

**PEPPER HILL HOMES ASSOCIATION**

380 Woodley Road  
Santa Barbara, CA 93108  
(805) 455-2533 Telephone  
(805) 695-8116 Fax

April 14, 2016

To Whom It May Concern:

The Pepper Hill Homes Association board voted to adopt the California Vehicle Code and revised the CC&R's to reflect the decision. The CC&R's were ratified by 2/3rds vote, signed and notarized by the Pepper Hill Homes Association members. A copy of the recorded CC&Rs is attached hereto.

We respectfully request that the Board of Supervisors approve the implementation of the California Vehicle Code on our roads (Glenview and Woodley Roads, Montecito, CA). The CHP has written a letter agreeing to enforce the CA Vehicle Code. A traffic engineering study was performed by ATE (Associated Traffic Engineers) and has prepared a proposed map indicating speed limits, stop signs and no parking areas for the roads.

If you have any questions or concerns, please give me a call at the above-referenced telephone number.

Sincerely,

Jennifer Lynn Stokes-Peña, Esq.  
Secretary



2013-0076909

Recorded Official Records County of Santa Barbara Joseph E. Holland County Clerk Recorder	REC FEE 222.00 CONFORMED COPY 2.00 ADDITIONAL IND 5.00
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Recording Requested by Jennifer Lynn Stokes-Peña

When Recorded Mail to Pepper Hill Homes Assoc.

Pepper Hill Homes Association  
380 Woodley Road  
Santa Barbara, CA 93108

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5<sup>th</sup> Addl Index  
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APN: 009-021-059; 009-021-044; 009-021-045; 009-021-047; 009-021-048; 009-021-060; 009-021-061; 009-021-001; 009-021-002; 009-021-062; 009-021-063; 009-021-064; 009-021-049; 009-021-065; 009-021-066; 009-021-0050; 009-021-051; 009-021-067; 009-021-052; 009-021-027; 009-021-033; 009-021-0068; 009-021-026; 009-021-025; 009-021-018; 009-021-023; 009-021-022; 009-021-020; 009-021-017; 009-021-019; 009-021-058; 009-021-042; 009-021-057; 009-021-056; 009-021-040; 009-021-038; 009-021-037; 009-021-036; 009-021-035; 009-021-036; 009-021-033; 009-021-032; 009-021-055; 009-021-034; 009-021-054; 009-021-028

**PEPPER HILL HOMES ASSOCIATION  
AMENDED DECLARATION OF RESTRICTIONS**

**PEPPER HILL HOMES ASSOCIATION  
AMENDED DECLARATION OF RESTRICTIONS**

Recording requested by

JENNIFER LYNN STOKES-PENA

When recorded mail to

PEPPER HILL HOMES ASSOCIATION  
ATTN: JENNIFER LYNN STOKES-PENA  
380 WOODLEY ROAD  
SANTA BARBARA, CA 93108

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Space above this line for recorder's use

**PREAMBLE**

The intent and purpose of this document is to preserve the inherent natural beauty of our neighborhood and to foster in the development and remodeling and landscaping of homes that conform with the neighborhood.

The quality of the development is dependent on the people and their attitudes towards the community in which they live. The covenants contained in this declaration are directed towards the goal of creating a fine residential community and creating an environment in which people will be proud to buy a home. The administration and enforcement of these covenants will be the responsibility of the Pepper Hill Homes Association (the "Association" or "Declarant") and its successors and assigns. Architectural control will be the responsibility of the Association's Architectural Review Board appointed by Association, which will control construction of the homes proposed within the development for the mutual benefit of all lot owners.

The Association will maintain the private roads and common area landscape of the development.

**PEPPER HILL HOMES ASSOCIATION  
AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS AMENDED DECLARATION is made on February 28, 2013, by the members of the Pepper Hill Homes Association ("Association" or "Declarant"), a non-profit corporation. The Declaration of Restrictions was initially recorded on January 12, 1961, amended April 15, 1991, previously recorded with the County of Santa Barbara and from time to time amended as follows:

WHEREAS, there has been incorporated and exists under the laws of the State of California, a non-profit corporation known as the Pepper Hill Homes Association, herein after, the "Association" or "Declarant", whose members are all present and future owners of record of residential real property located within the Pepper Hill Homes Association development, whether improved or unimproved, and subject to the Covenants, Conditions and Restrictions now in force under the Declaration of Restrictions as from time to time amended, and

WHEREAS, the members of the Association wish to provide for an amended Declaration, modifying, altering and amending the provisions of the original Declaration and the previous Amendment, and to provide for the orderly development, improvement and maintenance of the real properties located within the Development, and

WHEREAS, the Association intends by this Declaration to amend and revise the restrictions, limitations, and covenants that run with the land and are binding on all parties (and their successors) having or acquiring any right, title, or interest in the real property bound herein. And it is the desire and intention of the Association to continue to impose on the real properties within the Development, mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the real properties described herein and the future owners of those real property;

NOW, THEREFORE, the undersigned, as members of the Association, constituting sixty-five percent (65%) or more of the total number of members of the Association have approved this Amended Declaration of Restrictions establishing a general plan for the orderly development, improvement and maintenance of all properties subject to this Declaration and every parcel thereof, and establishing the protective Covenants, Conditions and Restrictions, subject to which all parcels of said real property shall be improved, held, sold and maintained; that each and every one of said conditions are for the mutual benefit of said property, and each and every part and parcel thereof, and of each owner thereof; and that said conditions shall run with the land and inure to the benefit of and pass with said property and each and every parcel thereof and shall apply to and bind the respective successors in interest of any owner thereof.

