

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO

80-18403

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GARFIELD ZURBUCHEN
5647 WEST CAMINO CIELO
SANTA BARBARA, CA 93105

ROMALDO WATER COMPANY: BY-LAWS*

DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, AND EACH OF THEM, do declare and accept a general plan to be outlined and explained in this text, for the protection, development, improvement and maintenance of said property known as the well or well site (assessor's parcel #153-100-13) as indicated and recorded in the individual property deeds here listed, through the use, control and maintenance of water available from the property herewith conveyed and jointly owned by the twelve members herein listed:

- MAX P. MAIER and ARDYS L. MAIER: lot #7, parcel #153-090-07
5645 West Camino Cielo
- GARFIELD J. ZURBUCHEN and MARGARET S. ZURBUCHEN: lot #8, parcel #153-090-06
5647 West Camino Cielo
- WALTER C. DOUGLAS and JOYCE McDAVID DOUGLAS: lot #9, parcel #153-100-17
5629 West Camino Cielo
- KURT LUSINK and DIANE LUSINK: lot #10, parcel #153-100-19
5599 West Camino Cielo
- MARGARET E. BOOKOUT: lot #11, parcel #153-100-18
5597 West Camino Cielo
- GREGORY GALLANT and JENA GALLANT: lot #12, parcel #153-100-11
5587 West Camino Cielo
- MARY JANE NELSON: lot #13, parcel #153-100-10
5589 West Camino Cielo
- PIETER W. SCHIPPER and ANNIE J. SCHIPPER: lot #14, parcel #153-100-16
5639 West Camino Cielo
- EDWIN H. ASPINWALL and ALICE G. ASPINWALL: lot #15, parcel #153-100-15
5635 West Camino Cielo
- JOSEPH C. DAVIS and CHARLOTTE D. DAVIS: lot #16, parcel #153-100-14
5595 West Camino Cielo
- DAVID ORTIZ and TERRY ORTIZ: lot #17, parcel #153-100-09
5591 West Camino Cielo
- HARRY D. SIMS and JUDITH F. SIMS: lot #18, parcel #153-100-08
5593 West Camino Cielo

The above properties are located in the George Haney Tract and are recorded in MAP BOOK #43, page 53, of the official Records of Santa Barbara County.

*(As revised and amended December, 1979, to supercede and void all prior By-laws)

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All agree to the protective Covenants, Conditions and Restrictions subject to which all parcels of said property shall be held, improved, sold and/or otherwise conveyed by the signatories hereto, their successors and assigns; that each and every one of the said conditions are for the mutual benefit of said properties and each and every part and parcel thereof, and of each owner thereof, and Declarant and their successors and assigns, and that said Conditions shall run with the land and inure to the benefit of and pass with said described properties, and each and every part and parcel thereof, and shall apply to and bind the respective successors in interest or any owner thereof.

Said conditions are as follows:

1. PROPERTY SUBJECT TO THIS DECLARATION

The following ten parcels herein listed each have a 1/11th share of ownership in the well:

153-100-08	153-100-15
153-100-09	153-100-16
153-100-10	153-100-17
153-100-11	153-090-06
153-100-14	153-090-07

The following two parcels (153-100-18 and 153-100-19) each have a 1/22nd share of ownership in the well. But for participation in the water company, they are hereby each granted an interest equal with all other parcels in the full operation of the water company.

2. PROCEDURE

All parties hereto acknowledge that there is an existing water distribution system from the well site to the parcels described as the benefiting parcels. In order to insure the continuance of an orderly distribution of said water, the parties agree:

a) to hold a regular meeting every two years at a time agreed between themselves for the purpose of electing four property owners as officers (president, vice-president, secretary, treasurer). There is to be only one officer per parcel during any one term. All officers shall have the obligation to insure the distribution of water to the benefiting parcels and to make arrangements for all maintenance of the water system. All officers shall have their signatures listed on the bank account and shall have the authority to disburse funds. Any changes or improvements to the water system shall be determined at a special meeting called by the officers of all Benefitors, at which time a 3/4th majority vote of a quorum (a quorum being defined as 50% plus 1) of the Benefitors shall determine what improvements or changes shall be made to the existing system.

b) that the officers shall have the power to call such a special meeting by providing written notice of said meeting place in the mail or personally acknowledged by the Benefitors at least seven (7) days prior to the calling of such a meeting.

c) that the officers shall have the responsibility of collecting any and all assessments and costs for providing for the maintenance and operation of the water system in the manner set forth in paragraph 4 herein.

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3. DISTRIBUTION

Meters shall be installed to provide for a means of allocating the division of water to each benefiting parcel. The metering of water shall be used for determining and allocating the cost of providing for the maintenance and operation of the water system and all matters contained in this Declaration of Conditions. Water lines and meters are the property of benefiting parcels. Water meters shall be of the same size (maximum 5/8") and type, with only one service per parcel. Meters must be obtained from the water company. In order to insure the orderly distribution of water to the above parcels, water lines to the meter and uniform-sized meters will be repaired or replaced by the water company at the owner's expense. Charges will be billed on a pro-rated basis to benefiting parcels as outlined in Paragraph 4.

