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**2023-0015146**

Santa Barbara

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**THIRD AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS**

**THIS THIRD AMENDED AND RESTATED DECLARATION OF RESTRICTIONS** (these "CC&Rs") is made as of this 15<sup>th</sup> day of MAY, 2023, by the unanimous vote of the members of the Board of Directors of the Embarcadero Municipal Improvement District (hereinafter "EMID" or "Declarant").

**Recitals**

**WHEREAS**, the property, as defined below, is subject to that certain Second Amended and Restated Declaration of Restrictions recorded on July 25, 2011 as Instrument No. 2011-0042073 in the Official Records of Santa Barbara County (the "2011 CC&Rs").

**WHEREAS**, Section III.3 of the 2011 CC&Rs provides that, at any time, or from time to time, the EMID Board of Directors may modify, amend or cancel all or any provisions of the 2011 CC&Rs and any supplement or amendment thereto by adopting by a unanimous vote of its members an Approval Resolution (as defined below) setting forth the modification, amendment or cancellation.

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

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

**SECTION I. DEFINITIONS**

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

**Accessory Dwelling Unit.** An attached or a detached residential dwelling unit that is located on the same lot as a single-family dwelling to which the accessory dwelling unit is accessory and (i) provides complete independent living facilities for one or more persons including permanent provisions for cooking, eating, living, sanitation, and sleeping, and (ii) provides interior access between all habitable rooms. An accessory dwelling unit may also include an efficiency unit, as defined in Section 17958.1 of Health and Safety Code, and a manufactured home, as defined in Section 18007 of the Health and Safety Code.

- (i) **Attached Accessory Dwelling Unit.** An accessory dwelling unit that shares a common wall with the principal dwelling or an attached accessory building.
- (ii) **Detached Accessory Dwelling Unit.** An accessory dwelling unit that is detached from the principal dwelling and is located on the same lot as the principal dwelling. A detached accessory dwelling unit may be attached to a detached accessory building.

**Accessory Building.** Any building that is customarily a part of, and clearly incidental and secondary to a residence, and does not change the character of the residential use. This definition includes the following attached and detached accessory buildings, and other similar structures normally associated with a residential use of property:

- (i) Artist studios
- (ii) Barns
- (iii) Cabanas
- (iv) Garages
- (v) Guesthouses
- (vi) Sheds
- (vii) Workshops

**Artist Studio.** A structure or portion of a structure used as a place of work by a professional artist (e.g., painter, sculptor, etc.) for the commercial production of art.

**Bathroom.** A room containing toilet and sink and bathing facilities.

**Bedroom.** An enclosed habitable room within the conditioned area of a structure that is arranged, designed or intended to be occupied by one or more persons primarily for sleeping purposes.

**Building.** A structure with a roof supported by columns or walls and intended to provide shelter, housing or enclosure of persons, animals or chattel. Does not include travel trailers.

**Cabaña.** A building, the use of which is incidental and accessory to the use of a swimming pool or sports court that may include bathrooms, but does not include sleeping quarters or cooking facilities.

**Dwelling.** A room or group of rooms with interior access between all habitable rooms, including permanent provisions for living, sleeping, eating, cooking, bathing and sanitary facilities, constituting a separate and independent housekeeping unit, occupied or intended for occupancy by a family on a non-transient basis and having not more than one kitchen. Boarding or rooming houses, dormitories, and hotels are not dwellings.

**Family.** One or more persons occupying premises and living as a single housekeeping unit not operated for profit, as distinguished from two or more persons occupying a boarding or rooming house, hotel, club, or similar structure used for residential purposes. A family shall not include a fraternal, religious, social, or business organization. A family shall be deemed to include domestic servants employed by the family. A family shall also be deemed to include the clients and operators of a residential facility licensed by the State that serves six or fewer clients.

**Farmstay.** A type of working farm or ranch operation that is partially oriented towards visitors or tourism by providing guest accommodations. Such an operation may include interactive activities where guests participate in basic farm or ranch operations such as collecting eggs and feeding animals, or a work exchange agreement where the guest works a set number of hours in exchange for free or reduced rate accommodation.

**Garage.** A building or portion thereof used or designed to be used as an accessory building for the storage of motor vehicles, personal recreational vehicles, and other personal property for use by the occupants of the same site.

**Gross Floor Area.** Floor area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, ramps, closets, the thickness of interior walls, columns, or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the useable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts.

