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MORE MESA SHORES

FIRST AMENDED AND RESTATED DECLARATION OF

CONDITIONS, COVENANTS AND RESTRICTIONS

AFFECTING BEGUHL TRACT (BEING A PORTION OF THE MORE RANCH IN RANCHO LA GOLETA) KNOWN AS MORE MESA SHORES

COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

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**FIRST AMENDED AND RESTATED
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
AFFECTING BEGUHL TRACT
(BEING A PORTION OF THE MORE RANCH IN RANCHO LA GOLETA)
KNOWN AS MORE MESA SHORES
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA**

This First Amended and Restated Declaration of Conditions, Covenants and Restrictions affecting More Mesa Shores (hereinafter referred to as the "Restated Declaration") is made with reference to the following facts:

A. The Original Declaration was recorded September 19, 1956, in Book 1403, Page 214, Document No. 18453, of Official Records of the County of Santa Barbara, California.

B. The Original Declaration was amended in 1957 as Document No. 19364, in 1998 as Document No. 98-100822, in 2003 as Document No. 2003-0127620, and in 2006 as Document No. 2006-0013736 and are applicable to the properties show in Book 37, page 88 of Maps and in Book 65, Pages 27 through 31 of Maps as recorded in the office of the County Recorder of Santa Barbara, California, attached hereto as Exhibit "A". The Original Declaration and the subsequent four amendments are hereinafter referred to collectively as the "CC&R's".

C. More Mesa Shores is a "planned development" within the meaning of the California Civil Code, subject to the provisions of the Davis/Stirling Common Interest Property Act (Title VI, Part 4, Division 2nd of the Civil Code).

D. All real property within More Mesa Shores is held and shall be conveyed, used, occupied and improved subject to the following covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of, and an integral part of, a common vision (the "Vision") hereinafter set forth for the ownership, improvement and use of the properties within More Mesa Shores. The Vision is established and agreed upon for the purpose of preserving, protecting, and enhancing the unique character, desirability, attractiveness, and value of More Mesa Shores. All of the covenants, conditions, easements and restrictions shall run with More Mesa Shores, shall be binding upon all parties having or acquiring any right, title or interest therein, shall be for the benefit of each Owner of any portion of More Mesa Shores or any interest therein, and shall inure to the benefit of and be binding on each successor in interest of the Owners thereof.

E. The required majority of Owners wish, and intend by this instrument, to amend and restate the CC&R's, and has voted by ballot to amend and restate the CC&R's as provided herein.

THE VISION

More Mesa Shores is a tranquil, private community, with limited traffic and a strong sense of “neighborhood”. Consistent with this Vision, the Association will enforce this Declaration, the Bylaws and regulations to limit commercialization of our lifestyle and excessive use of our Common Areas. The Vision of ownership and use established by this Restated Declaration is intended to maintain the tradition of the amenities, rights, privileges and responsibilities that have come with ownership of property in More Mesa Shores. The amenities include (i) membership in the More Mesa Shores Homeowners Association, (ii) the private road system, its appearance and maintenance, (iii) enjoyment of the semi-rural, low density quality of More Mesa Shores, consistent with no sidewalks, streetlights or other urban amenities, and (iv) use and enjoyment of trails and easements including their maintenance and controlled use. The rights and privileges include the benefits of the Restated Declaration, the use of the amenities and voting rights in the More Mesa Shores Homeowners Association (the “Association”). The responsibilities include the exercise of voting rights, being obligated by the outcome of voting and of reasonable decisions by the Association, including architectural review, lot-split and use restrictions and payment of assessments. It shall be the duty of the Owners and Board of the Association to effectuate the Vision and maintain More Mesa Shores in accordance with the historical standards the Owners have previously enjoyed and come to expect in More Mesa Shores.

NOW, THEREFORE, the CC&R’s are amended and restated in their entirety to read as one unified Declaration as follows:

ARTICLE I Definition of Terms

Unless expressly provided otherwise, the following terms as used herein shall have the following meaning:

1.01. Articles. The Articles of Incorporation of the Association filed with the California Secretary of State.

1.02. Association. More Mesa Shores Homeowners Association, a California nonprofit mutual benefit corporation.

1.03. Board. The Board of Directors of the Association.

1.04. Bylaws. The duly adopted Bylaws of the Association as amended.

1.05. Common Area. Any real property and improvements burdened by reciprocal easements or agreements for the common use and enjoyment of the Owners.

1.06. Facilities. Any improvements constructed in the Common Area, including but not limited to streets and trails, except for those improvements to be maintained by a public agency or public purveyor.

1.07. Declaration. This Restated Declaration, as it may be amended from time to time.

1.08. Lot. A Lot in More Mesa Shores created under the CC&Rs and this Declaration, or by applicable law and recognized as such on the records of the Association. Each lot within More Mesa Shores is granted one (1) vote and represents one (1) membership in the Association.

1.09. More Mesa Shores. All of the land originally subjected to the Beguhl Tract Declarations as described above in Recitals A and B, as well as any additional land that may be annexed from time to time.

1.10. Member. Each Lot in More Mesa Shores shall be entitled to one (1) membership in the Association. Each membership of the Association is referred to herein as a "Member".

1.11. Mortgage. A deed of trust as well as a Mortgage, both of which are security for the performance of an obligation.

1.12. Owner. The record Owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for performance of an obligation, together with contract purchasers in possession.

1.13. Property. The Property described in Article II.

1.14. Residence. A private residence designed and intended for the non-commercial use of a single family, including any and all associated outbuildings and structures on the Lot.

1.15. Santa Barbara County Code. All Lots and their respective Owners are governed and subject to the rules and regulations of Santa Barbara County Codes.

1.16. Single Family. For the purposes of these CC&R's a "single family" shall be defined as a household of adults and children, including domestic live-in help, comprising a single integrated economic unit.

