

Recording Request by:

San Antonio Village Owners' Association  
39 North San Marcos Road  
Santa Barbara, CA 93111

When recorded mail to:  
same as above

SAN ANTONIO VILLAGE  
AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
October 21, 1987

This DECLARATION is made effective the 21st day of October, 1987 at Goleta, California by the Board of Directors of the SAN ANTONIO VILLAGE OWNERS' ASSOCIATION, a California non-profit corporation and owner of the "common areas" constituting part of the real property described in Article II hereinbelow; and seventy-five percent (75%), or more, of the "record owners" of individual lots constituting part of the real property described in Article II, amending those "Covenants, Conditions, and Restrictions" described hereinbelow, affecting the whole of said real property, as follows:

Recitals

1. Declarants are individual "record owners" of one or more condominium units (sometimes in the prior Declarations referred as "lots") (hereinafter sometimes individually, jointly, and/or collectively referred to, as the content may require, as "condominium owners") and/or a director of the Board of Directors of THE SAN ANTONIO VILLAGE OWNERS ASSOCIATION (Hereinafter sometimes referred as the "SAV ASSOCIATION").

2. A "record owner" of an individual lot (condominium owner) is a person or entity in whom fee simple title is shown for a residential lot, on the records in the Santa Barbara County Recorder's Office on the date of this Declaration. If fee simple is held in joint tenancy, tenancy in common, or some other joint or undivided ownership, "record owner" means that the signature of all such joint or undivided ownership is required, all such signatures constitutes one (1) "record owner" (condominium owner). The holder of any interest in any individual lot as shown on the records in the office of the Santa Barbara County Record as a "trust deed" or "mortgage holder," or other security interest holder, is not a "record owner." All Parties to this Declaration may rely on the bare status of title without any further examination; to the extent any previously recorded Declaration conflicts with the definitions in this paragraph, this paragraph shall supersede and control.

3. This Declaration applies to the whole and any portion of all common areas and each individual lot in the real property all improvements thereupon and appurtenant thereto, and all rights thereto, located in the County of Santa Barbara, State of California, specifically described as: Lots nos. 1 through 78, inclusive, of Tract 11428, a subdivision as per map thereof recorded in Book 79, Pages 40 and 41 of Maps and Lots Nos. 1 through 77, inclusive of Tract 11607, a subdivision as per Map thereof recorded in Book 79, Pages 50 through 51, inclusive, of Maps, both in the Office of the County Recorder of Santa Barbara County; which real property, individual lots and common areas, improvements and all are rights in connection therewith, is hereinafter sometimes refined as the "SAV Development."

4. This Declaration (SECOND AMENDED DECLARATION) amends and replaces: the first and original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, recorded at book 2431, pages 1055 et. seq. in the Santa Barbara County Recorder's Office (ORIGINAL DECLARATION); the AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated August 9, 1976, recorded at Book 2637 pages 918 et. seq. in the Santa Barbara County Recorder's office ("FIRST AMENDED DECLARATION"); and supersedes that attempted Declaration of Covenants, Conditions and Restrictions made

September 29, 1972 by AVCO Savings and Loan Association by action at the annual meeting of the members of San Antonio Village Owners Association held September 15, 1975, which was not properly executed and, therefore is ineffective ("AVCO AMENDMENT ATTEMPT").

NOW THEREFORE, each and all of the undersigned mutually covenant, agree, and declare for themselves, for all "record owners" and for the SAV Association" that all of the "SAV DEVELOPMENT, is held, and shall be so held, conveyed, encumbered, leased, rented, used, occupied, to be used and/or improved subject to the following limitations, restrictions, covenants, conditions, and easements, all of which are declared to be in furtherance of the current plan of subdivisions, improvement and sale of real property, which are now established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said

real property, real property rights, and every part thereof. All of the limitations, restrictions, covenants, conditions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the above-described "SAV DEVELOPMENT" or any part thereof, and shall be for the benefit of each owner of any portion of said real property, or any interest therein.

ARTICLE I  
DEFINITIONS

Unless expressly provided otherwise herein with respect to a particular paragraph or provision, the following terms and definitions used in this Declaration shall have the following meanings:

1.01. Association. San Antonio Village Owners' Association, a California corporation.

1.02. Declarant. Seventy-five percent (75%) of the owners of record of lots within the said property.

1.03. Property. The real property described in Article II hereof.

1.04. Residence. A private residence for a single family, being a part of a building structure containing one other adjacent residence, alongside, but not above or below with both such residences connected by a common structure as herein defined.

1.05. Lot or Residence Lot. One of the Lot Nos. 3 through 78, and Lot Nos. 2 through 77 of the subdivisions comprising the property, together with the separate lots for residential use, exclusive of any common area.

1.06. Common Structure. Those foundations, walls and other structures located on a common property line between two residence lots.

1.07. Common Area. All real property owned by the Association for the common use and enjoyment of the owners of the property or any part thereof including, without limitation, Lots 1 and 2 of Tract 11428 and Lot 1 of Tract 11607 of the subdivision comprising the property.

1.08. Common Facilities. All structures and improvements located on Lots 1 and 2 of Tract 11428 and Lot 1 of Tract 11607 including streets, roads, driveways, carports, walks, paved roads, planted and landscaped areas, electrical water, gas and telephone service and fixtures, swimming pool and equipment, sprinkling system, and recreation area and buildings.

1.09. Patio. An area contained within a residence lot which is, at the time of the original construction of such residence pursuant to the original plans, designated as such and surrounded on four sides by a fence and/or exterior walls of the residence.