SAID CONTITIONS ARE AS FOLLOWS:



## **ARTICLE ONE.-- PROPERTY SUBJECT TO DECLARATION**

1.01. The property subject to this Declaration is situated in the County of Santa Barbara, State of California, being part of the unincorporated area of said County, commonly known as Montecito, and is known as the "Pepper Hill Homes Association" and is more particularly described in Schedule "A" and attached hereto and incorporated by this reference as though fully stated herein.

## **ARTICLE 2.-- DEFINITIONS**

Wherever used in this Declaration, and unless otherwise specifically provided, the following terms shall have the following meanings:

2.01. (a) "Lot" means one of the numbered parcels of real property on the map referred to in Schedule "A".

(b) "The property" means the property described in Schedule "A" or any portion of that property.

(c) "Map" means the recorded map referred to in Schedule "A".

(d) "Setback" means the minimum distance between the residence or other structure referred to and a given street, property or survey line.

(e) "Building limits" means the area defined by the setback from the street and side lot lines and a building limit line across the rear of the lots.

(f) "Street" means any street, highway, or other thoroughfare shown on the Map of the property, whether designated on the Map as street, avenue, boulevard, place, drive, road, terrace, way, lane, circle, or otherwise, including that certain Easement for Ingress and Egress and Public Utilities which serve Lots 8, 9, 11, 12, 13, and 14 of Tract 10147, as shown on the Subdivision Map of Tract 10147 – Unit One, which Map was recorded in Book 54, Pages 93, 94 and 95 of Maps, in the office of the Santa Barbara County Recorder.

(g) "Building site" means a single lot as shown on the Map of the property or a parcel consisting of contiguous portions of any two or more contiguous lots, or all of one lot and parts of one or more lots adjacent thereto, unless the context and circumstances otherwise require; any building site, however, is subject to the prior written approval of the Association Architectural Review Board.

(h) "Dwelling house" and "accessory building" shall include both the main portions of such structures and all projections therefrom, including windows, exterior chimneys, covered porches and the like, including, in the case of dwelling houses, garages, incorporated in and forming a part thereof; but shall not include any decorative structures

or uncovered porches, steps or staircases, the balustrades or side of which do not extend more than three feet above the level of the lowest ground level floor of such building.

(i) "Single family dwelling" means a private residence for one family alone, and if desired, reasonable servants' quarters, which shall be used only for persons employed solely in domestic capacities, receiving the right to occupancy in return solely for services rendered to the owner of the dwelling.

### **ARTICLE 3.-- BASIC RESTRICTIONS ON THE PROPERTIES**

#### **Use of Property**

3.01. Only a single family residence (including guests and household servants), may be erected, constructed, altered, or maintained on any of the lots with customary and suitable outbuildings as permitted by law and the Association Architectural Review Board.

All buildings shall be used exclusively for the use, enjoyment and benefit of the occupants, family and friends, and if occupied by guests, only on a non-paying basis. No vacation rentals, commercial filming or other commercial purposes are permitted.

Electrical utility boxes may be erected and maintained upon any lot where such an installation is necessary, and any such utility boxes may extend to maximum height of four feet above ground level.

No present or subsequent owner or owners may lease or rent, nor may any lessee or renter sub-lease or sub-let, any portion, room or apartment of any property consisting of less than the entire residence, to any person or persons. Long-term residential leases of any entire property must be for at least six (6) month in duration.

3.02 No animals or birds or any sort shall be raised, kept or permitted upon said real property or any part thereof, except that dogs, cats, song birds and small domestic pets may be kept upon said real property, provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities, and further provided they are properly contained on the property, quiet, and do not become a public nuisance.

3.03 Said property shall not, nor shall any part thereof, be used for the purposes of exploring for, taking therefrom, or producing therefrom, gas, oil, or other hydrocarbon, rock, or mineral substances, or water or any other substances for commercial purposes, except that water may be furnished to a neighbor or neighbors, with the approval of the Board and upon reasonable terms as negotiated between property owners.

3.04 No noxious or offensive activities shall be carried on upon said property or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood. No leaf blowing, chain saws or other loud construction or gardening activities are permitted on Sundays.

3.05 Boats, trailers of any type or design, mobile homes, camping trailers, camper-trucks, and any other recreational or utility vehicles, excluding automobiles for personal use, shall be parked on any lot or building site only if screened or hidden from view from any other properties or common areas. In no event shall mobile homes or camping units of any description be used for residential purposes on said property, or parcels thereof.

3.06 All vehicles and trucks shall be parked on the property, not on or along the street. Vehicles or trucks parked along the street may be towed at the owner's expense or ticketed by the Association. Notwithstanding, parking on the streets will be permitted for Association member events, parties and for the parking of construction vehicles during the course of a construction project. The owner shall inform the Board President or the Enforcement Officer of the event, party or construction project. Vehicles and trucks associated with the event, party or construction site shall only park on one side of the street and as many vehicles as possible shall be parked on the property hosting the event, party, or under construction.