1.17. Voting Power of the Association. At any time, the number of Members who are eligible to vote in accordance with the provisions of this Declaration, the ByLaws, and governing law.

ARTICLE II
Description of Land and Improvements

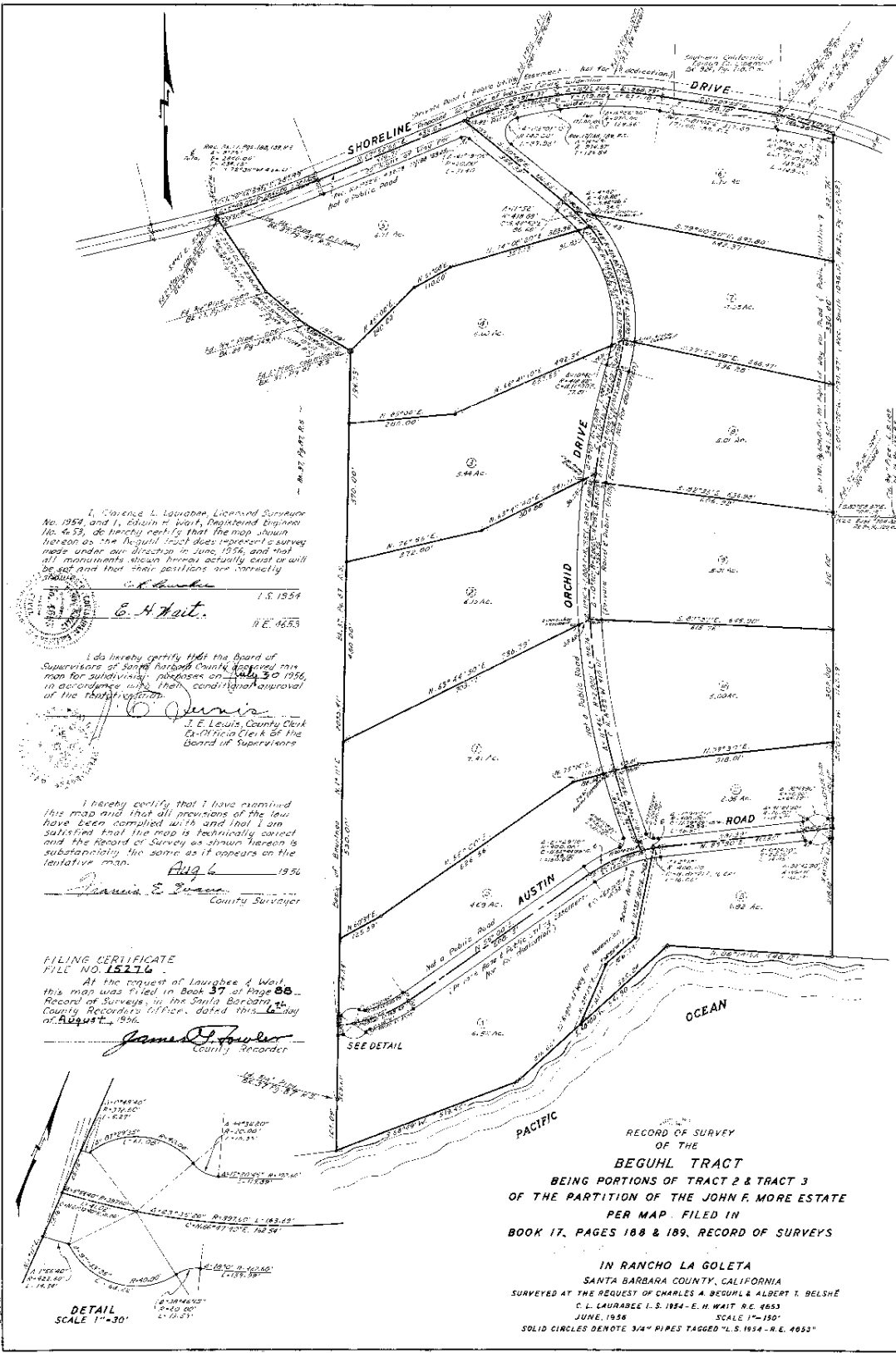
The property subject to this Declaration is all of the land originally subjected to the Beguhl Tract Declarations as described above in Recitals A and B, collectively known and referred to as “More Mesa Shores”. Additional real property may be made subject to this Declaration by affirmative vote of the Members, in accordance with the Bylaws.

ARTICLE III
The Owners’ Association

3.01. Management and Operations. Pursuant to Article 3.01 of the Bylaws, each Lot in More Mesa Shores shall be entitled to one Membership in the **More Mesa Shores Homeowners Association**, a nonprofit mutual benefit corporation. The powers as granted to the Association are for the purpose of operation, maintaining and managing the Property for the benefit of the Owners of the Lots and for providing such service for and conducting such common business affairs of its members, as specified in this Declaration, its Articles, its Bylaws and applicable law.

3.02. Consent to Becoming Member of Association. The purchaser’s of any Lot shall, by the acceptance of a deed therefore, and by the signing of contract or agreement to purchase the Lot, consent to becoming a member of the Association, to abide by the Articles, the Bylaws, the Declaration, and to accept all of the benefits and obligations of the Membership.

3.03. Powers of the Association. The powers of the Association, its membership, and their voting rights and the authority of its officers and directors shall be set forth in its Articles, Bylaws, and the Declaration and applicable law.



I, Clarence L. Laurabee, Licensed Surveyor No. 1854, and I, Edwin H. Wait, Registered Engineer No. 453, do hereby certify that the map shown hereon as the Beguhl tract does represent a survey made under our direction in June, 1936, and that all monuments shown hereon actually exist or will be set and their true positions are correctly shown.