1.10. Owner. The record owner, whether one or more persons or entities, of the fee simple title to any residence lot including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

2.01. The real property, all improvements thereon and appurtenant thereto, the real property rights, and all rights appurtenant to said real property rights that are subject to this Declaration are with respect to that real property located in the County of Santa Barbara, State of California, described as lots No. 1 through 78, inclusive, of Tract 11428, a subdivision as per map thereof recorded in Book 79, Pages 40 and 41 of Maps and Lots Nos. 1 through 77, inclusive, of Tract 11607, a subdivision as per Map thereof recorded in Book 79, Pages 50 through 51, inclusive, of Maps, in the Office of the County Recorder of said county.

ARTICLE III

USE RESTRICTIONS

3.01. Residential Use: The property is hereby restricted to residential use and each lot shall be used for residential purposes only. No buildings or structures shall be erected or placed, temporarily or permanently, upon the property or any lot other than residential units substantially the same as those originally erected thereon and the common facilities used in connection therewith. On the event of damage or destruction by fire or other casualty of one or more residences, the owner

or owners shall reconstruct the same substantially in accordance with the original plans and specifications of such residence, to the end that the exterior appearance resembles that obtaining prior to such damage or destruction. Plans and specifications for any such restoration shall be approved in writing by the Association prior to commencement of construction.

3.02. Restrictions: The property and lot shall be subject to the following restrictions:

- a) Each "residence lot" and "residence unit":
  1. Shall be used as a residence for a single family and for no other purpose;
  2. Shall be maintained in conformity with all City, County, State and Federal ordinances, statutes, and other applicable laws;

3. Shall have no more persons living in the said unit and on said lot than a total of two (2) persons per each bedroom; but not to exceed:

[a.] Four (4) persons total for the two bedroom units;

[b.] Five (5) Persons total for the three bedroom units.

b) No animals, livestock, or poultry of any kind shall be raised, used, bred or kept on any portion of the subject property, except that dogs, cats, and other household pets may be kept thereon provided they are not raised, used, bred, kept or maintained therein for commercial purposes, or in unreasonable quantities. All such pets shall be kept on a leash when outdoors and the Association shall have the right to prohibit maintenance of any animal which constitutes in the sole and exclusive opinion of the Board, a nuisance to any other owner, and if and when declared to be a nuisance, such dog, cat, or other household pet or pets shall forthwith be removed from the subject property. Each person bringing a pet upon the development shall be absolutely liable to each and all other owners, their family members, guests, invitees, leasees, renters and contract purchasers, and their respective family members, guests, and invitees for any damage to persons or property caused by any pet brought upon or kept upon the development by such person or by members of his family, his guests, or his invitees.

c) No commercial sign, advertising or other sign, billboard or other unsightly object whatsoever and of any kind shall be displayed to the public view on or from any lot or "unit" or on or from common areas or on any "SAV ASSOCIATION" real property without the approval of the Association. These prohibitions include, without limiting the foregoing prohibitions, prohibiting all rent and for sale signs. Permission is required for sign placement where the right is guaranteed by the Constitution of the State of California and/or the United States of America; in which case, only placement, size, and color, but not content will be regulated by the "SAV ASSOCIATION".

d) No obnoxious or offensive activity shall be carried on, upon, or within any portion of the subject property, nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the subject property, or which shall in any way interfere with the quiet enjoyment of occupants of lots or which shall increase the rate of insurance on an adjacent lot or in connection with any common facility.

e) Any and all clothes lines, woodpiles, and other storage piles shall be situated only on the enclosed patio of a lot and any other enclosed area not visible to other lots or from the street. All rubbish, trash or refuse shall be deposited at a location provided for at each residence or at such other location as may be designated from time to time by the Association.

f) All street, driveways, sidewalks, entries and passages outside of the residences shall remain unobstructed and shall not be used for purposes other than ingress and egress to and from the residences.

g) No combustible material or any other material which will increase the risk of fire shall be stored on the subject property.

h) No boat, trailer, housecar, recreational vehicle, camper, truck greater than 3/4 ton, commercial vehicle or other motor vehicle except for passenger automobiles, motorcycles and station wagons shall be maintained on said property except where designated by and with the approval of the Association. No vehicle of any type shall be parked or left on any street or on any property subject to this Declaration other than on or within a carport or assigned appurtenant parking stall or space except as designated by and with the approval of the Association.

i) No roofs shall be erected over the patio areas. No objects may protrude above fences surrounding patio areas with the exception of well-kept umbrellas and plants as authorized by the "SAV ASSOCIATION." Fences surrounding the patio areas shall be less than six (6) feet in height and shall not be altered from original design without the written approval of the "SAV ASSOCIATION." It is the express intent of all parties that "SAV ASSOCIATION" shall enforce a unified visual appearance of the

exterior view of each and every unit, and each and every lot.

j) No awnings or external sunshades shall be installed without first obtaining the written approval of the "SAV ASSOCIATION." Any screen doors on a residence unit must be maintained to the satisfaction of the "SAV ASSOCIATION." It is the express intent of all parties that "SAV ASSOCIATION" shall enforce a unified visual appearance of the exterior view of each and all units, and of each and every lot.

k) No fence or wall of any nature, or structures of any kind shall be installed or erected in any common area, including any carport, except by, or with the written consent of, the Association.

l) No external radio or television antenna shall be erected on the property or on any structure except that the Association may erect one or more community antenna in needed.

m) Each owner of a lot shall be responsible for maintaining his unit and his lot, including the furniture, furnishing, decorations, fixtures, wall coverings and the like thereof, and all the interior walls, ceilings, windows and doors thereof in a clean, sanitary, workable and attractive condition as viewed from the exterior. In addition, windows may only be covered by drapes, blinds, shutters, or shades and may not be painted or covered by foil, cardboard or other opaque materials. Each owner shall also be responsible for repair, replacement and cleaning of the windows and glass of his unit, both exterior and interior.

n) No owner shall at his expense, or otherwise, make any alteration or modification as to the exterior of the buildings, fences, railings or walls situated within the subject property without the prior written consent of the Association.