#### **Location of Structures**

3.07. Construction of any and every nature must be confined to and take place only within the building limits of each building site. The location and design of swimming pools, covered gazebos, and other outbuildings, as well as the main structures on each of the building sites must be approved in writing by the Board before any construction or preparation for construction on any building site.

#### **Resubdivision of Lots**

3.08. None of the above-described lots may be resubdivided or split into lots of a lesser size than the size of the original lot without the prior written consent of the Board, and in no case shall a parcel be subdivided into a parcel less than one acre.

#### **Maximum Height Limitations of any Building**

3.09. No building may exceed Twenty-Five (25) feet from the ground or pad level and will be in compliance with the rules and guidelines set forth by the Montecito Architectural Review Board. The Pepper Hill Home Owner's Association Board must review and give written approval of all proposed building projects prior to presenting building plans to the Montecito Architectural Review Board. The presenting party will be responsible for the fees associated with the review and approval process of the Pepper Hill Homes Association Board.

#### **Minimum Square Footage Requirement**

3.10. No dwelling house shall be erected or maintained upon any building site which shall have a smaller floor area (exclusive of porches, patios, basements, cellars, and any garage incorporated in and forming a part of the house) than two thousand (2,000) square feet.

### **Setbacks and Location of Buildings**

3.11 Dwelling houses, accessory building or other structures constructed on said property shall have setbacks from street and property lines of the building site on which it is located as follows:

- (a) 50 feet from the center of the road
- (b) 35 feet from the center line of any roadway easement serving three or more lots.
- (c) 25 feet from all other property lines.

### **Roofing Materials**

3.12 Roofs of all buildings as regards to material, color and pitch shall be constructed and maintained only as approved by the Association. New or replacement roof materials shall be fire-proof or fire retarding, as required by the Santa Barbara County Building Codes.

### **Accessory Buildings**

3.13 No accessory building of any kind, or garage, shed or tent, shall be constructed or maintained on any building site prior to the erection thereon of the principal structure permitted to be constructed thereon by the Association, except that construction sheds may be used during the course of construction and until a Certificate of Occupancy. Said sheds will be placed within the applicable setbacks on the lot and be hidden from views of the neighbors and road.

### **Timely Building**

3.14 No building shall be in any manner occupied while in the course of original construction or until a Certificate of Occupancy is issued. The construction of any building or structure shall be built and completed with reasonable diligence and speed, continuously from the time of commencement until fully completed. Every building, fence, wall or other structure placed on any part of said property shall be constructed from new material, unless the use of other than new material receives the written approval of the Association. No building constructed elsewhere shall be moved to said property except with the written approval of the Association.

### **Changing Grades, Slopes, and Drainage**

3.15. No change in the established grade or elevation of the lots, and no change in the established slope or ratio of the cuts and fills, which alters established drainage patterns will be permitted without the prior written consent of the Board and without the prior written approval of the Montecito Architectural Review Board, Santa Barbara County Architectural Review Board, and the Santa Barbara County Planning and Land Use Departments. For the purpose of this Declaration, established drainage patterns are

defined as the drainage patterns existing at the time the grading of the property was completed in conformity with the county-approved grading plan. No drainage will be allowed to drain over any banks.

Declarant reserves the right to make any and all cuts and fills on the property and on the building sites included on the property, and to do such grading as in its judgment may be necessary to grade streets and lots designated or delineated on the Map of the property or any part thereof. All plans must be in conformity with and approved by the Santa Barbara County Planning and Land Use Departments.

Each of the owners of the lots covenants to permit free access by Declarant and owners of adjacent lots to slopes or drainage ways located on his or her property when access is required for the maintenance or permanent stabilization of the slopes, maintenance of the drainage facilities, or protection and use of property other than the lot on which the slope or drainage way is located.

### **Signs**

3.16 Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by the Association, or its duly authorized agent, of structures or signs on property, or within the street rights of way, for the conduct of its business in connection with said property, or for directional purposes.

No signs of any kind or other advertising device of any character for any purpose or use whatsoever, may be erected, posted, pasted, painted, displayed, or maintained on the property, except that: (a) During the course of construction, appropriate architect and/or builder signs shall be permitted, not to exceed 24" in height and 36" in width; (b) An Open House sign for the duration of the Open House; (c) Security signs of appropriate and unobtrusive configuration and color as determined by the Board may be allowed.

3.17 Poles, Masts, and Antennas. No poles, masts, or antennas of any type, size, or height may be constructed on any lot, or on or above the roof of any dwelling or structure.

### **Utilities**

3.18 All utilities shall be underground. The foregoing restrictions shall not apply to existing above-ground utilities leading in a Northerly direction from Alston Road approximately 250 feet across Lots 16, 19 and 40 of Tract 10147.

### **Radio Transmissions**

3.19 No transmission of radio or television signals shall be conducted or permitted on said property, and no aerials for the receiving of radio signals shall be located on any building site without Board approval.



