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Santa Barbara, CA 93101

FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE SAN ANTONIO VILLAGE OWNERS' ASSOCIATION

A PLANNED DEVELOPMENT

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE SAN ANTONIO VILLAGE OWNERS' ASSOCIATION

A PLANNED DEVELOPMENT

RECITALS

WHEREAS, the Declarants are the Members of the San Antonio Village Owners' Association, a nonprofit mutual benefit corporation;

WHEREAS, Declarants together with the San Antonio Village Owners' Association collectively own the real property situated in the County of Santa Barbara, State of California, described as Lots 1 through 78, inclusive, of Tract No. 11428, a subdivision as per map thereof recorded in Book 79, pages 40 and 41 of Maps, and Lots 1 through 77, inclusive, of Tract 11607, a subdivision as per Map thereof recorded in Book 79, pages 50 through 51, inclusive, of Maps, all of which are recorded in the Office of the County Recorder of said County (the "Property");

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions was recorded upon and against the Property in Book 2431, Page 1055 et seq. (the "CC&R's"); and thereafter amended on August 9, 1976, by that Amendment recorded in Book 2637, page 918 et seq. (the "First Amendment"); and by that Second Amendment, which Second Amendment superseded and made null and void the CC&R's and the First Amendment, which Second Amendment was recorded on January 26, 1988, as Instrument Number 1988-005017 (the "Second Amendment"), all of the above was recorded in the Office of the Santa Barbara County Recorder;

WHEREAS, the Declarants now desire to amend the Second Amendment; and

WHEREAS, the Second Amendment may be so amended in accordance with Article XI, Section 11.02;

NOW, THEREFORE, the Members of the San Antonio Village Owners' Association hereby amend the Second Amendment as stated below.

1. The last 2 sentences set forth in Section 3.01, Article III of the Second Amendment, which read as follows, are stricken in their entirety:

"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."

2. Article VI, Sections 6.01 through 6.05 of the Second Amendment are stricken in their entirety.

3. Article VII, Sections 7.01 and 7.02 of the Second Amendment are stricken in their entirety.

4. Article VIII, Sections 8.01, 8.02, 8.03, 8.04 and 8.05 (a) through (c) of the Second Amendment are stricken in their entirety.

5. Article X, Sections 10.01 (a) and 10.02 of the Second Amendment are stricken in their entirety.

6. Article XI, Section 11.02 of the Second Amendment is stricken in its entirety.

7. The following is added to the Second Amendment as Section 3.03:

"3.03 Renting/Leasing: In order to preserve and protect the residential character of the Development and to encourage pride of ownership, Lots, and the improvements on any Lot (collectively the "Lot"), shall only be rented or leased under the following circumstances:

(a) The Owner and tenant must enter into a written rental/lease agreement which must state: (1) that the tenant has received a copy of the Association's most current CC&R's and Rules and Regulations and; (2) commencement of the rental/lease agreement is contingent.

upon full and complete compliance with the provisions of Section 3.03 (b) through (e) set forth below:

(b) The written rental/lease agreement must state that the tenant, and all persons occupying under the tenant, will, in their use and occupancy of the Complex, be bound by and abide by the Association's Governing Documents. The written rental/lease agreement must state that the tenant's failure, or the failure of any of those occupying under the tenant, to abide by the Governing Documents shall constitute a material breach of the written rental/lease agreement. Upon the occurrence of such a material breach, the Owner shall promptly take action to terminate the rental/lease agreement and, if necessary, evict the tenant and occupants in compliance with California law;

(c) The written rental/lease agreement must identify, by name, each occupant of the Lot. All occupants over the age of 18 years must sign the written rental/lease agreement;

(d) No rental/lease agreement shall be for a term of less than 30 days;

(e) The Owner must provide a copy of the rental/lease agreement to the Board, which agreement must satisfy the requirements set forth above; and

For purposes of Section 3.03, a Lot shall be deemed rented and/or leased when:

(i) Compensation, whether monetary, barter, or trade, is exchanged between the Owner and any other individual or entity for the right to use or occupy the Lot; or

(ii) The Lot is occupied for more than thirty (30) consecutive days during which the Owner did not also occupy the Lot for a minimum of forty-eight (48) hours.