C. L. Laurabee
E. H. Wait
 J. S. 1936
 N. E. 4653

I do hereby certify that the Board of Supervisors of Santa Barbara County approved this map for subdivision purposes on July 30, 1936, in accordance with their conditional approval of the tract as shown.

J. E. Lewis
 J. E. Lewis, County Clerk
 Official Clerk of the Board of Supervisors

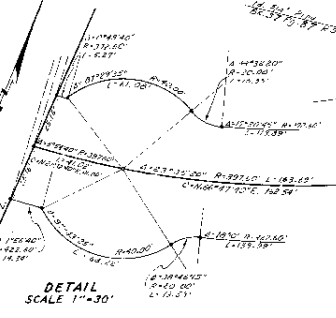
I hereby certify that I have examined this map and that all provisions of the law have been complied with and that I am satisfied that the map is technically correct and the Record of Survey as shown hereon is substantially the same as it appears on the tentative map.

James E. Brewer
 James E. Brewer
 County Surveyor

FILING CERTIFICATE
 FILE NO. 152716

At the request of Laurabee & Wait this map was filed in Book 37 of Page 88, Record of Surveys, in the Santa Barbara County Recorder's Office, dated this 6th day of August, 1936.

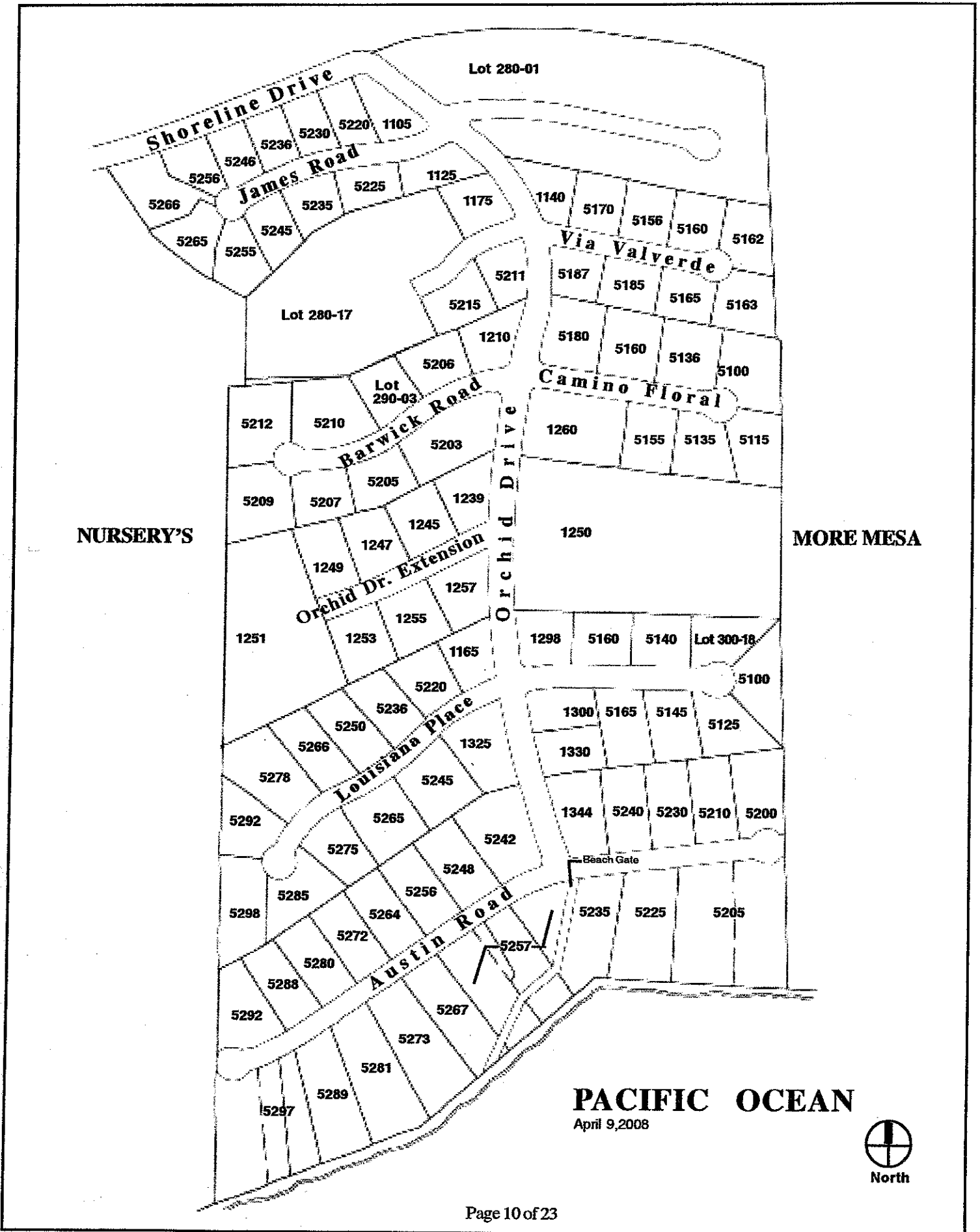
James J. Fowler
 County Recorder



RECORD OF SURVEY
 OF THE
BEGUHL TRACT
 BEING PORTIONS OF TRACT 2 & TRACT 3
 OF THE PARTITION OF THE JOHN F. MORE ESTATE
 PER MAP FILED IN
 BOOK 17, PAGES 188 & 189, RECORD OF SURVEYS

IN RANCHO LA GOLETA
 SANTA BARBARA COUNTY, CALIFORNIA
 SURVEYED AT THE REQUEST OF CHARLES A. BEGUHL & ALBERT T. BELSHE
 C. L. LAURABEE I. S. 1854 - E. H. WAIT R. E. 4653
 JUNE, 1936 SCALE 1" = 150'
 SOLID CIRCLES DENOTE 3/4" PIPES TAGGED "L.S. 1854 - R.E. 4653"