### **Removal of Trees**

3.20 No tree having a trunk of six (6) inches or more measured at its widest diameter shall be destroyed or removed without prior written approval of the Association. However, approval for expedited removal of dead or diseased trees, or of any tree constituting a danger to property owners, owners of neighboring parcels, or the public, may be obtained by telephone call to the President or Secretary of the Association.

### **ARTICLE 4. -- PROVISION FOR UPKEEP**

4.01 All of said property, except for any area now or hereafter established and dedicated for the common use, shall be subject to an annual charge or assessment as hereinafter specified.

4.02 There shall be an annual charge or assessment on each lot or building site levied to cover the expenses of normal maintenance and repair and the regular operations of the Association, as more particularly described in Section 4.06 below. Said assessment shall be set annually by the Board of Directors of the Association, in its discretion, in a reasonable amount necessary to cover said expenses. Said assessment shall be uniform, provided that unimproved lots or building sites shall be assessed one-half (1/2) of the rate charged other, improved lots. In no event shall any annual assessment of any individual lot or building site exceed Two Thousand Dollars (\$2,000.00), or its equivalent dollar value adjusted in succeeding years by the cost of living increases as determined by the Bureau of Labor Statistics for the Los Angeles-Long Beach area, using \$2,000.00 as the 2012 base figure for the calculation.

4.03 Each such annual charge or assessment shall be fixed at the first meeting of the Board of Directors following the annual election of the Board, and assessments shall be due and payable on the first day of the next calendar month. Each such charge or assessment shall become delinquent sixty (60) days after the due date, and shall bear interest at the legal rate of interest applicable to unpaid judgments rendered in a court of law, and the aggregate amount of such assessment with interest as aforesaid shall constitute a lien on the property with respect to which it was fixed, from the date the notice of delinquency under Paragraph 4.04 is filed for record. Such lien may be enforced by the Association in the manner proved by law with respect to a mortgage or other lien on real property; and in the event of foreclosure, the property owner shall pay all costs and expenses of foreclosure, including reasonable attorney's fees, all of which costs, expenses and fees shall be secured by such lien.

4.04 The Secretary of the Association shall file for record with the County Recorder of Santa Barbara County, within one hundred twenty (120) days after delinquency, that amount of any changes or assessments, together with penalties as aforesaid, which have become delinquent with respect to any portion of said property, and upon payment in full thereof shall execute and file for record a proper release of the liens securing the same.

4.05 The purchasers of portions of said property, by the acceptable deeds therefore, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such charges or assessments, including all penalties, costs and expenses of foreclosure and attorney's fees as provided in this article, upon the portion or portions of said property purchased or agreed to be purchased by them, or conveyed to them, and shall thereby vest in the Association, its successors and assigns, the right and power to bring any actions or proceedings for the collection of such charges, assessments, penalties, costs and expenses, including attorney's fees, and the enforcement of the liens securing said amounts or any portion thereof as may, in the discretion of the Association, its successors or assigns, be appropriate. Such obligations shall run with the land so that the successor owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof shall in turn become liable for the payment of such charges, assessments, penalties, costs and expenses, including attorney's fees, which shall become a lien thereon prior to or during their ownership thereof.

4.06 The proceeds received by such charges or assessments shall be applied by the Association toward the payment of the costs of any or all of the following:

- (a) Constructing, improving or maintaining any ornamental features or security facilities now existing or which may hereafter be constructed on said common property or on the streets therein or bordering thereon;
- (b) Improving or maintaining such streets, and other open spaces, including all grass plots and other planted areas within the lines of said streets, now existing or hereafter created, in or bordering upon said property, as shall be maintained for public use or for the general use of the owners of lots or building sites within said property and their successors in interest, insofar as such services are not adequately provided for by municipal authority;
- (c) At its option, caring for vacant, unimproved or unkept lots, removing grass and weeds therefrom, and any other things necessary or desirable in the judgment of the Association to keep said property and the lots contiguous thereto neat and in good order. The Association shall have the right to assess the owners of said lots for the cost of such expenditures, and to enforce such assessments in the manner prescribed in Paragraph 4.03 above;
- (d) The Board of Directors of the Association, in conjunction with the Architectural Review Committee, may inform owners of improved lots of actions considered necessary in the judgment of the Association to maintain the appearance of areas of said lots fronting the Association's common property or adjacent lots or parcels. In the event that action is requested by the Association is not taken within a reasonable period of time the Association may, at its option, take such action, and assess the owner or owners of said lot the cost of such expenditures. The Association shall have the power to enforce such assessment in the manner prescribed in Paragraph 4.03 above;

- (e) Sweeping, cleaning, sprinkling and lighting the streets within or bordering upon said property, collection and disposing of street sweepings therefrom, any rubbish, garbage and the like from said property;
- (f) Expenses, if any, incidental to the enforcement of restrictions, conditions, covenants, charges and agreements contained in this Declaration, and the collection of the charges or assessments provided for in this Article, including the expense incident to the examination and approval of plans and specifications as hereinbefore provided, and such supervision of construction as may be necessary to ensure compliance with said plans and specifications, and including also the expenses and compensation of the Architectural Review Committee appointed as herein provided, and any fees associated with enforcing the CA Vehicle Code and any contracting fees for law enforcement;
- (g) Taxes and assessments, if any, which may be levied by any authority upon the streets now or hereafter opened, laid out or established, and other open spaces maintained, and land acquired for the general use of the owners of the lots or building sites within said property, whether taxed or assessed as a part thereof or separately;
- (h) All other expenses incident to the conduct of the business of the Association, and all licenses, franchise taxes or other taxes or assessments levied against the Association.