Notwithstanding anything set forth above, this Section 3.03 shall not be applicable to any Owner who, on the date this document was recorded with the Santa Barbara County

Recorder's Office, is renting/ leasing their Lot, provided that such Owner, prior to said recording date, has notified the Association in writing of the identity of their tenants. Upon the termination of the identified tenant's tenancy, the provisions of Section 3.03 shall be fully enforceable against any Owner who was, on said recording date, entitled to rent/lease their Lot by reason of this Section."

8. The following is added to the Second Amendment as Section 3.04:

"3.04 Owner's Liability for Guests and Tenants: Each Owner shall be personally liable for, and may be fined for, their family members', tenants', guests', and invitees' failure to comply with the Association's Governing Documents. Owners shall further be personally liable for all damage to the Common Area and/or Common Area Facilities caused by such persons."

9. The following is added to the Second Amendment as Article VI, Sections 6.01 through 6.11:

6.01 Types of Insurance Coverage: The Association shall purchase, obtain, and maintain, with the premiums therefore being paid by the Association, the following types of insurance, if and to the extent such insurance with the coverages described below, is available at a reasonable premium cost:

(a) Fire and Casualty Insurance: The Association shall obtain and maintain a master or blanket policy of fire and casualty insurance, written on all risk, replacement cost basis, on all Residential Structures, as originally constructed on the Residence Lots, on the Common Facilities, and other improvements on the Common Area owned or belonging to the Association. The insurance shall be kept in full force and effect at all times. The full replacement value of the insured property shall be re-determined on an annual basis. Depending upon the nature of the insured property and the requirements, if any, imposed by First Institutional Mortgagees having an interest in such property, the policies maintained by the Association under this section shall contain an agreed amount endorsement or a contingent liability from operation of building laws endorsement or the equivalent, an extended

coverage endorsement, vandalism and malicious mischief coverage, a special form endorsement, and a clause to permit cash settlements for full insurable value in case of partial destruction. The policies required hereunder shall name as insured the Association, all Owners, and all Mortgagees, as their respective interests may appear. The policies may contain a loss payable endorsement in favor of the trustee described in Section 6.06 below and may also provide for a deductible as set forth in Section 6.06 below.

With respect to coverage for the Residential Structures located on the Residence Lots, the policy shall cover the structures as originally constructed on such Lots. The policy shall also provide coverage for paint, floor coverings, utility fixtures including gas, electrical, and plumbing, built-in cabinets, built-in appliances, built-in heating systems, and water heaters, all as originally constructed but excluding any personal property located in, on, or upon any Residence Lots and excluding any Owner improvements or upgrades to any of the foregoing.

With respect to coverage for the improvements located upon the Common Area, the policy shall cover all improvements located thereon owned by the Association including structures, sidewalks, roads, curbs, gutters, utility lines, and any additions or extensions thereto; all fixtures, machinery, and equipment permanently affixed to the structures located on the Common Area; fences; monuments; exterior lighting; exterior signs; landscaping; and personal property owned or maintained by the Association.

The policy obtained by the Association pursuant to Section 6.01 shall be primary and non-contributing with any other insurance covering the same loss.

(b) Public Liability and Property Damage Insurance:
The Association shall maintain a policy of comprehensive public liability and property damage insurance naming as parties insured the Association, each member of Board, any manager, the Owners and occupants of Residential Structures on the Residence Lots, and such other persons as the Board may determine. The policy will insure each named party

against any liability incident to the ownership and use of the Common Area and Exclusive Use Common Area, including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000) covering all claims for death, personal injury, and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location, and use.