MORE MESA SHORES PARCEL MAP



MORE MESA SHORES ADDRESS & PARCEL

Address	Parcel No.	Address	Parcel No.
1105 Orchid Drive	065-270-01	5205 Barwick Road	065-290-30
5220 James Road	065-270-02	5212 Barwick Road	065-290-32
5230 James Road	065-270-03	5209 Barwick Road	065-290-34
5236 James Road	065-270-04	5207 Barwick Road	065-290-35
5246 James Road	065-270-05	5210 Barwick Road	065-290-37
5256 James Road	065-270-06		
5266 James Road	065-270-07	1265 Orchid Drive	065-300-01
5265 James Road	065-270-08	5220 Louisiana Place	065-300-02
5255 James Road	065-270-09	5236 Louisiana Place	065-300-03
5245 James Road	065-270-10	5250 Louisiana Place	065-300-04
5235 James Road	065-270-11	5266 Louisiana Place	065-300-05
5225 James Road	065-270-12	5278 Louisiana Place	065-300-06
1125 Orchid Drive	065-270-13	5292 Louisiana Place	065-300-07
		5298 Louisiana Place	065-300-08
Lot on Via Tarrega	065-280-01	5285 Louisiana Place	065-300-09
1140 Orchid Drive	065-280-02	5275 Louisiana Place	065-300-10
5170 Via Valverde	065-280-03	1330 Orchid Drive	065-300-13
5185 Via Valverde	065-280-07	5165 Louisiana Place	065-300-14
5165 Via Valverde	065-280-08	5145 Louisiana Place	065-300-15
5187 Via Valverde	065-280-09	5125 Louisiana Place	065-300-16
5156 Via Valverde	065-280-10	5100 Louisiana Place	065-300-17
5160 Via Valverde	065-280-11	5140 Louisiana Place	065-300-19
5162 Via Valverde	065-280-12	Lot on Louisiana Place	065-300-18
5163 Via Valverde	065-280-13	5160 Louisiana Place	065-300-20
5211 Via Valverde	065-280-14	1298 Orchid Drive	065-300-21
1175 Orchid Drive	065-280-15	1300 Orchid Drive	065-300-23
5215 Via Valverde	065-280-16	5265 Louisiana Place	065-300-24
Lot on Via Valverde	065-280-17	5245 Louisiana Place	065-300-25
		1325 Orchid Drive	065-300-26
1201 Orchid Drive	065-290-01		
5206 Barwick Road	065-290-02	5292 Austin Road	065-310-01
Lot on Barwick	065-290-03	5288 Austin Road	065-310-02
5203 Barwick Road	065-290-06	5280 Austin Road	065-310-03
1250 Orchid Drive	065-290-09	5272 Austin Road	065-310-04
5136 Camino Floral	065-290-12	5264 Austin Road	065-310-05
5100 Camino Floral	065-290-13	5256 Austin Road	065-310-06
5180 Camino Floral	065-290-15	1344 Orchid Drive	065-310-09
5160 Camino Floral	065-290-16	5240 Austin Road	065-310-10
1239 Orchid Drive	065-290-17	5230 Austin Road	065-310-11
1247 Orchid Drive Ext.	065-290-19	5210 Austin Road	065-310-12
1245 Orchid Drive Ext.	065-290-20	5200 Austin Road	065-310-13
1249 Orchid Drive Ext.	065-290-21	5205 Austin Road	065-310-14
1260 Orchid Drive	065-290-22	5225 Austin Road	065-310-15
5155 Camino Floral	065-290-23	5235 Austin Road	065-310-16
5135 Camino Floral	065-290-24	5257 Austin Road	065-310-17,18,19
5115 Camino Floral	065-290-25	5267 Austin Road	065-310-20
1251 Orchid Drive Ext.	065-290-26	5273 Austin Road	065-310-21
1253 Orchid Drive Ext.	065-290-27	5281 Austin Road	065-310-22
1255 Orchid Drive Ext.	065-290-28	5289 Austin Road	065-310-23,25
1257 Orchid Drive	065-290-29	5297 Austin Road	065-310-26
		5248 Austin Road	065-310-27
		5242 Austin Road	065-310-28

ARTICLE IV
Property Rights of Owners and Members; Easements; Partition

4.01. Common Area. Each Owner shall have, as appurtenant to his Lot, an equal undivided interest in the Common Area of More Mesa Shores, which cannot be separated from the Lot, and any conveyance of the Lot shall include the undivided interest.

4.02. Conveyance Carries Entire Interest of Owner. Any conveyance of a Lot shall be presumed to convey the entire interest of an Owner, including his membership in the Association; however, subject to the restrictions contained in Section 5.02 (a).

4.03. Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment and use of the Common Area. Such easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association by appropriate rules to limit excessive or inappropriate use of the Common Area.

(b) The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving the Common Area.

4.04. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to a reasonable and customary number of persons who are actually residing in his Lot and who are members of his family, his guests, tenants or contract purchasers. The guests of an Owner or a lessee shall be entitled to reasonable use of the Common Area, subject to such rules and regulations as the Board may adopt.

4.05. Encroachments. Each Lot is hereby declared to have an easement over the Common Area and other Lots as the case may be for the purpose of accommodating any encroachment due to engineering or surveying errors, errors in original construction, settlement or shifting of any building, overhangs and projections in original construction, or for any other cause not due to willful misconduct of any Owner or Owners. There shall be, in addition, valid and appropriate easements for the maintenance of such encroachments. If any portion of the Common Area encroaches upon any Lot or any Lot encroaches upon the Common Area or another Lot as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Property, a valid easement for the encroachment and for the maintenance thereof shall exist so long as the encroachment exists.