#### ARTICLE IV THE ASSOCIATION

##### 4.01. SAV ASSOCIATION and ASSOCIATION: Defined and Purposes:

The SAN ANTONIO VILLAGE OWNERS ASSOCIATION (herein sometimes referred as the "SAV ASSOCIATION" or the Association) is a non-profit membership corporation organized under the laws of the State of California. Its purposes are to own, operate, maintain, and manage the common areas, common facilities, and any real and personal property of the Association, for the benefit of the owners of the units and lots within the "condominium development"; and to provide such service for, and conduct the common business affairs of, its members. It shall be charged with the duties and empowered with the rights set forth herein and in its Articles of Incorporation, its By-Laws, under the current "CC&R's" of the "Condominium Development", and under California law as a "Common Interest" Association or such future definition as might apply to a group of owners. In general, the "SAV Association" shall have authority to conduct all business affairs of common interest to its members, including, but not limited to, control of the common areas and any "SAV Association" real property. Neither the Articles nor the By-Laws shall be amended or changed or otherwise interpreted to be inconsistent with the above stated purposes of "SAV ASSOCIATION." In the event of any inconsistency, the provisions of this paragraph on purposes and intent shall prevail.

4.02. Association Action: Except as to matters expressly requiring the approval of members as set forth in this Declaration, the Articles or the By-Laws, the affairs of the Association shall in all instances be conducted by the Board of Directors of the Association and such officers as the Board may elect or appoint.

##### 4.03. Powers and Duties of Association:

a) Powers: The "SAV ASSOCIATION", acting through its Board of Directors, shall have all the general, specific and inherent powers of a non-profit corporation organized under the general non-profit corporation laws of California and under California law as a "Common Interest" Association or such future definition as might apply to a group of owners; subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, this Declaration and the law. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the "SAV ASSOCIATION" under this Declaration, the Articles, the By-Laws, and the laws of the State of California with respect to homeowners associations, "common interest" developments, community apartment projects, condominium projects, planned developments, and/or stock cooperatives. It can also do and perform any and all acts which may be necessary, proper for, incidental to, or desirable for the exercise of any of the express powers of the "SAV Association", including, without limiting the generality of the foregoing, the following:

i) Assessments: The Association shall have the power to establish, fix and levy assessments against the owners of lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

ii) Right of Enforcement: The Association shall have the power and authority from time to time in its own name and on its own behalf, or on behalf of any owner or owners who consent thereto, to

commence and maintain actions and suits at law for damages or in equity to restrain actions and suits at law for damages or in equity to restrain and enjoin any breach or threatened breach of any provisions of this Declaration or of the Articles or of the By-Laws or of the Association Rules adopted pursuant hereto, or any resolutions of the Board, and to enforce by mandatory injunction, or otherwise all of said provisions. In addition to the foregoing remedies, the Association shall have the right to suspend the voting rights, to suspend use privileges of common areas and any Association real property, and to assess monetary penalties against any owner or other person otherwise entitled to exercise such rights or privileges by reason of such owner's violation of this Declaration or the Articles or the By-Laws, Association Rules, or Board resolutions, provided, however, that:

- a) Any suspension of use privileges may not exceed a period of thirty (30) days for any one violation; and  
b) Any such monetary penalty shall not exceed such amount as the "SAV Association" may, from time to time, establish.

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

iii) Delegation of Powers: The Association acting by and through the Board shall have the authority to delegate its powers, duties and responsibilities to committees or employees, including a professional managing agent.

iv) Association Rules: The "SAV Association" shall have the power to adopt, amend and repeal such rules and regulations concerning the subject property as it deems reasonable. The "SAV Association" rules shall govern the use of common areas and any "SAV Association" real property including, but not limited to, any recreational facilities and private streets, by an owner, the family members of an owner, or by any guest, invitee, contract purchaser, leasee or renter of an owner, or their respective family members, guests or invitees. A copy of the "SAV Association" rules as the same may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and a copy shall be made available in the San Antonio Village office.

b) Duties of the Association: In addition to powers delegated to it by its Articles or in the By-Laws, and without limiting the generality thereof, the Association acting by and through the Board, shall have the obligation to conduct all business affairs of common interest of all owners, and to perform each of the following duties:

i) Operation and Maintenance: Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the common areas, including all carports, driveways and streets thereof, any Association real property and all facilities, improvements and landscaping thereon and thereof, and all other property acquired by the Association, including personal property, in a first-class condition and in a good state of repair. In this connection, the Association may employ a managing agent and may enter into contracts for services or materials for the benefit of the Association, the common areas, or any Association real property.

ii) Taxes and Assessments: Pay any real and personal property taxes and assessments and all other taxes levied against the common areas, the Association real property, personal property owned by the Association, or against the Association. Such taxes and assessments may be contested or compromised by the Association.

iii) Water and Other Utilities: Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary utility services for the common areas and any Association real property, and for lots when the lots are not separately billed therefor.

iv) Insurance: Obtain from reputable insurance companies, and maintain in effect, the insurance described in Article VI of this document.

v) Enforcement of Restrictions and Rules: Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration, the Articles and By Laws and the Association Rules and Board resolutions.

4.04. Personal Liability: No member of the Board or any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice

suffered or claimed on account of any act, omission, error or negligence of any such person or entity, provided that such person or entity has, upon the basis of such information as may be possessed by him or it, acted in good faith and without willful or intentional misconduct. The Association shall defend and hold all such persons harmless from and against any claim made against such persons.

4.05. The Annual Meetings, Notice Requirements, Voting and Membership Rights in the Association and Board of Directors shall be as set forth in the Articles and By-Laws.

