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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS**

(ALI D'ORO)

**NOTE: AS MORE FULLY DESCRIBED IN ARTICLE XX OF
THIS DECLARATION, IN THE EVENT OF ANY DISPUTES
ARISING HEREUNDER, OR RELATING TO THE DESIGN
AND/OR CONSTRUCTION OF THE DEVELOPMENT OR
ANY PORTION THEREOF, SUCH DISPUTE SHALL BE
SUBMITTED TO JUDICIAL REFERENCE, A FORM OF
ALTERNATIVE DISPUTE RESOLUTION.**

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- Exhibit “H” – Landscape Plans and Guidelines
- Exhibit “I” – City Conditions of Approval
- Exhibit “I-1” – Coastal Commission Conditions of Approval
- Exhibit “J” – Solid Waste Management Program
- Exhibit “K” – Natural Resource & Land Swap Information
- Exhibit “L” – Animal Waste Management Program
- Exhibit “M” – Restricted Fencing Areas
- Exhibit “N” – Architectural Plans
- Exhibit “O” – Final Map
- Exhibit “P” – Grassland Restoration and Enhancement Program
- Exhibit “Q” – Maintenance Portion of the Water Quality Management Plan

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS**

(ALI D'ORO)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS (ALI D'ORO) (this "**Declaration**") is made this 15~~th~~ day of September, 2005, by GOLETA INVESTMENT PARTNERS, LLC, a California limited liability company ("**Declarant**").

RECITALS

A. Declarant is the fee owner of the real property described in Exhibit "A" to this Declaration (the "**Initial Property**"). The Initial Property is a portion of a planned development commonly known as "Ali D'Oro" (the "**Development**") being developed by Declarant, portions of which Development may, from time to time, be annexed to the coverage of this Declaration pursuant to the terms of this Declaration.

B. Declarant deems it desirable to establish covenants, conditions and restrictions upon the "Covered Property" (as hereinafter defined) and each and every portion thereof, which will constitute a general scheme for the management of the Covered Property, and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property and enhancing the quality of life within the Covered Property.

C. The Covered Property will be developed as a "Common Interest Development," as defined in California Civil Code Section 1351(c) and as a "Planned Development," as defined in California Civil Code Section 1351(k).

D. It is desirable for the efficient management of the Covered Property and the preservation of the value, desirability and attractiveness of the Covered Property to create a nonprofit mutual benefit corporation to which should be delegated and assigned the powers of *managing the Covered Property, maintaining and administering the "Common Areas"* (as hereinafter defined) and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the "Assessments" (as hereinafter defined) and charges hereinafter created and referred to, and to perform such other acts as shall generally benefit the Covered Property. The Ali D'Oro Homeowners Association, a California nonprofit mutual benefit corporation (the "**Association**"), has been or will be incorporated under the laws of the State of California for the purpose of exercising the powers and functions aforesaid.

E. Declarant will hereafter hold and convey title to all of the Covered Property subject to those certain protective covenants, conditions and restrictions hereafter set forth.

NOW, THEREFORE, for the purposes set forth above, Declarant hereby declares that the Initial Property and each part thereof and such other real property as may hereafter be

annexed as provided in the Article entitled "Integrated Nature of the Covered Property" of this Declaration, shall be held, sold and conveyed subject to the following easements, equitable servitudes, restrictions, covenants, and conditions in accordance with California Civil Code Section 1354, which are for the purpose of protecting the value and desirability of, and which shall constitute equitable servitudes on the Covered Property and which shall run with the Covered Property and be binding on and inure to the benefit of all parties having any right, title or interest therein, or in any part thereof, their heirs, successors and assigns.

ARTICLE I **DEFINITIONS**

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

1.1 "**Animal Waste Management Program**" shall mean that certain program relating to animal waste management approved by the City, a copy of which is attached hereto as Exhibit "L," which requires, without limitation, the installation and maintenance by the Association of a mutt-dispenser, trash receptacle and signage (which contains information pertaining to animal waste and surface water pollution prevention) at the access point trailhead within the Development.

1.2 "**Annexation Property**" shall mean all of the real property described in Exhibit "B" to this Declaration.

1.3 "**Architectural Committee**" shall mean and refer to the committee or committees provided for in the Article hereof entitled "Architectural Control."

1.4 "**Architectural Plans**" shall have the meaning set forth in Section 5.1 hereof.

1.5 "**Articles**" and "**Bylaws**" shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended.

1.6 "**Assessments**" The following meanings shall be given to the Assessments hereinafter defined:

1.6.1 "**Capital Improvement Assessment**" shall mean a charge against each Owner and such Owner's Lot, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the Common Areas which the Association may from time to time authorize pursuant to the provisions of this Declaration.

1.6.2 "**Reconstruction Assessment**" shall mean a charge against each Owner and such Owner's Lot representing a portion of the cost to the Association for reconstruction of any portion or portions of the Common Areas pursuant to the provisions of this Declaration.

1.6.3 "**Regular Assessment**" shall mean the amount which is to be paid by each Member to the Association for Common Expenses.

1.6.4 “**Reimbursement Assessment**” shall mean any charge designated as a Reimbursement Assessment in this Declaration, the Articles, Bylaws or Association Rules.

1.6.5 “**Remedial Assessment**” shall mean any charges and/or fines levied by the Association against a particular Owner who fails to comply with this Declaration, the Articles, Bylaws or Association Rules, together with attorneys’ fees and other charges payable by such Owner, pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

1.6.6 “**Special Assessment**” shall mean any charge designated as a Special Assessment in this Declaration, the Articles, Bylaws or Association Rules.

1.7 “**Association**” shall mean and refer to Ali D’Oro Homeowners Association, a California nonprofit mutual benefit corporation, incorporated under the laws of the State of California (as described in Recital D hereof), its successors and assigns.

1.8 “**Association Community Walls**” shall mean those certain perimeter walls shown on Exhibit “D” attached hereto which are located on individual Owners’ Lots and are to be maintained by the Association in accordance with this Declaration.

1.9 “**Association Rules**” shall mean rules adopted by the Association pursuant to the Article hereof entitled “Duties and Powers of the Association.”

1.10 “**Bicycle Access Easement Areas**” shall mean those portions of Lots 64 and 66, as described on Exhibit “G” and depicted on Exhibit “G-1” to this Declaration, that are subject to the Bicycle Access Easements.

1.11 “**Bicycle Access Easements**” shall mean those certain non-exclusive access easements over and across the Bicycle Access Easement Areas, which provide public access to bicyclists.

1.12 “**Board**” shall mean the Board of Directors of the Association.

1.13 “**Business Day**” shall mean any day other than a Saturday, Sunday, or California or national holiday on which banks in the County are customarily closed.

1.14 “**City**” shall mean and refer to the City of Goleta, California.

1.15 “**Common Areas**” shall mean all real property and the Improvements thereon owned or leased from time to time by the Association or over which the Association has an easement or license for maintenance and/or the common use and enjoyment of the Members, including, without limitation, the Association Community Walls, the Pedestrian Access Easement Areas, and the Bicycle Access Easement Areas, the Lift Station, the Flood Control Facilities, the Grading and Drainage Facilities, private streets, entry gates, landscaping areas, medians, sidewalks, and open space areas. Common Areas may include any District Areas at such time (if ever) that such District Areas are no longer maintained and/or owned by a District or any successor entity. In such case, the Association shall undertake all necessary steps, including, without limitation, acquisition and assumed maintenance, in order to ensure that such

District Areas remain available for access and use by the Members and such other Persons having rights thereto. The Common Areas shall also include any parks, open space, or similar areas which are intended to be dedicated to and accepted by the City and/or the County or any other governmental or quasi-governmental agency or authority ("**Dedication Areas**") but which, for any reason, are not accepted thereby. Upon the "Initial Sale Date" (as hereinafter defined), the Common Areas shall be that certain property described on Exhibit "C" attached hereto.

1.16 "**Common Expenses**" shall mean and refer to the actual and estimated costs of:

(a) maintenance, management, operation, repair and replacement of the Common Areas and all other areas on the Covered Property which are maintained by the Association;

(b) unpaid Assessments;

(c) maintenance by the Association of areas within the public right-of-way of public streets in the vicinity of the Covered Property as provided in this Declaration or pursuant to agreements with the City, the County or any other applicable governmental or quasi-governmental agency, district or authority;

(d) costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;

(e) the costs of utilities, trash pickup and disposal, graffiti removal, gardening and other services which generally benefit and enhance the value and desirability of the Common Areas;

(f) the costs of any fire prevention measures relating to the Common Areas;

(g) the costs of fire, casualty, liability, workmen's compensation and any other insurance covering the Common Areas;

(h) the costs of any other insurance obtained by the Association;

(i) reasonable reserves as deemed appropriate by the Board, and the cost of any reserve study pursuant to California Civil Code Section 1365.5(e);

(j) the costs of bonding of the members of the Board, any professional managing agent or any other person handling the funds of the Association;

(k) taxes paid by the Association;

(l) amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas or portions thereof;

(m) costs incurred by the Architectural Committee or any other committee established by the Board (including costs of any third-party consultants hired by the Architectural Committee to review plans, inspect Improvements, etc.);

(n) costs associated with implementing and complying with the Animal Waste Management Program, the Solid Waste Management Program, the Grassland Restoration and Enhancement Program and the Water Quality Management Plan; and

(o) other expenses incurred by the Association for any reason whatsoever in connection with the Common Areas, or the costs of any other item or items designated by this Declaration, the Articles, Bylaws or Association Rules, or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

1.17 "**Conditions of Approval**" shall mean, collectively, the "Conditions of Approval Comstock Homes Development (Ali D'Oro) Vesting Tentative Tract Map 32008, Case No. 67-SB-TM" approved by the City on July 19, 2004 (the "**City Conditions of Approval**"), a copy of which is attached as Exhibit "I" hereto and the "Special Conditions 4-04-085 (Comstock Homes)" imposed by the California Coastal Commission (the "**Coastal Commission Conditions of Approval**"), a copy of which is attached as Exhibit "I-1" hereto.

1.18 "**County**" shall mean and refer to the County of Santa Barbara, State of California.

1.19 "**Covered Property**" shall mean and refer to the Initial Property and any other real property which shall become subject to this Declaration.

1.20 "**Declarant**" shall mean and refer to Goleta Investment Partners, LLC, a California limited liability company, its successors and assigns by merger, consolidation, redemption, contribution or by purchase of all or substantially all of its assets.

1.21 "**Dedication Areas**" shall have the meaning set forth in the definition of "Common Areas."

1.22 "**Developer Lots**" shall mean and refer to all of the separate residential interests proposed in the Development that have not yet been conveyed to Retail Purchasers and are owned by the Declarant. For purposes of this Section only, and in no way limiting the rights of Declarant to modify the Development or the actual number of Lots within the Development, the total number of projected Developer Lots for the Development as of the date of this Declaration is Sixty-Two (62).

1.23 "**Development**" shall mean and refer to the real property described on Exhibits "A," "B," and "C" which is and/or becomes subject to this Declaration.

1.24 "**Directors**" shall mean and refer to the members of the Board.

1.25 "**District(s)**" shall mean and refer to such district(s) as is(are) or may be established in conjunction with the City and/or the County, which is/are or may be responsible for the landscape, maintenance, repair and administration of certain portions of the Covered

Property. Districts, if formed, will be funded through assessments levied against all of the properties within the boundary of such District.

1.26 **“District Areas”** shall mean those areas which are or will be maintained by a District. District Areas may include all or a portion of the Common Areas if the District agrees to assume the maintenance of such Common Areas. Pursuant to this Declaration, Declarant has the power to cause the transfer of certain Common Areas to a District in which case such Common Areas shall no longer be Common Areas within the scope of this Declaration but, instead, shall constitute District Areas. Notwithstanding any provision in this Declaration to the contrary, the District Areas shall not be subject to this Declaration unless and until the Association has assumed maintenance of such District Areas in accordance with this Declaration.

1.27 **“DRE”** shall mean and refer to the California Department of Real Estate.

1.28 **“DRE Approved Budget”** shall mean and refer to that certain budget or budgets which have been or will be submitted to and approved by the DRE by Declarant which provides for either (i) a range in the amount of the Regular Assessments, or (ii) a level amount of Regular Assessments, over the course of the development of the Development.

1.29 **“Exclusive Use Common Areas”** shall mean and refer to those portions of Lot 63 in, over, under and through which, Declarant has conveyed or may convey appurtenant easement(s) for the exclusive use of the Owner(s) of Lots 20 and 21.

1.30 **“Exhibit”** shall mean and refer to those documents so designated herein and attached hereto (as such Exhibits may be amended pursuant hereto). As additional property is annexed pursuant to the Article entitled “Integrated Nature of the Covered Property” of this Declaration, applicable exhibits similar to the Exhibits attached to this Declaration shall be attached to such Supplemental Declarations pertaining to the annexed property.

1.31 **“Federal Agencies”** shall mean and refer to collectively one or more of the following agencies and the following letter designation of such agencies shall mean and refer to respectively the agency specified within the parentheses following such letter designation: **“VA”** (United States Department of Veterans Affairs); **“FHLMC”** (Federal Home Loan Mortgage Corporation); **“FNMA”** (Federal National Mortgage Association); **“GNMA”** (Government National Mortgage Association); and **“FCC”** (Federal Communications Commission).

1.32 **“Final Subdivision Public Report”** shall refer to any report issued by the DRE pursuant to Section 11018.2 of the California Business and Professions Code or any similar statute hereafter enacted.

1.33 **“Final Map”** shall mean the map for Tract No. 32008, in the City of Goleta, County of Santa Barbara, State of California which shall be recorded in the Office of the Santa Barbara County Recorder concurrently herewith, a copy of which is attached hereto as **“Exhibit “O.””**

1.34 **“Flood Control Facilities”** shall mean those certain facilities, including, without limitation, detention basins, debris basins and green belt channels, designed and intended to

reduce the possibility of flooding in the Development. The Flood Control Facilities for the Initial Property are depicted in Exhibit "E" attached hereto.

1.35 "Government Agency" shall mean the City, the County, municipal districts, and any other governmental or quasi-governmental agency or authority with jurisdiction over the Development.

1.36 "Grading and Drainage Facilities" shall mean those certain grading and drainage improvements, including, without limitation, detention basins and bio swales designed to retain storm water runoffs located or to be located in the Development.

1.37 "Grassland Restoration and Enhancement Program" shall mean that certain program approved by the California Coastal Commission, relating to the monitoring of grassland restoration and enhancement, which program includes guidelines, criterion and performance standards, a copy of which program is attached hereto as Exhibit "P."

1.38 "Improvements" shall mean and refer to all structures and appurtenances thereto of every kind whatsoever, including, but not limited to, dwellings, outbuildings (*e.g.*, guest or caretaker units, sheds, etc.), garages, carports, open parking areas, driveways, private streets, electro-mechanical entry gate systems and related equipment, entry monuments, pedestrian tunnels, landscaped parkways and medians, sidewalks, walkways, pavements, trails, fences, retaining walls, walls, footings, columns, gates, decorative or informative signs, mail kiosks, bio-swale, private utility lines and connections, private storm drains and sewer lines and laterals, antennas, landscaped slopes, all trees, shrubs and other landscaping in the front and any exposed side yard, all shrubs and other landscaping in an enclosed rear yard which would be visible above the perimeter walls and/or fences, and all landscape irrigation systems. Improvements shall also mean and refer to all exterior modifications to a dwelling, including, but not limited to, (a) painting the exterior of any dwelling or other structure; (b) changing the roof material, windows or exterior doors of any dwelling or other structure; (c) building, constructing or erecting any room additions and/or demolishing or conducting any exterior remodeling; and/or (d) building, constructing, erecting or installing, as the case may be, any swimming pools, spas, tennis courts, guest houses, patio covers, decks, planters, gazebos, stairs, trellises, sunshades, screening walls, wind screens, awnings, screen doors, skylights, poles, signs, solar heating, air conditioning and/or water softening or refining fixtures or systems. Improvements also include all amenities, fixtures and facilities constructed on the Common Areas (including, but not limited to, any recreational amenities, entry gate facilities, private streets, storm and water quality control facilities, pumping stations, utility boxes and connections, landscaping, etc.).

1.39 "Institutional Mortgagee" shall mean and refer to a First Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, any federal or state agency, or any other institution regulated by federal or state law.

1.40 "Landscape Plans and Guidelines" shall mean and refer to the final landscape plans and design guidelines for the Development approved by the City and the California Coastal Commission, a copy of which are attached hereto as Exhibit "H." The Landscape Plans and Guidelines shall (a) address the use of pesticides, herbicides and fertilizers, (b) prohibit buried

irrigation infrastructure except within the approved development envelope, (c) require all temporary irrigation components (including pipes) to be placed above ground in open space areas, (d) encourage the use of non-invasive, low water demand species and (e) include information and photographs about drought tolerant plantings.

1.41 "**Lift Station**" shall mean the sewage lift station which will service the Development in the future.

1.42 "**Lot**" shall mean and refer to (i) a lot shown on any final map filed for record and (ii) a parcel shown on any parcel map filed for record which is annexed to this Declaration, to the extent such lots and parcels are part of the Covered Property.

1.43 "**Maintenance Requirements**" shall have the meaning set forth in Section 19.8 hereof.

1.44 "**Manufactured Products**" shall have the meaning set forth in Section 19.7(a) hereof.

1.45 "**Member**" shall mean and refer to every "Person" (as hereinafter defined) who qualifies for Membership in the Association pursuant to the Article of this Declaration entitled "Membership," including Declarant.

1.46 "**Membership**" shall mean the membership in the Association held by any Member.

1.47 "**Mortgage**" shall mean and refer to any duly recorded mortgage or deed of trust encumbering a Lot. A "**First Mortgage**" shall refer to a Mortgage which has priority over all other Mortgages encumbering a specific Lot.

1.48 "**Mortgagee**" shall mean and refer to the mortgagee or beneficiary under any Mortgage. A "**First Mortgagee**" shall mean the holder of a First Mortgage.

1.49 "**Natural Resource & Land Swap Information**" shall have the meaning set forth in Section 16.5 hereof.

1.50 "**Notice and Hearing**" shall have the meaning ascribed to such term in the Bylaws.

1.51 "**Official Records**" shall mean the official records of the County.

1.52 "**Owner**" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of fee simple title to a Lot, including Declarant, or the vendee under an installment land sales contract, but excluding those having any such interest merely as security for the performance of an obligation. If a Lot is leased by Declarant for a term in excess of twenty (20) years and the lease, or memorandum thereof, is recorded, the lessee or transferee of the leasehold interest and not the Declarant shall be deemed to be the Owner. If fee title to a Lot is owned other than by Declarant, the Owner of the fee title and not the lessee or transferee of such Lot shall be deemed the Owner regardless of the term of the lease.

1.53 “Pedestrian Access Easement Areas” shall mean those portions of Lots 1, 2, 3, 4, 5, 6, 12, 13, 14, 18, 19, 20, 21, 22, 63, 64 and 66 as described on Exhibit “F” and depicted on Exhibit “F-1” to this Declaration, that are subject to the Pedestrian Access Easements.

1.54 “Pedestrian Access Easements” shall mean those certain non-exclusive access easements over and across the Pedestrian Access Easement Areas which provide public access for pedestrians and hikers.

1.55 “Person” shall mean and refer to a natural individual, corporation, partnership, limited liability company, or any other entity with the legal right to hold title to real property.

1.56 “Phase of Development” shall mean the Initial Property and/or any portion of the Annexation Property that is subject to a Final Subdivision Public Report, issued by the DRE, annexing it to this Declaration.

1.57 “Public Trails” shall mean, collectively, the Pedestrian Access Easement Areas and the Bicycle Access Easement Areas.

1.58 “Record” or “Recordation” shall mean recordation of any document or instrument in the Official Records.

1.59 “Restricted Fencing Areas” shall mean those portions of Lots 6, 12, 14, 18, 21, 22, 25, 50, 52 and 62 shown on Exhibit “M” attached hereto over which certain restrictions apply with respect to the height of fences and hedges as set forth in Section 11.28 herein.