(c) Director's and Officer's Liability Insurance: To the extent such insurance is reasonably obtainable, the Association shall maintain individual liability insurance for its directors and officers providing coverage for negligent acts and omissions in their official capacities. The minimum coverage of such insurance shall be at least One Million Dollars (\$1,000,000).

(d) Additional Insurance and Bonds: To the extent such insurance is reasonably obtainable, the Board may also purchase such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including, without limiting the generality of this section, demolition insurance, flood insurance, and workers' compensation insurance. The Board shall also purchase and maintain fidelity bonds or insurance in an amount not less than one-hundred percent (100%) of each year's estimated annual operating expenses and shall contain an endorsement of any person who may serve without compensation.

6.02 Deductibles: Any insurance policy required by this Article VI may provide for a deductible or self-insured retention as the Board may, from time to time, deem appropriate and in the best interests of the Association.

6.03 Coverage Not Available: In the event any insurance policy, or any endorsement, required by this Article VI is for any reason not available, or is not available at a reasonable price, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage hereinabove

described. The Board shall notify the Owners of any material adverse changes in the Association's insurance coverage.

6.04 Copies of Policies: Copies of all insurance policies (or certificates thereof showing the premiums thereon have been paid) shall be retained by the Association and shall be available for inspection by Owners at any reasonable time.

6.05 Individual Fire and Casualty Insurance Limited: Except as provided in this section, no Owner can separately insure the Residential Structure on their Residence Lot as originally constructed or any part of thereof against loss by fire or other casualty covered by the Association's blanket insurance carried under Section 6.01 (a), above. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under the provisions of Section 6.01(a) that results from the existence of such other insurance will be chargeable to the Owner who acquired such other insurance, and the Owner will be liable to the Association to the extent of any diminution. An Owner can insure his or her personal property against loss. In addition, any improvements or betterments made by an Owner within, upon or to his or her Residential Structure or Residence Lot may be separately insured by the Owner, but the insurance is to be limited to the type and nature of coverage commonly known as "tenant's improvements." All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other Owners, the Association, and any Mortgagee of such Lot.

6.06 Trustee: All insurance proceeds payable under Section 6.01, and subject to the rights of any Institutional First Mortgagees may, in the discretion of the Board of Directors, be paid to a trustee to be held and expended for the benefit of the Owners, Mortgagees, and others, as their respective interests shall appear.

6.07 Adjustment of Losses: The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried under Section 6.01. For each policy of insurance maintained by the Association under this Article VI, the Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

6.08 Insurance on Residential Structures and Residence Lots: Except as otherwise stated in this Article VI of this Declaration, an Owner may carry whatever personal liability, property damage liability, fire, and casualty insurance with respect to his or her Residential Structure, Residence Lot and personal property as the Owner desires. The Association shall have no responsibility for the adequacy or extent of such insurance coverage.

6.09 Earthquake Insurance: The Association may carry an earthquake endorsement, if it is available and obtainable at a reasonable cost. If carried, Earthquake insurance may not be cancelled unless approved by a majority of the total voting power of the Members. To the extent reasonably obtainable, the earthquake endorsement shall cover all Residential Structures as originally constructed, Residence Lots, Common Area Facilities and improvements located upon the Common Area belonging to the Association or maintained by the Association.

6.10 Periodic Insurance Review: The Board periodically, and not less than once every three (3) years, shall review the Association's insurance policies and make such adjustments to the policies' terms and conditions as the Board considers being in the best interest of the Association.

6.11 Insurance Disclosure: The Association shall make those insurance disclosures as required by California Civil Code section 1365(f).

10. The following is added to the Second Amendment as Article VII, Sections 7.01 through 7.06:

7.01 Common Area Maintenance: The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of all portions of the Common Area and all improvements thereon, including the Common Facilities.

Without limiting the foregoing, the Association shall be responsible for:

(a) The reconstruction, replacement, or refinishing of any Common Facility in accordance with the original design, finish or standard of construction of such item.