4.06. Fiscal Duties of Board of Directors:

a) Quarterly, more frequent, review of Financial Status. No less than quarterly, or as more frequently as the Board desires, it shall:

i) Review a current reconciliation of "SAV ASSOCIATION" operating accounts.

ii) Review a current reconciliation of "SAV ASSOCIATION" reserve accounts.

iii) Review the current year's actual reserve revenues and expenses compared to the current year's budget.

iv) Review the latest financial institution's account statement where the operating, reserve, and other accounts are kept.

v) Review the income and expense statement to date for "SAV ASSOCIATION'S" operating account.

b) Signatures to be Required on "Reserve Account". At least two signatures shall be required to withdraw money from the account or accounts the Board of Directors has identified is for future repair, or replacement of, or additions to, "components" "SAV ASSOCIATION" is obligated to maintain.

4.07. Amendment of By-Laws for Lender's Certificates and Compliance: The Board of Directors of "SAV Association" are hereby Authorized, empowered, and directed during the term of each Board to amend the By-Laws of the "SAV Association," by simple majority vote, to comply with any requirement of a lender reasonably necessary or desirable to assist a unit owner or prospective unit owner in its dealings with a lender, provided that any such amendment does not substantially interfere with the ownership rights, voting control and/or use rights of owners. Giving a lender notice of changes is allowable, but giving a lender veto control is not allowable, unless the owners have the right to override that veto.

#### ARTICLE V ASSESSMENTS AND LIENS

5.01. General Each lot within the subject property and the improvements thereon, except such lots as are owned by the Association, shall be subject to general and special assessments and charges and to liens to secure the payment of same. The Association shall have the sole authority to fix and establish the amounts of general and special assessments and charges provided for in this Declaration and the amounts of interest, costs and penalties for the late payment or non-payment thereof.

5.02. Personal Obligation: Each such assessment, or installment thereof, together with any late charge, interest thereon, collection costs or attorney's fees, shall be the personal obligation of the person or entity who was an owner at the time such assessment or installment became due and payable. In the event more than one person or entity was the owner of a lot, the personal obligation to pay such assessment, or installment thereof, respecting such lot shall be both joint and several. The personal obligation for delinquent assessments or delinquent installments thereof, or such other sums, shall pass to an owner's successors in interest. No owner of a lot may exempt himself from payment of assessments, or installments thereof, by waiver of the use or enjoyment of all or any portion of the common areas or any "SAV Association" real property or by waiver of the use or enjoyment of, or by abandonment of, his lot.

5.03. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the members of the Association, the improvement, operation and maintenance of the common areas, and any Association real property, and the performance of the duties of the Association as set forth in this Declaration.

5.04. Assessments:  
a) General Assessments: The Board of Directors shall at a regular or special meeting held during the month of September of each year, or at such other time as the Board shall designate, estimate the total amount of funds necessary to defray the common expenses of the Association, including expenses for management, operation, maintenance care and improvement of the subject property and a reasonable reserve for contingencies, for the ensuing calendar year and, based on such estimate, shall fix the amount of general assessment for the ensuing fiscal year. Such estimate so fixed shall be equally apportioned among all residence lots subject to assessment and shall be the general assessment and charge against each such residence lot for the ensuing calendar year.

If at any time, the annual assessment and charge so estimated for any year is found by the Board to be insufficient or excessive, the Board of Directors of the "SAV Association" may, by resolution adopted at any regular or special meeting, establish, estimate and fix general assessments and charges or modify any estimate or estimates previously made and may increase or diminish the amount previously estimated. No such determination by the Board shall have any retroactive effect on the amount of general assessments and charges payable by any owner of a lot for any period elapsed prior to the date of such determination.

b) Special Assessments: A special assessment and charge is an assessment to reimburse the Association for expenses incurred or to be incurred and which are not ordinarily included in the annual estimate of

proceedings or through the exercise of the power of sale pursuant to the provisions herein to enforce the lien rights created hereby. Suit to recover money judgment for unpaid assessment together with all charges, expenses and attorney's fees shall be maintainable without foreclosing or waiving said lien rights.

5.08. Creation of Lien In the event of a delinquency in the payment of any assessment of installment thereof, respecting a lot, such amount as may be delinquent together with any late charges, interest and all costs which have been or may be incurred by the Board or its authorized representative in the collection of said amount including reasonable attorney's fee, shall be and become a lien against such lot upon the recordation in the Office of the County Recorder a Notice of Assessment as provided in Section 1356 of the California Civil Code or its successor statute. The Notice of Assessment shall not be recorded unless and until the Board or its authorized representative has delivered by first class mail to the delinquent owner, not less than fifteen (15) days prior to the recordation of said Notice of Assessment, a written notice of default and a demand for payment which shall state the amount of such delinquency, and the interest, costs and penalties which have accrued thereon, and such delinquency has not been cured within fifteen (15) days after delivery thereof. Said lien shall expire and be null and void unless within one (1) year after recordation of said Notice of Assessment, the Board or its authorized representatives records a notice of default as described below or institutes judicial foreclosure proceedings.

5.09. Notice of Default; Foreclosure: Not less than ten (10) days nor more than one (1) year after the recording of said Notice of Assessment, the Board or its authorized representative may record a Notice of Default and thereafter may cause such lot to be sold in the same manner as a sale is conducted as provided by Sections 2924, 2924(b) and 2924(c) of the California Civil Code, or through judicial foreclosure, or in any other manner permitted by law. In connection with any sale pursuant hereto, the Board is hereby authorized to appoint its attorney, any officer or director, or any title insurance company authorized to do business in California as Trustee for the purposes of conducting such sale. The Association, acting on behalf of the owners, shall have the power to bid on the lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

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

5.11. Other Remedies: The Board may suspend the voting rights and the right to use the Recreational facilities and other facilities of the Association of a member who is in default in payment of any assessment, as provided in the Declaration or the Articles, By-Laws or Rules of the Association.