1.60 “Retail Purchaser” shall mean any Owner of a Lot other than Declarant.

1.61 “Single Story Lots” shall mean Lots 1, 8, 10, 12, 19, 23, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 52, 54, 57 and 61 of Tract No. 32008.

1.62 “Solid Waste Management Program” shall mean that certain program relating to solid waste management approved by the City, a copy of which is attached hereto as Exhibit “J,” which includes one or more of the following mitigation measures: (a) provision of space and/or bins for storage of recyclable materials within the Development; (b) implementation of a curbside recycling and green waste program to serve the Development; (c) development of a plan for accessible collection of materials on a regular basis; and (d) regular composting of lawn clippings and other landscape materials.

1.63 “Supplemental Declaration” shall mean those certain declarations of covenants, conditions and restrictions or similar instruments which amend or supplement this Declaration by (i) annexing additional property, (ii) extending the plan of this Declaration to all or a part of the Annexation Property as provided in Article XIV of this Declaration entitled “Integrated Nature of the Covered Property,” or (iii) altering or changing any of the rights and/or obligations of any Persons affected by this Declaration.

1.64 “Warranty” shall have the meaning set forth in Section 19.9 hereof.

1.65 **“Water Quality Management Plan”** shall mean that certain plan approved by the City and the California Coastal Commission which incorporates structural and non-structural best management practices (BMPs) designed to reduce, to the extent practicable, the volume, velocity and pollutant load of stormwater and dry weather flows leaving the Development. The maintenance portion of the Water Quality Management Plan is attached hereto as Exhibit “Q.” The Water Quality Management Plan also incorporates the operation, use, inspection, maintenance and replacement of storm drain surface pollutant interceptors of the Grading and Drainage Facilities.

ARTICLE II **MEMBERSHIP**

2.1 **Membership.** Every Owner shall be a Member. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles, Bylaws, Architectural Plans, and Association Rules, to the extent the provisions thereof are not in conflict with this Declaration. Membership of Owners shall be appurtenant to, and may not be separated from, the interest of such Owner in any Lot. Ownership of a Lot shall be the sole qualification for Membership; *provided, however,* a Member’s voting rights or privileges in the Common Areas may be regulated or suspended as provided in this Declaration, the Bylaws or the Association Rules. Except for Declarant, not more than one Membership shall exist based upon ownership of a single Lot.

2.2 **Transfer.** No Membership shall be transferred, pledged or alienated in any way, except that such Membership shall automatically be transferred to the transferee of the interest of an Owner required for Membership. Any attempt to make a prohibited Membership transfer is void and will not be reflected upon the books and records of the Association. The Association shall have the right to record the Membership transfer upon the books of the Association without any further action or consent by the transferring Owner.

2.3 **Voting Rights.** Except for Declarant, an Owner’s right to vote shall not vest until the date Regular Assessments upon such Owner’s Lot have been levied as provided in this Declaration. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws and Association Rules.

2.4 **Classes of Voting Membership.** The Association shall have two classes of voting Membership:

(a) **Class A.** Class A Members shall be all Owners except Declarant. Each Class A Member shall be entitled to one vote for each Lot owned. When more than one person owns a Lot required for Membership, each such person shall be a Member and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) **Class B.** The Class B Member shall be Declarant. Declarant shall be entitled to three (3) votes for each Developer Lot; *provided,* that solely for the purpose of counting votes in order to determine when Class B Membership shall cease and convert to

Class A Membership as provided in subparagraph (i) below, Declarant shall be entitled to five (5) votes for each Developer Lot. Class B Membership shall cease and be converted to Class A Membership on the happening of the earliest of the following events:

(i) when the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

(ii) five (5) years from the date of issuance of the most recent Final Subdivision Public Report with respect to any part of the Development (including the Annexation Property) (the "**Conversion Date**"); *provided* that if at the time of the Conversion Date less than seventy five percent (75%) of the projected Lots for the Development have been sold to Retail Purchasers, the Conversion Date shall be extended for consecutive two (2) year periods until at least seventy-five percent (75%) of the projected Lots for the Development have been sold to Retail Purchasers.

2.5 Special Class A Voting Rights. Notwithstanding the provisions of this Article, if the Class A Members do not have sufficient voting power pursuant to the voting rights set forth in this Declaration and the Bylaws to elect at least twenty percent (20%) of the total number of Directors on the Board, at any meeting of Members at which Directors are to be elected, then such Class A Members shall, by majority vote, among themselves, elect the number of Directors required to equal twenty percent (20%) of the total number of Directors on the Board. In the event twenty percent (20%) of the total number of Directors is equal to any fractional number, the number of Directors to be elected pursuant to the special Class A voting right shall be rounded to the next higher whole number.

2.6 Approval of Members. Unless elsewhere otherwise specifically provided in this Declaration or the Bylaws, any provision of this Declaration or the Bylaws which requires the vote or written assent of the voting power of the Association or any class or classes of Membership shall be deemed satisfied by either of the following:

(a) the vote, in person or by proxy, of the Owners constituting a quorum casting a majority of the votes at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members; or

(b) written consents signed by the Owners constituting a quorum casting a majority of the votes.

2.7 Special Declarant Representation Rights. Notwithstanding the provisions of this Article, until the occurrence of the Conversion Date, as set forth in Section 2.4(b)(ii) above, Declarant shall have the absolute authority to elect at least twenty percent (20%) of the total number of Directors on the Board.

ARTICLE III **COVENANT FOR MAINTENANCE ASSESSMENTS**

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner including the Declarant to the extent Declarant is an Owner as defined herein, of any Lot by acceptance of a deed or other conveyance, creating in such Owner the interest required to be

deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: Regular Assessments, Special Assessments, Reimbursement Assessments, Capital Improvement Assessments, Remedial Assessments and Reconstruction Assessments. Such Assessments shall be fixed, established and collected from time to time as provided in this Declaration. The Regular, Special, Reimbursement, Capital Improvement and Reconstruction Assessments, together with interest thereon, late charges, attorneys' fees and court costs, and other costs of collection thereof, as hereinafter provided, shall be a charge upon the Lot against which each such Assessment is made. Each such Assessment, including Remedial Assessments, together with such interest, late charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment becomes due. The personal obligation for delinquent Assessments shall not pass to the successors in title of an Owner unless expressly assumed by such successors. No Owner may waive or otherwise escape liability for Assessments by nonuse of the Common Areas or any part thereof, or abandonment of such Owner's Lot.

3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes of carrying out and/or enforcing the provisions of this Declaration, and promoting the recreation, health, safety and welfare of the Members, the management of the Covered Property, enhancing the quality of life in the Covered Property, and the value of the Covered Property including, without limitation, the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, or in furtherance of any other duty or power of the Association. The Association shall not impose or collect an assessment, penalty or fee that exceeds the amount necessary (including applicable reserve amounts) for the purpose or purposes for which it is levied.

3.3 Regular Assessments. The Board shall determine the amount of the Regular Assessment to be paid by each Member. The Association shall provide written notice by first-class mail to all Owners of any change in Regular Assessments, or the due dates therefore, not less than thirty (30) days, nor more than sixty (60) days, prior to the due date for such Regular Assessments. Each Member shall thereafter pay to the Association his or her Regular Assessment in installments by the due date established by the Board. In the event the Board shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all Common Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Member, and the date or dates when due. After the Association's first accounting year of operation, it shall comply with the provisions of Section 1366 of the California Civil Code, prior to any increase in Regular Assessments. In the event the amount budgeted to meet Common Expenses for the then-current year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate. Until such time as the Class B Membership has ceased and been converted into Class A Membership, Regular Assessments may not be reduced if such reduction would diminish the quantity or quality of services provided by the Association. Notwithstanding the foregoing, Regular Assessment increases shall not be limited in the case of "emergency situations" as provided in Section 1366 of the California Civil Code. Notwithstanding the foregoing, Regular Assessments to be paid by Declarant may be reduced or

abated pursuant to the terms of any maintenance agreement or similar document. Notwithstanding any other provisions of this Declaration, until the earlier to occur of (1) the recordation of a notice of completion of an improvement on the Common Areas, or (2) the placement of such improvement into use, each Owner (including Declarant) shall be exempt from paying that portion of any Regular Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of such improvement.

3.4 Capital Improvement Assessments. In addition to the Regular Assessments, the Association may levy in any calendar year, a Capital Improvement Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or replacement (other than due to destruction) of a described capital improvement upon the Common Areas to the extent the same is not covered by the provisions affecting Reconstruction Assessments in the Article hereof entitled "Destruction of Improvements," including the necessary fixtures and personal property related thereto. The Association shall not impose a Capital Improvement Assessment, the total amount of which exceeds five percent (5%) of the estimated Common Expenses as set forth in the Section of this Article entitled "Regular Assessments," without the approval of a majority of a quorum of the voting power of the Association. Any reserves collected by the Association for the future maintenance and repair of the Common Areas, or any portion thereof, shall not be included in determining said annual Capital Improvement Assessment limitation. All amounts collected as Capital Improvement Assessments may only be used for capital improvements and shall be deposited by the Board in a separate bank account to be held in trust for such purposes. Said funds shall not be commingled with any other funds of the Association and shall be deemed a contribution to the capital account of the Association by the Members. The Association shall provide notice to all Owners, by first-class mail, of any decision by the Association to levy a Capital Improvement Assessment, not less than thirty (30) nor more than sixty (60) days prior to the due date for such Assessment.

3.5 Uniform Assessment. Regular, Reconstruction and Capital Improvement Assessments shall be fixed at an equal amount for each Lot and may be collected at intervals selected by the Board.

3.6 Certificate of Payment. The Association shall, upon demand, furnish to any Member liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Lot have been paid, and the amount of delinquency, if any. A reasonable charge may be collected by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

3.7 Exempt Property. All properties dedicated to, and accepted by, or otherwise owned or acquired by, the City, the County or any other Government Agency authority shall be exempt from the Assessments created herein.

3.8 Special Assessment. Special Assessments may be levied by the Association to fund any budgetary shortfall or to restore any funds transferred from the Association's reserve account. Special Assessments shall also be levied by the Board against an Owner and such Owner's Lot to reimburse the Association for any other charge designated as a Special Assessment in this Declaration, the Articles, Bylaws or Association Rules. Notwithstanding the

foregoing, the Board shall not impose Special Assessments without first complying with the provisions of Section 1366 of the California Civil Code. The foregoing limitation shall be subject to the exception of "emergency situations" as provided in Section 3.3 above.

3.9 Remedial Assessment. In the event the Board levies any fines or charges against an Owner who fails to comply with this Declaration, the Articles, Bylaws or the Association Rules, such fines or charges shall be Remedial Assessments.

3.10 Reimbursement Assessment. Reimbursement Assessments may be levied by the Association to reimburse the Association for materials or services provided by the Association which benefit individual Lots. Reimbursement Assessments shall also be levied by the Board against an Owner (and such Owner's Lot) to reimburse the Association for any other charge designated as a Reimbursement Assessment in this Declaration, the Articles, Bylaws or Association Rules. The Association shall provide notice by first-class mail to the Owners subject to a Reimbursement Assessment of any decision to levy such Reimbursement Assessment, not less than thirty (30) nor more than sixty (60) days prior to the Reimbursement Assessment becoming due.

3.11 Date of Commencement of Regular Assessments. Subject to any assessment maintenance or subsidy program established by the Declarant, the Regular Assessments for a particular Phase of Development hereunder shall commence on the date (the "Initial Assessment Commencement Date") which is the first day of the month following the first close of escrow for the sale of a Lot by Declarant to a Retail Purchaser within a particular Phase of Development.

3.12 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (i) the Association is not properly exercising its duties and powers as provided in this Declaration; (ii) a Member has made or elects to make no use of the Common Areas; or (iii) any construction or maintenance performed pursuant to the Section entitled "Assumption of Maintenance Obligations" of the Article entitled "Repair and Maintenance" of this Declaration shall in any way postpone Assessments or entitle a Member to claim any such offset or reduction.

3.13 Homestead Waiver. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of California now in effect, or in effect from time to time hereafter.

3.14 Reserves. The Regular Assessments shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas, or any other purpose as determined by the Board. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. Such reserves shall be deemed a contribution to the capital account of the Association by the Members. The Board shall not expend funds designated as reserve funds for any purpose other than those purposes set forth in Section 1365.5 of the California Civil Code.

Withdrawal of funds from the Association's reserve account shall require the signatures of either (a) two (2) members of the Board; or (b) one (1) member of the Board and an officer of the Association who is not also a member of the Board.

3.15 Automatic Assessment Increases. Upon the annexation of additional Phases of Development, the Regular Assessments shall be automatically increased by the amount, if any, necessary to maintain the Common Areas located within such additional Phases of Development and for which the Association has responsibility in accordance with the standards prescribed by the then-current DRE Operating Cost Manual or, if the Operating Cost Manual is no longer maintained by the DRE, pursuant to standards established in accordance with prudent property management practices for "common interest developments" (as defined in Section 1351(c) of the California Civil Code) consistently applied throughout the geographic region in which the Development is located. However, such increase shall occur only if (i) the annexation of such additional Phases of Development is permitted by the DRE, and (ii) if a range of Assessments is elected, the amount of such increase is within the range of assessments approved by the DRE pursuant to the DRE Approved Budgets, increased at a rate of twenty percent (20%) compounded annually. If annexation of Common Areas results in an increase in the Regular Assessments which is permissible under the requirements of the preceding sentence, then the Association shall be obligated to collect such increased Regular Assessment. By accepting title to a Lot, each Owner consents to the Regular Assessment increases specified in this Section.

ARTICLE IV
NONPAYMENT OF ASSESSMENTS

4.1 Effect of Nonpayment of Assessments; Remedies of the Association. In the event any Assessment is not paid when due, such Assessment shall be deemed to be delinquent and in default. Each Owner vests in the Association or its assigns the right and power to bring all actions at law and in equity and exercise such other remedies provided herein against such Owner for the collection of delinquent Assessments. In the event an attorney or attorneys are employed for collection of any Assessment, whether by suit or otherwise, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against such Owner. In addition to any other remedies herein or by law provided, the Association may enforce the obligations of the Owners to pay the Assessments in any manner provided by law or in equity, and without any limitation of the foregoing, by any or all of the following procedures:

(a) **Suspension of Rights; Monetary Penalties.** After conducting a noticed hearing (upon not less than ten (10) days' prior written notice to the delinquent Owner) by the Board (at which the delinquent Owner was invited to attend and present such Owner's case; whether or not the delinquent Owner appears), the Board may (a) suspend the voting rights of any Owner, (b) impose reasonable monetary penalties pursuant to a monetary penalty schedule established and posted by the Board, and/or (c) suspend such Owner's right to use the Common Areas for any period during which any Assessment against such Owner's Lot remains unpaid; *provided, however, these provisions shall not operate or be construed to deny or restrict ingress or egress of any Owner to and from such Owner's Lot.*

(b) **Enforcement by Suit.** By commencement and maintenance of a suit at law or equity against any Owner or prior Owner to enforce the Assessment obligation, such suit to be maintained in the name of the Association. Any judgment rendered in any such action may include the amount of the delinquency, interest thereon at the maximum legal rate per annum from the date of the delinquency, court costs and reasonable attorneys' fees, in such amount as the court may adjudge against the delinquent Owner.

(c) **Enforcement by Lien.** There is hereby created a "Claim of Lien," with power of sale, on each and every Lot to secure payment to the Association of any and all Assessments charged against any and all Lots pursuant to this Declaration (except Remedial Assessments), together with interest thereon at the maximum legal rate per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time after the delinquency, the Association may elect to file and record in the Official Records a Claim of Lien against the Lot of the defaulting Owner. Such Claim of Lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (i) the name of the delinquent Owner;
- (ii) the legal description of the Lot against which the Claim of Lien is made;
- (iii) the total amount of the delinquency, interest thereon, penalties, collection costs and reasonable attorneys' fees if then known (with any proper offset allowed);
- (iv) a statement that the Claim of Lien is made by the Association pursuant to this Declaration and that a lien is claimed against said Lot in an amount equal to the amount stated; and
- (v) the name and address of the trustee authorized by the Association to enforce the Claim of Lien by sale.

Upon such recordation of a duly executed original or copy of such Claim of Lien and mailing a copy thereof to said Owner, the lien claimed therein shall immediately attach and become effective. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust by exercise of a power of sale contained therein or in the manner provided by law for the enforcement of a judgment as the laws of the State of California may from time to time be changed or amended. The Association shall have the power to bid at any foreclosure sale, trustee's sale or judgment sale and to purchase, acquire, lease, hold, mortgage and convey any Lot. Reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. The proceeds of any foreclosure, trustee's or judgment sale provided for in this Declaration shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, title costs and costs of the sale, and all other expenses of the proceedings and sale, and the balance of the unpaid sales proceeds after satisfaction of such charges and unpaid assessments hereunder or any

liens, shall be paid to the defaulting Owner. Any purchaser at such sale shall thereupon be entitled to a deed to the Lot and immediate possession of the Lot and shall have the right to apply to a court of competent jurisdiction for such orders as may be reasonable for the purpose of acquiring and possessing the Lot. It shall be a condition of such sale, and the deed so made shall provide, that the purchaser shall take the interest in the sold Lot subject to this Declaration. Upon the timely curing of any default for which a Claim of Lien was filed by the Association, the officers of the Association are hereby authorized to record an appropriate release of such lien in the Official Records.

4.2 Assignment of Rents. As security for the payment of all such liens, each Owner hereby gives to and confers upon the Association the right, power and authority, during the continuance of such ownership, to collect the rents, issues and profits of the Owner's Lot, reserving unto the Owner the right, prior to any default by such Owner in performance of such Owner's obligation under this Declaration, or the Bylaws or the Articles, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, the Association may, at any time, upon ten (10) days written notice to such Owner, then either in person, by agent or by a receiver to be appointed by a court of competent jurisdiction, and without regard to the adequacy of any security for such indebtedness, enter upon and take possession of such Owner's Lot or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, in payment of any indebtedness to the Association or in performance of any agreement hereunder, and in such order as the Association may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure nor waive any default hereunder or invalidate any act done pursuant to this Declaration.

The assignment of rents and powers described in the foregoing paragraph shall not affect, and shall in all respects be subordinate to, the rights and powers of the holder or beneficiary of any First Mortgage or deed of trust on any Lot or second Mortgage or deed of trust on any Lot if the holder or beneficiary of such second Mortgage or deed of trust is Declarant, to do the same or similar acts.

ARTICLE V **ARCHITECTURAL CONTROL**

5.1 Architectural Plans. Declarant has adopted architectural plans setting forth the design and appearance of the Development (the "**Architectural Plans**"), which are attached hereto as Exhibit "N." The Architectural Plans are intended to provide design professionals with standardized design vocabularies and materials intended to preserve the quality and overall appearance of the Development. However, in the event of any conflict between the Architectural Plans and this Declaration, this Declaration shall control. Notwithstanding any other provision herein, the Architectural Plans and the provisions of this Article V shall not apply to Declarant. The Architectural Plans shall not be amended, modified, changed, or waived in any manner, without the prior written approval of Declarant and the City; *provided, however*, Declarant shall have the right at any time to relinquish to the Board its rights concerning the Architectural Plans. Notwithstanding any other provision herein, no amendment to the Architectural Plans shall act to make any previously constructed or installed improvement or landscaping out of compliance

with such amended Architectural Plans, provided that such improvement and/or landscaping was in compliance with the applicable Architectural Plans prior to such amendment to the Architectural Plans. Each prospective Retail Purchaser should become familiar with the Architectural Plans applicable to the Lot such person intends to purchase before executing any agreement for the purchase of such Lot. The Architectural Committee shall maintain a copy of the Architectural Plans on file at all times, and the Architectural Committee shall provide each Owner with a copy of the Architectural Plans upon written request. The Architectural Committee shall not approve the construction of any Improvement which is not designed and constructed substantially in accordance with the Architectural Plans. The Architectural Plans may include among other things those restrictions and limitations upon the Owners set forth below:

(a) time limitations for the completion of the architectural improvements for which approval is required pursuant to the Architectural Plans;

(b) conformity of completed architectural improvements to plans and specifications approved by the Architectural Committee; *provided, however*, as to purchasers and encumbrancers in good faith and for value, unless notice of non-completion or non-conformance identifying the violating Lot and its Owner and specifying the reason for the notice, executed by the Architectural Committee, shall be Recorded, and given to such Owner within one (1) year of the expiration of the time limitation described in subsection (a) above, or unless legal proceedings shall have been instituted to enforce compliance or completion within said one (1) year period, the completed architectural improvements shall be deemed to be in compliance with plans and specifications approved by the Architectural Committee and in compliance with the Architectural Plans, but only with respect to purchasers and encumbrancers in good faith and for value;

(c) such other limitations and restrictions as the Declarant, in its reasonable discretion, shall adopt, including, without limitation, the regulation of the following: construction, reconstruction, exterior addition, change or alteration to or maintenance of any building, structure, wall or fence, including, without limitation, the nature, kind, shape, height, materials, exterior color and surface and location of such dwelling structure; and

(d) a description of the types of such construction, reconstruction, additions, alterations or maintenance which, if completed in conformity with the Architectural Plans, do not require the approval of the Architectural Committee.