4.06. Easements for Benefit of Association; Grants of Easements. The Association shall have an easement over, under, across, and through the Common Area and each Lot where necessary for any construction, maintenance, repair or other functions required of the Association by this Declaration. The Board shall have the right to grant nonexclusive, and specific as well as blanket, easements in, on, over, under, and through the Common Area for all utility services and purposes and for such other uses as the Board deems appropriate.

4.07. Roads Area.

(a) Private Road Easement: By this Declaration, the Owners hereby grant to the Association and to each other, a nonexclusive easement for ingress, egress, private and public utilities, and incidental purposes in, on, upon and through those areas depicted as private roads on the Tract Map for the benefit of the Lots, the Owners of the Lots, and each of them for their respective families, guests and invitees. This grant of easement shall specifically exclude the right to park motor vehicles, trailers, boats or utility vehicles on the easements.

(b) Road Construction Bond: Prior to the construction or remodeling of any structure, the Board of Directors shall determine whether in their opinion, the Owner shall be required to obtain a bond in the amount of One-Thousand Dollars (\$1,000.00) (or in an amount to be determined by the Board consistent with the amount of work to be performed) to ensure that any damage to the roads of the Association shall be immediately repaired as nearly as possible to its prior condition.

(c) Road Maintenance: The Association shall have the duty and obligation to maintain, repair, replace, resurface and operate all roads within the Tract. Orchid Drive shall be maintained to a seal coat standard through an annual assessment to all Owners. Each of the other roads in the tract shall be maintained to a seal coat standard by assessment to those Owners whose property, per the Assessor's Map, adjoins that road.

4.08. Beach Area.

(a) Beach Area Access Easement: By this Declaration the Owners and the Association shall be granted a nonexclusive easement for ingress and egress, over and through, that portion of said property that extends from the northerly-most portion on Lots A and B to the southerly boundary of said property described in the Tract Map. This easement granted shall be thirty feet wide across Lots A and B.

(b) Beach Area Use: The Owners and the Association shall also be granted a nonexclusive easement from the bottom of the bluff on Lots A and B to the southerly boundary of said property described in the Tract Map for the enjoyment, convenience and benefit of the Lots, the Owners of the Lots and each of them for their respective families, guests and invitees.

(c) Liability: The use hereby granted is upon the further express condition that such use shall in no way impose any liability on the Owners of Lots A and B or any other Owners in the Association.

(d) Regulation/Maintenance: The powers hereby given to the Association shall include the right to manage ingress and egress to said beach area and regularly maintain the said beach area easement, including the beach access, gate, pathway, drainage and staircase. The use of fires and erection of structures on said beach area shall be governed by and subject to appropriate governmental regulation.

4.09. Partition. Except as provided herein in Civil Code Section 1359, an Owner shall have no right to partition or divide his ownership of the Common Area.

4.10. Prohibition Against Severability of Component Interests in Lot. No Owner shall be entitled to sever his Lot from his fractional interest in the Common Area for any purpose. Neither of these interests may be severally sold, conveyed, encumbered, hypothecated or otherwise affected, and any act in violation of this provision shall be void and of no effect. The suspension of this right of severability in no event will last beyond the period set forth in Article X of this Declaration, including any extensions thereunder.

ARTICLE V

Uses of the Property

5.01. Residential Use. The property included within More Mesa Shores is hereby restricted to Residential Use pursuant to Section 5.02(a). No business or industry shall be conducted on a Lot except as expressly permitted hereunder. No buildings or structures other than those approved pursuant to this Declaration shall be erected or placed, temporarily or permanently, upon a Lot.

5.02. Restriction on Use. All property within More Mesa Shores shall be subject to the following restrictions:

(a) Single Family Residence/Uses: Each residential dwelling in the tract shall be designed, built, maintained and used for the primary purpose of a residence by a single family only, not in common with others, with secondary non-residential use permitted only as set forth herein (Sections 5.02 a(i), b, and c) . No residential dwelling shall be used for boarding house purposes, for any type of non-single family residential or special care facility, except as specifically permitted by state code or county ordinance; or for other multiple residential purposes of any nature, including but not limited to the following: hostel, hospice, hotel, retreat, bed and breakfast, corporate housing, timeshare, vacation club, or any other form of similar commercial use. The Association recognizes that these prohibited uses create excessive and undesirable burdens on the quality of life, including but not limited to congestion, increased traffic from outside services and employees (such as concierge, catering, caretaking, masseuse and tourist service providers), parking problems, excessive turnover of households and noise in More Mesa Shores inconsistent with the Vision.

[i] Rental Property: The use of a residential dwelling as a residential rental property, in its entirety or in part, is permitted if meeting the requirements defined by both this Declaration and the relevant Santa Barbara County Code. Every rental agreement shall be in writing and provide that the rental is subject in all respects to the provisions of this Declaration and other governing documents of this Association, and shall further provide that any failure of the tenant to comply with this Declaration shall be a default under the rental agreement.

(b) Structures: All buildings and structures, whether temporary or permanent, including single family residential dwellings, garages, guest houses, sheds, and horticultural buildings and structures are subject to the requirements and approvals defined by both this Declaration and the relevant Santa Barbara County Code. Horticultural buildings, houses, and structures shall be suitably screened from view by the use of hedges or other natural growth so that such buildings, houses, and structures are not readily observable from roads or from other tract Owners' property.

(c) Uses Permitted: Non-residential uses of single family residential dwellings, buildings, and structures are permitted if their use meets the requirements herein and if their respective use, in keeping with the Vision, does not negatively impact the congestion, traffic, parking, noise, or Owner privacy in the tract.

[i] Home Occupations & Incidental Commercial Use: Home occupations, professional offices, and other commercial businesses operating as a secondary use of the residential dwelling is permitted if meeting the requirements and approval defined by the relevant Santa Barbara County Code.