#### ARTICLE VI INSURANCE

6.01. Liability Insurance The "SAV ASSOCIATION" shall obtain and maintain in force comprehensive public liability insurance insuring the Association, the manager, if any, and the agents and employees of each, against liability incident to the ownership or use of the common areas and any right of the Association or the owners to use or enjoy, under license or otherwise, any public property immediately adjacent to the property subject to this Declaration. The limit of such insurance under such policy shall be not less than \$100,000 for any one person injured, \$300,000 for any one accident and \$50,000 for property damage. Such policy shall insure the Association and all owners of interest of the common area, if available at reasonable cost, and shall provide cross-liability endorsement, if available at reasonable cost, wherein the rights of the named insureds under the policy shall not be prejudiced as respects any action against another named insured. The Board of Directors of the Association may from time to time increase the limits of liability and may obtain and purchase such other insurance as the Board deems necessary, including, but not

limited to, worker's compensation insurance, demolition insurance and insurance on personal property.

6.02. Fire and Extended Coverage Insurance The "SAV Association" shall also obtain and maintain in force a master or blanket policy of fire insurance, if available at reasonable cost, for the full insurable value of all of the improvements within the subject property. Such policy and any endorsements thereon shall be in the form and content, for such terms and as may be satisfactory to the majority of lenders. Such policy shall contain such extended coverage and replacement costs endorsements, if available at reasonable cost, and may contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause, and a determinable cash adjustment clause, or a similar clause to permit cash settlement covering full value of the improvements in

the event of partial destruction and a decision not to rebuild. Such policy shall be in such amount as shall be determined from time to time by the Board, shall name as insured the "SAV Association", and may name the owners and/or contain such loss payable endorsements in favor of lenders as the Board of Directors deems desirable.

6.03. Individual Fire Insurance If available, underlying fire insurance coverage for individual lots shall be written as part of, or in conjunction with said master policy, where necessary to protect individual lenders. If such coverage is not available, each owner or owners of each lot shall purchase at his or their expense and maintain such fire and casualty coverage as may be required by his or their individual mortgagee.

6.04. Trustee All insurance proceeds payable under policies obtained by the Association may be made payable to a trustee, to be held and expended for the benefit of the owners, mortgagees and others, as their respective interests shall appear.

6.05. Owners Insurance: Any owner may carry such personal liability and property damage insurance for his lot as he may desire; provided however, any such policy shall include a waiver of subrogation clause.

#### ARTICLE VII COMMON STRUCTURES

7.01. Rights and Duties: The rights and duties of the owners of lots with respect to common structures shall be as follows:

a) In the event any common structure is damaged or destroyed through the act of one adjoining owner or any of his agents or guests or members of his 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 structure, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly existed, without cost to the adjoining owner.

b) In the event any such common structure is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, guests or family (including wear and tear and deterioration from lapse of time), then in such event both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly existed, at their joint and equal expense.

c) In addition to meeting the other requirements of these restrictive covenants 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 required the extension or other alteration of any common structure shall first obtain the written consent of the adjoining owner.

d) To the extent not herein provided for, the general rules of law respecting party walls, and the liabilities and obligations with respect thereto, shall be applicable to common structures

7.02. Arbitration: In the event of a dispute between owners with respect to the repair or rebuilding of common structure or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Association, the matter shall be submitted to arbitration by the Board of Directors of the Association whose decision shall be conclusive and binding.

#### ARTICLE VIII MAINTENANCE, REPLACEMENT AND IMPROVEMENT

8.01. Generally: The common area, common facilities and Association real property shall be owned, maintained, cared for and managed exclusively by the Association for the benefit and use of the members of the Association. In addition, the Association may to the extent it deems the same reasonably necessary for the maintenance of the appearance of the property or any part thereof, maintain and improve any adjacent public area, including street rights-of-way, not otherwise maintained by public agencies.

8.02. Damage by Owner: In the event any common facility, including any carport, is damaged or destroyed through the act or omission of any owner or his agents, guests, members or his family, agents or employees, whether or not such act or omission is negligent or otherwise

culpable, such owner shall forthwith proceed to rebuild the same to as good condition as formerly existed without cost to the Association.

8.03. Exterior Areas In order to preserve a uniform and attractive appearance of the residences, the Association shall have the exclusive right to maintain the exterior walls, roofs and all other building parts affecting the exterior appearance of the buildings located on the property subject to this Declaration. Such exterior maintenance shall not include the repair, the replacement or cleaning of glass surfaces or screens or the maintenance of any areas within the patios. Neither shall it impose any obligation on the Association to rebuild or replace any damaged or destroyed residence, irrespective of the cause thereof, such restoration being the obligation of the owner as herein provided. In Addition, the Association shall have the exclusive right to landscape and



maintain such landscaping on all portions of the property subject to this Declaration except those areas within the patios as herein defined. In the event that the need for exterior maintenance or repair is caused by an act of an owner or any of his agents or guests or members of his family, whether or not such act is negligent or culpable, then such owner shall pay the cost of such maintenance or repair.

8.04. Owner Maintenance: Except for the maintenance of the exterior as provided herein above, each owner shall maintain at his own cost and expense, his residence, provided that no owner shall make any alteration, repair or addition to his residence which would affect the exterior appearance thereof without written approval of the "SAV Association". In the event an owner shall fail to maintain the premises as herein specified, the "SAV Association" shall have the right to repair, maintain and rehabilitate and restore the same. The cost thereof shall be a special assessment upon the lot or lots of owners who are responsible therefor under the provisions of this paragraph.

8.05. Loss, Damage, Destruction, Condemnation, Insurance Proceeds.

a) Definitions.

(1) "Residence unit Partial Damage" shall herein mean damage or destruction to the "residence unit" to the extent that the cost of repair is less than 50% of the then replacement cost of the "residence unit". "Residence unit Building Partial Damage" shall herein mean damage or destruction to the building of which the "residence unit" are a part to the extent that the cost of repair is less than 50% of the then replacement cost of such building as a whole.