**Gross lot area.** The area included within the boundaries of a lot as described in the latest recorded deed to the lot or as shown on the recorded lot or subdivision map creating the lot, inclusive of any portion so described or mapped, lying within a public or private street

**Guesthouse.** Detached living quarters of a permanent type of construction without kitchen or cooking facilities, used primarily for temporary guests of the occupants of the principal dwelling on the lot, and not rented or otherwise used as a separate dwelling.

**Habitable.** Space within a building that is suitable for living, sleeping, eating, or cooking, and which may or may not be heated and/or cooled.

**Habitable Room.** A space intended for living, sleeping, eating, or cooking, including living rooms, dining rooms, bedrooms, kitchens, dens, family rooms, recreation rooms, and enclosed porches suitable for year-round use. Specifically excluded are balconies, bathrooms, foyers, garages, hallways, laundries, open porches, pantries, storage closets, utility rooms, unfinished attics and basements, other unfinished spaces used for storage, and water closets.

**Home business.** A commercial activity conducted entirely within (i) the dwelling portion of a single family residence, (ii) the dwelling portion of an accessory dwelling unit or junior accessory dwelling unit, or (iii) an artist studio, by residents of the lot on which the home business is conducted.

**Junior Accessory Dwelling Unit.** A residential dwelling unit that has a gross floor area of no more than 500 square feet and is contained entirely within a single-family dwelling or its attached garage. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

**Kitchen.** A room, all or any part of which is designed, built, equipped, maintained, used, or intended to be used for the preparation and cooking of food.

#### **Lodging.**

- (i) **Boarding or Rooming House.** A residence or dwelling other than a hotel, where the business of keeping boarders is generally carried on and which is held out by the owner or keeper as a place where boarders are kept.
- (ii) **Homestay.** A residential structure, including portions thereof, rented for 30 consecutive days or less where the owner or long-term tenant of the property inhabits a legal dwelling on the same lot at the same time as the transient occupant.
- (iii) **Hotel.** A building or group of buildings containing six or more sleeping rooms occupied, intended or designed to be occupied as the more or less temporary abiding place of persons who, for compensation, are lodged with or without meals, but not including a trailer court or camp, sanitarium, hospital, asylum, orphanage or building where persons are housed under restraint.
- (iv) **Short-Term Rental.** A building which is rented for overnight lodging, in whole or in part, and with or without the presence onsite of the owner or representative of the owner, for 30 consecutive days or less.

**Lot.** Any one of the numbered lots which are subject to these CC&Rs, as identified under the definition of the term "property", below, and any new or reconfigured legal parcels created by a lot split, lot line adjustment, subdivision, resubdivision, merger or other change of property lines with respect to any such lots.

**Manufactured Home.** A structure constructed on or after June 15, 1976, that is certified under the National Manufactured Housing Construction and Safety Act of 1974, which is designed and equipped to be used as a single-family dwelling, with or without a permanent foundation, as defined in the California Health and Safety Code Section 18007.

**Person.** An individual, organization, partnership, or other business association, corporation, or entity, including any utility, and any federal, state, local government, or special district or any agency thereof.

**Principal Dwelling.** A detached dwelling that is the principal residential use of a lot.

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

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

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

**Residential Structure.** A structure containing one or more dwelling units, except for a mixed use building.

**Single Family Dwelling.** A building designed for and occupied exclusively by one family and containing one dwelling.

**Street.** Any street, road, highway or other thoroughfare shown on the map of the property, as defined herein.

**Structure.** Anything constructed or erected, the use of which requires location on the ground or attachment to something located on the ground, excluding trailers and sidewalks.

## SECTION II. PROPERTY DIVISION

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

## SECTION III. RESIDENTIAL DWELINGS

**A. Single Family Dwellings.** There may be located on each lot not more than one (1) single family dwelling.

**B. Accessory Dwelling Units.** There may be located on each lot that contains an existing or proposed single family dwelling not more than one (1) attached or detached accessory dwelling unit. An attached or detached accessory dwelling unit may be located on the same lot as a junior accessory dwelling unit.

**1. Attached Accessory Dwelling Units.** An attached accessory dwelling unit shall comply with the following requirements:

**a. Location.** The accessory dwelling unit shall be located entirely within an existing or proposed single family dwelling or existing accessory building; provided, however, that an accessory dwelling unit located within an existing accessory building may include an expansion of the gross floor area of not more than 150 square feet beyond the same physical dimensions as the existing accessory building and shall be limited to accommodating ingress and egress.