(b) The replacement of trees or other vegetation and the planting of trees, shrubs, and ground cover on any portion of the Common Area as the Board deems appropriate.

(c) The replacement and maintenance of such signs as the Association may deem necessary for the identification of the development and of roads, the regulation of traffic, including parking, and the regulation and use of the Common Area and Common Facilities.

(d) Notwithstanding the foregoing, the Association shall have no responsibility for maintenance, repair, upkeep and/or replacement of any item which is defined as Exclusive Use Common Area under the provisions of California Civil Code section 4145, responsibility therefore being the obligation of the Owner whose Separate Interest is appurtenant thereto.

7.02 Association Maintenance Responsibilities with Respect to Residence Lots: The Association shall provide exterior maintenance to the structures, as originally constructed on each Residence Lot, ("Residential Structure(s)") as follows:

(a) Paint, stain, and clean the exterior building surfaces of all Residential Structures including roofs, gutters, fences (subject to that stated in Section 7.05 below), downspouts, and exterior walls, provided, however, that the Association shall not be responsible for the repair or replacement of exterior doors, screens, garage doors, exterior lighting fixtures, waterproof membranes, studs, framing, beams, windows, window frames, doors, door frames, window and door flashing, plaster flashing, and other hardware and glass surfaces. Additionally, and except as noted in Section 7.02 (c) below, the Association's responsibility for exterior maintenance on the Residential Structures does not extend below the exterior plaster on the Residential Structures, nor to wood or metal repair or replacement, or any other necessary repairs or replacements, that may be required or necessary for the Residential Structures, responsibility therefore being the obligation of the Owner of the Residential Structure. However, with respect to roofs on the Residential Structures, the Association shall be responsible for all necessary repair and replacement of the roofing material down to but not including the roof rafters and beams. The

Association shall also be responsible for repair and replacement of roof flashing.

(b) Replace and care for trees, shrubs, grass, walkways and other landscaping improvements located upon the Residence Lots excluding improvements located within fenced or enclosed Patio areas on such Lots.

(c) The Association is responsible for the repair and maintenance on all Lots, including the Residence Lots, as may be occasioned by the presence of wood-destroying pests and organisms. This obligation shall include preventative maintenance and fumigation as may be deemed reasonably necessary and prudent by the Association's Board of Directors. Excluded from the provisions of this paragraph are maintenance, repair and replacement of fencing, responsibility for which shall be governed by the provisions of Section 7.05 below

7.03 Owner Maintenance Responsibilities: Each Owner of a Residence Lot shall be responsible for maintenance and repair as follows:

(a) Except as specifically provided in Section 7.02 above and Article VIII below, each Owner shall be responsible for the maintenance, repair and replacement of his or her Residential Structure together with all other improvements on the Owner's Residence Lot including, without limitation, the glass surfaces, glass doors, windows, screens and screen doors, other exterior doors, window fixtures, any hardware, improvements within enclosed Patio areas, concrete surfaces within the fenced or enclosed areas on their Residence Lot, the interior of his or her Residential Structure, plumbing, electrical, heating and air-conditioning systems, and fixtures serving his or her Residence Lot. Owners are also responsible for the maintenance and replacement of all exterior landscaping within enclosed Patio areas located on their Residence Lot.

(b) In addition to that stated in Section 7.03 (a) above, and regardless where located, Owners are also responsible for maintenance, repair and, if necessary, replacement of all utility lines serving their Residence Lot including, but not limited to, water lines, electrical lines, gas lines, sewer lines and phone lines, from the

fixtures which they serve within an Owner's Residential Structure/Residence Lot to that point where such lines connect with a utility line serving multiple Residence Lots or a utility meter, whichever occurs first. Subsequent thereto, maintenance, repair, and if necessary replacement, will be the responsibility of the Association

(c) Except in the enclosed Patio areas located on Residence Lots, no landscaping, planting or gardening shall be done on any Residence Lot, and there shall be no exterior painting of the structures on the Residence Lots, nor repair or replacing of the roofs serving a Residence Lot by or on behalf of the Owners thereof, it being the intention hereunder that such items be maintained and replaced by the Association in conjunction with the Association's maintenance responsibilities in order to preserve the external harmony and uniformity of appearance of the structures within the Development all as set forth in Section 7.02 above.