(2) "Residence unit Total Destruction" shall herein mean damage or destruction to the "residence unit" to the extent that the cost of repair is 50% or more of the then replacement cost of such building as a whole.

(3) "Insured Loss" shall herein mean damage or destruction which was cause by an event required to be covered by the insurance described in paragraph 6.02.

(4) "Insuring Party" as used in this Declaration:

[a] Shall mean for the purposes of paragraph 6.01, "SAV Association

Association

[b] Shall mean for the purposes of paragraph 6.02, "SAV

Association

[c] Shall mean for the purposes of paragraph 6.03, Owner.

[d] Shall mean for the purposes of paragraph 6.05, Owner.

[e] The "SAV ASSOCIATION" may also maintain additional insurance, in addition to, and not in lieu of, the insurance required to be maintained by OWNER under said paragraphs 6.01 through 6.05 of this Declaration. When ever the "insuring party" in this Declaration is OWNER, if "SAV ASSOCIATION" has to obtain the Insurance required of OWNER, OWNER shall, within ten (10) days following demand by "SAV ASSOCIATION", reimburse "SAV ASSOCIATION" for the cost of the insurance so obtained.

(b) "Loss Payable" and "Additional Insured" Requirements: "SAV ASSOCIATION" shall not be required to name OWNER as an additional insured on any policy carried by it, but OWNER is required to name "SAV ASSOCIATION" on all policies of Insurance as an additional insured.

b) Partial Damage -- Insured Loss. Subject to the provisions of paragraphs 6.01 through 6.05 of this Declaration, if at any time there is damage which is an insured Loss that which falls into the classification of "Residence unit Partial Damage" or "Residence unit Building Partial Damage", then "SAV ASSOCIATION" shall as soon as reasonably possible, at "SAV ASSOCIATION"'S expense, to the extent of any insurance proceeds received by "SAV ASSOCIATION", repair such damage, but not Owner's furniture, furnishing, decorations, fixtures, wall coverings, equipment, owner's improvements and the like, unless the same have become a part of the insured loss. Notwithstanding the above, if either the OWNER or "SAV Association" is the insuring party, and if the insurance proceeds are received by "SAV ASSOCIATION" and the insurant proceeds are not sufficient to effect such repair, "SAV ASSOCIATION" shall give notice to OWNER of the amount required in addition to the insurance proceeds to effect such

repair. OWNER shall contribute the required amount to "SAV ASSOCIATION" within thirty (30) days after OWNER has received notice from "SAV ASSOCIATION" of the shortage in the insurance. When OWNER shall contribute such amount to "SAV ASSOCIATION", "SAV ASSOCIATION" shall make such repairs as soon as reasonably possible; owner shall in no event have any right to reimbursement for any such amounts so contributed.

c) Partial Damage -- Not an Insured Loss. Subject to the provisions of paragraphs 6.01 through 6.05 of this Declaration, if at any time there is damage which is not an Insured Loss and which falls into the classification of "Residence unit Partial Damage" or "Residence unit Building Partial Damage", unless caused by a negligent or willful act of OWNER (in which event "SAV ASSOCIATION" shall make the repairs at OWNER'S expense), "SAV ASSOCIATION" may at "SAV ASSOCIATION'S" option:

(i) give written notice to OWNER within ten (10) days after the date of the occurrence of such damage of "SAV ASSOCIATION'S" intention to repair; and thereafter repair such damages soon as reasonably possible, at "SAV ASSOCIATION'S" expense, or

(ii) give either written notice to OWNER within ten (10) days after the date of the occurrence of such damage of "SAV ASSOCIATION'S" intention to not repair, or give no notice; in which event, OWNER must repair such damage at OWNER'S expense, without reimbursement from "SAV ASSOCIATION". In the event owner must make the repairs, OWNER shall proceed to make such repairs under the supervision and with the written permission of "SAV ASSOCIATION", as soon as reasonably possible. If OWNER does not proceed within thirty (30) days of the loss to obtain the written permission of "SAV Association" for said repairs and commence to make said repairs, "SAV ASSOCIATION" shall make the repairs at OWNER'S expense.

d) Condemnation.

If the whole or any portion of the "Condominium Development," any building within the "Condominium Development," any "residence unit" or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Declaration shall not terminate as to the part so taken except and only at the option of the "SAV Association." At the option of the "SAV Association" the condemning authority takes title or possession, whichever first occurs of more than 10% of the floor area of a building or a "residence unit", or more than 25% of the land area of the "Condominium Development" which is not occupied by any building, "SAV Association" may, at "SAV Association's" option, to be exercised in writing only within ten (10) days after "SAV ASSOCIATION" shall have given OWNER written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Declaration as of the date the condemning authority takes such possession.

If "SAV Association" OWNER does not terminate this Declaration in accordance with the foregoing, this Declaration shall remain in full force and effect as to the portion of the "residence unit" remaining. The part of the award for the taking of all or any part of the "residence unit" under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of "OWNER", as to compensation for diminution in value of the "unit" or for the taking of the fee, or as severance damages, provided, however, that OWNER shall be entitled to any award for loss of or damage to "SAV Association's" property, the common areas and loss of use, and damages to the "common interest." In the event that this Declaration is not terminated by reason of such condemnation, "SAV ASSOCIATION" shall to the extent of severance damages received by "SAV ASSOCIATION" in connection with such condemnation, repair any damage to the "residence unit" caused by such condemnation except to the extent that OWNER has been reimbursed therefor by the condemning authority. OWNER shall pay any amount in excess of such severance damages required to complete such repair.

ARTICLE IX

PROPERTY RIGHTS, RIGHT OF ENJOYMENT AND EASEMENTS

9.01. Ownership of Lot: Ownership of each lot within the subject property shall include a lot, the respective interest in the common area and any exclusive easement or easements appurtenant to such lot or common areas as described in the deed thereto, or in the project plan.