4. ASSESSMENT AND CHARGES

Any assessment for capital improvements imposed upon the Benefitors shall be borne equally by the Benefitors. Such assessments shall be imposed by a majority vote of the Benefitors decided at a regular or special meeting noticed for the purpose of imposing any assessment.

Any assessment thus made shall become an obligation on the property of each Benefitor and all parties hereto agree that such assessments shall be a personal obligation and may be enforced by the members in the same manner as any contractual obligation to pay money.

The officers may fix and prescribe the time when any water charge or assessment shall be payable and the time when the same, if not paid, shall be and become delinquent. In the case that any Benefitor allows the payment of any water rate, charge or assessment or any installment thereof to become delinquent the officers may, at their discretion, (1) assess a penalty for late payment and (2) shut off the water of such delinquent Benefitor and refuse to deliver any further water to him.

The delinquent Benefitor, at any time before proceedings are commenced to foreclose a lien against his water rights, may completely and fully restore his right to receive water by paying all water rates, charges and assessments then and those that have become delinquent, together with any and all expenses and costs incurred by the officers in attempting to collect or enforce said delinquent amounts.

5. ADDITIONAL OR ALTERNATE WELL SITE

Upon the unanimous vote of all Benefitors, additional well sites may be added to the existing distribution system or a substitute well site may be purchased. As a further condition to this Document, no Benefitor may drill a private well within 200 feet of any existing well site.

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It is further agreed that:

a) Water tanks and storage facilities on Benefitor lands for the purpose of fire fighting are encouraged, but should not be filled at a rate of more than four (4) hours per day during average seasons and two (2) hours per day during dry seasons. This also applies to swimming pools.

There will be no splitting of the water company shares or division of the 1/11th interest to any smaller fractional portion, as explained in Section 1. If a Benefitor or land owner were allowed, due to a zoning change, to subdivide or split his land, his interest in said water company could not be split and the parcels thereof would be sold without water rights as outlined in the Declaration of Restrictions.

c) The water limit or amount that may be used by any Benefitor may be fixed or set at a regular or special meeting if deemed necessary.

d) In the event of a water shortage it is agreed that water shall be used only for ordinary uses for domestic, residential purposes. This may mean cooking, drinking and washing only, if deemed necessary, and may be determined at a regular or special meeting by officers if water demands exceed production. Officers shall have a right to impose an assessment or fine for violations of the above, as stated in Paragraph 4.

7. EASEMENTS

The Bonaldo Water Company retains the rights to all existing waterline easements.

8. AMENDMENTS

Any provision herein contained may be changed at a regular or special meeting only by a unanimous vote of the Benefitors.

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THE UNDERSIGNED hereby accept these By-laws together with and subject to the above Restrictions and Conditions. DATED this _____ day of _____, 1980 at Santa Barbara, California.

Max P. Maier
Max P. Maier

Mary Jane Nelson
Mary Jane Nelson

Krysta L. Maier
Krysta L. Maier

Peter M. Schipper
Peter M. Schipper

Harfield J. Zurbuchen
Harfield J. Zurbuchen

Annie J. Schipper
Annie J. Schipper

Margaret S. Zurbuchen
Margaret S. Zurbuchen

Edwin H. Aspinwall
Edwin H. Aspinwall

Walter C. Douglas
Walter C. Douglas

Alice G. Aspinwall
Alice G. Aspinwall

Joyce McDavid Douglas
Joyce McDavid Douglas

Joseph C. Davis
Joseph C. Davis

Kurt Lasink
Kurt Lasink

Charlotte D. Davis
Charlotte D. Davis

Diane Lasink
Diane Lasink

David Ortiz
David Ortiz

Margaret E. Bookout
Margaret E. Bookout

Terry Ortiz
Terry Ortiz

Gregory Gallant
Gregory Gallant

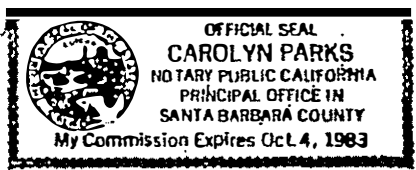
Jerry D. Sims
Jerry D. Sims

Jana Gallant
Jana Gallant

Judith F. Sims
Judith F. Sims

Harfield J. Zurbuchen
President

Jerry Sims
Vice President



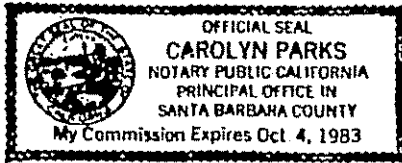
Subscribed and sworn to this 5th day of May, 1980.

Carolyn Parks
Notary Public

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State of California, County of Santa Barbara

On May 5, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared Garfield Zurbuchen known to me to be the President and Harry Sims known to me to be the Vice President of the Association that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Association therein named, and acknowledged to me that such Association executed the within instrument pursuant to its by-laws or a resolution of its board of directors. WITNESS my hand and official seal.



Carolyn Parks

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OFFICIAL RECORDS
SANTA BARBARA CO., CALIF.
HOWARD G. MENZEL
CLERK-RECORDER

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