7.04 Association's Recovery of Costs of Certain Repairs and Maintenance:

(a) Association Maintenance Necessitated By Owner Negligence: If the need for maintenance or repair that would otherwise be the Association's responsibility hereunder is caused through the willful or negligent acts of an Owner, his or her family members, guests, tenants, or invitees and is not covered and paid for by insurance policies maintained by the Association or the responsible Owner, the cost of such maintenance or repairs shall be subject to recovery by the Association through the imposition of an assessment against the offending Owner as provided in California Civil Code section 5725 or recovery by any other lawful means which the Association may so elect.

(b) Owner Defaults in Maintenance Responsibilities: If an Owner fails to perform maintenance or repair functions as required by the Association's Governing Documents, the Association may give written notice to the offending Owner with a request to correct the failure within 15 days after such notice is sent to the Owner's address of record as provided in California Civil Code section 4040 (a) (1). If the Owner refuses or fails to

perform any necessary repairs or maintenance within said period, the Association may, upon not less than 24 hour advance written notice of intent to enter posted on the front door of the Residential Structure, enter the Residence Lot or Residential Structure of the Owner as reasonably necessary and perform the repair or maintenance which the Owner failed to perform. Thereafter, the cost of performing such repair or maintenance shall be subject to recovery by the Association through the imposition of an assessment against the offending Owner as provided in California Civil Code section 5725 or recovery by any other lawful means as the Association may so elect.

(c) Cooperative Maintenance Obligations: To the extent necessary or desirable to accomplish the Association's maintenance and repair obligations hereunder, individual Owner shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work.

7.05 Maintenance of Common Fences: Except as provided in Article VIII below, maintenance, repair and replacement, of fences between two Residence Lots is the joint responsibility of the Owners of the two Residence Lots. Each Owner shall pay one half of the cost of such maintenance, repair and replacement, as the case may be. Except as provided in Article VIII below, maintenance of fences that form a border between a Residence Lot and Common Area, or on the boundary of the Development, shall be allocated as follows:

(a) If such fence is part of the original construction of the Development, then the structure of an exterior surface of such fencing facing the Common Area shall be maintained/painted by the Association, and the interior surface shall be maintained/painted by the Owner of such Residence Lot. Where such fencing needs to be repaired or replaced, the Association shall perform necessary maintenance replacement and the cost shall be equally divided between the Owner and the Association.

(b) If such fence is installed by an Owner, the Owner of the Residence Lot adjacent to the fence shall maintain the structure and surface of such fence facing the Lot. The exterior of the fence facing the Common Area or outer perimeter of the Development shall be painted by the

Association. Where such fencing needs to be repaired or replaced, the Owner of the Residence Lot adjacent to the fence shall be responsible therefore.

(c) Any individual or entity having an obligation to maintain, repair or replace pursuant to Section 7.05, may seek reimbursement from the individual or entity, if any, whose willful or negligent act(s) caused the need for such maintenance, repair or replacement.

7.06 Maintenance of Party Walls: Residences within the Development share a common wall and roof along property lines. This Section (7.06) is intended to address the respective responsibilities of adjoining Owners with respect to such shared improvements. Each common wall and common roof that is placed on the dividing line between Residence Lots shall constitute a Party Wall (the term Party Wall refers to shared walls and shared roofs). To the extent not inconsistent with the provisions of this Amendment, the general rules of law regarding Party Walls and liability for property damage caused by negligence or willful acts or omissions shall apply thereto.