5.2 Appointment of Architectural Committee. The Architectural Committee shall consist of not less than three (3) nor more than five (5) persons as fixed from time to time by resolution of the Board. The Declarant shall initially appoint the Architectural Committee. The Declarant shall retain the right to appoint, augment or replace all members of the Architectural Committee until one (1) year after the Initial Sale Date. Thereafter, the Declarant shall retain the right to appoint, augment or replace a majority of the members of the Architectural Committee until five (5) years after the Initial Sale Date, or until ninety percent (90%) of the Lots within the Development have been conveyed to Retail Purchasers, whichever shall last occur. Notwithstanding the foregoing, commencing one (1) year following the Initial Sale Date, the Board shall have the right but not the obligation to appoint the remaining members of the

Architectural Committee. Five (5) years after the Initial Sale Date, or when ninety percent (90%) of the Lots within the Development have been conveyed to Retail Purchasers, whichever shall last occur, the right to appoint, augment or replace all members of the Architectural Committee shall automatically be transferred to the Board.

5.3 General Provisions.

(a) The Architectural Committee may establish reasonable procedural rules and may assess a reasonable fee in connection with review of plans and specifications including, without limitation, the number of sets of plans to be submitted; *provided, however*, the Architectural Committee may delegate its plan review responsibilities to one or more members of such Architectural Committee. Upon such delegation, the approval or disapproval of plans and specifications by such persons shall be equivalent to approval or disapproval by the entire Architectural Committee. Unless any such rules are complied with, such plans and specifications shall be deemed not submitted. Plans required to be submitted may include, without limitation, site plans, floor plans, drainage plans, elevations, color and/or material samples, and such other plans and/or samples reasonably required by the Architectural Committee.

(b) The address of the Architectural Committee shall be the address established for giving notice to the Association. Such address shall be the place for the submittal of plans and specifications and the place where the Architectural Plans shall be kept.

(c) The establishment of the Architectural Committee and the systems herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter or modify or otherwise have control over the Lots as may otherwise be specified in this Declaration, in the Bylaws or in any Association Rules.

(d) In the event the Architectural Committee fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been duly submitted in accordance with any rules regarding such submission adopted by the Architectural Committee, such plans and specifications will be deemed approved.

5.4 Approval and Conformity of Plans and Improvements.

(a) Subject to Sections 11.30 and 11.31 herein, no building, fence, wall, patio, second story deck, structure, landscaping improvements (including such landscaping improvements that consist of predominantly hardscape material(s) (including but not limited to cement, rock and gravel)), shall be commenced, erected, maintained upon, or removed from the Covered Property, nor shall there be any addition to or change in the exterior of any Lot, building, fence, wall, structure, the painting (other than painting with the same color of paint as previously existed) of exterior walls, patio covers and solar and other energy saving devices, except in compliance with the Architectural Plans, the Landscape Plans and Guidelines, this Declaration, the Association Rules, all applicable requirements and restrictions of the City and the California Coastal Commission, including, without limitation, the requirements and restrictions set forth in the Conditions of Approval, and the plans and specifications (showing the

nature, kind, shape, height, width, color, materials and location) which have been submitted to and approved by the Architectural Committee as to their structural integrity and harmony of external design and location in relation to surrounding structures and topography.

(b) Each Owner, by acceptance of a deed to such Owner's Lot recognizes that the unique characteristics of such Lot, including its size, location, configuration, grade, soil composition and geologic setting, as well as governmental and private regulations, limit what modifications and/or additions, if any, such Owner can make to such Lot. As such, each Owner understands that any physical modification and/or addition to any Lot or the improvements thereon after acquisition thereof by such Owner (collectively, "**Future Work**"), including, without limitation, the construction of any dwelling, installation of infrastructure improvements, and/or installation or modification of swimming pools, concrete flat work, walls (including, without limitation, retaining walls), fencing, landscaping and the like, and any structural foundations related thereto (collectively, "**Future Improvements**"), will require specific and additional design and engineering considerations to accommodate the unique characteristics and limitations of such Lot and neighboring Lots and Common Areas. Each Owner, by accepting a deed to such Owner's Lot recognizes and agrees that there is no guarantee that such Owner will be able to construct any particular improvement on such Lot. It is therefore required that the following actions and/or conditions be undertaken and/or satisfied by each Owner to assure that any Future Work is planned and performed to the highest possible design, engineering, and construction standards:

(i) Before performing any Future Work, the Owner is required to consult with appropriate, qualified, experienced, and financially sound civil, structural, geotechnical and/or soils engineers, architects, landscape architects, and/or other consultants (collectively, the "**Design Professionals**") to prepare all plans, specifications and guidelines to be implemented in performing the Future Work. All Design Professionals must be licensed and in good standing with their respective licensing bodies, and must maintain adequate commercial general liability, errors and omissions, automotive, and workers' compensation insurance. Each Owner is strongly advised, prior to retaining any Design Professional, to have an attorney review any written contract(s) for the proposed services to assure that (i) such Owner's rights are protected, (ii) the Design Professional provides adequate and appropriate warranties and indemnification for defects in design of Future Improvements and/or failure to properly perform the tasks and/or duties for which such Design Professional was hired, and (iii) such contract is consistent with the requirements of this Article.

(ii) In all events, and prior to any plan preparation, appropriate review of all soils, building sites, geological conditions, retaining walls, drainage patterns and the like must be performed by the appropriate Design Professionals to assure that any and all planned Future Improvements can, in fact, be safely and adequately constructed on or about the Owner's Lot in light of the physical constraints presented by such Lot. If any Design Professional determines that any Future Work, no matter how designed, can not appropriately be constructed on or upon a particular Lot, such Future Improvement shall not be constructed.

(iii) The recommendations of an Owner's Design Professionals shall be included with all plans and specifications submitted by such Owner to the Architectural Committee. The Architectural Committee shall have the right to base any decision

to approve or disapprove any Future Work on (i) the recommendations and/or information supplied by such Design Professionals, and/or (ii) any Owner's failure to retain adequate Design Professionals as required hereby. The Architectural Committee shall also have the right, without obligation of any kind, to consult with its own panel of Design Professionals to determine whether or not the recommendations and/or findings of the Owner's Design Professionals are satisfactory. The Architectural Committee does not assume any liability or responsibility for any improvements, including, without limitation, any Future Improvements, constructed by any Owner.

(iv) With respect to landscape improvements and/or any other Future Improvements which will introduce, or redirect the flow of, water into, on, or about the Property, each Owner is also obligated to provide a drainage and watering plan and impact study prepared by appropriate Design Professionals indicating, in the opinion of such Design Professionals, the impacts such landscape improvements will have on such Owner's Lot and neighboring properties, and the mitigation measures necessary or appropriate to avoid over-saturation of the Lot, and to avoid excessive run off or seepage which could deteriorate or harm the improvements, soils, or landscaping on neighboring properties.

(v) Any Future Work involving construction of a concrete slab or foundation must take into account, in addition to and not in limitation of any other recommendation of an Owner's Design Professionals, moisture-protection measures, possible adverse reaction to sulfate content in any soil, if applicable, and modifications to pre-existing drainage for the Owner's Lot and adjoining Lots and/or Common Areas.

(vi) Upon approval by the Architectural Committee and the City of any proposed Future Work, all such Future Work shall be undertaken by experienced contractors and subcontractors who are licensed in the State of California and in good standing with their respective licensing bodies, and who maintain broad-form commercial general liability (including completed products liability), errors and omissions, automotive, and workers' compensation insurance. Such approval by the Architectural Committee shall not constitute an endorsement or assumption of any responsibility or liability regarding such contractors or subcontractors or any work performed thereby. All Future Work must be performed in compliance with all applicable laws and regulations, including, without limitation, applicable building codes and zoning laws.

(vii) Any Future Work requiring excavation or modification of soils must be monitored by appropriate Design Professionals to (i) identify field conditions that differ from those anticipated by such Design Professionals' preliminary investigation, and (ii) to determine that any such Future Work is otherwise performed in accordance with such Design Professionals' recommendations. Owners should recognize that such observation/monitoring requirements may be required by such Owner's Design Professionals as a condition to such Design Professionals' warranty and indemnity obligations to such Owner. Declarant shall not be responsible for an Owner's failure to require its Design Professionals to monitor such Future Work. Owners are strongly advised, prior to retaining any contractor, to have an attorney review any written contract for the proposed services to assure that (a) such Owner's rights are protected, (b) the contractor provides adequate and appropriate warranties and

indemnification for defects in construction of Future Improvements; and (c) such contract is consistent with the requirements of this Article.

(viii) In the event that there is any substantial delay between the date the Architectural Committee approves any proposed Future Work and the commencement of such Future Work, or, irrespective of any such delay, if any physical conditions of the Property or neighboring properties have sufficiently changed between the date the Architectural Committee approves any proposed Future Work and the commencement of such Future Work, the Owner desiring to perform such Future Work is required to have its Design Professionals review, assess, and update their previous analysis, reports and plans to assure that same remain valid and appropriate, and such Owner shall submit same to the Architectural Committee for its review. The Architectural Committee may thereafter disapprove such Future Work based on changes presented by such updated materials.

(ix) In performing any Future Work and/or constructing or installing any Future Improvement each Owner, by commencing such Future Work, agrees to release, indemnify, defend (with counsel reasonably acceptable to the indemnified party), and hold harmless Declarant and the Architectural Committee from and against claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising out of, caused by, or related to such Future Work and/or Future Improvements.

5.5 Non-liability for Approval of Plans. Each Owner shall be solely responsible for any violation of this Declaration, any applicable Architectural Plans, or any applicable instrument, law or regulation, caused by any Future Work or Future Improvement made by such Owner, even though same is approved by the Architectural Committee. Plans and specifications shall be approved by the Architectural Committee as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, this Declaration, easements, deed restrictions and other rights and obligations affecting the Covered Property, and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Members, the Board, nor Declarant, assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. The Architectural Committee shall have the right to require, as a condition of approval, that an Owner provide separate, express release and indemnification from any such liability on terms and conditions satisfactory to the Architectural Committee. Notwithstanding any other provision herein, under no circumstances shall the approval by the Architectural Committee of any modification or improvement on any one occasion, or for the benefit of any particular Owner, constitute or be deemed to constitute approval of any other modification or improvement on any other occasion or for any other Owner.

5.6 Appeal. In the event plans and specifications submitted to the Architectural Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Board. The written request must be received by the Board not more than fifteen (15) days following the final decision of the Architectural Committee. The Board shall submit such request to the Architectural Committee for review, whose written recommendations will be submitted to the Board. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within

said forty-five (45) day period shall be deemed a decision in favor of the appellant; *provided, however*, the submitted plans and specifications shall remain subject to the Architectural Plans.

5.7 Inspection and Recording of Approval. Any member of the Architectural Committee or any Director, officer, employee or agent of the Association may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot after notice to the Owner in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with plans and specifications approved by the Architectural Committee and in accordance with the Architectural Plans. The Architectural Committee shall cause such an inspection to be undertaken within forty-five (45) days of a request therefor from any Owner as to such Owner's Lot, and if such inspection reveals that the improvements located on such Lot have been completed in compliance with this Article, the President and the Secretary of the Association shall provide to such Owner a notice of such approval in recordable form, which, when recorded, shall be conclusive evidence of compliance with the provisions of this Article as to the improvements described in such recorded notice, but as to such improvements only. In the event that the inspection reveals that the improvements or landscaping were not completed in accordance with the approved plans, the Owner shall promptly modify or replace any such improperly constructed or installed improvements or landscaping and thereafter notify the Architectural Committee upon completion of same (which modified improvements or landscaping shall thereafter be subject to inspection in accordance with this Section).

5.8 Consultants to Board and Architectural Committee. Notwithstanding any other provision herein, the Board and the Architectural Committee shall maintain relationships with a panel of geological, geotechnical, architectural, landscaping and legal consultants with whom the Board and Architectural Committee shall consult, as necessary or appropriate, to determine the physical appropriateness of any proposed Future Work, and the likely impacts of such Future Work on other portions of the Development; *provided, however*, the ultimate decision making authority shall lie with the Board and the Architectural Committee as set forth in this Article.

ARTICLE VI **DUTIES AND POWERS OF THE ASSOCIATION**

6.1 General Duties and Powers. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the specific duties and powers specified in this Article.

6.2 General Duties of the Association. The Association through the Board shall have the duty and obligation to:

(a) enforce the provisions of this Declaration, any Supplemental Declaration, the Articles, Bylaws and Association Rules, by appropriate means and carry out the obligations of the Association hereunder;

(b) maintain in good and attractive condition and repair, and otherwise manage the following:

(i) all easements and real property and all facilities, improvements and landscaping thereon in which the Association holds an interest and/or which the Association is specifically designated to maintain (whether pursuant to this Declaration or any other agreement to which the Association is a party or is bound), including, without limitation, the Common Areas, subject to the terms of any instrument transferring such interest to the Association;

(ii) the Lift Station, the Flood Control Facilities and the Grading and Drainage Facilities in accordance with the Water Quality Management Plan;

(iii) the Association Community Walls. In the event the City notifies the Association of any damage to the Association Community Walls, such Association Community Walls shall be repaired within one (1) month of the Association's receipt of such notice;

(iv) the Public Trails. The Public Trails shall not be obstructed or closed (including imposing daily hours of closure), unless a coastal development permit or a coastal development permit amendment is approved by the California Coastal Commission or a successor agency;

(v) all personal property in which the Association holds an interest, subject to the terms of any instrument transferring such interest to the Association; and

(vi) all property, real or personal, which the Association is obligated to repair or maintain pursuant to this Declaration, including, without limitation, the Article of this Declaration entitled "Repair and Maintenance";

(c) pay any real and personal property taxes and other charges assessed to or payable by the Association;

(d) obtain, for the benefit of the Common Areas, water, gas and electric, refuse collections and other services;

(e) make available the books, records and financial statements of the Association for inspection by Owners and First Mortgagees during normal business hours;

(f) comply with provisions of California law relating to the operation of a common interest development, including, without limitation, the Davis-Stirling Common Interest Development Act (California Civil Code Section 1350 *et seq.*), as same may be amended from time to time;

(g) undertake well-informed decisions based on fair and objective information, and engage in actions which achieve objectives without unnecessary controversy and/or disruption to the Development;

(h) avoid litigation and/or adversarial proceedings, and, prior to engaging in any adversarial proceedings in accordance with this Declaration, submitting same to good faith, confidential mediation;

(i) implement and maintain the Solid Waste Management Program;

(j) implement and maintain a program to increase public awareness and appreciation of cultural resources by providing Owners with educational materials relating to resource protection policies and practices;

(k) implement and maintain the Landscape Plans and Guidelines, which plan shall encourage Owners to use water-saving plants and prohibit buried irrigation infrastructure and, in accordance with special condition 12 of the Coastal Commission Conditions of Approval, shall (i) identify the native plants that may be planted, (ii) provide a representative list of the non-native, non-invasive common garden plant species that may be planted and (iii) identify the invasive plant species that are prohibited within the Development;

(l) implement and maintain the Animal Waste Control Program;

(m) comply with the requirements of the Grassland Restoration and Enhancement Program, including, without limitation, any reporting requirements set forth in special condition 11 of the Coastal Commission Conditions of Approval;

(n) comply with the requirements of the Water Quality Management Plan;

(o) comply with all requirements set forth in the Landscape and Management Agreement entered into between the City and Declarant which shall be recorded in the Office of the Santa Barbara County Recorder concurrently herewith; and

(p) maintain the drainage improvements (drainage outlets and rip rap area) owned by the City of Goleta located on Lot 67. If the Association removes or otherwise destroys any landscaping on Lot 67, it shall install replacement landscaping for such removed or destroyed landscaping on a one to one issue.

6.3 General Powers of the Association. The Association through the Board shall have the power but not the obligation to:

(a) employ a manager or other persons and contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall have (i) a term of not more than one (1) year with successive one (1) year renewal periods upon mutual agreement of the parties, and (ii) shall provide for the right to terminate without cause, and without payment of a penalty, upon no more than ninety (90) days notice;

(b) acquire interests in real or personal property for offices or other facilities that may be necessary or convenient for the management of the Covered Property, the administration of the affairs of the Association or for the benefit or enjoyment of the Members;

(c) borrow money in a total amount not to exceed ten percent (10%) of the then existing estimated annual Common Expenses, as may be needed in connection with the discharge by the Association of its powers and duties;

(d) establish in cooperation with the City and/or the County a District for the performance of all or a portion of the maintenance or other functions now within the responsibility of the Association;

(e) convey all or a portion of the Common Areas to a District established pursuant to Subsection (d) above, or to a Government Agency as Dedication Property;

(f) establish and maintain a working capital and contingency fund in an amount to be determined by the Board. Such contribution shall be a Common Expense and shall be used by the Board as it deems fit to carry out the objectives and purposes of the Association; and

(g) negotiate and enter into contracts with Institutional Mortgagees and mortgage insurers and guarantors as may be necessary or desirable to facilitate the availability of loans secured by Mortgages within the Covered Property.

6.4 General Limitations and Restrictions on the Powers of the Board. In addition to the limitations and restrictions enumerated in the Articles and Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Board shall be prohibited from taking any of the following actions without the approval of a majority of the voting power of the Association and a majority of the votes of Members other than the Declarant:

(a) enter into contracts for materials or services for the Common Areas which have a term in excess of one (1) year, with the following exceptions:

(i) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; *provided, however,* that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(ii) prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration, provided that the applicable policy permits short rate cancellation by the insured;

(iii) management contract which provides that the Association may terminate the contract without cause, and without payment of a penalty, upon no more than ninety (90) days notice;

(iv) agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five years duration provided that the supplier or suppliers are not entities in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more; and

(v) agreements for cable television services and equipment or satellite television services and equipment of not to exceed five (5) years duration, provided that the supplier is not an entity in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more.

(b) sell any real or personal property of the Association with an aggregate fair market value in excess of five percent (5%) of said estimated Common Expenses during any accounting year;

(c) pay compensation to Directors or to officers of the Association for services performed in the conduct of the Association's business; *provided, however*, the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying on the business of the Association;

(d) incur aggregate indebtedness in excess of five percent (5%) of the then existing estimated annual Common Expenses;

(e) fill any vacancy on the Board created by the resignation or removal of a member of the Board or any Committee created by this Declaration and/or the Board; and

(f) undertake any litigation and/or adversarial proceedings affecting the Development except as provided herein.

6.5 Association Rules. The Board shall also have the exclusive power to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "**Association Rules**") which may include the establishment of a system of fines and penalties enforceable as Remedial Assessments, all as *provided in the Bylaws*. The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Areas; *provided, however*, that the Association Rules may not discriminate among Owners, and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed or a notice setting forth the adoption, amendment or repeal of specific portions of the Association Rules shall be delivered to each Owner in the same manner established in this Declaration for the delivery of notices. Upon completion of the notice requirements, said Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration and shall be binding on the Owners and their successors in interest whether or not actually received thereby. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and Institutional Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, or the Articles and Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such conflict.