**b. Exterior Access.** The accessory dwelling unit shall have exterior access from the single-family dwelling.

**2. Detached Accessory Dwelling Units.** A detached accessory dwelling unit shall comply with the following requirements:

**a. Location.** The accessory dwelling unit shall be located within a detached, new construction accessory building that is not connected by any means to another accessory building.

**b. Maximum Floor Area.** The gross floor area of the accessory dwelling unit shall not exceed 800 square feet.

**3. Junior Accessory Dwelling Units.** There may be located on each lot that contains an existing or proposed single family dwelling not more than one (1) junior accessory dwelling unit, in addition to an existing or proposed single-family dwelling. A junior accessory dwelling unit may be located on the same lot as an accessory dwelling unit. A junior accessory dwelling unit shall comply with the following requirements:

**a. Location.** A junior accessory dwelling unit shall be located entirely within an existing or proposed single family dwelling or attached garage and shall not be located within any other attached or detached accessory building.

**b. Efficiency Kitchen.** A junior accessory dwelling unit shall have an efficiency kitchen that includes (i) a cooking facility with appliances, and (ii) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

**c. Exterior Access.** A junior accessory dwelling unit shall have separate exterior access from the single family dwelling.

**d. Maximum Floor Area.** The gross floor area of a junior accessory dwelling unit shall not exceed 500 square feet.

**e. Owner-Occupancy.** Owner-occupancy shall be required for a junior accessory dwelling unit or the single family dwelling in which the junior accessory dwelling unit is located unless the owner of the junior accessory dwelling unit is a governmental agency, land trust, or housing organization.

**f. Sale Restriction.** A junior accessory dwelling unit shall not be sold or otherwise conveyed separate from the single family dwelling.

**g. Sanitation Facilities.** A junior accessory dwelling unit shall include separate sanitation facilities or share sanitation facilities with the single family dwelling.

**4. Additional Restrictions and Requirements.** The following additional restrictions and requirements shall apply to all accessory dwelling units and junior accessory dwelling units:

**a. Minimum Floor Area.** At a minimum, the gross floor area of an accessory dwelling unit or junior accessory dwelling unit shall be sufficient to allow for an Efficiency Unit in compliance with Health and Safety Code Section 17958.1 and California Building Code Section 1207.4 or successor statute.

**b. Passageway Not Required.** A passageway shall not be required in conjunction with the construction of an accessory dwelling unit or junior accessory dwelling unit.

#### **SECTION IV. RESTRICTIONS APPLICABLE TO ALL LOTS**

**A. Guesthouses and Artist Studios.** There may be located on each lot not more than one (1) guesthouse or one (1) artist studio. No guesthouse or artist studio shall be allowed if an accessory dwelling unit or junior accessory dwelling unit exists or has current approval on a lot

**B. Architectural Compatibility.** If visible from the street and greater than a gross floor area of 120 square feet, accessory buildings shall be architecturally compatible with the single family dwelling on the lot.

**C. Commercial Activities.** No commercial activity shall be conducted upon any lot or any part thereof other than (i) the development and sale of the lot or any portion thereof, or (ii) home businesses that are allowed by the zoning regulations established by the County of Santa Barbara.

**D. Landscape Design.** No hedge, hedge-row, tree, plant, vegetation, wall, or fence shall be planted, erected, or located upon any lot in such location, nor be allowed to grow to such height, as determined in the sole discretion of EMID, so as to unreasonably interfere with clear lines of sight for vehicles traveling on the street or entering a street at an intersection or driveway.

**E. Signs.** No sign or other advertising device of any type shall be erected or maintained upon any part of the property or on any lot therein other than:

1. One sign per street frontage not larger than three feet by three feet advertising a lot for sale or rent. If a lot is located on a private driveway or road, and is not visible from a main street, a sign advertising the lot for sale or rent is permitted to be located at the end of the private driveway where it intersects the street.

2. Signs that are allowed by the zoning regulations established by the County of Santa Barbara.

**F. Pools and Spa Equipment.** Pool and spa equipment shall be screened from view from streets and other lots by plantings, fences, or other means approved by EMID and shall be designed and maintained to control excessive noise.

## **SECTION V. EASEMENTS**

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

## **SECTION VI. TERM AND AMENDMENTS**

**A.** These CC&Rs shall run with the land and shall be binding and in full force and effect until January 1st, 2040 AD., for the mutual benefit of the owners and successors of each and all of the lots within the Property, and, where so stated, shall be considered as creating easements with respect to the lots subject hereto.