(a) Except as otherwise stated in Section 7.02 above and Article VIII below, the responsibility for and cost of repair and maintenance of a Party Wall shall be equally shared by the Owners who make use of the wall.

(b) Any individual or entity having an obligation to maintain, repair or replace pursuant to Section 7.06, may seek reimbursement from the individual or entity, if any, whose willful or negligent act(s) caused the need for such maintenance, repair or replacement.

7.07 Liability for Water Damage: The Association shall not be liable for any damage or injury to any Residence Lot, improvements or structures on any Residence Lot, personal property on any Residence Lot, or personal property on the Common Area or Exclusive Use Common Area caused by or resulting from water which may leak or flow from the outside of any structure in the Development or from any pipes, drains, conduits, appliances, or equipment, or from any other place or cause, unless caused by the gross negligence of the Association.

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11. The following is added to the Second Amendment as Article VIII, Section 8.01 through Section 8.06:

8.01 Destruction of Development: If there is total or partial destruction of the Common Area, Common Facility, Exclusive Use Common Area or Residential Structure(s) on any Residence Lot, by fire or other casualty, the Association shall have the duty to promptly repair and reconstruct without the consent of Owners and irrespective of the amount of available insurance proceeds in all cases.

8.02 Apportionment of Assessments for Reconstruction: If the Association is obligated to repair and reconstruct pursuant to this Article VIII, all Owners shall be obligated to contribute their proportionate share of the cost to repair and reconstruct over and above insurance proceeds and the Association may specially assess each Owner for their proportionate share. If any Owner fails or refuses to pay their proportionate share, the Association may take appropriate action to collect the special assessment pursuant to the remedies set forth in Article V of the Second Amendment.

8.03 Rebuilding Contract and Completion: Upon an obligation to repair and reconstruct pursuant to this Article VIII, and where the cost to repair and reconstruct can reasonably be expected to exceed Five Thousand Dollars (\$5,000.00), the Association shall solicit and obtain bids from at least two (2) reputable contractors to repair and reconstruct in accordance with the original plans. The Association shall award the repair and reconstruction work to the lowest qualified bidder that otherwise meets the requirements set forth by the Association in its solicitation for bids. The Association shall have the power and authority to enter into a contract for repair and reconstruction. It shall further be the obligation of the Association to take all steps necessary to assure commencement and completion of the repair and rebuilding at the earliest possible date.

8.04 Standards of Rebuilding by the Association: Where the Association is obligated to repair and reconstruct pursuant to this Article VIII, the Association shall repair and reconstruct in accordance with the original plans and specifications for that being repaired and/or reconstructed. With the exception of required Code upgrades, the material, fixtures, and workmanship used shall be equal in type and quality to that used when the

Development was originally constructed. Notwithstanding anything stated to the contrary, where a Residential Structure is to be rebuilt on any Residence Lot pursuant to the provisions of this Article VIII, the Owner thereof may demand that any modification or upgrade made to the structure, prior to the damage or destruction thereof, be incorporated into the repair and reconstruction. The Association will be obligated to incorporate such modification or upgrade only where: (1) the modification or upgrade was approved in writing by the Association prior to the damage or destruction; (2) the modification or upgrade can be incorporated into the repair and reconstruction in compliance with all applicable governmental laws and ordinances; and (3) the Owner requesting the modification or upgrade pays to the Association when demanded all costs arising there from, or which can be reasonably expected to arise there from including, but not limited to, plans, specifications, permits, professional fees including but not limited to engineering, legal and architectural fees, material, labor, and contractor's overhead and profit. To the extent payment by the Owner to the Association exceeds said costs; the Association shall refund such excess upon completion of construction. To the extent that payment by the Owner to the Association does not sufficiently cover the foregoing costs, upon written demand the Owner shall immediately tender full payment to the Association

8.05 Owner's Responsibility to Pay Costs of Repair or Reconstruction: If the need to repair or reconstruct is necessitated by misuse, negligence, willful misconduct, or intentional act of an Owner, an Owner's family members' an Owner's tenants or tenant's family members' an Owner's guests' an Owner's invitees' or an Owner's contract purchaser or their family members, the Owner shall be responsible for the cost thereof, except to the extent that such repair or reconstruction is covered by insurance in favor of the Association.