6.6 Use of Parking Areas. The Board shall have the right to limit the number of guests that an Owner or such Owner's tenant may permit to use any open parking on all or any portion of the Common Area, and the Board shall have the right to set further reasonable

restrictions on the time and manner of use of said parking areas, in accordance with the Association Rules, including, without limitation, Association Rules restricting or prohibiting the use of all or designated portions of the Covered Property by minors or guests of an Owner or such Owner's tenants.

6.7 Delegation of Powers. The Association shall have the right, according to law, to delegate to committees, officers, employees or agents any of its duties and powers under this Declaration, the Articles and Bylaws; *provided, however*, no such delegation to a professional management company, the Architectural Committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

6.8 Pledge of Assessment Rights. Subject to applicable law, including, without limitation, Section 1367.1 of the California Civil Code, as same may be amended from time to time, the Association shall have the power to pledge the right to exercise its Assessment powers in connection with obtaining funds to repay a debt of the Association; *provided, however*, any such pledge shall require the prior affirmative vote or written assent of not less than sixty-six and two-thirds percent (66⅔%) of the voting power present in person or by proxy at a duly and validly held meeting of the Members or by written consent as set forth in the Bylaws. Said power shall include, but not be limited to, the ability to make an assignment of Assessments which are then payable to or which will become payable to the Association; which assignment may be then presently effective but shall allow said Assessments to continue to be paid to and used by the Association as set forth in this Declaration, unless and until the Association shall default on the repayment of the debt which is secured by said assignment. The Association may levy Special Assessments against the Members to obtain such funds. Upon the failure of any Member to pay said Special Assessment when due, the Association may exercise all its rights, including, without limitation, the right to foreclose its lien, pursuant to the Article hereof entitled "Nonpayment of Assessments." Without limiting the generality of the foregoing, any pledge of Assessment rights in excess of an amount equal to twenty-five percent (25%) of the total Regular Assessments collected by the Association in the then-preceding accounting year, shall require the prior written approval of seventy-five percent (75%) of the Institutional Mortgagees based on one (1) vote for each First Mortgage held.

6.9 Emergency Powers. The Association or any person authorized by the Association may enter any Lot in the event of any emergency involving illness or potential danger to life or property. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association, at its expense, unless covered by insurance carried by the Owner.

ARTICLE VII **REPAIR AND MAINTENANCE**

7.1 Repair and Maintenance by Association. Except to the extent that an Owner may be obligated to maintain and repair such Owner's Improvements, as hereinafter provided, and without limiting the generality of the statement of duties and powers contained in this Declaration, the Articles, Bylaws or Association Rules, the Association shall have the duty to accomplish the following upon the Covered Property or other land in such manner and at such times as the Board shall prescribe:

(a) maintain, repair, restore, replace and make necessary improvements to the Common Areas;

(b) maintain, repair, restore, replace and make necessary improvements to the Flood Control Facilities, the Grading and Drainage Facilities and the Lift Station in accordance with the Water Quality Management Plan;

(c) maintain, repair, restore, replace and make necessary improvements to any District Areas (or improvements located on such District Areas) to the extent such actions are (1) necessary, and (2) outside the scope of the maintenance obligations of a District (or arise due to such District's failure to perform its obligations);

(d) maintain, repair, restore, replace and make necessary improvements to any private roadways located within the Development;

(e) maintain, repair, restore, replace and make necessary improvements to any Dedication Areas which have not been accepted by the City and/or the County or another applicable Government Agency;

(f) maintain all other areas, facilities, equipment, services or aesthetic components of whatsoever nature as may from time to time be requested by the vote or written consent of a majority of the voting power of the Members;

(g) maintain and repair the Public Trails;

(h) maintain, repair and replace the storm drain surface pollutant interceptors of the Grading and Drainage Facilities in accordance with the Water Quality Management Plan;

(i) maintain the landscaping located on any Common Areas in accordance with the Landscape Plans and Guidelines. The Association shall regularly inspect irrigation pipes located in the Common Areas and shall promptly repair any leaks in such pipes to avoid erosion, weed establishment or other environmental damage;

(j) maintain, repair and replace the mutt-dispensers, trash receptacles and signage (which contains information pertaining to animal waste and surface water pollution prevention) at the access point of the trailhead within the Development in accordance with the Animal Waste Management Program; and

(k) comply with any and all applicable maintenance and repair obligations set forth in the Conditions of Approval.

All maintenance performed by the Association shall be in accordance with the Maintenance Requirements, the Landscape Plans and Guidelines, the Animal Waste Management Program, the Water Quality Management Plan, the Grassland Restoration and Enhancement Program, the terms and conditions of this Declaration and the Conditions of Approval. The costs of any such maintenance and repair pursuant to this Section shall be paid

out of the general funds of the Association, except as otherwise herein specified as payable by the particular Owners.

7.2 Repair and Maintenance by Owner. Except to the extent that the Association, District or Government Agency shall be obligated to maintain and repair as may be provided in this Declaration, every Owner shall be responsible for the following maintenance and repair:

7.2.1 Improvements. Each Owner shall maintain, in good and attractive condition and repair, and consistent with applicable local ordinances, all Improvements located upon or within such Owner's Lot in accordance with the Maintenance Requirements, the Landscape Plans and Guidelines, the terms and conditions of this Declaration and the Conditions of Approval.

7.2.2 Landscaping. Each Owner shall install, and thereafter maintain, in good, attractive, healthy and thriving condition and repair (and free of weeds, trash and/or debris), yard landscaping and drainage and irrigation improvements on such Owner's Lot in accordance with the applicable Architectural Plans, the Landscape Plans and Guidelines, this Declaration, including, without limitation, Section 11.34 below, and any other applicable requirements, including any applicable soils reports. No plant species listed as problematic and/or invasive by the California Native Plant Society, California Exotic Pest Plant Council, or as may be identified from time to time by the State of California shall be utilized anywhere within the Covered Property. Additionally, no plant species listed as a noxious weed by the State of California or the U.S. Federal Government shall be utilized anywhere within the Covered Property. Subject to the Section entitled "Approval and Conformity of Plans" of the Article hereof entitled "Architectural Control," landscaping of the front, side and rear portions of the Lot shall be installed within one hundred eighty (180) days from the date of the conveyance of such Lot from Declarant to the Owner. Thereafter, such landscaping shall be maintained by the Owner in an attractive condition and according to the Landscape Plans and Guidelines, the terms and conditions of this Declaration, the Conditions of Approval and any rules promulgated by the Board. It is critical for each Owner to maintain all landscaping, drainage and irrigation improvements on such Owner's Lot (whether existing at the time such Owner acquired the Lot or installed later) in a proper fashion in order to avoid over-watering. Over-watering is a significant source of excessive moisture transmission through concrete slabs and landscaping and soil damage to both the over-watered property and neighboring properties affected by water runoff and seepage. The Association shall have the right, as part of the Association Rules, to establish watering guidelines which each Owner is required to follow. Each Owner is solely and ultimately responsible for properly watering and maintaining such Owner's landscaping, drainage, and irrigation improvements including frequent inspection of underground irrigation pipes and prompt repair of any leaks. Owners cannot delegate that responsibility to their gardeners or landscapers (although Owners are expected to consult with such people as to appropriate watering levels). Prior to installing any landscaping, drainage or irrigation improvements, Owners are required to consult with a landscape architect and other appropriate Design Professionals and to comply with the requirements set forth in Section 5.4 above with respect to landscaping, drainage and irrigation. While the forgoing is not intended to require Owners to maintain landscaping which is the responsibility of the Association, Owners are nevertheless required to notify the Association in the event that they observe that Association-maintained landscaping is exhibiting signs of over-irrigation or under-irrigation. For example, if

a slope on an Owner's Lot is irrigated by the Association, and that Owner notices that the ground is becoming overly saturated, creating ponding which does not dry up, or exhibiting signs of moss or algae, such Owner is expected, as a Member of the Association, to notify the Association that a potential problem may exist.

7.2.3 Exclusive Use Common Area. The Owners of Lots 20 and 21 shall maintain, in good and attractive condition, any Exclusive Use Common Areas as have been or may be conveyed to such Owners by Declarant in accordance with the Maintenance Requirements, the Landscape Plans and Guidelines, the terms and conditions of this Declaration and the Conditions of Approval.

7.3 Right of Association to Maintain and Install. In the event that any Owner fails to accomplish any maintenance, repair or installation required by this Section or pay such Owner's share of expenses incurred in the accomplishment of the same, the Association or its delegates may, but shall not be obligated to, cause such maintenance, repair and installation to be accomplished or such payment to be made to the appropriate parties (said maintenance, repair, installation or lack of payment shall be referred to in this Article as a "**deficiency**") as hereinafter set forth.

(a) Upon finding by the Board of a deficiency, the Board shall give notice of the deficiency to the violating Owner which shall briefly describe the deficiency and set a date for the cure thereof. If the violating Owner submits a written request to the Board for a hearing within fifteen (15) days after the mailing of such deficiency notice, the Board shall set a date for such hearing before the Board or a committee selected by the Board for such purpose. The Board may delegate its powers under this subsection to a duly appointed committee of the Association.

(b) Such hearing shall be held not less than ten (10) nor more than thirty (30) days from the date of said request for hearing.

(c) Such hearing shall be conducted according to such reasonable rules and procedures as the Board shall adopt which shall provide the Owner with the right to present oral and written evidence and to confront and cross-examine any person offering at such hearing evidence adverse to such Owner. If the Board or any such committee renders a decision against the Owner, it may set another date by which the deficiency is to be corrected by the Owner. A decision of such committee may be appealed to the Board, but a decision of the Board shall be final.

(d) If the deficiency continues to exist after the time limitation set forth in the deficiency notice or, in the event a hearing is held, the date imposed by a final decision of the Board or any such committee, the Board or such committee may cause such maintenance, repair or installation to be accomplished or such payment to be made.

(e) In the event the Board or such committee elects to cause such maintenance, repair or installation to be accomplished, it shall give written notice of such election to the violating Owner and the following shall apply:

(i) the Owner shall have no more than ten (10) days following the receipt thereby of said written notice of election in which to select a day or days upon which such maintenance, repair or installation work shall be accomplished;

(ii) the date which said Owner selects shall be not less than ten (10) days nor more than thirty (30) days following the last day of the ten (10) day period specified in such notice of election;

(iii) if said Owner does not select such day or days within the ten (10) day period specified in such notice of election, the Board or such committee may select a day or days upon which such work may be accomplished which shall be not less than twenty-five (25) nor more than fifty-five (55) days from the last day of the ten (10) day period specified in such notice of election; and

(iv) unless the Owner and the Board otherwise agree, such maintenance or installation shall take place only during daylight hours on any day, Monday through Friday, excluding holidays.

(f) If the Association pays for all or any portion of correcting such deficiency or if an Owner has not paid its share of the maintenance and repair expenses as set forth in Section 7.2 regardless of whether the Association has reimbursed the appropriate parties, Owners, pursuant to this Section, such amount shall be a Reimbursement Assessment against the violating Owner and such Owner's Lot.

7.4 Right of Entry. The Association shall have the right to enter upon any Lot in connection with any exterior maintenance, repair or construction in the exercise of the powers and duties of the Association. Any damage caused by such entry shall be repaired by the Association to the extent that the damage is unreasonable under the circumstances to carry out the Association's rights and obligations.

7.5 Maintenance of Public Utility Facilities. Nothing contained herein shall require or obligate the Association to maintain, replace or restore the facilities of public utilities which are located within easements in the Common Areas owned by such public utilities. However, the Association shall take such steps as are necessary or convenient to ensure that such facilities are properly maintained, replaced or restored by such public utilities.

7.6 Assumption of Maintenance Obligations. Declarant, Declarant's assigns, its subcontractors and the agents and employees of the same shall have the right to enter upon the Common Areas to complete the construction of any landscaping or other Improvement to be installed on the Common Areas as provided in this Declaration. If any excess of Assessments collected over actual Common Expenses incurred by the Association is caused by reason of construction or maintenance pursuant to this Section, or otherwise, such excess shall be placed in reserve to offset the future expenses of the Association in any manner designated by the Board.

7.7 Post Tension Slabs. Concrete slabs for dwellings constructed in the Covered Property may be reinforced with a grid of steel cables installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post Tension Slab." Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing,

etc.) is very hazardous and may result in serious damage to the dwelling and/or personal injury. Each Owner, by acceptance of a deed to a Lot, shall be deemed to covenant and agree to verify with Declarant whether that dwelling was constructed on a Post Tension Slab. If an Owner's dwelling was constructed on a Post Tension Slab, such Owner shall be deemed to further covenant and agree that such Owner: (1) shall not cut into or otherwise tamper with the Post Tension Slab; (2) shall not knowingly permit or allow any other person to cut into or tamper with the Post Tension Slab; (3) shall disclose the existence of the Post Tension Slab to any person who rents, leases or purchases the dwelling; and (4) shall indemnify and hold Declarant and its partners, members, directors, officers, employees, contractors, consultants and agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees) arising from any breach of this covenant.

ARTICLE VIII INSURANCE

8.1 Types. The Association, to the extent available, shall obtain and continue in effect in its own name the following types of insurance with such deductible provisions as may be appropriate so long as such amounts or type of insurance coverage are not, in the good faith judgment of the Board, prohibitively expensive or no longer necessary or appropriate for the protection of the Covered Property, the Association and the Members:

(a) a policy of commercial general liability insurance covering the Common Areas with a limit of not less than Two Million Dollars (\$2,000,000) for claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile and liability for property of others, and such other risks as shall customarily be covered with respect to similar planned developments in the area of the Covered Property, and shall contain a "severability of interest" endorsement or the equivalent which shall preclude the insurer from denying the claim of an Owner because of negligent acts or omissions of the Association or other Owners;

(b) a policy of fire and casualty insurance (all-risk) with extended coverage for the full replacement value of the Common Areas (including all building service equipment and the like), without deduction for depreciation, with an "agreed amount endorsement" or its equivalent and clauses waiving subrogation against Members and the Association and persons upon the Covered Property with the permission of a Member, such insurance to afford protection against at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as shall customarily be covered with respect to similar planned unit developments in the area of the Covered Property;

(c) fidelity coverage against dishonest acts on the part of directors, officers, employees or volunteers who handle or who are responsible to handle the funds of the Association, and such fidelity bonds shall name the Association as obligee, shall be written in an amount equal to twenty-five percent (25%) of the estimated annual operating expenses of the Association, including reserves, and shall contain waivers of any defense based on the exclusion

of persons who serve without compensation or from any definition of "employee" or similar expression; and

(d) directors and officers liability coverage with a limit not less than One Million Dollars (\$1,000,000), for individual liability of officers and directors of the Association for negligent acts or omissions in that capacity.

8.2 Waiver by Members. All insurance obtained by the Association shall be maintained by the Association for the benefit of the Association, the Owners and the Mortgagees as their interests may appear. As to each of said policies which will not be voided or impaired thereby, the Owners hereby waive and release all claims against the Association, the Board, other Owners, Declarant, and the agents and employees of each of the foregoing, with respect to any loss whether or not covered by such insurance, provided that this waiver shall not apply to any willful or criminal acts by the Association, the Board or Declarant, regardless of the amount of insurance proceeds received in compensation for such loss only.

8.3 Other Insurance. The Board may and, if required by any Institutional Mortgagee, shall purchase and maintain in force demolition insurance in adequate amounts to cover demolition in the event of total or partial destruction and a decision not to rebuild, as well as a blanket policy of flood insurance. The Board shall also purchase and maintain workmen's compensation insurance, to the extent that the same shall be required by law, for all employees of the Association. The Board shall also purchase and maintain in effect such insurance on personal property owned by the Association, and such other insurance, as it deems necessary or as is required by an Institutional Mortgagee including, without limitation, earthquake insurance, plate-glass insurance, and errors and omissions insurance.

8.4 Premiums, Proceeds and Settlement. Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. Casualty insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in the Article hereof entitled "Destruction of Improvements." The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two (2) directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on the Members.

8.5 Annual Insurance Review. The Board shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage for the Covered Property in light of increased construction costs, inflation, practice in the area in which the Covered Property is located, or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Owners and of the Association, or otherwise required to comply with then applicable laws, rules, or regulations. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

8.6 Abandonment of Replacement Cost Insurance. Unless at least seventy-five percent (75%) of the Institutional Mortgagees based on one (1) vote for each First Mortgage held have given their prior written approval, the Association shall not be entitled to fail to maintain the extended coverage fire and casualty insurance required by this Article on less than a one hundred percent (100%) current replacement cost basis.

8.7 Notice of Expiration Requirements. If available, each of the policies of insurance maintained by the Association shall contain a provision that said policy shall not be canceled, terminated, materially modified or allowed to expire by its terms, without at least thirty (30) days prior written notice to the Board and Declarant, and to each owner and mortgagee, insurer and guarantor of a First Mortgage who has filed a written request with the carrier for such notice and every other person in interest who requests such notice of the insurer. In addition, fidelity bonds shall provide that they may not be canceled or substantially modified without ten (10) days prior written notice to the Association and to each FNMA servicer who has filed a written request with the carrier for such notice.

8.8 Federal Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development projects established by any of the Federal Agencies, so long as any Federal Agency is a Mortgagee, Owner, or insures or guarantees a Mortgage within the Covered Property, except to the extent such coverage is not available or has been waived in writing by the foregoing entities.

ARTICLE IX **DESTRUCTION OF IMPROVEMENTS**

9.1 Duty of Association. In the event of partial or total destruction of Improvements upon the Common Areas, it shall be the duty of the Association to restore and repair same as promptly as practical pursuant to this Article. The proceeds of any casualty insurance maintained pursuant to this Declaration shall be used for such purpose, subject to the prior rights of Mortgagees whose interest may be protected by said policies.

9.2 Automatic Reconstruction. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be at least eighty-five percent (85%) of the estimated cost of restoration and repair, a Reconstruction Assessment (to the extent that then-existing reserves are insufficient to make up the uninsured portion of the loss), with each Owner contributing a like sum, may be levied by the Association to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose, and the Board shall cause the damaged or destroyed Common Areas to be restored as closely as practical to its condition prior to the destruction or damage.

9.3 Vote of Members. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five percent (85%) of the estimated cost of restoration and repair, the Improvements shall be replaced or restored unless twenty-five percent (25%) of the voting power of the Association objects in writing to such replacement or restoration or votes against the same at a meeting duly called

therefor. Such written objections or vote must include at least twenty-five percent (25%) of the Class A Members. If the Members do not disapprove such replacement or restoration, the Board shall levy a Reconstruction Assessment, with each Owner contributing a like sum, in order to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose, and the Board shall cause the damaged or destroyed Common Areas to be restored as closely as practical to its former condition prior to the destruction or damage. In the event of a determination, as provided above, not to replace or restore the Improvements on the Common Areas, the Common Areas shall be cleared and landscaped for community park use and the costs thereof shall be paid for with the insurance proceeds, and any deficiency may be raised by Reconstruction Assessments in an amount determined by the Board.

9.4 Excess Insurance Proceeds. In the event any excess insurance proceeds remain, after any reconstruction by the Association pursuant to this Article, the Board, in its sole discretion, shall either (i) replenish any reserves from which reconstruction funds were obtained, or (ii) distribute such sums pro-rata equally to the Owners subject to the prior rights of Mortgagees whose interest may be protected by insurance policies carried by the Association. In the absence of such prior rights, the rights of an Owner and the Mortgagee of his Lot as to such pro-rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot.

9.5 Use of Reconstruction Assessments. All amounts collected as Reconstruction Assessments shall only be used for the purposes set forth in this Article and shall be deposited by the Board in a separate bank account to be held in trust for such purposes. Such funds shall not be commingled with any other funds of the Association and shall be deemed a contribution to the capital account of the Association by the Members. Any excess amounts which are so collected shall be treated in the same manner as set forth in Section 9.4 above.

