



2011-0042073

Recorded	REC FEE	0.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		

02:49PM 25-Jul-2011	JH	Page 1 of 7
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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Embarcadero Municipal Improvement District
224 Vereda Leyenda
Goleta, CA 93117

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ccw

Exempt from recording fees pursuant
to Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

THIS SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS (these "CC&Rs") is made as of this 19th day of July, 2011, by the unanimous vote of the members of the Board of Directors of the Embarcadero Municipal Improvement District (hereinafter "EMID" or "Declarant").

Recitals

WHEREAS, the Property, as defined below, is subject to that certain Amended and Restated Declaration of Restrictions recorded on November 15, 2010 as Instrument No. 2010-0064601 in the Official Records of Santa Barbara County (the "2010 CC&Rs").

WHEREAS, Section III.3 of the 2010 CC&Rs provides that, at any time, or from time to time, the EMID Board of Directors may modify, amend or cancel all or any provisions of the 2010 CC&Rs and any supplement or amendment thereto by adopting by a unanimous vote of its members a resolution setting forth the modification, amendment or cancellation (the "Approval Resolution").

WHEREAS, pursuant to Section III.3 of the 2010 CC&Rs, on July 19, 2011 the EMID Board of Directors adopted an Approval Resolution by a unanimous vote of its members to amend, restate and supersede the 2010 CC&Rs in their entirety, as set forth below.

NOW, THEREFORE, Declarant declares that the Property, as defined below, shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved subject to the declarations, limitations, covenants, restrictions, and easements contained in these CC&Rs, all of which are imposed as equitable servitudes pursuant to a general plan for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part of it, in accordance with the provisions hereof.

SECTION I. DEFINITIONS

Whenever used in these CC&Rs, the following terms shall have the following meanings:

1. "Property" means the real property which is subject to these CC&Rs situated in the County of Santa Barbara, State of California, and more particularly described as follows:

Lots 2 through 98, 100 through 115, 117 through 140, 142 through 157 and lot 159 of Tract 10074, Unit One (1), in the County of Santa Barbara, State of California, as per map recorded June 8, 1960, in Book 53, page 72 et seq., in the office of the County Recorder of Santa Barbara County, California.

The term "Property" also refers to any additional real property which is made subject to these CC&Rs in the future in accordance with the provisions hereof.

2. "Accessory building" means a building whose use is customarily incidental, appropriate and subordinate to that of a single family residence located on the same lot, such as a guest house, residential second unit (as defined below), barn, stable, corral or paddock, pool house, garage, storage building, gazebo, or utility shed.
3. "Building" means a structure with a roof supported by columns or walls and intended to provide shelter, housing or enclosure of persons, animals or chattel, but does not include travel trailers.
4. "Gross lot area" means the area included within the boundaries of the lot as described in the latest recorded deed to the lot or as shown on the recorded lot or subdivision map creating the lot, inclusive of any portion so described or mapped, lying within a public or private street.
5. "Home business," also known as a home occupation, means a commercial activity conducted entirely within the dwelling portion of a single family residence, or conducted entirely within an artist studio, by residents of the single family residence located on the same lot on which the home business is conducted.
6. "Lot" means (i) any one of the numbered lots which are subject to these CC&Rs, as identified in Section I.1 above and (ii) any new or reconfigured legal parcels created by a lot split, lot line adjustment, subdivision, resubdivision, merger or other change of property lines with respect to any such lots.
7. "Residential second unit" means a room or group of rooms including permanent provisions for living, sleeping, eating, cooking, bathing and sanitary facilities, constituting a separate and independent housekeeping unit on a permanent foundation that provides complete, independent living facilities for one or more persons in addition to the primary single family residence on the same lot. A residential second unit may be attached to or detached from the primary single family residence on the same lot.
8. "Single family residence" means a room or group of rooms with interior access between all habitable rooms, including permanent provisions for living, sleeping, eating, cooking, bathing and sanitary facilities, constituting a separate and independent housekeeping unit,

occupied or intended for occupancy by a family on a non-transient basis and having not more than one kitchen.

9. "Street" means any street, road, highway or other thoroughfare shown on the map of the Property referenced in Section I.1.

SECTION II. PROPERTY DIVISION

1. None of the lots within the Property may be divided or subdivided without the prior written approval of EMID. Each lot or parcel resulting from such division or subdivision shall be not less than .75 acres in gross lot area and shall be in compliance with the zoning regulations established by the County of Santa Barbara.

SECTION III. TERM AND AMENDMENTS

1. These CC&Rs shall run with the land and shall be binding and in full force and effect until January 1st, 2040 AD., for the mutual benefit of the owners and successors of each and all of the lots within the Property, and, where so stated, shall be considered as creating easements with respect to the lots subject hereto.
2. At any time, or from time to time, the owners of record of at least sixty-six and 67/100 percent (66.67%) of the lots may modify, amend, or cancel all or any provisions of these CC&Rs and any supplement or amendment hereto by executing a written instrument setting forth the agreement and approval of such owners of record to the modification, amendment or cancellation (the "Approval Instrument"). The Approval Instrument may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event that executed copies of the Approval Instrument are provided by any owners by facsimile, email or other electronic transmission, the facsimile, email or electronic copies and the signatures thereon shall for all purposes be treated as originals. The document setting forth the modification, amendment or cancellation shall (i) be signed and acknowledged by the President and Secretary of EMID on behalf of EMID, (ii) contain a certification by the President and Secretary of EMID stating that the owners of record of at least sixty-six and 67/100 percent (66.67%) of the lots have executed the Approval Instrument, and (iii) be recorded with the Official Records of Santa Barbara County, California.
3. Alternatively, at any time, or from time to time, the EMID Board of Directors may modify, amend or cancel all or any provisions of these CC&Rs and any supplement or amendment hereto by adopting by a unanimous vote by its members a resolution setting forth the modification, amendment or cancellation (the "Approval Resolution"). The document setting forth the modification, amendment or cancellation shall (i) be signed and acknowledged by the President and Secretary of EMID on behalf of EMID, (ii) contain a certification by the President and Secretary of EMID stating the Approval Resolution was adopted by a unanimous vote of the members of the EMID Board, and (iii) be recorded with the Official Records of Santa Barbara County, California.
4. EMID reserves the right, by amendment to these CC&Rs, to subject additional lots, parcels or portions of the lands adjacent to the Property ("Additional Lands") to these CC&Rs, provided that (i) the Additional Lands are owned by EMID, or (ii) all record owners of the