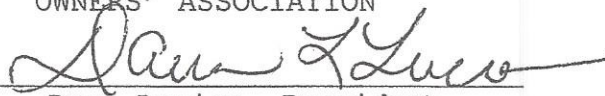
8.06 Not Applicable to Ordinary and Expected Deterioration: The provisions of this Article VIII are not applicable to maintenance, repair, replacement or rebuilding necessitated by ordinary and expected wear and tear and/or deterioration. Where the need to repair, replace, or rebuild is a consequence of ordinary and expected wear and tear and/or deterioration, responsibility therefore, depending upon the item in need of repair, replacement, or rebuilding, shall be governed by the provisions of Article VII above.

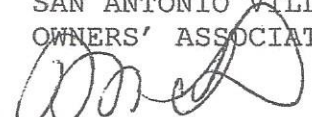
12. The following is added to the Second Amendment as Article XI, Section 11.02:

11.02 Amendment: The Second Amendment together with this First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions may be amended or terminated, in whole or in part, upon a vote of the Owners of not less than 60% of the voting power of the Owners of Residence Lots which fact shall be certified in writing executed and acknowledged by the Secretary of the Association all as required by California Civil Code section 4270. Such vote shall be conducted in accordance with the provisions of California Civil Code section 5100 et seq.

13. The provisions of this First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the San Antonio Village Owners' Association shall supersede any conflicting provisions in the Association's Governing Documents which predate this Amendment. Except as otherwise stated herein, the Governing Documents of the Association, including the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the San Antonio Village Owners' Association, remain fully enforceable according to their terms.

IN WITNESS WHEREOF, the Association, having obtained the required percentage of votes necessary, has amended the Covenants, Conditions, and Restrictions as herein described.

DATED: July 6, 2015 By: 
SAN ANTONIO VILLAGE OWNERS' ASSOCIATION
Dawn Lucian, President

DATED: July 6, 2015 By: 
SAN ANTONIO VILLAGE OWNERS' ASSOCIATION
Lynn Nichols, Secretary

Signatures must be notarized.

CERTIFICATE OF PRESIDENT & SECRETARY

We certify that:

1. We are the duly qualified and acting President and Secretary of the San Antonio Village Owners' Association.
2. The attached First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the San Antonio Village Owners' Association was properly presented to the Members of the Association for approval at a properly noticed and held meeting and in compliance with California law.
3. Over seventy-five percent (75%) of the Members of the Association entitled to vote cast their ballots approving the attached First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the San Antonio Village Owners' Association.

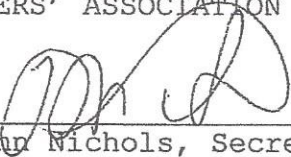
SAN ANTONIO VILLAGE
OWNERS' ASSOCIATION

DATED: July 6, 2015

By: 
Dawn Lucian, President

SAN ANTONIO VILLAGE
OWNERS' ASSOCIATION

DATED: July 6, 2015

By: 
Lynn Nichols, Secretary

Signatures must be notarized.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Santa Barbara

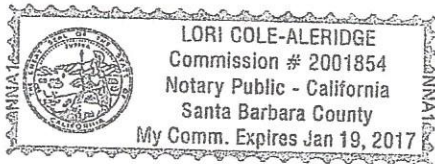
On 7/6/15 before me, Lori Cole-Aleridge, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared - Dawn Lucian and Lynn Nichols -
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Amendment to CC+R's Document Date: _____

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Other: _____

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Individual Attorney in Fact

Trustee Guardian or Conservator

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