ARTICLE X **EMINENT DOMAIN**

10.1 Definition of Taking. The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation of all or any portion of the Common Areas.

10.2 Representation by Board in Condemnation Proceedings. In the event of a threatened taking of all or any portion of the Common Areas, the Members hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action.

10.3 Inverse Condemnation. The Board is authorized to bring an action in inverse condemnation. In such event, the provisions of this Article shall apply with equal force.

10.4 Award for Common Areas. Any awards received on account of the taking of Common Areas shall be paid to the Association. The Board may in its sole discretion retain any award in the general funds of the Association or distribute pro-rata all or a portion thereof to the

Members. The rights of an Owner and the Mortgagee of his Lot as to any pro-rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot.

ARTICLE XI
USE RESTRICTIONS

The following use restrictions shall apply to the Covered Property:

11.1 Commercial Use. Except as permitted by the Section entitled "Construction and Sales" of the Article hereof entitled "Easements," no portion of the Covered Property shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending, or any other non-residential purposes; *provided, however,* (a) Declarant may use a portion of the Covered Property for model home sites and display and sales offices, (b) Declarant may use a portion of the Covered Property owned by Declarant for resale offices, and (c) the Association shall have the right to provide or authorize such services on the Common Areas as it deems appropriate for the enjoyment of the Common Areas or for the benefit of the Members. Without Declarant's prior written consent in Declarant's sole discretion, no Person other than Declarant shall have the right to maintain a resales office within the Covered Property. The provisions of this Section shall not preclude professional or administrative occupations without external evidence thereof, for so long as such occupations (x) are conducted in conformance with all applicable governmental ordinances, (y) are merely incidental to the use of the Lot for residential purposes, and (z) the patrons or clientele of such professional or administrative occupation do not regularly visit the Lot or regularly park automobiles or other vehicles within the Covered Property.

11.2 Signs. Subject to the provisions of California Civil Code Sections 712, 713 and 1353.6, no sign, poster, billboard, or advertising device of any kind shall be displayed to the public view on any portion of the Covered Property except such signs as may be used by Declarant and/or its sales agents in connection with the development of the Covered Property or the sale of Lots; *provided, however,* a Member, or his agent may display on his Lot or a portion of the Common Area as approved by the Board, a sign advertising the sale of such Lot by such Member, so long as such sign shall comply with any customary and reasonable standards promulgated by the Board as to the size, color, shape, location or other qualification for permitted signs and shall otherwise comply with any applicable ordinance of any governmental or quasi-governmental agency or authority having jurisdiction over the Covered Property. Notwithstanding the restrictions set forth in this Section, Owners may install a maximum of three (3) signs which disclose that the Lot is protected by a security system. Such security signs may be placed on or around the Lot; *provided, however,* such signs shall not exceed customary dimensions.

11.3 Nuisance. No noxious, hazardous or offensive trade or activity shall be carried on upon any Lot, or any part of the Covered Property nor shall anything be done thereon which may be, or may become, an annoyance, nuisance or danger to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Lot, or which shall in any way increase the rate of insurance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices

(other than security devices used exclusively for security purposes), live bands, noisy or smoky vehicles, large or noisy power equipment or tools, off-road motor vehicles or other items which may unreasonably disturb other Owners, or their tenants or guests, shall be located, used or placed on any portion of the Covered Property without the prior written approval of the Board. Except for special use vehicles operating in areas designated for their use, no vehicles may be operated upon any portion of the Covered Property not improved as a street without the prior written approval of the Board, which approval may be granted or withheld in the Board's sole discretion. Alarm devices used exclusively to protect the security of a Lot or Common Area, and its contents, shall be permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently-occurring false alarms. Any use of the Covered Property by any Owner (a) in violation of the terms of this Declaration, or (b) in violation of any applicable law or ordinance, shall be deemed a nuisance.

11.4 Tents, Sheds, or Similar Structures. Except for temporary uses related to a special event approved by the Board, no structure of a temporary character, trailer, basement, tent, shack, barn, storage building or shed or other outbuilding shall hereafter be used on any Lot at any time, either temporarily or permanently, without the prior written approval of the Architectural Committee and/or the Board, which approval may be granted or withheld in the sole and absolute discretion of the Architectural Committee and/or the Board, as applicable.

11.5 Vehicles; Parking.

(a) Only "conventional passenger vehicles" are permitted to park on the Covered Property. Except as provided in this Section, no commercial or recreational vehicles or equipment shall be permitted to remain upon the Covered Property, including, without limitation, streets, alleys, driveways, or side and rear yards, unless parked in a private garage on a Lot. Notwithstanding the foregoing, recreational vehicles and equipment owned or rented by a Member may be parked in front of said Member's Lot (and not in front of any other Lot) for a maximum of four (4) hours in any forty-eight (48) hour period for the sole purpose of loading and/or unloading such recreational vehicle or equipment immediately prior to or after the use of such recreational vehicle or equipment for recreational purposes. Garages shall not be used for any living, recreational, business or other purpose, including, without limitation, storage (other than incidental storage) which will prevent the parking of at least two-thirds (2/3) of the number of vehicles within such garage for which the garage was constructed). There shall be no parking in the driveways if the Owner's garage is not being utilized to the maximum designed capacity for the parking of authorized vehicles, or if to do so obstructs free traffic flow, constitutes a nuisance, violates the Association Rules, or otherwise creates a safety hazard.

(b) Conventional passenger vehicles owned or rented by an Owner, or by a guest of an Owner, may not be parked in front of any Lot (other than such Owner's Lot), except for "temporary parking."

(c) No conventional passenger vehicle, recreational vehicle or equipment or commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, abandoned, stored, disabled, serviced or repainted on a Lot unless performed within a completely enclosed private garage; *provided, however*, such activity within an enclosed garage may not be undertaken as a business, and provided further that such activity may be prohibited

entirely if it is determined by the Board to be a nuisance. In any event, no oil, fuel, lubricant, or other automotive liquid, shall be dumped or spilled on the Covered Property, or disposed of or stored in any way which would permit same to enter any drainage device serving the Covered Property, or leak into the ground of the Covered Property. For purposes of this Section, and without limiting the generality of the foregoing, a vehicle shall be deemed to be in storage if such vehicle is placed on a Lot for the primary purpose of storing such vehicle even if such vehicle is used occasionally. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to washing and polishing of vehicles.

(d) No Person shall be permitted to ride any motorized bicycle, motorcycle, all-terrain vehicle or any other similar recreational vehicle within any dedicated open space areas in the Covered Property.

(e) As used in this Section, "conventional passenger vehicles" shall be defined to be station wagons, family sedans, coupes, sports cars, convertibles, compacts, subcompacts, sport-utility vehicles, pick-up trucks, pick-up trucks with shell not extending above the cab level beyond one (1) foot, passenger minivans, passenger vans and passenger vans with extended tops not extending above the top more than six (6) inches.

(f) As used in this Section, "recreational vehicles or equipment" shall include, without limitation, trailers, boats, campers, trailer coaches, buses, house cars, camp cars, motor homes (if a size larger than seven feet (7') in height and/or greater than one hundred twenty-four inches (124") in wheel base length), or any other similar type of equipment or vehicle.

(g) As used in this Section, "commercial vehicle" shall be defined as a truck of greater than one (1) ton capacity and/or any vehicle with a sign displayed on any part thereof advertising any kind of business or on which racks (other than ski or bicycle racks), materials, and/or tools are visible, or with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof, including, without limitation, any dump truck, cement mixer truck, oil or gas truck or delivery truck. The type of motor vehicle license plate shall not be material to the foregoing definition.

(h) As used in this Section, "temporary parking" shall mean (i) parking of vehicles belonging to guests of Owners and commercial vehicles being used in the furnishing of services to the Association or the Owners, (ii) parking of vehicles belonging to or being used by Owners for loading and unloading purposes, and (iii) parking of vehicles in relation to a party or other one-day social function relating to an Owner.

(i) The Board may adopt rules for the regulation of the admission and parking of vehicles within the Covered Property, including the assessment of charges to Owners who violate or whose invitees violate, such rules. Any charges so assessed shall be Remedial Assessments.

(j) Any fence, screen or structure required under this Section shall comply with any standards established pursuant to the Article entitled "Architectural Control" of

this Declaration as to size, color, or other qualification for permitted fences, screens or other structures.

(k) No garage doors shall be permitted to remain open except for temporary purposes (including, as reasonably required for ingress to and egress from the interiors of the garages). The Board may adopt additional or clarifying Association Rules for the regulation of the opening of garage doors, including the assessment of charges to Owners who violate or whose invitees violate such rules. Any charges so assessed shall be Remedial Assessments.

11.6 Animals. A reasonable number of household pets (which for purposes hereof shall include only dogs, cats, small caged birds, hamsters, guinea pigs and rabbits) are permitted within the Covered Property, *provided* that the Owners of such pets comply with all applicable statutes and ordinances with respect thereto, and *provided further* that no such animals are kept, bred, or maintained for commercial purposes. No other animals, livestock or poultry of any kind, shall be raised, bred or kept upon the Covered Property for any reason whatsoever. Notwithstanding the foregoing, no animals or fowl may be kept on the Lots which in the good faith judgment of the Board or a committee selected by the Board for this purpose, result in a safety concern to any Owner or guests within the Covered Property, or is an annoyance or are obnoxious to residents in the vicinity. Each and every owner of any pet shall (i) immediately clean, remove and dispose all animal waste materials, (ii) dispose of same on their own Lot, (iii) comply with any signs located within the Development pertaining to animal waste and surface water pollution; and (iv) comply with the Animal Waste Management Program. Each owner of an animal acknowledges and understands that, given the location and natural habitat of the Development and the surrounding areas, stray domestic dogs, domestic and feral cats and other animals have a significant adverse impact on wildlife populations. Accordingly, all dogs permitted to be kept pursuant to this Section shall be kept on a leash when on any portion of the Covered Property except within a Lot. The owners of cats permitted to be kept pursuant to this Section must attempt to keep cats indoors at dawn and dusk when birds are most active and vulnerable.

11.7 Oil and Mineral Rights. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Covered Property nor, subsequent to the recording of this Declaration, shall oil or water wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of the Covered Property or with respect to water wells, within fifty (50) feet below the surface of the Covered Property and with respect to all other matters, within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Covered Property.

11.8 Unightly Items. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, trash cans, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless obscured from view of adjoining streets or portions of the Covered Property from a height of six (6) feet or less. Any fence or screen required by this Section shall comply with any standards established pursuant to the Article

entitled "Architectural Control" of this Declaration as to size, color or other qualification for permitted fences or screens.

11.9 Antennae and Other Roof Structures. Subject to the provisions of California Civil Code Section 1376, no television, radio, or other electronic towers, aerials, antennae, exterior lines, or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on the Covered Property unless and until the same shall have been approved in writing by the Architectural Committee (or its designated agent for such purposes), or unless the same be contained within a building or underground conduits. No appliances or installations on exterior roofs of structures shall be permitted unless they are installed in such a manner that they are not visible from streets, except that attic ventilators and solar panels which are architecturally treated in conformity with the Architectural Plans and which have been approved by the Architectural Committee pursuant to the provisions of the Article hereof entitled "Architectural Committee" shall be permitted.

11.10 Exterior Installations. No exterior air conditioning or heating unit (including any solar heating or other energy saving device or system which was not part of the original construction of the Lots), shall be erected or maintained on any Lot unless it is (a) completely screened from view from any public or private street and (b) approved in writing by the Architectural Committee. No flag pole shall be erected or maintained on any Lot unless it is approved in writing by the Architectural Committee.

11.11 Entrance Gates. Except for those entrance gates constructed by Declarant, no entrance gate on any Lot or Common Area which is designed to limit entry into a Lot shall be erected, altered or maintained unless first approved by the Architectural Committee.

11.12 Handicapped Rights. Subject to the review rights of the Architectural Committee and applicable law, each Owner shall have the right to modify such Owner's Lot, and/or such Owner's residence constructed thereon, and the route over such Lot (as applicable and necessary) leading to the entrance of such Owner's residence, at such Owner's sole cost and expense, in order to facilitate access by Persons who are blind, visually handicapped, deaf, physically disabled, or suffering from a prolonged illness or similar health condition, or to alter conditions which could be hazardous to such Persons.

11.13 Drainage. An Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created at the time of the initial sale of his Lot by Declarant to a Retail Purchaser; *provided, however, there shall be no interference with the rain gutters, downspouts, or drainage or storm drain systems originally installed by Declarant, or any other interference with the established drainage pattern over any Lot or Common Area within the Covered Property, unless an adequate alternative provision, previously approved in writing by (i) a California licensed civil engineer, and (ii) the Board or the Architectural Committee, is made for proper drainage.* For purposes hereof, "established" drainage is defined as the drainage pattern and drainage improvements which exist at the time the Lot or Common Area, as the case may be, is conveyed to an Owner, the Association or by Declarant, or later grading or drainage improvement changes which are shown on plans approved by the Architectural Committee or the Board. Notwithstanding any approval by the Architectural Committee or the Board, there shall

be no violation of the drainage requirements of the City, the County, the State, or any other governmental or quasi-governmental agency or authority.

11.14 Sewage and Water Systems. No individual water supply system, water softener or other water treatment system or sewage disposal system shall be permitted within the Covered Property unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Water Quality Management Plan, the Association and the applicable water or sewer district and any applicable governmental health authority having jurisdiction, and is approved by the Architectural Committee.

11.15 Subdivision. Except as expressly authorized in a Supplemental Declaration, no Lot in the Covered Property may be further subdivided (including division into time-share estates or time-share uses) without the prior written approval of the Board and the City; *provided, however*, nothing in this Section shall be deemed to prevent an Owner from, or require the approval of the Board for: (a) selling a Lot; (b) transferring or selling any Lot to two (2) or more Persons to be held by such Persons as tenants in common, joint tenants, tenants by the entirety or as community property; or (c) the leasing or renting by any Owner of all of such Owner's Lot, provided that any such lease or rental shall be subject to the terms of this Declaration.

11.16 Trash Storage. All trash storage and removal shall be in accordance with the Solid Waste Management Plan. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the Covered Property, except in sanitary containers located in appropriate areas screened from view, and no odor shall be permitted to arise therefrom so as to render the Covered Property or any portion thereof unsanitary, unsightly, or offensive from any public or private street or from any other Lot in the vicinity thereof or to its occupants. Trash containers shall be exposed to view only when set out for a reasonable period (not to exceed twenty-four (24) hours) before and after scheduled trash collection hours.

11.17 Fireworks; Firearms. No fireworks shall be kept, stored or discharged anywhere within the Covered Property. No skeet shooting, target shooting or any other discharge of firearms shall be permitted within the Covered Property, except as may be permitted by the Board, and only in accordance with all applicable laws, regulations or ordinances of the City, the County or the State of California regulating firearms. No hunting shall be permitted within the Covered Property.

11.18 Window Covers. Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil, newspaper or other material not designed for use as a window cover.

11.19 Backboards; Other Athletic Uses. Unless otherwise approved by the Architectural Committee, free-standing or secured basketball apparatus and/or backboards may only be stored or installed in the backyard area of a residence, and only if completely out of sight from neighboring Lots, streets, Common Areas, District Areas, and Dedication Areas. Basketball apparatus and/or backboards may not be stored or installed anywhere else within the Covered Property, except within Common Area recreational facilities specifically designed for such purpose. No other outdoor athletic facilities, including, without limitation, tennis or paddle

tennis courts, and/or skate board ramps shall be operated in such a manner as to unreasonably interfere with any neighboring Lot Owner's enjoyment of his Lot, including the use of lighting therefor. Use of athletic facilities on any Lot shall be limited solely to the recreational use by the Owner and such Owner's family and guests.

11.20 Maintenance by Owner. The Owner of each Lot shall maintain such Owner's Lot including the Improvements which are a part thereof in a clean and attractive condition. Without limiting the generality of the foregoing, the Owner of each Lot shall: (a) keep such Owner's Lot free from rubbish, litter and noxious weeds, (b) maintain, cultivate and keep in good condition and repair, shrubs, trees including, without limitation, grass, lawns, plantings and other landscaping located or from time to time placed upon such Owner's Lot including those in areas between the adjacent sidewalk and the street curbs, if any, (c) trim and restrain all trees, shrubs or plantings of any kind so that they shall not be allowed to overhang or otherwise encroach upon, above or below any sidewalk, street or neighboring residence, (d) maintain in good condition and repair and adequately painted or otherwise finished all Improvements which are from time to time a part of such Owner's Lot, and (e) maintain all paved surfaces and keep them clean, reasonably dry and free of oil and other extraneous matter.

11.21 View Obstruction. It is acknowledged and understood that views will be affected by on-going development activities in the Development, and nothing herein is intended or shall be applied to affect such development activities. However, it is recognized that it is within the jurisdiction of the Architectural Committee to take views into account in its review and approval of any Future Work, including, without limitation, proposed improvements, structures, landscaping or vegetation, including, without limitation, fences, walls, trees, and shrubs. As such, no Owner shall construct, install, or alter any improvement, structure or vegetation in any manner which is determined by the Architectural Committee to unreasonably interfere with the view from a particular Lot of the immediate vicinity or any Lot's access to direct and natural sunlight. Furthermore, Declarant reserves the right, without obligation (and without the approval of any Owner, the Board, or the Architectural Committee), to include in any Supplemental Declaration additional building restrictions applicable to specific Lots, including, without limitation, special height or similar restrictions to create certain view corridors. In connection with the approval of hedges, shrubs and/or trees, the Architectural Committee is expressly authorized to grant approval conditioned on the agreement of the Owner of the Lot upon which the tree is planted (said agreement to be for the benefit of the Association and the Lot with the affected view), to trim, top or prune the hedge, shrub or tree in such manner so that it shall not exceed at any time a stated height deemed acceptable by the Architectural Committee. Notwithstanding the foregoing, Owners acknowledge that nothing in this Section guarantees that any Owner's view will remain unobstructed or unchanged and that any Owner's view is subject to obstruction or change due to future developments. Furthermore, any Architectural Committee approval shall not be construed to be an approval of any violation of the restrictions imposed by this Declaration or other codes and regulations. Each Owner shall indemnify, defend (with counsel reasonably acceptable to the Architectural Committee), and hold harmless the Architectural Committee against any claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising out of any improvements approved by the Architectural Committee under this Section or otherwise.

11.22 Limited Use Areas. Owners of Lots which contain an exclusive easement in favor of the Association for maintenance and repair are prohibited from constructing any Improvement, including, without limitation, balconies, decks and landscaping over or on such easement areas (the "**Limited Use Areas**"), or in any way interfering with or hindering the maintenance and repair obligations of the Association with respect to the Limited Use Areas. No Owner shall have the right to enter upon any Limited Use Area if to do so would materially increase the liability of the Association or any other Person with respect thereto.

11.23 Aircraft. No aircraft, including helicopters, shall be permitted anywhere in the Covered Property.

11.24 Mechanical Equipment; Utilities; Storage. All mechanical equipment, utility and storage areas or structures on any Lot or Common Area must be (i) completely concealed from the view of the Covered Property's public and private streets and any other Lots, Common Areas, District Areas and Dedication Areas, and (ii) constructed of such design, materials, configuration and in such location as to be compatible with the Improvements on such Lot or Common Area, as well as all other architectural requirements of this Declaration, and of the Architectural Committee.

11.25 Mailboxes. No mailbox or other receptacle for delivery of mail or newspapers to any Lot or Common Area shall be erected, painted, altered or maintained on any Lot or Common Area unless such mailbox or receptacle is approved by the Architectural Committee.

11.26 Night Lighting. All exterior lighting in the Development shall comply with the requirements and restrictions set forth in special condition 17 of the Coastal Commission Conditions of Approval, attached hereto as Exhibit "I-1." All exterior lighting shall also comply with Condition No. 35 of the City Conditions of Approval which states in pertinent part that night lighting within and around the perimeter of the Development shall be the minimum wattage necessary for safety and shall be shielded and directed downward to minimize light pollution to adjacent open space. No amendments or revisions shall be made to the lighting requirements set forth in the Conditions of Approval unless approved by the appropriate City agency and a coastal development permit or an amendment thereto is approved by the California Coastal Commission or a successor agency. All exterior lighting on any Lot shall require the prior written approval of the Architectural Committee; *provided, however*, in no event shall any lighting violate any applicable law or policy, including, without limitation, any applicable "black sky" ordinance.