Additional Lands consent in writing to having the Additional Lands made subject to these CC&Rs.

SECTION IV. RULES APPLICABLE TO ALL BUILDINGS

The following apply to the alteration, construction, reconstruction and use of buildings on any lot within the Property.

1. **Accessory buildings.**
 - a. Accessory buildings, including residential second units, which are in compliance with the zoning regulations established by the County of Santa Barbara, are allowed.
 - b. If visible from the street and greater than 120 square feet of floor area, accessory buildings shall be architecturally compatible with the single family residence on the lot.
2. **Commercial activities.** No commercial activity shall be conducted upon the Property or any part thereof other than:
 - a. The development and sale of the Property or any portion thereof; or
 - b. Home businesses or home occupations that are allowed by the zoning regulations established by the County of Santa Barbara.
3. **Landscape design.** No hedge, hedge-row, tree, plant, vegetation, wall or fence shall be planted, erected, or located upon any lot in such location, nor be allowed to grow to such height, as determined by the sole opinion of EMID, as to unreasonably interfere with:
 - a. Clear lines of sight for vehicles traveling on the street;
 - b. Clear lines of sight for vehicles entering a street at an intersection or a driveway.
4. **Signs.** No sign or other advertising device of any type shall be erected or maintained upon any part of the Property or on any lot therein other than:
 - a. One sign per street frontage not larger than three feet by three feet advertising a lot for sale or rent. If a lot is located on a private driveway or road, and is not visible from a main street, a sign advertising the lot for sale or rent is permitted to be located at the end of the private driveway where it intersects the street.
 - b. Signs that are allowed by the zoning regulations established by the County of Santa Barbara.
5. **Swimming pools, spas, and appurtenant equipment.** Pool and spa equipment shall be screened from view from any other lot or street located within the Property by plantings, fences or other means approved by EMID and shall be designed and maintained to control excessive noise.

SECTION V. EASEMENTS

Declarant reserves an easement and/or right of way over and under a ten (10) foot strip of land bordering both sides of each street located in Unit One (1) of Tract 10074, as per map recorded June 8, 1960, in Book 53, page 72 et seq., in the office of the County Recorder of Santa Barbara County, California, and a twenty (20) foot strip of land bordering both sides of Tecolote Creek located in said Unit One (1) of Tract 10074, as may be necessary or convenient for erecting constructing, maintaining and operating bridle trails, sewers, flood control, water pipes, or public service wires and conduits for lighting, heating, power, master television systems, telephone, and other means and methods of conducting and performing any public or quasi-public utility service or function.

SECTION VI. ENFORCEMENT


1. The provisions contained in these CC&Rs shall be enforceable by EMID, and by the owner or owners of any portion of the Property, and by their respective legal representatives, heirs, successors and assigns.
2. Failure by EMID, or by the owner or owners of any portion of the Property or by their respective legal representatives, heirs, successors and assigns to enforce any of these CC&Rs shall in no event be deemed a waiver of the right to do so in the future.
3. Should any one or more of the provisions of these CC&Rs be or become invalid or unenforceable from any cause whatsoever, the remainder of them shall nevertheless remain in full force and effect.
4. All of the declarations, limitations, covenants, conditions, restrictions, and easements contained herein shall constitute covenants that run with the land and are binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the property.


SECTION VII. PRIOR CC&RS

These CC&Rs shall amend, restate and supersede the 2010 CC&Rs in their entirety.

IN WITNESS WHEREOF, these CC&Rs have been executed as of the date first set forth above by the Embarcadero Municipal Improvement District.

EMBARCADERO MUNICIPAL
IMPROVEMENT DISTRICT

By 
John C. Bowman
President of the Board of Directors

By 
Chuck Riharb
Secretary of the Board of Directors

CERTIFICATION

On July 19, 2011, the Embarcadero Municipal Improvement District Board of Directors adopted by a unanimous vote by its members a resolution setting forth and approving this Second Amended and Restated Declaration of Restrictions and all of the terms and provisions set forth herein.

The undersigned certify (or declare) under penalty of perjury that the foregoing statement is true and correct.

Executed at Santa Barbara, California, this 22nd day of July, 2011.



John C. Bowman
President of the Board of Directors
Embarcadero Municipal Improvement District



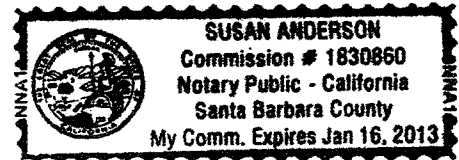
Chuck Riharb
Secretary of the Board of Directors
Embarcadero Municipal Improvement District

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On July 22, 2011, before me, Susan Anderson, a Notary Public, personally appeared JOHN C. BOWMAN, 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 Susan Anderson (Seal)



STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On July 22, 2011, before me, Susan Anderson, a Notary Public, personally appeared CHUCK RIHARB, 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 Susan Anderson (Seal)