**B.** At any time, or from time to time, the owners of record of at least sixty-six and 67/100 percent (66.67%) of the lots may modify, amend, or cancel all or any provisions of these CC&Rs and any supplement or amendment hereto by executing a written instrument setting forth the agreement and approval of such owners of record to the modification, amendment or cancellation (the "Approval Instrument"). The Approval Instrument may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which

together shall constitute one and the same instrument. In the event that executed copies of the Approval Instrument are provided by any owners by facsimile, email or other electronic transmission, the facsimile, email or electronic copies and the signatures thereon shall for all purposes be treated as originals. The document setting forth the modification, amendment or cancellation shall (i) be signed and acknowledged by the President and Secretary of EMID on behalf of EMID, (ii) contain a certification by the President and Secretary of EMID stating that the owners of record of at least sixty-six and 67/100 percent (66.67%) of the lots have executed the Approval Instrument, and (iii) be recorded with the Official Records of Santa Barbara County, California.

**C.** Alternatively, at any time, or from time to time, the EMID Board of Directors may modify, amend or cancel all or any provisions of these CC&Rs and any supplement or amendment hereto by adopting by a unanimous vote by its members a resolution setting forth the modification, amendment or cancellation (the "Approval Resolution"). The document setting forth the modification, amendment or cancellation shall (i) be signed and acknowledged by the President and Secretary of EMID on behalf of EMID, (ii) contain a certification by the President and Secretary of EMID stating that the Approval Resolution was adopted by a unanimous vote of the members of the EMID Board, and (iii) be recorded with the Official Records of Santa Barbara County, California.

**D.** EMID reserves the right, by amendment to these CC&Rs, to subject additional lots, parcels or portions of the lands adjacent to the property ("Additional Lands") to these CC&Rs, provided that (i) the Additional Lands are owned by EMID, or (ii) all record owners of the Additional Lands consent in writing to having the Additional Lands be made subject to these CC&Rs.

## **SECTION VII. ENFORCEMENT**

**A.** The provisions contained in these CC&Rs shall be enforceable by EMID, and by the owner or owners of any portion of the property, and by their respective legal representatives, heirs, successors and assigns.

**B.** Failure by EMID, or by the owner or owners of any portion of the property or by their respective legal representatives, heirs, successors and assigns to enforce any of these CC&Rs shall in no event be deemed a waiver of the right to do so in the future.

**C.** Should any one or more of the provisions of these CC&Rs be or become invalid or unenforceable from any cause whatsoever, the remainder of them shall nevertheless remain in full force and effect.

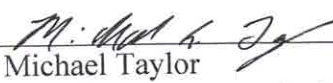
**D.** All of the declarations, limitations, covenants, conditions, restrictions, and easements contained herein shall constitute covenants that run with the land and are binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the property.


**SECTION VIII. PRIOR CC&RS**

These CC&Rs shall amend, restate and supersede the 2011 CC&Rs in their entirety.

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

EMBARCADERO MUNICIPAL  
IMPROVEMENT DISTRICT

By   
Michael Taylor  
President of the Board of Directors

By   
Filip DeFoort  
Secretary of the Board of Directors


**CERTIFICATION**

On 15 May, 2023, the Embarcadero Municipal Improvement District Board of Directors adopted by a unanimous vote by its members a resolution setting forth and approving this Third Amended and Restated Declaration of Restrictions and all of the terms and provisions set forth herein.

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

Executed at Goleta, California, this 16 day of May, 2023.

  
Michael Taylor  
President of the Board of Directors  
Embarcadero Municipal Improvement District

  
Filip DeFoort  
Secretary of the Board of Directors  
Embarcadero Municipal Improvement District

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of California )  
 )  
County of Santa Barbara )

On 5.14.23, before me, Ashley Franco, Notary Public  
*(here insert name and title of the officer)*

personally appeared MICHAEL TAYLOR, 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 Ashley Franco (Seal)

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

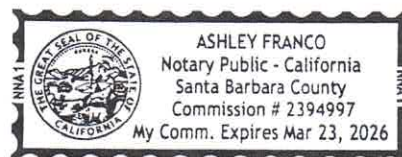
State of California )  
 )  
County of Santa Barbara )

On 5.14.23, before me, Ashley Franco, Notary Public  
*(here insert name and title of the officer)*

personally appeared FILIP DEFOORT, 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 Ashley Franco (Seal)