[ii] Horticultural: Horticultural use activities including growing, harvesting, preparing, and selling of flowers and plants is permitted.

[iii] Agriculture: Non-commercial vegetable gardens for each single family residence or parcel is permitted. Commercial agriculture, viticulture, and vegetable growing, packing houses, processing plants or sales outlets is not permitted.

[iv] Animals: Non-commercial keeping of domestic birds, cats, dogs, and similar household pets is permitted. Stables or keeping of horses, goats, or bovine animals is not permitted.

(d) Trees and Landscape: No new eucalyptus trees shall be planted on any place within said tract. All landscaping in the tract must be maintained in compliance Santa Barbara County Fire Department Vegetation Management Policies.

(e) Signs: Simple printed signs not exceeding 4 square feet of sign area are permitted. Illuminated, neon, or electric signs are not permitted.

ARTICLE VI
Architectural & Building Control

6.01. Architectural Review. The Board, or a committee appointed by the Board, shall review all architectural plans, specifications or drawings submitted to them by Owners or their agents for any new structures or major remodels. The purpose of the Architectural Review is to maintain the essence of the neighborhood and compliance to Association regulations. This review is limited to issues of neighborhood compatibility, setback, scale, shape and mass, and does not address engineering, geologic, or other technical issues with respect to a submitted design proposal.

The submitted architectural plans, specifications or drawings must include the following:

1. Site location, Owner name, Architectural Plan Date
2. Project description
3. Site plan
4. Floor plan
5. Elevations
6. Window placement (2nd story)
7. Any attached or detached structures
8. Exterior lighting
9. Parking plans
10. Drainage plan

The Architectural Review shall be based on the interpretation of this Declaration and the relevant Santa Barbara County Code pertaining to Single Family Residential, 20-R-1 Zoned structure(s).

6.02 Building Regulations. The Association building regulations are as follows:

(a) Good Neighbor Policy: Owners are responsible to initiate communication and take into consideration their finished structure's impact on the views, light, privacy and architectural compatibility of affected neighbors. Prior to submitting plans to the board, Owners must endeavor to obtain signed approval of their plans and specifications from the affected neighbors.

(b) Lot Size: The Lot may not be divided, split, or re-subdivided into smaller in area than is permitted by this Declaration and Santa Barbara County 20-R-1 zoning requirements. No Lot may be divided or subdivided without the express consent of the Board.

(c) Structure Size/Footprint: The structure mass, shape, and scale shall be in proportion to and compatible with the predominant single-story ranch development and with other surrounding structures.

(d) Side Setback: No portion of the structure shall be less than fifteen (15) foot from the sidelines of the lot.

(e) Height: No building or structure shall exceed twenty five (25) feet in height.

(f) Neighbor Privacy policy: The structure shall ensure neighbor privacy from overlooking windows, balconies, or upper decks. Owners or their agents shall initiate informal reviews with adjacent and affected neighbors. Privacy of adjacent and affected properties will be taken into consideration when submitted plans are reviewed.

(g) Exterior Lighting: Exterior lighting shall be downward directed shielded fixtures that ensure lighting does not adversely affect neighboring properties or night sky atmosphere.

(h) Drainage: Owners are responsible for all water management issues resulting from or created by changes to their respective property that affect the historic and/or natural flow of water.

(i) Parking: Sufficient parking needs to be provided on the Lots; pursuant to Section 4.07 (a) herein, vehicles may not park on private road easements..

6.03. Approval Process. The Board, or committee, shall, by a majority vote, approve or reject the submitted plans, specifications or drawings. If not approved, the Owner is encouraged to meet with the Board to discuss changes or additions to the submitted plans in order to obtain approval. A full set of revised plans must be submitted to the Board, or committee, for each subsequent review. The Board will provide a written letter of notification to the Owner advising whether or not the plans have been approved.

ARTICLE VII

Assessments and Liens

7.01. Assessment Power. Each Lot within the Property and the improvements thereon, except such improvement as are owned by the Association, shall be subject to general and special assessments and liens to secure their payment. The Association, by the Board, shall have the sole authority to fix and establish the amounts of the general assessments provided for in this Declaration and the amounts of such interest, costs and late charges for the late payment or nonpayment thereof. The Association shall not impose or collect an assessment or fee that exceeds the amount necessary to defray the costs for which it is levied.

7.02. General Assessments. General assessments shall be established annually or more often by the Board and shall be collected by the Association as follows:

(a) Budget – General: By resolution duly adopted, the Board shall have in effect at all times an operating budget setting forth the cash requirements and reserves for future maintenance or contingencies reasonably necessary and proper for the management, operation, maintenance, care and improvement of More Mesa Shores in accordance with the provisions of this Declaration and the Bylaws except as otherwise provided below, the Board may modify any budget at any time by resolution to meet changed circumstances or unforeseen events.

(b) Annual Budget: The Board shall at the annual meeting, held as required by the By Laws, make its estimate of cash requirements for the ensuing calendar year. Following the estimation of cash requirements, the Board shall prepare an annual budget for the ensuing calendar year based thereon and shall distribute the budget in accordance with the Bylaws.

(c) General Assessments: Subject to the terms of subsection (d), the Board may from time to time, by resolution, set general assessments based upon duly adopted budgets as provided above, or modify any budget previously made and raise or lower the amount previously estimated as the cash requirements of the Association for all or part of a year. The Board may raise or lower the amount of the general assessment to correspond to such revised budget, provided that no such determination by the Board shall have any retroactive effect on the amount of assessment payable by any Owner for any period elapsed prior to the date of such determination. Such estimate of cash requirements and reserves shall be apportioned among all the Lots as provided herein, and the sum allocable to each Lot shall be the general assessment against such Lot for the ensuing calendar year or other period.

