

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 ALICE R. DOUGLAS, lot #9, parcel # 153-100-17, 5629 West Camino Cielo,
ARTHUR H. PURKHEISER II and TRUDI A. PURKHEISER, lot #10, parcel # 153-100-19, 5599 West Camino Cielo,
MARGARET E. BOOKOUT, lot #11, parcel # 153-100-18, 5597 West Camino Cielo,
FLOYD MILLER and NORA MILLER, lot #12, parcel # 153-100-11, 5587 West Camino Cielo,
GENE WINKLER and MARY JANE WINKLER, 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, West Camino Cielo,
JOSEPH C. DAVIS and CHARLOTTE D. DAVIS, lot #16, parcel # 153-100-14, 5595 West Camino Cielo,
VICTOR G. JEPPESEN and INGE K. JEPPESEN, lot #17, parcel # 153-100-09, 5515 West Camino Cielo,
HARRY D. SIMS III 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.

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:

Recorded 4/24/75
James H. Gibson
Notary Public

1. PROPERTY SUBJECT TO THIS DECLARATION

The real property subject to this declaration are all parcels #153-100-08 through #153-100-11, #153-100-14 through #153-100-19, #153-090-06 and #153-090-07 attached thereto and incorporated by reference herein. Each ownership interest contained in said parcels as described, shall be given a 1/11th participation in all matters concerned with the obtaining, distribution and maintenance of water from the well contained on the property referred to as the well site parcel #153-100-13, with the exception that parcels #153-100-18 and #153-100-19, presently owned by Margaret E. Bookout and Arthur H. Purkheiser II and Trudi A. Purkheiser respectively, shall share a 1/11th interest.

2. PRODECURE

All parties hereto acknowledge there is an existing water distribution wywtem 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 appointing three property owners as officers (president, secretary, treasurer) and an alternate signature member if two of the officers reside within one domain. 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 dispurse funds. Any changes or improvements to the water sytem shall be determined by a special meeting called by the officers of all Benefitors, at which time a 3/4ths 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 special meeting by providing written notice of said meetings 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.

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. In order to insure the orderly distribution of water to above parcels, water lines and meters may be replaced by the company if necessary. Charges will be made on a pro-rated basis to benefiting parcels as outlined in paragraph 4.

4. ASSESSMENTS AND CHARGES

Any assessment for capital improvements imposed upon the Benefitors shall be borne by the Benefitors in proportion to their interest herein. 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 shut off the water of such delinquent Benefitor and refuse to deliver any further water to him upon his ownership request, and in addition appropriate remedy, enforce the lien of the said water rate, charge or assessment, upon the lands benefited by these Conditions.

The delinquent Benefitor at any time before proceedings are commenced to foreclose the said lien, may completely and fully restore his right to receive water by paying all water rates, charges and assessments then and 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 provided.

As a further condition to this Document, no Benefitor may drill a private well within 200 feet of any existing well site.

6. USES

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.

b) There will be no splitting of the water company shares or division of the 1/11th interest to any smaller fractional portion. 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

A map showing existing and future easements shall be recorded with this document.

8. AMENDMENTS

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