4.07 In addition to the annual assessment as set forth in this Article Four, the Board of Directors shall have the right to levy or charge an additional assessment ("special assessment") to cover the cost of general maintenance and repairs to property of the Association, including the interior road system, by determining the cost of said repairs, and distribution such cost among all owners according to the formula prescribed in Paragraph 4.02. Once determined by the Board, such assessment shall be due and payable within thirty (30) days after notification of the special assessment has been sent out, and collectible as set forth in Paragraph 4.03.

4.08 The Board of Directors shall have the right to propose that the Association undertake specific capital improvement projects. A capital improvement is defined as the addition of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the overall value or increase its useful life. For the purposes of whether or not the Board will require a 65% approval vote of the members, the capital improvement shall be any 1.) substantial discretionary addition to the common areas, 2.) voluntary significant upgrade to the common area, or 3.) discretionary material alterations to the appearance of the development. However, the Board shall have the authority to repair and maintain the common area roads without a 65% member vote. Notwithstanding, such projects that require a special assessment with a cost greater than Twenty-Five Thousand Dollars (\$25,000.00), shall require the approval of owners holding sixty-five percent (65%) of the total number of votes in the Association as determined by the annual assessment. Once such a project is approved by the



Association, and the cost determined, the Board of Directors shall have the right to levy a special assessment to cover the cost of said project, according to the formula prescribed in Paragraph 4.02, such assessment shall be due and payable within thirty (30) days after notification and collectible as set forth in Paragraph 4.03.

4.09 In the event that repairs to property of the Association are necessary as a direct result of damage caused by specific owners, the cost of such repairs ("repair assessment") will be assessed to said owners. Once determined by the Board, such assessment shall be due and payable within thirty (30) days after notification and collectible as set forth in Paragraph 4.03.

4.10 The Board of Directors shall have the power to assess a reasonable fee to the owner for any construction on any lot or building site to cover the actual or expected cost of added burden caused by such construction to the property owned and maintained by the Association. Such fee shall reflect the size and extent of the new construction, remodel project, major landscaping project or demolition, and shall not exceed Five Thousand Dollars (\$5,000.00) per year, or its equivalent dollar value adjusted in succeeding years by the cost of living increase of the Bureau of Labor Statistics for the Los Angeles-Long Beach area, using \$5,000.00 in 2012 as the base figure for the calculation. In addition to said fee, the Board shall have the right to levy a special assessment on the property owner to cover the cost of any actual damage caused by such construction to property owned and maintained by the Association. Such fees and special assessments shall be due and payable within thirty (30) days after notification and collectible as set forth in Paragraph 4.03.

4.11 Storage of Materials, Junk, Trash, and Manure. The storage of or accumulation of junk, trash, manure, or other offensive or noxious materials is specifically prohibited. No burning will be permitted except in fireplaces or barbecues.

## **ARTICLE FIVE—APPROVAL OF PLANS**

5.01 No alteration of the then-existing terrain of any building site or lot shall be made; and no building, fence, wall, pole, hedge, or other structure shall be erected, constructed, altered, repainted in any other than its originally approved color scheme, or maintained upon any portion of said property, unless a complete set of plans and specifications therefore, including the exterior color scheme and indicating exact location on the building site, shall have been submitted to and approved in writing by the Association and a copy of such plans as finally approved deposited for permanent record with the Association. Such plans and specifications shall be submitted in writing for approval with the signature of the owner of the building site or with the signature of his or her duly authorized agent, in a form satisfactory to the Association. The approval of said plans and specifications may be withheld not only because of their noncompliance with any of the specific conditions, covenants, and restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Association with the grading plan, location of the structure on the building site, the color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed

structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matter or things which, in the reasonable judgment of the Association, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of said property or with the structures constructed on other building sites in the immediate vicinity of the building site on which said structure is proposed to be constructed. All accessory buildings, including garages, shall be consistent in design and materials with the main building or residence. In addition, all plans must be in compliance with the Montecito Architectural Review Board, Santa Barbara County Architectural Review Board and Santa Barbara Planning and Land Use Departments.

5.02 Preliminary plans and specifications may be submitted to and shall be considered by the Association. Such plans and specifications shall be submitted in the manner provided in Paragraph 5.01. The approval of such preliminary plans and specifications by the Association shall not waive its right to withhold approval of final plans and specifications, but such approval shall not be unreasonably withheld. The approval of preliminary plans and specifications shall not be deemed to give the right to commence any activity upon the building site or lot.

5.03 The Association shall consider grading plans and specifications even though not accompanied by construction plans and specifications and may grant final approval of said grading plans if said plans are otherwise satisfactory and in the judgment of the Association the commencement of grading would not be detrimental to the property.

5.04 The Association may, in its by-laws or otherwise, provide for the appointment by the Board of Directors of three people to constitute an Architectural Review Committee, whose duty shall be to assist the Association in all matters referred to in this Article Five and to perform such other functions as the Board may assign to such Committee from time to time. At least two members of such Committee shall be members of the Association, of whom one shall be a member of the Board, and one member of the Committee, not necessarily a member of the Association, shall be a licensed architect or building designer.