(d) Limit on Increased Assessments: Except as provided below, the Board may not impose a general assessment hereunder which is more than twenty percent (20%) greater than the general assessment for the immediately preceding fiscal year without the occurrence of one of the following:

[i] the vote or written assent of Members constituting a quorum casting a majority of the votes, whether by ballot or at a meeting or election of the Association. For purposes hereof, a quorum shall mean more than fifty percent (50%) of the Members of the Association; or

[ii] by written consent of all Members pursuant to Corporations Code Section 7516.

(e) Apportionment of Assessments The general assessments shall be apportioned equally among the Lots.

(f) Payment: The general assessments shall be collected on a annual basis, due on the date specified on the assessment invoice..

(g) Obligations of Owners: Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees: (1) to

pay to the Association annual assessments or charges, and special assessments for purposes permitted herein. No Owner of a Lot may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any benefits of Ownership or by the abandonment of his Lot.

7.03. Special Assessments. A special assessment is an assessment to reimburse the Association for expenses incurred or to be incurred which are not ordinarily included in the annual estimate of expenses referred to in Section 7.02. They may be levied as follows:

(a) Purpose: The Association shall have the right to impose special assessments in order to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or such other purposes as the Board in its discretion considers appropriate.

(b) Limit: The Board may not levy special assessments under this section which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for the fiscal year without the occurrence of one of the following:

[i] the vote or written assent of Members constituting of a quorum casting a majority of the votes, whether by ballot or at a meeting or election of the Association. For purposes hereof, a quorum shall mean at least fifty one percent (51%) of the Members of the Association. Any vote of the Members regarding such special assessments shall be conducted in accordance with the procedures set forth in Civil Code Section 1363.03; or

[ii] by written consent of all Members pursuant to Corporations Code Section 7516.

(c) Apportionment: Any special assessment levied pursuant to the provisions of Section 7.03(a) shall be levied as provided in Section 7.02(e) except in the case of an assessment levied by the Board against a Member to reimburse the Association for costs incurred in bringing a Member into compliance with provisions of the governing documents of the Association.

7.04. Emergency Situations: Despite the provisions of Sections 7.02(d) and 7.03(b), the Board may increase or levy assessments necessary for emergency situations. For purposes of this Section, an emergency situation is any one of the following:

(a) An extraordinary expense required by court order.

(b) An extraordinary expense necessary to repair or maintain the private roads in More Mesa Shores, or any other part of More Mesa Shores for which the Association is responsible where a threat to safety of persons is discovered.

(c) Repairs to or maintenance of all common areas that could not have been reasonably foreseen in preparing the budget. Prior to imposition of the assessment the Board

shall make written findings, distributed to the Owners, as to the necessity of the expense and why it could not have been foreseen.

7.05 Notice of Assessments:

(a) Notice of the amount of any general or special assessment imposed by the Association shall be mailed to the Owner not less than thirty (30) days prior to the date the assessment or charge becomes due and payable.

(b) The Association shall provide notice by first class mail to each Owner of any increase in the regular or special assessments of the Association, not less than thirty (30) nor more than sixty (60) days prior to the increased assessment becoming due.

7.06. Delinquency, Lien for Delinquent Assessment, Enforcement of Liens: The Board will reserve the right to pursue a lien on a Lot in those rare instances in which an Owner refuses to pay regular fair-share assessments. Reasonable efforts (letters or telephone requests) including development of a payment plan must be made before a lien will be considered by the Board. Historically, when a lien was deemed necessary and appropriate, payment was arranged at the time of the Lot's sale. The Association will, in consultation with an attorney, act in conformity with the appropriate California Civil Code Sections as they exist at the time.

7.07. Default; Late Charge; Interest: If the Board determines that a lien is deemed necessary, the following protocol should be taken in accordance with Civil Code. Fifteen (15) days after any general or special assessment is due and payable, but remains or not otherwise satisfied, it shall be and become delinquent and shall so continue until the amount of the assessment, together with all costs, late charges and interest as herein provided, have been fully paid or otherwise satisfied. The Board may establish a reasonable charge for late payment of any assessment to defray the additional administration costs a late payment may cause, subject to the limitations as set forth in Civil Code Section 1366(e) (2) which currently provides that a late charge shall not exceed ten percent (10%) of the delinquent assessment or Ten Dollars (\$10), whichever is greater. Such late charges may be imposed at any time after any assessment has become delinquent. Interest shall accrue at the rate of twelve percent (12%) per annum upon all unpaid assessments commencing thirty (30) days after the assessment becomes due.

7.08. Assessments and Liens Subordinated. Each and every lien and assessment, together with any costs, late charges or interest established, reserved or imposed under this Declaration, shall be subordinated to any valid bona fide first Mortgage or first trust deed (and the lien and/or title thereto) which has been or may hereafter be given in good faith and for value on any Lot or property covered by this Declaration; provided, however, that any subsequent Owner of any such Lot shall be bound by the restrictions, conditions, covenants, reservations, liens, and charges set out in this Declaration or any modification thereof, whether obtained by foreclosure or trust deed sale or otherwise, not including however, any lien or assessment arising prior to any sale under any such Mortgage or trust deed.

7.09. Payment of Taxes. The Association shall have the right, to the extent not paid by the Owners, to pay all real property taxes and assessments levied upon any part or portion of the Property by a duly authorized governmental or quasi-governmental authority. The Association shall have the right to impose a special assessment and lien against such portion of the Property for the amount paid by the Association pursuant to the right given by this Section. Such assessment and lien imposed by the Association shall be enforced as provided in this Article VII.