11.27 Structures and Improvements; Design Approval. Any excavation, construction, painting, alteration or erection of any Improvement on any Lot or Common Area shall comply with the Conditions of Approval and the provisions of this Declaration (including, without limitation, the provisions of Article V herein (Architectural Control). Exterior structural appearance shall comply with the requirements and restrictions set forth in special condition 19 of the Coastal Commission Conditions of Approval, attached hereto as Exhibit "I-1." All walls and building exteriors shall be limited to colors compatible with the surrounding environment (earth tones) including shades of green, brown and gray with no white or light shades and no bright tones. All windows shall be comprised of non-glare glass. The color shall be maintained throughout the life of the structure. There shall be no violation of the setback, sideyard or other requirements of the City and/or the County or any other local governmental authority,

notwithstanding any approval of the Architectural Committee. Unless approved by the Architectural Committee, under no circumstances, shall any Lot be modified to change the existing location of any driveway, or to create any additional driveway, alley, or access road between any Lot and any private or public street, and in no event shall any Person obtain vehicular access to any Lot except over existing or approved driveways abutting public and/or private streets.

11.28 Walls and Fences. All perimeter walls and fences in the Development shall at all times comply with the requirements and restrictions set forth in special condition 18 of the Coastal Commission Conditions of Approval, attached hereto as Exhibit "I-1." No fence, wall, hedge or other dividing device may be installed, maintained and erected within the Restricted Fencing Areas in excess of the applicable height restrictions set forth in Exhibit "M" attached hereto or in excess of six (6) feet from the grade of the rear yard. Any proposed changes to existing fences or walls shall be reported to the Coastal Commission per Condition 18, and reported to the City of Goleta. Any proposed changes to existing fences, walls or other dividing device may require a permit. No fence, wall, hedge or other dividing device shall be erected, painted, altered or maintained on any Lot or Common Area which borders or is visible from any public or private street, any other portion of the Covered Property, unless such fence or wall is first approved by the Architectural Committee.

11.29 Compliance With Laws. Nothing shall be done or kept in, on or about the Covered Property, or any Lot or Improvement thereon, except in compliance with all applicable laws, regulations and ordinances of any governmental authority or agency having jurisdiction over the Covered Property, including, without limitation, the Conditions of Approval.

11.30 Single Story Homes; Height Restrictions. Pursuant to the Conditions of Approval, only single story homes may be constructed on the Single Story Lots. Unless otherwise permitted by the California Coastal Commission or a successor agency, single story homes in the Development shall have a maximum height of nineteen and one-half feet (19½') and two-story homes in the Development shall have a maximum height of twenty-five feet (25') as required by special condition 20 of the Coastal Commission Conditions of Approval, attached hereto as Exhibit "I-1."

11.31 Accessory Structures and Second Residential Units. Pursuant to the Conditions of Approval, no detached accessory structures (e.g., detached garages or detached guest houses) or second residential units may be constructed on any Lot within the Development.

11.32 Fireplaces. To reduce the emissions of ROG, NO_x and PM₁₀, only natural gas-burning fireplaces shall be permitted within the Development. No indoor or outdoor wood burning fireplaces, stoves or firepits are allowed within the Development.

11.33 Public Trails. Except as otherwise permitted in the Conditions of Approval, there shall be no development, including signage, which prohibits or otherwise restricts access to the Public Trails.

11.34 Landscaping. Pursuant to the Conditions of Approval and the Landscape Plans and Guidelines, each Owner of a residential Lot is prohibited from altering the approved

landscaping on the portion of such residential Lot located within approximately ten (10) feet from a private street within the Development, as set forth in the Landscape Plans and Guidelines, without the prior approval of the City. All landscaping for residential Lots shall comply with the approved Landscaping Plans and Guidelines pursuant to special condition 12 of the Coastal Commission Conditions of Approval, attached hereto as Exhibit "I-1." All such landscaping shall be installed by the Owner, consistent with the Landscape Plans and Guidelines, within one-hundred and eighty (180) days of initial occupancy of such residential Lot.

11.35 Exceptions. The restrictions set forth in Article V and in this Article XI shall not and do not apply to any of the following:

(a) any part of the Covered Property which is owned by any public body, including, but not limited to, a school district;

(b) any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any Governmental Agency, or the agents or employees of any Governmental Agency acting in the scope of their authority as such agents or employees;

(c) any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any utility company (including, but not limited to, companies furnishing electric, gas, water, telephone, cable television and/or sewer service to all or parts of the Covered Property), or the agents or employees of any such company, which act could be done by such company were this Declaration not made;

(d) any act done or proposed to be done upon the Covered Property, or any condition created thereon, by Declarant, in connection with the marketing and sales by Declarant of the Lots, or in the course of planning for, preparing the Covered Property for and/or construction upon the Covered Property or any Lot of streets, utilities, recreational and residential buildings, and all other original Improvements, or in connection with the exercise of any easement and/or other right reserved to Declarant in the Article entitled "Easements" of this Declaration or in any conveyance document; or

(e) any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any person pursuant to court order, or the order of any public officer or public agency; *provided, however,* that the orders contemplated in this subparagraph are only those which are the result of action initiated by public officers or agencies and which embody mandatory requirements with penalties for non-performance, and are not those orders which result from the application of private parties or are merely permissive.

ARTICLE XII
RIGHTS OF ENJOYMENT

12.1 Members' Right of Enjoyment. Every Member shall have a nonexclusive easement for use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the interest of every Lot, subject to all of the easements, covenants, conditions, restrictions and other provisions of record or contained in this Declaration, including, without limitation, the following provisions:

(a) the right of the Association to limit the number of guests of Members and to limit the use of the Common Areas by persons not in possession of a Lot, but owning a portion of the interest in a Lot required for Membership;

(b) the right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas;

(c) the right of the Association to borrow money for the purpose of improving, replacing, restoring or expanding the Common Areas or adding new Common Areas and in aid thereof, to mortgage said property, provided that the prior affirmative vote or written approval of a majority of each of the Class A and the Class B Members has been obtained to mortgage said property, and provided further that the rights of the lender thereunder shall be subordinated to the rights of the Members. In the event of a default upon any such mortgage of the Common Areas, the lender's rights thereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of the Common Areas to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;

(d) the rights of the Association to suspend the right of a Member to use the Common Areas or any portion thereof designated by the Board during any time in which any Assessment against such Member's Lot remains unpaid and delinquent for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association; *provided*, that any suspension of such right to use such Common Areas, except for failure to pay Assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws. Notwithstanding the foregoing, the Association shall not have the right hereunder to suspend any Member's right to use any portion of the Covered Property necessary for such Member to gain access to such Member's Lot;

(e) the right of the Association subject to the approval rights of Institutional Mortgagees pursuant to the Article hereof entitled "Rights of Lenders," to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility or other entity. No such dedication or transfer, including, without limitation, the conveyance, lease or other transfer of any portion of the Common Areas to a special tax assessment district or to the City and/or the County, shall be effective unless an instrument signed by Members entitled to cast two-thirds ($\frac{2}{3}$) of the voting power of the Membership has been recorded, agreeing to such dedication or transfer. The certificate of the President and the Secretary of the Association attached to such instrument certifying that the Members signing such instrument represent two-thirds ($\frac{2}{3}$) of the voting power of the Association shall be deemed conclusive proof thereof;

(f) the right of the Association to establish, in cooperation with the City and/or the County (or other appropriate governmental authority), a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease

or otherwise transfer, subject to the provisions of this Section, all or any portion of the Common Areas to said District; and

(g) the rights of Declarant set forth herein.

12.2 Delegation of Use. Any Member may delegate such Member's right of enjoyment to the Common Areas to the members of such Member's family or such Member's tenants who reside on such Member's Lot, or to such Member's guests, subject to this Declaration and to the Association Rules. In the event and for so long as an Owner delegates said rights of enjoyment to such Owner's tenants, said Owner shall not be entitled to said rights. Owner shall indemnify and hold harmless the Association for any claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) suffered by the Owner's delegate pursuant to this Section.

12.3 Waiver of Use. No Member may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Lot owned by them from the liens, charges or other provisions of this Declaration, the Articles, Bylaws and Association Rules, by waiver of the use and enjoyment of the Common Areas, or the abandonment of such Member's Lot.

ARTICLE XIII EASEMENTS

13.1 Amendment to Eliminate Easements. This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant without prior written approval of Declarant and as to any easements that are required by a Governmental Agency, without the prior written approval of such Governmental Agency, and any attempt to do so shall have no effect. Any attempt to modify or eliminate this Section shall likewise require the prior written approval of Declarant and as to any provision of this Article that is required by a Governmental Agency by such Governmental Agency.

13.2 Nature of Easements. Unless otherwise set forth herein, any easement reserved to Declarant herein shall be nonexclusive.

13.3 Certain Rights and Easements Reserved to Declarant.

(a) **Utilities.** Easements over the Covered Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as are needed to service the Covered Property are hereby reserved by Declarant, together with the right to grant and transfer the same; *provided, however,* such easements shall not unreasonably interfere with the use and enjoyment by the Members of their Lots or the Common Areas.

(b) **Cable Television.** There is hereby reserved to Declarant over the Covered Property, together with the right to grant and transfer the same, the right to place on, under or across the Covered Property, transmission lines and other facilities for a community antenna television system or similar television system as technological changes may permit, and thereafter to own and convey such lines and facilities and the right to enter upon the Covered

Property to service, maintain, repair, reconstruct and replace said lines or facilities; *provided, however*, the exercise of such rights shall not unreasonably interfere with any Owner's reasonable use and enjoyment of such Owner's Lot.

(c) **Water Rights.** There is hereby reserved to Declarant with the full right and power, among others, to transfer or assign to others or to use or utilize on any other property owned or leased by Declarant, any and all water rights or interests in water rights no matter how acquired by Declarant, and owned or used by Declarant in connection with or with respect to the Covered Property, whether such water rights shall be riparian, overlying, appropriative, percolating, prescriptive or contractual, *provided, however*, the reservation made herein shall not reserve to or for the benefit of Declarant any right to enter upon the surface of the Covered Property in the exercise of such rights.

(d) **Construction and Sales.** For a period of time extending until all Improvements have been completed within the Covered Property, a non-exclusive easement in, over, under and through the Covered Property is hereby reserved to Declarant, together with the right to grant and transfer same to Declarant's sales agents and representatives for ingress and egress and for the purpose of: (1) completing the development of the Covered Property, including, without limitation, the transportation of development and construction related materials over the private streets, constructing, maintaining, retaining and relocating all Improvements on the Covered Property now or hereafter planned to be constructed on the Covered Property by Declarant, or required to be constructed on the Covered Property by any municipal or governmental agency; (2) marketing, leasing, selling and re-selling the Lots therein; and (3) customer relations and providing post-sale customer service to Owners; and in connection with such easement the right, but not the obligation: (a) to perform any and all architectural, engineering, grading, construction, excavation, landscaping and related work and activities; (b) to erect, maintain and relocate upon the Covered Property storage buildings, storage areas, temporary sewage disposal facilities, water wells and other related facilities; (c) to store and use materials, equipment, vehicles, tools and machines which may be necessary or desirable in connection with such construction; (d) to display signs and erect, maintain and operate, for sales, resales, and administrative purposes, a fully staffed customer relations, customer service, sales, and resales office complex on the Covered Property; (e) to show the Covered Property, unsold Lots and any Lots which are offered for resale to, and to arrange for the use of the Common Areas by, prospective purchasers, (f) to perform maintenance, repair and replacement work on, and to make custom improvements, alterations and additions to improvements, and (g) to construct improvements on any Lots or Common Areas. No such activities shall be deemed to be a nuisance. No Owner (other than Declarant) shall enter any construction area or cross any fence or other barricade constructed to prevent such entry or otherwise impede or interfere with such development and construction.

(e) **General Use and Enjoyment.** There is hereby reserved to Declarant, together with the right to grant and transfer same, easements in, on, over and across all Common Areas and District Areas as necessary or appropriate for the completion, use, and enjoyment of the Development.

13.4 Certain Easements for Owners.

(a) Rights and Duties: Utilities and Cable Television.

Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, the Owners of any Lot served by said connections, lines or facilities shall have the right and there is hereby reserved to Declarant, together with the right to grant and transfer the same to Owners an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service such Owner's Lot, and to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon.

(b) Ingress, Egress and Recreational Rights.

Declarant hereby reserves to itself, its successors and assigns, and hereby grants to all Owners nonexclusive easements for ingress, egress, pedestrian walkway and general recreational purposes over and upon the Common Areas, and District Areas. Such easements shall be subject to the rights of the Association as set forth in the Article hereof entitled "Rights of Enjoyment."

(c) Exclusive Use Common Areas.

The Exclusive Use Common Areas, both before and after transfer to the Association, are subject to the unilateral right of Declarant to establish easements in, over, upon, under and through such Exclusive Use Common Areas in favor of the Owners of Lots 20 and 21. Declarant has the right, from time to time, to grant to such Owners a nonexclusive or an exclusive easement in, over, upon, under and through portions of the Exclusive Use Common Areas consisting of unimproved areas adjacent to such Owners' Lot for use and enjoyment in connection with such Lot. Declarant shall have the sole discretion to establish the size and shape of such Exclusive Use Common Areas. The conveyance of the portion of the Exclusive Use Common Areas to an Owner shall be subject to this Master Declaration and the Master Association's rights herein, and the Owner in each case, shall be responsible for maintenance and all liability associated with the use of such easement.

(d) Solar Easements.

There is hereby reserved to Declarant, for the benefit of each and every Owner of a Lot, a solar easement in and through all air space over the Covered Property for the purpose of preserving access to natural sunlight for any solar energy collector which is originally constructed by Declarant. No Owner of a Lot, or person in control of a Lot, shall allow a tree or shrub to be placed, or if placed, to grow on such property, subsequent to the installation of a solar collector on the property of another so as to cast a shadow greater than ten percent (10%) of the collector absorption area upon that solar collector on the Lot of another at any one time between the hours of 10:00 a.m. and 2:00 p.m., provided that this Section shall not apply to specific trees and shrubs which at the time of installation of a solar collector or during the remainder of that annual solar cycle cast a shadow upon that solar collector. Notwithstanding any other provisions of this Declaration, no structure, vegetation or land use shall penetrate the air space which is subject to the solar easement, unless express written permission is obtained from (1) the Board and (2) all Owners of Lots adjoining the Lot containing such structure or vegetation, or subject to such land use. This easement shall not

preclude utility lines, antennae, wires and poles that are not otherwise prohibited by this Declaration, which penetrate the airspace covered by this solar easement.

(e) **Corrections.** Throughout the Development, it is anticipated that over the course of time certain properties may be sold which contain errors in descriptions and/or actual use exceeds boundary lines. To accommodate such situations, Declarant hereby reserves easements over the Common Areas to allow for encroachment, and easements over Lots solely for corrective purposes.

13.5 Certain Easements for Association.

(a) **Association Rights.** There is hereby reserved to Declarant easements over the Covered Property, which easements are hereby granted to the Association, for the purpose of permitting the Association to discharge its obligations and powers as described in this Declaration.

(b) **Rights and Duties: Utilities and Cable Television.** Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, and said connections, lines or facilities serve the Common Areas, the Association shall have the right and there is hereby reserved to Declarant, together with the right to grant and transfer the same to the Association an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service the Common Areas and to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided the Association or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon.

13.6 Certain Easements for Districts and Other Government Agencies. There is hereby reserved to Declarant easements over the Covered Property, which easements may hereafter be granted to a District or any applicable Government Agency, for the purpose of permitting such District or Government Agency to discharge its obligations and powers as described in this Declaration or otherwise with respect to District Areas or Dedication Areas, as applicable.

13.7 Support, Settlement and Encroachment. There is hereby reserved to Declarant and its assigns the following reciprocal easements, which easements are hereby granted to the Owners, for the purposes set forth below:

(a) an easement appurtenant to each Lot which is contiguous to another Lot or Common Areas which Lot shall be the Benefited Lot and the contiguous Lot or Common Areas shall be the Burdened Lot;

(b) an easement appurtenant to the Common Areas contiguous to a Lot, which Common Areas shall be the Benefited Lot and which contiguous Lot shall be the Burdened Lot;

(c) it is provided, however, that in the event Common Areas are the Benefited Lot in an easement described in this Section, Declarant shall have the right to transfer said easement to the Association and not to Owners;

(d) said easements shall be for the purposes of:

(i) engineering errors, errors in original construction and support and accommodation of the natural settlement or shifting of structures;

(ii) encroachment by reason of a roof or eave overhang from a Lot and for the maintenance of such roof or eave overhang by the Owner of the Benefited Lot; and

(iii) encroachment of fireplaces, chimneys, doorsteps, foundation footings, garage doors, utilities and other appurtenances or fixtures and the maintenance thereof by the Owner of the Benefited Lot, which, in the construction of the structures upon the Benefited Lot or from any reconstruction or modifications of such structures, project beyond the external surface of the outer walls of such structures.

13.8 Right to Grant and Transfer Easements. All or any part of each easement reserved to Declarant herein may be granted or transferred by Declarant to an Owner, the Association, a District, a Government Agency, or any other party.

13.9 Neighbors. Notwithstanding any other provisions herein, Declarant shall have the unilateral right to grant easements over, and/or other rights concerning, the Common Areas, to owners of properties adjacent to the Development, including, without limitation, to use streets, roadways, or infrastructure, and/or to accommodate the provisions of agreements of record between Declarant and neighboring owners. Nothing herein is intended or shall be applied to reduce or materially affect any Owner's use or enjoyment of such Owner's Lot.

13.10 Public Access Easements. If the offer to dedicate the Pedestrian Access Easement and the Bicycle Access Easement are accepted by the Declarant, as specifically authorized by the California Coastal Commission, there is hereby reserved to Declarant, the Pedestrian Access Easements and the Bicycle Access Easements. The Pedestrian Access Easements shall be irrevocable and run in perpetuity for the purpose of public pedestrian and hiking use of the Pedestrian Access Easement Areas. The Bicycle Access Easements shall be irrevocable and run in perpetuity for the purpose of public bicyclist use of the Bicycle Access Easement Areas. The Association shall install and thereafter maintain all signage relating to the Pedestrian Access Easements and the Bicycle Access Easements as required by the Conditions of Approval. After acceptance of the offer to dedicate the Pedestrian Access Easement and the Bicycle Access Easement, transfer of the Pedestrian Access Easement and the Bicycle Access Easement from Declarant to another entity shall require authorization from the Executive Director of the Coastal Commission.

ARTICLE XIV
INTEGRATED NATURE OF THE COVERED PROPERTY

The Annexation Property and/or any other real property may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article, as follows:

14.1 Development of the Covered Property. Declarant intends to sequentially develop the Annexation Property on a phased basis; *provided, however*, Declarant may elect not to develop all or any part of such real property, to annex such real property to this Declaration in increments of any size whatsoever, or to develop more than one such increment at any given time and in any given order. Moreover, Declarant reserves the right to subject all or any portion of the Annexation Property to the plan of this Declaration or one or more separate declarations of covenants, conditions and restrictions which subjects said property to the jurisdiction and powers of a homeowners association or other entity with powers and obligations similar to the Association and which is not subject to the provisions of this Declaration. Although Declarant shall have the ability to annex the Annexation Property as provided in this Article, Declarant shall not be obligated to annex all or any portion of such property, and such property shall not become subject to this Declaration unless and until a Supplemental Declaration shall have been so executed and recorded. The Owners of any property annexed to this Declaration shall have the right to the same access, use, and enjoyment of the Common Areas, including all easement rights thereto, as if such annexed property was part of the Initial Property. Notwithstanding any other provision herein, Declarant shall have the unilateral right to annex neighboring properties into this Declaration and/or establish reciprocal easements and/or other rights for such properties and the owners thereof. Nothing herein is intended or shall be applied to reduce or materially affect any Owner's use or enjoyment of such Owner's Lot.