5.05 The approval of the Association for use on any building site of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Association of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other building sites.

5.06 The purchasers of building sites in said property, by the acceptance of deeds, therefore, or by the signing of contracts or agreements to purchase, shall be personally obligated to pay the Association such sum or sums as may from time to time be determined by the Board of Directors of the Association for the examination, inspection and approval of plans and specifications, in accordance with the provisions hereof.

5.07 Any officer or agent of the Association may from time to time, upon reasonable notice to the owner, given not less than seven (7) days in advance, enter the property and inspect the exterior of any property subject to the jurisdiction of the Association as to maintenance or improvement, in compliance with the provisions hereof; and the Association or any officer or agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. Inspection shall be at times mutually agreed upon by the owner and the Association, if at all possible. In the event of an emergency situation constituting a danger to persons or property, an inspection may be made by any officer or agent of the Association, on an emergency basis without notice to the property owner.

**ARTICLE SIX. – EASEMENTS, RIGHTS OF WAY, NATURAL AREAS,  
GRADES, LANDSCAPE, AND ROAD MAINTENANCE**

6.01 Said real property and the building sites therein are subject to such easements and rights of way for the construction, erection, maintenance and operation of mains and/or pipes for water, gas, sewers and storm water drainage; conduits, poles and wires for electricity, telephone, radio signals and television signals; and for the conduct and performance of any public or quasi-public utility service or function beneath and above the surface of the ground, as such easements and rights of way are more particularly set forth in the certificate attached to the map referred to in Schedule "A".

6.02 In addition to the easements and rights of way heretofore reserved and described in Paragraph 6.01 hereof, the Association reserves for itself, its successors and assigns, over the six (6) feet of each lot which are contiguous to the boundaries thereof, easements and rights of way for the erection, construction, operation and maintenance of all the public and quasi-public utilities mentioned in Paragraph 6.01.

6.03 All sewers, storm drains, gas and water pipes and underground conduit and/or cable for telephone, electric power and television lead-ins shall be constructed or maintained on said property, below the surface of the ground at a depth required by the respective utility involved, and all public and quasi-public utilities not otherwise provided for shall be at least six (6) inches below the surface of the ground and covered with soil unless otherwise approved in writing by the Association.

**Landscape**

6.04 Each building site shall be properly landscaped with trees, shrubs, lawns, ivy, etc., to the satisfaction of the Association, within ninety (90) days after the completion of the main building or after a remodeling project. No portion of any building site may be "planted" with a stone lawn or ground-covering except without prior approval of the Association. Landscaping plans will be submitted to the Board with the plans and specifications and must be approved in writing before the start of any construction or preparation and must include the size, type, and location of all plants, materials, and sprinkler systems.

One of the main goals of reviewing landscaping plans is to insure that hedges and trees will not be placed in locations which will significantly block neighbors views or obstruct visibility along the streets, and to place height limitations where applicable to prevent such obstructions. In the event an issue arises between neighbors regarding views and privacy, the neighbors shall first discuss the issue with the Board to resolve the matter. If the CC&R's and the Board are unable to resolve the matter, the parties may seek legal action as applicable.

6.05 The Association shall have the right at all times to enter on or upon any lot or parcel of said property that is vacant and unplanted or untenanted by the owner thereof, after reasonable notice to the owner thereof, and to plant or replant, trim, cut back, remove, replace and/or maintain hedges, trees, shrubs or flowers on the area and/or keep cultivated and/or remove plants on said portions of any parcel, lot or building site of said property, and the Association, or any officer or agent thereof, shall not thereby be deemed guilty of any manner of trespass. The cost of such maintenance of individually owned properties shall be the obligation of the owner thereof and shall be a lien against such property until payment is made to the Association. When the owner of a parcel or lot so planted or maintained by the Association shall be given written notice to the Association of his intention to improve the same within thirty (30) days, the Association may within said thirty (30) days, and thereafter until work on said improvements is commenced, transplant, remove or dispose of any or all of the plantings which may have been made by it.

#### **Road Maintenance**

6.06 The Association shall have the duty, without any undue delay, to maintain, repair, resurface, replace and keep at all times the entranceways and all private streets and shoulders on the said property in good condition and repair, in a condition at least comparable to the condition of private roads in other subdivisions containing residences of the same quality, value and prestige as residences located on the said property. For the purposes of this Paragraph 6.06, the phrase "private streets and shoulders" shall include all streets located within the said property which provide access to two or more lots or parcels, but shall not include any private driveways providing access to only one lot or parcel. In addition, the Association shall have the right, but not the obligation, to maintain the remainder of any right-of-way which does not lie within such private streets and shoulders.

#### **ARTICLE 7.—SCOPE AND DURATION OF CONDITIONS, RESTRICTIONS AND CHARGES.**

7.01 All of the covenants, restrictions and charges set forth in this Declaration are imposed upon said property for direct benefit thereof and of the owners thereof as a part of a general plan of development, improvement, building, occupation and maintenance hereby or in any supplement to this Declaration adopted therefore by the Association; and said conditions, restrictions and charges shall run with the land and continue and be in full force and effect.