9.02. Owners Non-exclusive Easements: Every owner of a lot and his family, guests and invitees shall have a non-exclusive easement and equitable right of use and enjoyment in and to and throughout the common areas of the subject property and any Association real property as well as a non-exclusive easement and equitable right for all of the purposes and uses set forth hereinabove, and for ingress, egress and support over and through the common areas and any Association real property for the benefit of his residence lot; provided, however, such non-exclusive easements and equitable right shall be subordinate to, and shall not interfere with exclusive easements appurtenant to lots over the common area, if any. Each such easement and right shall be appurtenant to and pass with the title to

each lot, subject to the following restrictions:

a) The right of the Association to assign, license or otherwise designate and control use of carports, storage spaces therein and parking spaces on an exclusive basis.

b) The right of the Association to adopt Association Rules and Regulations regulating the use and enjoyment of the common areas and any Association real property.

c) The right of the Association, or its agents, to enter any residence in order to perform its obligations hereunder which right shall be immediate in the case of an emergency originating in or threatening such unit whether the owner is present or not.

9.03. Minor Encroachments: Each residence lot is hereby declared to have an easement over all adjoining residence lots and the

common area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the buildings, roof over-hangs or any other cause. There shall be valid easements for the maintenance for said encroachments so long as they shall exist and the rights and obligations of the owners shall not be altered in any way by said encroachment, settling or shifting, provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful misconduct of said owner or owners. In the event a structure of any residence lot is partially or totally destroyed, and then repaired or rebuilt, the owner of each residence lot shall agree that minor encroachments over adjoining residence lots shall be permitted and there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

9.04. Common Areas: The common areas are be owned by the "SAV Association" in fee simple for the use, enjoyment and convenience of the owners; including the parking areas, walkways, recreational areas, storage and trash areas, and all other areas not part of the "residence lots." "SAV Association" also owns such easements of ingress, egress, and otherwise as are necessary to perform the duties and obligations of the "SAV Association" as described in this document.

9.05. Creation: Each of the easements herein referred to shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the residence lots and the common area, and Association real property, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the property which is the subject of this Declaration or any portion thereof with the exception of easements granted for utility service purposes hereunder.

9.06. Third Party Easements: The Association shall have the power to grant and convey to any third party easements and rights-of-way in, on, over and under the common areas and any Association real property for the purpose of constructing, erecting, operating or maintaining utility services and purposes.

#### ARTICLE X UTILITY LINES

10.01 Rights an Duties: The rights and duties of the owners of residence lots within the property with respect to sanitary sewers and water, electricity and gas, television and telephone lines or any other utilities (hereinafter referred to as "utility lines") shall be governed by the following:

a) Whenever utility lines are installed within the properties, and connections or any portion thereof lie in or upon residence lots owned by others than the owner of a residence lot served by these connections, the owner of any residence lot served shall have the right and is hereby granted an easement to the full extent necessary therefor, to enter upon residence lots and to have the utility company enter upon the residence lots within the property in or upon which said connections, or any portions thereof, lie to repair, replace and generally maintain such connections as and when the same may be necessary an set forth below. If entry into a residence is required hereunder, the party making such entry must give reasonable notice to the owner of such residence.

b) Whenever utility lines are installed within the properties, and connections serve more than one residence lot, the owner of such residence lot served by such connections shall be entitled to the full use and enjoyment of such portions of said connections that service his residence lot.

c) The Association shall have the right to grant exclusive and non-exclusive and specific as well as blanket easements in, on, over, under and through the common area for all utility services and purposes.

10.02. Maintenance: With respect to the maintenance of utility lines and connections, the following shall be applicable:

a) In the event any such utility line is damaged or destroyed by the act of an owner or any of his agents or guests or members of his family whether or not such act is negligent or culpable, then such owner

shall repair or replace the same to as good condition as formerly existed without cost to the other owners served by such utility line.

b) In the event any such utility line is damaged or destroyed by some cause other than the act of any owner or any person for whose action the owner is responsible, including ordinary wear and tear and deterioration from lapse of time, and if such damage or destruction or condition occurs within the boundaries of the residence lot, the owner of such residence lot shall replace or repair the same. If such damage or destruction or condition occurs within the common area, the "SAV Association" shall repair or replace same.

c) In the event that one or more owners shall fail to repair any utility line as specified above, the "SAV Association" shall have the right to repair such line. The cost shall be a special assessment upon the

lot or lots of owners who are responsible under the provisions of this paragraph.

#### ARTICLE XI

##### DURATION AND AMENDMENT

11.01 The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lots subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless prior to the expiration of any term an instrument executed by not less than fifty-one percent (51%) of the owners has been recorded cancelling and terminating this Declaration.

11.02. Amendment: This Declaration of Restrictions may be amended or terminated in whole or in part as to all or any of the subject property by a written instrument executed by the then President and Secretary of San Antonio Village Owners Association and recorded in the Office of the County Recorder of Santa Barbara County. Such amendment or termination shall be executed by such President and Secretary only in the event that the owners of record of seventy-five percent (75%), or more, of this lots within the said property shall vote in favor of such amendment or termination, in person or by proxy, at a meeting of the members of the Association duly held in accordance with the Articles, By-Laws and this Declaration. Such President and Secretary shall certify in such amendment or termination that the meeting required was properly noticed and held and that the requisite percentage of votes were cast.

#### ARTICLE XII

##### MISCELLANEOUS

12.01. Breach: No breach of said covenants, conditions, restrictions and rights, or any right of entry by reason thereof, shall "per se" defeat or render invalid any consensual lien, mortgage, or deed of trust made in good faith, for value and recorded before any notice of breach is recorded. The breach of any covenants, conditions, restrictions, and the parties' respective rights, liens and charges may be enjoined, abated or reviewed by appropriate judicial proceedings.