7.10. Statutory Compliance. It is the intent of the Association that the above provisions relating to Liens against Lots in the Property be in compliance with applicable provisions and requirements of the Davis-Stirling Common Interest Property Act and other applicable statutes and regulations of the State of California. However, such statutory requirements are subject to change and the Board and Owners should regularly refer to such authorities (in particular Sections 1376.1-5 of the California Civil Code, as amended) when providing Notices of Delinquency, and when recording or foreclosing Liens on any Lot in connection with such delinquent assessments, in order to ensure that all such notices, recorded Liens and procedures relating to such Liens are in full compliance with applicable law. If these aforementioned Sections of the California Civil Code are amended in any manner, this Declaration shall be automatically amended in the same manner without the necessity of an amendment.

ARTICLE VIII

Insurance

8.01. Liability Insurance. Comprehensive general liability and property damage insurance shall be purchased by the Board, and shall be maintained in force at all times, and the Board shall pay the premiums out of the general assessment fund. The insurance shall be carried with the reputable companies authorized to do business with the state of California in such amounts as the Board may determine. The policy or policies shall name as insured all the Owners and the Association. The policy or policies shall (1) insure against any liability incidental to the ownership and/or use of the private roads, Common Areas and any other Facilities maintained by the Association; and (2) include contractual exposures of the Association and/or the Board generally. The limits of comprehensive general liability and property damage insurance required by this Section shall be as determined by the Board but shall be not less than Two Million Dollars (\$2,000,000) covering all claims for death, personal injury and property damage arising out of a single occurrence or such higher amount as may be required under Civil Code Section 1365.9 to protect the Members against certain claims of civil liability.

8.02. Risk Hazard Insurance. Fire, extended coverage, vandalism, malicious mischief and other hazard insurance, with demolition and contingent liability from operation of building ordinance or law endorsements, (and inflation guard endorsement when it can be

obtained at commercially reasonable rates) shall be purchased by the Board as may be determined by the Board.

8.03. Officers and Directors Liability Insurance; Other Insurance Coverage.

(a) Officers and Directors Liability Insurance: The Board shall purchase and maintain in force at the expense of the general assessment fund, officers and directors liability insurance in an amount not less than One Million Dollars (\$1,000,000) for each claim.

(b) Other Insurance Coverage: The Board may purchase and maintain in force at the expense of the general assessment fund such other insurance and/or bonds that are necessary or appropriate in the discretion of the Board. The Board shall purchase and maintain workers' compensation insurance to the extent of that required by law respecting employees of the Association. Any and all policies purchased pursuant hereto by the Association may be combined into one or more blanket or consolidated policy or policies at the Board's discretion.

8.04. Board Appointed Attorney in Fact. The Board is hereby appointed attorney in fact for all Owners to negotiate loss adjustments on the policies carried under Sections 8.01, 8.02 and 8.03 above.

8.05. Review of Insurance Coverage. Insurance coverage shall be analyzed by the Board, or its representative, at least every three (3) years from the date hereof.

ARTICLE IX
Condemnation

9.01. General. If an action for condemnation of all or any portion of More Mesa Shores is proposed or commenced by a governmental body having the right of eminent domain, any award made to the Association shall be added to the Association's general fund or reserves as the Board may determine.

ARTICLE X
General Provisions

10.01. Interpretation: Inconsistency. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property for the mutual benefit of all Owners. If the provisions of this Declaration conflict with any of the provisions of the Articles, Bylaws or CC&R's, the provisions of this Declaration shall control.

10.02. Severability. The provisions herein shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any of the provisions shall not affect the validity of the remaining provision.

10.03. Enforcement; Waiver; Actions: Except as otherwise provided herein 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 this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

ARTICLE XI
Duration and Amendment

11.01. Term. The provisions contained herein shall run with the land and shall be binding on all parties and all persons claiming under them until fifty (50) years from the date hereof, after which time this Declaration shall be deemed automatically extended for successive periods of twenty-one (21) years, unless an instrument executed by a majority of the Voting Power of the Association shall be recorded, canceling and terminating this Declaration.

11.02. Amendment. This Declaration may be amended or repealed in whole or part as to all or any part of the Property as follows:

(a) The Declaration may be amended or repealed by the affirmative vote of at least **sixty-six percent (66%)** of the eligible Voting Power of the Association. Any vote of the Members regarding any amendment or repeal of this Declaration shall be conducted in accordance with the procedures set forth in Civil Code Section 1363.03.

(b) The amendment must be in writing. Pursuant to Civil Code Section 1355(a), as amended, attached or appended to the amendment shall be the written certification of the President of the Association that such writing contains the amendment to the Declaration and that such amendment was approved by the percentage of the votes of the Members required by the Declaration. Such amendment shall then be recorded in the Recorder's office of Santa Barbara County, California.

(c) Notwithstanding the foregoing, the voting power required to amend a specific provision of the Declaration shall not be less than the percentage of affirmative votes required for action to be taken under that provision.

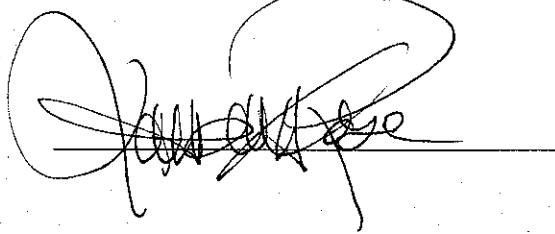
CERTIFICATE OF AMENDMENT

Lauris Rose certifies that:

1. She is the duly-elected and acting President for More Mesa Shores Homeowners Association, Inc.

2. The above Restated Declaration of the CC&R's for More Mesa Shores Homeowners Association, Inc. was approved by sixty-six percent (66%) of Owners as required by said CC&R's.

Executed at Santa Barbara, California this 14 day of April, 2008.



STATE OF CALIFORNIA)

: ss.

COUNTY OF SANTA BARBARA)

On this 14th day of April, 2008 before me DELILAH W. STENGL a Notary Public, personally appeared LAURIS HAWKINS ROSE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(es) 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 signatures(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.

(seal)