7.02 The members of the Association having an aggregate of sixty-five percent (65%) of the total number of votes in the Association may amend, modify, cancel or annul, with respect to all property then under the jurisdiction of the Association, any conditions, restrictions and charges contained in this Declaration and any such supplementary or complementary Declaration by an instrument in writing, signed by said members, which shall be acknowledged by them so as to entitle it to record and be recorded in the office of the Recorder of said County of Santa Barbara.

7.03 When there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of these restrictions, application in writing in five (5) copies may be made to the Association by any person requesting special exceptions in specific cases to these restrictions, including the creation of new easements or the modification of existing easements. If the Board of Directors of the Association shall deem such exception or exceptions not to be contrary to the community interest, then it shall mail to the owners of all adjoining lots or building sites a copy of such application and a notice that approval is contemplated. However, any objections received from such adjoining property owners within ten (10) days of their notification shall be carefully considered before determining whether final approval to such exemptions shall be granted.

7.04. The Restrictions set forth in this Declaration are in addition to and enforceable separately from any other Restrictions which may apply to the property, by reason of governmental or quasi-governmental regulation by any authority having jurisdiction of the property.

#### **ARTICLE 8.-- BREACH AND RIGHT OF ENFORCEMENT**

8.01. The covenants and restrictions established in this Declaration will run with the land and will be binding on all parties (and their successors) having or acquiring any right, title, or interest in the real property described in Schedule "A". Declarant or any owner of any of the property, including any bona fide purchaser under contract, in the event of a breach of any restriction or covenant in this Declaration or a continuance of any such breach, appropriate legal proceedings may be taken to enjoin, abate, or remedy the breach. It is agreed that damages are not an adequate remedy for breach.

8.02 Every act or omission that violates in whole or in part any of the covenants contained in this Declaration is declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, will be applicable and may be exercised by Declarant, the Board, or the owner of any of the property.

8.03 The remedies provided in this Declaration for breach of the covenants contained in this Declaration are cumulative; none of the remedies will be deemed exclusive.

8.04 A breach of the covenants contained in this Declaration will not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for

value on any building site; provided, however, that any subsequent owner of such property will be bound by the covenants, whether that owner's title was acquired by foreclosure or in a trustee's sale or otherwise. A lender who acquired title by foreclosure or deed in lieu of foreclosure or trustee's sale will not be obligated to cure any breach of the covenants that occurred before that acquisition of title but will be bound by the covenants of this Declaration.

8.05 The Restrictions set forth herein shall be effective as of the date of the recordation of this Amended Declaration. Such Restrictions shall not apply to any lot or parcel not in compliance with such Restrictions on the date of the recordation of this Amended Declaration of Restrictions, each of which shall be deemed to be pre-existing, nonconforming uses. The Association shall not have the right to enforce any Restrictions contained herein against any pre-existing, non-conforming use, each of which is approved hereby. However, compliance of the then existing recorded Restrictions shall remain enforceable. Should a dispute arise between the Association and the owner of any particular lot or parcel regarding the existence of such a pre-existing, non-conforming use, then the owner of such lot or parcel shall have the burden of proving that the non-conforming use in question existed on the date of the recordation of this Amended Declaration of Restriction, and was not in violation of the Restrictions recorded on the property at said date.

#### **ARTICLE 9.—VIOLATIONS OF CONDITIONS AND RESTRICTIONS, AND ENFORCEMENT**

9.01 Violations of any of the conditions or restrictions herein contained shall give to the Association the right to enter upon the property or as to when such violation exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof; and the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Expenses of such action shall be charged to the property owner and are collectible as set forth in Article Four. Owners of said property violations shall be sent notice of any such violations and will be given an opportunity to remedy the violation within thirty (30) days. However, no such notice is required if the violation is a danger to an adjoining property or to persons.

9.02 The result of every act or omission whereby any condition or restriction herein is violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by the Association. In any legal or equitable proceeding by the Association for the enforcement, or to restrain a violation, of this Declaration or any provisions hereof, the losing party or parties shall pay the reasonable attorney's fees and cost of the winning party or parties in such amount as may be fixed by the court in such proceedings. Such remedies shall be deemed cumulative and not exclusive.

Furthermore, the Association will make a reasonable attempt to set a mediation between the noncompliant homeowner and the Association prior to filing any court proceedings, with the exception of injunctive or emergency proceedings. The Association and the homeowner in violation of the CC & R's will make diligent efforts to resolve their dispute through mediation services. In the event the mediation is not successful, the parties may file legal and/or equitable proceedings with court.

### **Enforcement of Board Rulings**

9.03. If the owner of any building site fails to comply with any notice of noncompliance or directive or order from the Board, then the Board will have the right and authority, after reasonable notice, to perform the subject matter of the directive or order and the cost of that performance will be charged to the owner and may be recovered by the Board. Once determined by the Board, such costs shall be due and payable within thirty (30) days after notification and collectible as set forth in Paragraph 4.03.