14.2 Supplemental Declarations. A Supplemental Declaration shall be a writing in recordable form which annexes real property to the plan of this Declaration and which incorporates by reference some or all of the covenants, conditions, restrictions, easements and other provisions of this Declaration and shall contain such other provisions as set forth in this Declaration relating to Supplemental Declarations. Such Supplemental Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration (i) as may be necessary to reflect the different character, if any, of the Annexation Property, (ii) as may be required by any governmental authorities, (iii) as deemed appropriate by Declarant, or (iv) as may be appropriate in the development of the Annexation Property. Notwithstanding the foregoing, in the event of any direct conflict between the terms of any Supplemental Declaration and the terms of this Declaration, the terms of this Declaration shall control. Each Supplemental Declaration shall include, as applicable, exhibits depicting any Common Areas located within the portion of the Annexation Property which is the subject of the Supplemental Declaration, including, without limitation, block walls, wrought iron fences, and/or slopes.

14.3 Annexation Without Approval and Pursuant to General Plan. All or any part of the Annexation Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, provided that a Supplemental Declaration covering the portion of the Annexation Property to be annexed, shall be executed by Declarant and Recorded. The

Recordation of said Supplemental Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be part of the Covered Property and all of the Owners of Lots in said annexed real property shall automatically be Members (and subject to the terms of this Declaration).

14.4 Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to a two-thirds ($\frac{2}{3}$) majority of the voting power of the Association residing in Members other than Declarant, any person who desires to add real property, other than the Annexation Property to the plan of this Declaration and to subject such property to the jurisdiction of the Association, may file of record a Supplemental Declaration. The provisions of this Section shall also apply to the Annexation Property subsequent to the expiration of the power of Declarant to annex such property without the approval of the Members as provided in this Article. The certificate of the President and the Secretary of the Association attached to any Supplemental Declaration recorded pursuant to this Section certifying that the required two-thirds ($\frac{2}{3}$) majority of the voting power of the Association residing in Members other than Declarant has approved the recordation of such Supplemental Declaration shall be deemed conclusive proof thereof.

14.5 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association which merger or consolidation must be approved by two-thirds ($\frac{2}{3}$) of each class of Members, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of the law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the Covered Property, together with the covenants, conditions and restrictions established upon any other property as one plan.

14.6 De-Annexation. Any portion of the Initial Property and/or any property annexed to the Covered Property by the Declarant, in accordance with the provisions of this Declaration, may be removed by Declarant as a portion of the Covered Property and from the jurisdiction of this Declaration and the Association at any time by the Recordation of an appropriate Declaration of Removal, provided that such removal shall take place before any Lot in the annexed parcel has been sold by Declarant to a Retail Purchaser. Any property which is removed by Declarant may be annexed, at a future date, to the Covered Property in accordance with the provisions of this Declaration.

ARTICLE XV **RIGHTS OF LENDERS**

15.1 Filing Notice; Notices and Approvals. A Mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and until such Mortgagee, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a Lot within the Covered Property. Such notice need not state which Lot or Lots are encumbered by such Mortgage, but shall state whether such Mortgagee is a First Mortgagee. Wherever the

approval of all or a specified percentage of Mortgagees is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of all or a specified percentage only of those Mortgagees which have delivered such notice to the Board. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged.

15.2 Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any First Mortgage made in good faith and for value encumbering any Lot, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot except as otherwise provided in this Article.

15.3 Curing Defaults. A Mortgagee or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is non-curable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is non-curable or not feasible to cure shall be final and binding on all Mortgagees.

15.4 Resale. It is intended that any loan to facilitate the resale of any Lot after judicial foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Mortgagees.

15.5 Relationship with Assessment Liens.

(a) The lien provided for in the Article hereof entitled "Nonpayment of Assessments" for the payment of Assessments (excepting Remedial Assessments) shall be subordinate to the lien or any First Mortgage which was recorded prior to the date any such Assessment becomes due.

(b) If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a First Mortgage: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such First Mortgage; and (2) the foreclosure of the lien of said First Mortgage or the acceptance of a deed in lieu thereof (such events being hereinafter referred to as "**Events of Foreclosure**") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, and their successors in interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of

the Events of Foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

(c) Any Mortgagee who obtains title to a Lot by reason of any of the Events of Foreclosure, or any purchaser at a private or judicial foreclosure sale, shall take title to such Lot free of any lien or claim for unpaid Assessments against such Lot which accrue prior to the time such Mortgagee or purchaser takes title to such Lot, except for liens or claims for a share of such Assessments resulting from a pro-rata reallocation of such Assessments to all Lots within the Covered Property.

(d) Nothing in this Section shall be construed to release any Owner from such Owner's obligations to pay for any Assessment levied pursuant to this Declaration.

15.6 Seventy-Five Percent (75%) Vote of Institutional Mortgagees. Except upon the prior written approval of at least seventy-five percent (75%) of Institutional Mortgagees, based on one (1) vote for each First Mortgage held, neither the Association nor the Members shall be entitled to do any of the following:

(a) dissolve the Association or abandon or terminate the maintenance of the Common Areas by the Association;

(b) amend a material provision of this Declaration or of the Bylaws, provided "material amendment" shall mean amendments governing the following subjects:

(i) the fundamental purpose for which the Development was created (such as a change from residential use to a different use);

(ii) voting;

(iii) assessments, assessment liens, and subordination thereof;

(iv) the reserve for repair and replacement of the Common Areas;

(v) property maintenance obligations;

(vi) casualty, fidelity and liability insurance;

(vii) reconstruction in the event of damage or destruction;

(viii) rights to use the Common Areas;

(ix) annexation;

(x) any provision, which by its terms, is specifically for the benefit of First Mortgagees, or specifically confers rights of First Mortgagees;

(xi) restrictions on the leasing of Lots;

(c) Effectuate any decision to terminate professional management and assume self-management of the Covered Property; or

(d) Abandon, partition, sell, alienate, subdivide, release, transfer, hypothecate or otherwise encumber the Common Areas; *provided, however*, the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas shall not require such approval.

15.7 Other Rights of Institutional Mortgagees. Any Institutional Mortgagee or its mortgage servicing contractor, shall, upon written request to the Association, be entitled to:

(a) inspect the books and records of the Association during normal business hours;

(b) receive the annual audited financial statement of the Association one hundred and twenty (120) days following the end of the Association's fiscal year;

(c) receive written notice of all annual and special meetings of the Members of the Board, and Institutional Mortgagees shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; *provided, however*, nothing contained in this Section shall give an Institutional Mortgagee the right to call a meeting of the Board or of the Members for any purpose or to vote at any such meeting; and

(d) receive written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Lot is encumbered by such Institutional Mortgagee's Mortgage, which default has not been cured within sixty (60) days of a request therefor by the Association; *provided, however*, the Association shall only be obligated to provide such notice to Institutional Mortgagees who have delivered a written request therefor to the Association specifying the Lot or Lots to which such request relates.

15.8 Mortgagees Furnishing Information. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage.

15.9 Right of First Refusal. In the event this Declaration is amended to provide for any right of first refusal to purchase or lease a Lot in the Association, a Mortgagee who comes into possession of a Lot pursuant to a judicial foreclosure, a deed in lieu of foreclosure or a trustee's sale shall be exempt therefrom. In addition, conveyances to and from third party foreclosure purchasers and mortgage insurers and guarantors shall also be exempt.

15.10 Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

15.11 Voting Rights of Institutional Mortgagees. In the event of a default by an Owner in any payment due under the terms of any Institutional Mortgage held by an Institutional Mortgagee or the promissory note secured thereby, the Institutional Mortgagee or its representative shall have the right, upon giving written notice to such defaulting Owner and the Association and placing of record a notice of default, to exercise the voting rights of such defaulting Owner attributable to such Lot at any regular or special meeting of the Members held during such time as such default may continue. Any such Owner's voting rights shall be restored to him at such time as such default is cured.

15.12 Notice of Destruction or Taking. In the event that any Common Areas, or any portion thereof, is substantially damaged or is made the subject of any condemnation proceeding in eminent domain or is otherwise sought to be acquired by a condemning authority, the Board shall promptly notify any Institutional Mortgagee affected by such destruction, taking or threatened taking. As used herein, "substantially damaged" or "taking" shall mean damage or taking exceeding Ten Thousand Dollars (\$10,000). If requested in writing by an Institutional Mortgagee, the Association shall evidence its obligations under this Section in a written agreement in favor of such Institutional Mortgagee.

15.13 Payment of Taxes or Premiums by Institutional Mortgagees. Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas, unless such taxes or charges are separately assessed against the Owners, in which case the rights of Institutional Mortgagees shall be governed by the provisions of their Mortgages. Institutional Mortgagees may, jointly or singly, also pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas and Institutional Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any Institutional Mortgagee which requests the same to be executed by the Association.

ARTICLE XVI **DEVELOPMENT DISCLOSURES**

Each Owner, by acceptance of a deed to a Lot, acknowledges and understands each of the following disclosures:

16.1 Mold. There is, and will always be, the presence of certain biological organisms within the Lot (and the Improvements therein). Most typically, this will include the common occurrence of mold and/or mildew. *It is important to note that mold and mildew tend to proliferate in warm, wet areas.* As such, it is each Owner's responsibility to maintain such Owner's Lot so as to avoid the accumulation of moisture and/or mold and mildew. Such mitigation matters should include, without limitation, the frequent ventilation of the residence, removal of standing water on balcony, patio or deck areas, prompt repair of any leaks which permit water intrusion into the residence, and prompt repair of plumbing leaks within the residence (irrespective of who may have caused any such leaks). Each Owner also understands that the presence of indoor plants may also increase moisture and/or mold and mildew levels. Also, the propping of large pieces of furniture against wall surfaces may lead to mold or mildew accumulation. It is the responsibility of each Owner to monitor and maintain such Owner's Lot

so as to mitigate and avoid the conditions which are likely to lead to the existence and/or growth of mold and/or mildew. In the event that mold does appear and/or grow within the residence, it is also the Owner's responsibility to promptly and properly treat such mold to minimize the spreading thereof and/or unhealthy conditions likely to arise as a result thereof. Such measures frequently include, but are not limited to, cleaning mold-affected surfaces with chlorine bleach. Each Owner is responsible to learn how to clean any affected Improvements.

16.2 Odor. There have been a number of historical odor sources in the relative vicinity of the Development, which are summarily listed below:

(a) Offshore seeps are naturally occurring sources of mercaptans and hydrocarbons along the University and Ellwood Mesa coastline. Odors from offshore seeps are relatively frequent and can be quite strong. There is nothing practical that can be done to control these odors;

(b) Venoco's Platform Holly has been a source of hydrogen sulfide (H₂S) emissions in the region. However, according to the SBCAPCD, the frequency of H₂S releases have been reduced dramatically due to the installation of a gas flare stack and an assortment of other system improvements in 1999-2000.

(c) Venoco's Ellwood processing plant has been a source of mercaptan releases over the years. However, similar to Platform Holly, these odorous emissions have been greatly reduced; in this case due to the installation of a thermal oxidizer, which replaced a much less efficient control system of carbon canisters.

(d) Water wells on the Ellwood Mesa properties have been a source of odor from sour water emanating from sewer pipes and water released in a gully. According to some sources, this water was stored and released in order for the current landowners to establish a history of water use on the site. Due to numerous complaints, improved piping was established and water is no longer released in the gully.

(e) Water wells with sour water in Goleta Valley/Winchester Canyon agricultural properties continue to be an issue on an inconsistent basis. The SBCAPCD is working with the agricultural community to reduce these sources of odor; and

(f) The Ellwood Marina Terminal at Coal Oil Point has historically been a source of two different sources of odors: 1) fugitive emissions/odors from oil storage tanks and 2) odors released during the loading of barges (barges now have odor control systems).

(g) For more information regarding odor sources contact the Santa Barbara County Air Pollution Control District at (805) 961-8800.

16.3 NOTICE OF AIRPORT IN VICINITY. THIS PROPERTY IS PRESENTLY LOCATED IN THE VICINITY OF AN AIRPORT, WITHIN WHAT IS KNOWN AS AN AIRPORT INFLUENCE AREA. FOR THAT REASON, THE PROPERTY MAY BE SUBJECT TO SOME OF THE ANNOYANCES OR INCONVENIENCES ASSOCIATED WITH PROXIMITY TO AIRPORT OPERATIONS (FOR EXAMPLE: NOISE, VIBRATION

OR ODORS). INDIVIDUAL SENSITIVITIES TO THOSE ANNOYANCES CAN VARY FROM PERSON TO PERSON. YOU MAY WISH TO CONSIDER WHAT AIRPORT ANNOYANCES, IF ANY, ARE ASSOCIATED WITH THE PROPERTY BEFORE YOU COMPLETE YOUR PURCHASE AND DETERMINE WHETHER THEY ARE ACCEPTABLE TO YOU.

16.4 Airport Over-Flight Location. The Development is located in the approach path of Runway 7 of the Santa Barbara Airport and there may, and likely shall be, aircraft flights over the Development. For that reason, the Development may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration or odors).

16.5 Protection of Cultural Resources. Each Owner acknowledges that such Owner has reviewed the informational materials relating to cultural resources protection attached hereto as Exhibit "K" (the "Natural Resource & Land Swap Information") and acknowledges and understands the importance of public awareness of cultural resources.

16.6 Earthquake Faults. The Development is located in the vicinity of active or potentially active earthquake faults, including, without limitation, the Red Mountain, North Channel, More Ranch/Mission Ridge/Arroyo Parida, and Santa Ynez faults. In addition, at least three (3) major fault zones cross the Development or are located near the Development. These fault zones include the South, Central and North branches of the More Ranch fault. The location of the Development in close proximity to active or potentially active earthquake faults presents a significant risk to persons, animals and property resulting from earthquakes and related consequential events (e.g., fires and flooding). Each Owner understands and accepts the risks of living within close proximity to active faults. Each Owner is strongly advised to maintain earthquake insurance with respect to such Owner's dwelling unit and personal property.

16.7 Public Trails. The Public Trails are for public pedestrian and bicyclist use. Each Owner acknowledges and understands that individuals who are not Owners, or guests of Owners, may enter the Development through the open entrance(s) of the Public Trails and thereby impact the privacy and security of the Development. Each Owner further acknowledges and understands that such Owner and such Owner's guests, invitees and licensees must exercise great care in utilizing the Public Trails and do so at their own risk.

16.8 Adjacent Golf Course. The Development is located adjacent to the Sandpiper Golf Club (the "Golf Course") which is owned and operated by an entity that is not affiliated with Declarant. The Golf Course is a "public" course which means that it is available for play by members of the public. Neither membership in the Association, nor ownership or occupancy of a Lot shall automatically confer any ownership interest in or right to use the facilities on the Golf Course. Declarant has no control of the operations of the Golf Course and makes no representations or warranties regarding the continued operation of same. Although owning real property adjacent to or in close proximity to the Golf Course may be desirable, there are numerous risks and impacts associated with same, including, but not limited to: (1) the flight and impact of errant golf balls; (2) the unauthorized entry by golfers onto the Development to retrieve errant golf balls; (3) golf course maintenance operations (e.g., irrigation overspray, pruning, mowing grass, replanting and use of loud machinery) which might be conducted during

early morning (*i.e.*, dawn) or late afternoon (*i.e.*, dusk) hours; (4) the use of reclaimed or other non-potable water to irrigate the Golf Course; (5) the use of pesticides, fertilizers, herbicides and other chemicals on the Golf Course; (6) noise and traffic inherent in the operation, maintenance, repair and use, including, without limitation, parties, banquets, tournaments and other social functions, at the Golf Course; (7) the construction of improvements (including, but not limited to landscaping, fences or other natural or artificial barriers) at the Golf Course; and (8) the possibility that the Golf Course falls into disrepair or is converted to another use (*e.g.*, residential).

The Association and each Owner of a Lot expressly assume all of such risks, and hereby release and acknowledge and agree that Declarant and all of its respective divisions, subsidiaries, partners and affiliated companies, and their respective officers, directors, shareholders, agents, representatives, employees, consultants, managers and contractors, and their respective successors, assigns, grantees, invitees, and licensees (collectively the “**Released Parties**”) shall not be liable for any claim of any kind (including, but not limited to, negligence, nuisance, trespass, assault, battery or wrongful death), or for any costs, expenses, losses, damages or other liability of any kind (including attorneys’ fees) for death, bodily injury or damage to any person or property arising from or related to the Golf Course, whether incurred or asserted by the Association, any Owner, any member of an Owner’s family, any tenant or lessee of an Owner or any of their respective licensees or invitees. The Association and each Owner of a Lot expressly waive the benefit of California Civil Code Section 1542, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

16.9 Concrete. Concrete slabs may, over time, crack as a result of, among other things, settlement, horizontal and vertical movement, earthquakes and weather conditions. Minor cracking of concrete is normal and does not constitute a defect or require repair. Each Owner acknowledges and understands that if such Owner (i) over-waters such Owner’s Lot, (ii) fails to properly maintain the landscaping on such Owner’s Lot, and/or (iii) cuts into the slab for any reason (*e.g.*, to install a floor safe, to remodel plumbing, *etc.*), the likelihood of breakage or cracking of such slab increases dramatically.

16.10 Military Ordnance Site. Certain areas located in close proximity to the Development, including, without limitation, the Santa Barbara Airport and the University of California, Santa Barbara were previously used as military sites. Accordingly, there may be explosive underground munitions and other hazards located in the undeveloped areas surrounding the Development.

16.11 Building Code. Each Owner, by acceptance of a grant deed to its Lot, acknowledges that the Improvements have been constructed pursuant to standards and requirements set forth in the edition of the Uniform Building Code applicable at the time the plans for the Improvements were submitted to the applicable governmental authority for approval. Under no circumstances shall Declarant be responsible to install, modify, or replace any Improvements to bring same into compliance with any later version of the Uniform Building

Code, nor shall Declarant be liable to any party as a result of the Improvements not complying in any respect with a later adopted or enacted version of the Uniform Building Code.

ARTICLE XVII
GENERAL PROVISIONS

17.1 Enforcement of Restrictions. Subject to the provisions of this Section, Declarant, the Association, and any Owner shall have the right, but not the obligation, to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or Assessments for such violation. In addition, the City, the County, the California Coastal Commission and any other applicable Government Agency shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and reservations set forth herein which are expressly for the benefit of the City, the County, the California Coastal Commission or such Government Agency, or which are otherwise required thereby to be set forth in this Declaration pursuant to the Conditions of Approval, applicable law or any entitlements for the Development, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations. Declarant, the Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or Bylaws and any amendments thereto. With respect to architectural control and Association Rules, Declarant and the Association, shall have the exclusive right to the enforcement thereof unless Declarant or the Association refuses or is unable to effectuate such enforcement, in which case any Owner who otherwise has standing shall have the right to undertake such enforcement. With respect to Assessment liens, the Association shall have the exclusive right to the enforcement thereof.

17.2 Violations Identified by the Association. If the Board determines that there is a violation of any provision of this Declaration, or the Architectural Committee determines that an Improvement which is the maintenance responsibility of an Owner is in need of installation, maintenance, repair, restoration or painting, then the Board shall give written notice to the responsible Owner identifying (i) the condition or violation complained of, and (ii) the length of time the Owner has to remedy the violation including, if applicable, the length of time the Owner has to submit plans to the Architectural Committee and the length of time the Owner has to complete the work proposed in the plans submitted to the Architectural Committee. If an Owner does not perform such corrective action as is required by the Board and the Architectural Committee within the allotted time, the Board, after Notice and Hearing, may undertake to remedy such condition or violation complained of and the cost thereof shall be charged to the Owner as a Reimbursement Assessment. Such Reimbursement Assessment shall be subject to enforcement and collection by the Board in accordance with the procedures provided for in this Declaration. If the violation involves nonpayment of any type of Assessment, then the Board shall be entitled to collect such delinquent Assessment pursuant to the procedures set forth in this Declaration.