12.02. Enforcement: the Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.03. Acceptance: The purchaser of any lot in said subdivision, by the acceptance of deed therefor, whether from Declarant or from subsequent owners of such property, or by signing of a contract or agreement to purchase the same, shall by the acceptance of such deed or by the signing of a contract or agreement, when such contract provides for a transfer of membership rights and obligations upon the signing thereof, consent to becoming a member of the "SAV Association", to abide by the Articles of Incorporation, By-Laws, and Covenants, Conditions and Restrictions and "SAV Association" Rules, thereof, and to accept all of the benefits and obligations of members thereof. It shall be the responsibility of the owner to provide his tenant with these rules and see that they abide by them. The owner shall provide the "SAV Association" with a document signed by his tenant indicating that said tenant understands the rules of the "SAV Association" and agrees to abide by them. If a rule is disobeyed the tenant will receive official notice, and if the infraction is not suitably corrected to the satisfaction of the Board, action will be taken as authorized by the By-Laws and covenants, conditions and restrictions of the "SAV Association".

12.04. Severability: The provisions hereof shall be deemed independent and severable, and the invalidity of partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

12.05. Cumulative Remedies: Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any

remedy provided for in this Declaration shall not, under any circumstances be construed as a waiver thereof.

12.06. Violation 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 herein set forth, may be abated or enjoined by any owner, any member of the Board, the manager, or the Association.

12.07. Indemnification of Officers and Directors: Every Director and every officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by or imposed upon such Director or officer in connection with any proceeding which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether he is a

Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

12.08. Capital Contributions: Any amounts collected by the Association through assessment or otherwise in excess of sums necessary to defray normal operating expenses shall be deemed to be capital contributions to the Association to the extent entered on its books and records as such.

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

12.10. Counterparts: This Declaration may be executed in several copies and all so executed shall constitute one agreement which shall be binding, notwithstanding that all of the parties have not signed the original or all copies.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS, pursuant to the authority given in the previous Covenants, Conditions and Restrictions recorded in Book 2637, page 927 of the official records of the Recorder of Santa Barbara County, pursuant to the authority given in this document, by reason of the September 6, 1987 one hundred and seventeen (117) affirmative, seven (7) negative votes of owners, and by reason of the authority of the Board of Directors of the San Antonio Owners' Association by resolution duly past on October 21, 1987, the President and Secretary of the San Antonio Owners' Association, for said Association and for all owners, execute this document as the full and complete Covenants, Conditions and Restrictions affecting the above described real property effective on, and after, October 21, 1987.

San Antonio Owners' Association

By: 

Don Borden, President

San Antonio Owners' Association

By: 

Ben Roberts, Secretary

CERTIFICATION OF RESOLUTIONS PASSED  
 BY BOARD OF DIRECTORS AND SHAREHOLDERS  
 OF  
 SAN ANTONIO OWNERS' ASSOCIATION,  
 a California corporation

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of the SAN ANTONIO OWNERS' ASSOCIATION, a corporation duly organized and existing under California law;

2. That on the 21st day of October, 1987, all of the members of the Board of Directors of the Corporation ("Association"), and on the 16th day of September, 1987 seventy-five percent (75%) or more of the holders of the equity shares ("owners") in the Corporation, duly adopted the SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, dated October 21, 1987. The following Resolutions of the Board of Directors with respect to the adoption of said Second Amended Declaration of Covenants, Conditions and restrictions, dated October 21, 1987, were adopted, and are entered in the records of the Association, and are as follows:

RESOLVED, that based on a vote of more than seventy-five percent (75%) of the members of the Association to change the existing Covenants, Conditions and Restrictions, the President and Secretary, in accordance with Article II, Section 11.02 are authorized and directed to execute the Second Amended Declaration of Covenants, Conditions and Restrictions, before a notary public, and cause said document to be recorded in the office of the County Recorder of Santa Barbara County.

FURTHER RESOLVED, that the President of the Board of Directors, Don Borden, and the Secretary of the Board of Directors, Ben Roberts are hereby authorized, empowered, and directed to act for the Association and the Owners in effectuating these resolutions.

FURTHER RESOLVED, that the adoption of the Second Amended Declaration of Covenants, Conditions and Restrictions, dated October 21, 1987 was a result of a vote of owners showing one hundred and seventeen (117) owners in favor of the changes, and seven (7) opposed. The hundred and seventeen (117) affirmative votes represents seventy-seven percent (77%) of the owners.

FURTHER RESOLVED, that the Secretary of the Association is directed to certify these Resolutions, their due adoption and the existence of these Resolutions; and to deliver any required certification in support of the authority of any officer or director to act on behalf of this Corporation.

3. That the aforescribed Resolutions are in conformity with the Association's Articles, By-laws, and Resolutions of the Board of Directors and of the Shareholders, and are in conformity with the previously recorded Covenants, Conditions and Restrictions; said Articles, By-Laws, and Resolutions are in full force and effect.

I DECLARE UNDER PENALTY OF PERJURY that the matters set forth in this Certificate are true and correct of my own knowledge.

EXECUTED at Santa Barbara, California on this January 25, 1988.

SAN ANTONIO OWNERS' ASSOCIATION  
 a California corporation

BY: *Ben Roberts*  
 Ben Roberts, Secretary

STATE OF CALIFORNIA                    }  
 COUNTY OF SANTA BARBARA            }                    ss.

On January 25, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Mr. Don Borden and Mr. Ben Roberts, on satisfactory evidence proven to me to be each of the aforesaid person, and that Mr. Don Borden is the President, and Mr. Ben Roberts is the Secretary of the San Antonio Owners' Association, the California Corporation that executed within the instrument, and that they executed the same on behalf of said corporation pursuant to due authority.

WITNESS my hand and official seal

*David Schwartz*  
 S David Schwartz