Furthermore, this Declaration vests the Board with the right to bring a proceeding in equity to enforce the general and specific intent of this Declaration as follows: if written notice to the Board of steps to correct any noncompliance is not given within thirty (30) days, or if the noncompliance is not thereafter cured within a reasonable time from the date notice of the noncompliance is given by the Board to the owner of the building site whose act or omission constitutes the noncompliance, the Board may record the notice of noncompliance and thereafter file a proceeding in equity to restrain the noncompliance or attempted noncompliance.

### **ARTICLE 10.—ENFORCEMENT OF CALIFORNIA VEHICLE CODE**

10.01 The Association hereby adopts and incorporates the California Vehicle Code General Provisions and Divisions 1 thru 18, as though fully stated herein, making these the rules of the road for any and all roads privately owned and maintained by the Association herein.

As such, signs will be maintained at the entrances at Woodley Road and Glenview Road, informing motorists, bicyclist, pedestrians and other persons using the Association roads, that the California Vehicle Code traffic laws will be enforced.

10.03. Furthermore, the Association will appoint an Enforcement Officer who will be in charge of warnings, ticketing, towing of non-compliant vehicles and enforcing violations in court.

### **ARTICLE 11.—SUPERSESSION AND APPLICATION**

11.01 This Declaration supersedes and replaces the Declaration of Restrictions of May 14, 1991, previously recorded with the County of Santa Barbara as Instrument No. 91-029625, in full, and no other Declaration of Restrictions thereto, nor any modification

thereof shall be of any further force and effect following the recordation of this document.

11.02 This Declaration specifically releases from the Association and the effect of this recorded Declaration, or any other previously-recorded Declarations or Modifications of Declaration recorded by this Association, all property previously annexed to the Association as Lots, 17, 18, 19 and 22, of Tract No. 10147, Unit Two and Lots 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, and 66 of Tract No. 10147, Unit Five.

## **ARTICLE 12.-- GENERAL PROVISIONS**

### **Amendments**

12.01. This Declaration may be amended at any time, and from time to time, by an instrument in writing signed by Sixty-Five percent (65%) of the then owners of record of the property, which written instrument will become effective on its recording with the Santa Barbara County Recorder.

### **Interpretation**

12.02. All questions of interpretation or construction of any of the terms or restrictions in this Declaration will be resolved by the Board or the Declarant, and that decision will be final, binding, and conclusive on all parties affected. The singular includes the plural whenever the context of this Declaration requires. The headings are not a part of this Declaration, and will not affect the interpretation of any provision.

### **Severability**

12.03. If any of the provisions of this Declaration are held to be invalid or unlawful by the final judgment of a Court of competent jurisdiction, that invalidity or illegality will not affect the validity of any other provision of this Declaration.

### **Fair Housing**

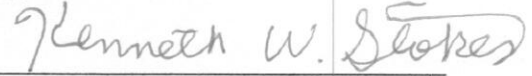
12.04. Neither Declarant nor any owner may directly or indirectly forbid the conveyance, encumbrance, renting, leasing, or occupancy of the owner's lot to any person on the basis of race, color, sex, religion, ancestry, national origin, disability, or other prohibited basis.

## **ARTICLE 13.—EXECUTION AND ACKNOWLEDGMENT**


13.01 This Declaration may be executed by the voting members of the Association on separate signature pages, each signature being duly and properly notarized and acknowledged for recordation, and all such signature pages recorded with the original of this Declaration.



IN WITNESS WHEREOF, we, the duly authorized President and Secretary of PEPPER HILL HOMES ASSOCIATION, INC., a non-profit corporation, do certify that this Amended Declaration of Restrictions has been approved by sixty-five percent (65%) or more of the total number of members of the Association, and do hereby execute this Amended Declaration on the 3rd day of December 2013.



KENNETH W. STOKES,  
PRESIDENT OF PEPPER HILL  
HOMES ASSOCIATION



JENNIFER LYNN STOKES-PENA  
SECRETARY OF PEPPER HILL  
HOMES ASSOCIATION

## ACKNOWLEDGMENT

State of California

County of Santa Barbara )

On December 3, 2013 before me, Mary L. Ortega, Notary Public  
(insert name and title of the officer)

personally appeared Kenneth W. Stokes and Jennifer Lynn Stokes-Pena,  
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.

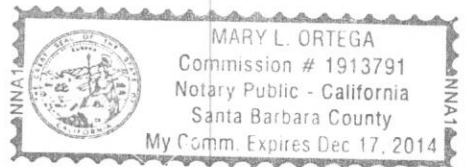
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Mary L. Ortega*

(Seal)



SCHEDULE "A"

That property located in Montecito, in the County of Santa Barbara, described as:

Lots 1 to 16 inclusive of Tract 10147, Unit One, lots 20, 21 and lots 23 to 34 inclusive of Tract 10147, Unit Two, lots 35 to 46 inclusive of Tract 10147, Unit Three, lots 47 to 52 inclusive of Tract 10147, Unit Four, in the County of Santa Barbara as recorded in Book 54, pages 93, 94 and 95, and Book 58, pages 47, 48 and 53 in the Office of the County Recorder of the County of Santa Barbara, State of California, Parcels "A" and "B" of Parcel Map 11228 recorded on January 13, 1971, in Book 7, page 56 of the official records of the County of Santa Barbara and those properties shown on the Record of Survey recorded on April 13, 1964, in Book 67, page 59 of the official records of the County of Santa Barbara.