17.3 Violations Identified by an Owner. In the event that an Owner alleges that another Owner, such Owner's family, guests or tenants, is violating this Declaration (other than nonpayment of any type of Assessment), the Owner must first submit the matter to the Board

pursuant to the Notice and Hearing procedure established in the Bylaws before the complaining Owner may resort to judicial reference for relief with respect to the alleged violation.

17.4 Legal Proceedings. Failure to comply with any of the terms of this Declaration by an Owner, such Owner's family, guests, employees, invitees or tenants, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of any lien, or any combination thereof; *provided, however*, the dispute resolution procedures herein must first be followed, as applicable.

17.5 Schedule of Fines. The Board may adopt a schedule of reasonable fines or penalties which, in its reasonable discretion, it may assess against an Owner for the failure of such Owner, or of a resident of, or visitor to, such Owner's Lot, to comply with any provisions hereof. Such fines or penalties may only be assessed by the Board after Notice and Hearing.

17.6 No Waiver. Failure by Declarant, the Association or any Member to enforce any covenant, condition, or restriction contained herein in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition or restriction.

17.7 Cumulative Remedies. All rights, options and remedies of Declarant, the Association, the Owners or Mortgagees under this Declaration are cumulative, and not one of them shall be exclusive of any other, and Declarant, the Association, the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration (subject, however, to the dispute resolution procedures set forth herein).

17.8 Severability. The provisions hereof shall be deemed independent and severable, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

17.9 Covenants to Run with the Land; Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by Declarant, the Association, or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is Recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners and seventy-five percent (75%) of the then Institutional Mortgagees, based on one (1) vote for each First Mortgage held, has been Recorded at least one (1) year prior to the end of any such period, agreeing to terminate said covenants, conditions and restrictions in whole or in part.

17.10 Sale or Title Transfer. Any Owner, prior to the sale or transfer of such Owner's interest, must provide the prospective purchaser with a copy of (1) this Declaration, (2) the Bylaws, (3) the Articles, (4) the most recent financial statements for the Association, (5) a statement from an authorized representative of the Association listing all unpaid Assessments and charges against the interest being sold, and (6) all other items listed in California Civil Code Section 1368. The Association shall provide any Owner with a copy of the items listed in the

preceding paragraph within ten (10) days of receiving a written request from such Owner. The Association's fee for this service shall not exceed the cost of providing these items. The Association shall not collect any fee in connection with any transfer of title except the Association's actual costs to change records.

17.11 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of a planned development and for the maintenance of the Common Areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Nothing herein is intended, nor shall be applied, to create any restrictive covenant or in any way to permit or create any discrimination against any Person based on such Person's race, color, religion, sex, age, sexual orientation, marital status, national origin, ancestry, familial status, source or level of income, or disability, in violation of applicable law.

17.12 Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

17.13 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration 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 Declarant, the Association, or any Owner. Such remedy shall be deemed cumulative and not exclusive.

17.14 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Covered Property, together with the covenants and restrictions established upon any other property, as a single plan.

17.15 Notices. Any notice to be given to an Owner, the Association, or a Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one (1) Business Day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a Business Day, then such notice shall be deemed to be given on the first Business Day following such transmission), or (iv) two Business Days after being deposited in the United States mail, registered or certified mail, postage prepaid, return-receipt requested, and addressed as follows:

(a) If to an Owner: to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot. In the case of co-Owners,

any such notice may be delivered or sent to any one (1) of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners;

(b) If to the Association: to the address furnished by the Association or the address of its principal place of business;

(c) If to a Mortgagee or its mortgage servicing contractor: to the address furnished to the Association by such Mortgagee or such contractor for the purposes of notice or, if no such address is furnished, to any office of the Mortgagee in the County, or if no such office is located in the County, to any office of such Mortgagee;

(d) If to Declarant: to Goleta Investment Partners, LLC, % Comstock Homes, 321 12th Street, Manhattan Beach, California 90266, Attn: Robert W. Comstock, or to such other address furnished by Declarant in writing to the Association for the purpose of giving notice; and

(e) The affidavit of an Officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner or Owners, to any Mortgagee or Mortgagees shown on the records of the Association, shall be deemed conclusive proof of such mailing, whether or not such notices are actually received.

17.16 Obligations of Declarant. So long as Declarant owns any portion of the Development, Declarant shall not be subject to the provisions of the Article entitled "Architectural Control" or the provisions of the Article entitled "Use Restrictions" to the extent necessary to exercise Declarant's rights and fulfill Declarant's duties with regard to the development and disposal of the Covered Property.

17.17 Effect of Declaration. This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

17.18 Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

17.19 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Covered Property to the public, for any public use or for any purpose whatsoever, it being the intention of Declarant that this Declaration be strictly limited to and for the purposes herein expressed.

17.20 Nonliability and Indemnification.

17.20.1 General Limitation. Except as specifically provided in this Declaration, the Articles, or the Bylaws, or as required by law, no right, power, or responsibility

conferred on the Board or the Architectural Committee by this Declaration, the Articles or the Bylaws shall be construed as a duty, obligation or disability charged upon the Board, the Architectural Committee, any member of the Board or of the Architectural Committee, or any other officer, employee or agent of the Association or any committee thereof. No such Person shall be liable to any party (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from such Person's acts or omissions within what such Person reasonably believed to be the scope of such Person's Association duties ("**Official Acts**"), except to the extent that such injuries or damage result from such Person's willful or malicious misconduct. No such Person shall be liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such Person's Official Acts, except to the extent that such injuries or damage result from such Person's willful or malicious misconduct.

17.20.2 Damages Limitation. A volunteer Board member or volunteer Association officer shall not be personally liable in excess of the coverage of insurance specified below to any person who suffers injury, including, without limitation, bodily injury, emotional distress, wrongful death or property damage or loss as a result of the tortious act or omission of the volunteer Board member or Association officer if all of the following conditions are satisfied:

- (a) The Board member or Association officer is a tenant of a Lot or an Owner of no more than two (2) Lots;
- (b) The act or omission was performed within the scope of the Board member's or Association officer's Association duties;
- (c) The act or omission was performed in good faith;
- (d) The act or omission was not willful or wanton; and
- (e) The Association maintained and had in effect at the time the act or omission occurred and at the time a claim was made one (1) or more policies of insurance which shall include coverage for (A) general liability of the Association and (B) individual liability of Board members and officers for negligent acts or omissions in that capacity; *provided* that both types of coverage are in the amounts required in Section 8.1(d) hereof.

A Board member or Association officer who at the time of the act or omission was Declarant or received direct or indirect compensation as an employee from Declarant or from a financial institution that purchased a Lot at a judicial or nonjudicial foreclosure of a Mortgage is not a volunteer for purposes of this Section. The payment of actual expenses incurred by a Board member or Association officer does not affect the member's or officer's status as a volunteer for purposes of this Section.

17.20.3 Indemnification. The Association shall pay all expenses incurred by, and satisfy any judgment or fine levied against, any person as a result of any action or threatened action against such person to impose liability on such person for his Official Acts, provided that:

- (a) The Board determines that such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association;

(b) In the case of a criminal proceeding, the Board determines that such person had no reasonable cause to believe his conduct was unlawful; and

(c) In the case of an action or threatened action by or in the right of the Association, the Board determines that such person acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Any determination of the Board required under this Section must be approved by a majority vote of a quorum consisting of Directors who are not parties to the action or threatened action giving rise to the indemnification. If the Board fails or refuses to make any such determination, such determination may be made by the vote or written consent of a majority of a quorum of the Members of the Association voting at a meeting of the Association called for such purpose, provided that the person to be indemnified shall not be entitled to vote. Payments made hereunder shall include amounts paid and expenses incurred in settling any such action or threatened action. This Section shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by applicable law. The right to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees, or devisees of any Person entitled to such indemnification.

17.21 Enforcement of Bonded Obligations. In the event that the Improvements to the Common Areas have not been completed prior to the issuance of a Final Subdivision Public Report covering the Covered Property, and the Association is obligee under a bond or other arrangement (hereinafter the "**Bond**") to secure performance of the commitment of Declarant to complete such Improvements, the following provisions shall apply:

17.21.1 The Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any Improvements for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for such Improvements in the "Planned Construction Statement" appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area Improvements, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of such extension;

17.21.2 In the event that the Board determines not to initiate action to enforce the obligations under the Bond, or in the event the Board fails to consider and vote on such question as provided above, the Board shall call a special meeting of the Members for the purpose of voting to override such decision or such failure to act by the Board. Such meeting shall be called according to the provisions of the Bylaws dealing with meetings of the Members, but in any event such meeting shall be held not less than thirty-five (35) days nor more than ninety (90) days after receipt by the Board of a petition for such meeting signed by Members representing at least five percent (5%) of the total voting power of the Association; and

17.21.3 The only Members entitled to vote at such meeting of Members shall be the Owners other than Declarant. A vote at such meeting of a majority of the voting power of such Members other than Declarant to take such action to enforce the obligations under the Bond

shall be deemed to be the decision by initiating and pursuing appropriate action in the name of the Association.

17.22 Leases. Any agreement for the leasing or rental of a Lot (hereinafter in this Section referred to as a "Lease") shall provide that the terms of such Lease shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws, the Association Rules and any applicable agreements between the Association and any of the Federal Agencies. Said Lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the Lease. All Leases shall be in writing. Any Owner who shall lease such Owner's Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, the Bylaws and the Association Rules. No Lot shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days or any rental whatsoever, if the occupants of the Lot are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen and bellboy service. Each Owner who enters into a Lease shall promptly provide the Board with a fully executed copy of the Lease (and all amendments thereto) and shall also promptly provide the Board with the names and contact information of all tenants of such Owner's Lot.

17.23 Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant to alter the Common Areas or Lots, or to construct such additional Improvements as Declarant deems advisable prior to completion of Improvements upon and the sale of the entire Development. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Covered Property such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from Declarant to establish on the Covered Property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Development. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the Members' rights to use and enjoy the Covered Property. Notwithstanding any other provisions of this Declaration to the contrary, until such time that all of the Lots have been sold to Retail Purchasers, Declarant shall have the right to (a) erect and use signs and other marketing materials in the Covered Property in connection with the sale of Lots, (b) use models and/or sales offices, and (c) control the entry/exit gates of the Development and direct and control parking related to the sales and marketing activities of the Development.

17.24 Assignment of Declarant's Rights. The rights of Declarant hereunder may be assigned to any successor or successors to all or part of said entity's respective interest in the Development, by an express assignment incorporated in a recorded deed, lease, or other instrument, as the case may be, transferring such interest to such successor.

17.25 Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles or the Bylaws, the terms and provisions of this Declaration shall prevail.

17.26 Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Covered Property does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Covered Property, or any portion thereof

17.27 No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant, or its agents or employees in connection with the Covered Property, or any portion thereof, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a planned development project, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with the DRE.

17.28 Notification to Prospective Purchasers. In the event that the Association commences any action or claim, all Owners must notify prospective purchasers of such action or claim and must provide such prospective purchasers with a copy of the notice received from the Association in accordance with Section 1375 of the California Civil Code.

17.29 Scope of Duties. The duties of the Owners and the Association set forth in this Article shall be in addition to, and not in limitation of, all duties imposed by California Civil Code Sections 1368, 1368.4 and 1375, as amended from time to time.

17.30 Applicable Law. This Declaration shall be construed in accordance with the laws of the State of California.

ARTICLE XVIII **AMENDMENT**

18.1 Amendment Procedures. This Declaration may be amended as follows:

18.1.1 Notwithstanding any other provisions of this Declaration, Declarant reserves the right at any time to unilaterally make certain amendments to this Declaration, including any exhibits attached hereto, to amend same to add any necessary easements and/or use rights consistent with the overall development of the Property, and to make technical corrections, correct errors or omissions, or more precisely describe the actual sizes and locations of the areas or Improvements described herein including, without limitation, such adjustments to Lot lines, Common Area boundaries and/or any other matters as necessary to accommodate minor encroachments of Improvements in, to, on, over, under, along or across any Lot or Common Area, and each Owner by acceptance of a grant deed to its Lot, acknowledges, accepts, and takes subject to the possibility of such possible adjustments. Declarant shall effect such changes by preparing or causing to be prepared, and Recording or causing to be Recorded, a declaration in a form determined by Declarant or as part of any Supplemental Declaration;

18.1.2 Notwithstanding any other provisions of this Declaration, at any time prior to the first (1st) anniversary of the Initial Sale Date, Declarant may unilaterally amend this Declaration by recording a written instrument which effects the amendment and is signed and

acknowledged by Declarant. Notwithstanding any other provisions of this Declaration, at any time prior to the first (1st) anniversary of the recordation of a particular Supplemental Declaration, Declarant may unilaterally amend such Supplemental Declaration by recording a written instrument which effects the amendment and is signed and acknowledged by Declarant;

18.1.3 Notwithstanding any other provisions of this Section, for so long as Declarant owns any portion of the Covered Property, Declarant may unilaterally amend this Declaration by recording a written instrument signed by Declarant in order to conform this Declaration to the requirements of the City, the County, the California Coastal Commission and/or any state agencies or Federal Agencies with jurisdiction over the Development;

18.1.4 Notwithstanding any other provision of this Section: (a) the written consent of the City, which consent shall be granted or denied in the sole discretion of the City, shall be required for any amendment or modification to this Declaration which (i) impacts the existence or maintenance of the Common Areas or any easements related thereto, (ii) modifies or amends any of the requirements or restrictions set forth in the City Conditions of Approval, (iii) modifies or amends the obligation set forth in the Landscape License and Maintenance Agreement entered into between the Declarant and the City which shall be recorded in the Office of the Santa Barbara County Recorder concurrently herewith, and/or (iv) modifies or amends any portion of this Section 18.1.4; and (b) the written consent of the California Coastal Commission or a successor agency, shall be required for any amendment or modification to this Declaration which modifies any of the requirements or restrictions set forth in the Coastal Commission Conditions of Approval. Failure to first obtain the City's or the California Coastal Commission's written consent where applicable will automatically render null and void any purported amendment or modification of this Declaration. The Association shall give written notice to the City and the California Coastal Commission at least thirty (30) days of any proposed amendment or modification to this Declaration.

18.1.5 Until such time as there is a Class A Membership pursuant to this Declaration, amendments or modifications shall be effective when executed by Declarant and when Recorded in the Official Records. Thereafter as long as there is a Class B Membership, any amendments shall require the affirmative written consent or vote of a majority of a quorum of the voting power of the Association subject to the provisions herein regarding Declarant's rights and subject to the limitations herein. After the Class B Membership has been converted to Class A Membership, amendments to this Declaration may be enacted only by the vote or written assent of Members representing both a majority of a quorum of the voting power of the Association and a majority of a quorum of the voting power of the Association residing in Members other than the Declarant;

18.1.6 After Declarant has (i) completed construction of the Development, (ii) terminated construction activities, and (iii) terminated marketing activities for the sale, lease or other disposition of the Lots, the Board shall have the right to amend this Declaration (a) pursuant to the terms of California Civil Code Section 1355.5, (b) to clarify ambiguous provisions contained herein and/or (c) to correct any typographical errors, omissions or redundancies;

18.1.7 In addition to the foregoing, any amendment or modification of the Articles hereof entitled "Covenant for Maintenance Assessments," "Nonpayment of Assessments," "Architectural Control," "Repair and Maintenance," "Destruction of Improvements" and "Eminent Domain" shall additionally require the prior written approval of not less than sixty-seven percent (67%) of a quorum of the Class A Members;

18.1.8 An amendment or modification that requires the vote and written assent of the Members as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment or modification has been approved as hereinabove provided, and when Recorded in the Official Records. The notarized signature of the Members shall not be required to effectuate an amendment of this Declaration;

18.1.9 Notwithstanding the foregoing, any provisions of this Declaration, or the Articles, Bylaws or Association Rules which expressly requires the approval of a specified percentage of the voting power of the Association for action to be taken under said provision can be amended only with the affirmative vote or written assent of not less than the same percentage of the voting power of the Association; and

18.1.10 The Association, or any Owner, may petition the County superior court for an order reducing the percentage of the affirmative votes necessary to amend this Declaration. The petition shall describe the effort that has been made to solicit approval of the Association members in the manner provided in this Declaration. The Petition shall also describe the number of affirmative and negative votes actually received, the percentage of affirmative votes required to effect the amendment in accordance with this Declaration, and other matters the petitioner considers relevant to the court's determination. The petition shall also contain as exhibits thereto, copies of all of the following: (1) the governing documents, (2) a complete text of the amendment, (3) copies of solicitation and notice materials utilized in the solicitation of owner approvals, (4) a short explanation of the reason for the amendment, and (5) any other documentation relevant to the court's determination.

ARTICLE XIX
CIVIL CODE SECTIONS 910-938; REPAIR ISSUES

19.1 Election To Opt Out Of Civil Code Sections 910-938. It is Declarant's intent that the Common Area, the Lots, and the Improvements be built in compliance with all applicable building codes and ordinances and that they be of a quality that is consistent with good construction practices for product of this type. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect in construction exists and Declarant's responsibility therefor. Declarant has elected not to engage in, follow, nor be bound by, the portions of the Right to Repair Act set forth in California Civil Code Sections 910-938. Rather, the alternative non-adversarial procedures set forth in this Section shall apply to and bind all Owners, the Association, and the Board. It is Declarant's intent to resolve all disputes and claims regarding any "Repair Issue" (as defined below) in any portion of the Common Area, any Lot, and any Improvement, amicably, and without the necessity of time consuming and costly litigation. Accordingly, the Association, the Board and all Owners shall be bound by the following claim resolution procedure:

19.2 Declarant's Right to Cure Repair Issues. If the Association, Board, or any Owner(s) (collectively, "**Claimant**") claim, contend or allege that any portion of the Common Area, any Lot, and/or any Improvement requires repair or that Declarant or any of its agents, employees, consultants, contractors or subcontractors (collectively, "**Declarant's Agents**") was responsible for the need to make any such repair (collectively, a "**Repair Issue**"), Declarant is hereby granted the irrevocable right to inspect, repair and/or replace any such Improvement as set forth herein; *provided, however*, nothing herein is intended nor shall be applied to create any obligation on Declarant to inspect, repair or replace any Improvement.

19.2.1 Notice to Declarant. In the event that a Claimant discovers any condition which Claimant believes to be a Repair Issue, Claimant shall, within sixty (60) days of discovery of such condition, notify Declarant, in writing, at such address at which Declarant maintains its principal place of business, of the specific nature of such Repair Issue and such other matters as required by applicable law ("**Notice of Repair Issue**"). Such notice shall include: (i) a description of the Repair Issue, (ii) the date upon which the Repair Issue was discovered, and (iii) dates and times when the Claimant will be available during ordinary business hours so that service calls or inspections by Declarant can be scheduled.

19.2.2 Right to Enter, Inspect, Repair, and/or Replace. Within a reasonable time after the receipt by Declarant of a Notice of Repair Issue or the independent discovery of any Repair Issue by Declarant, Declarant shall have the irrevocable right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, the Common Area, any Lot, and/or any Improvement for the purposes of inspecting and, if deemed necessary by Declarant, repairing and/or replacing any Improvement which is the subject of the Repair Issue. In conducting such inspection, repairs and/or replacement Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances. If Claimant fails to cooperate to arrange a mutually-convenient date and time for inspection, or fails to permit Declarant or its agent access to perform its inspection, the time for performance for Declarant or its agent to complete the inspection and/or to take any further action hereunder shall be extended until Claimant complies, but in no event shall such Claimant's actions toll any applicable statutes of limitations nor shall Claimant have any right to seek any other rights or remedies unless Claimant complies with all the requirements hereof.

19.3 Nature of Repairs. With respect to any Repair Issue which Declarant elects to repair, such repair shall be completed in conformance with industry standards, subject to applicable laws and regulations, including the time necessary to obtain any applicable building or other permits, and subject to unavoidable delays, including, without limitation, inclement weather, earthquake, flood, other acts of God, war, terrorism, unavailability of parts or materials, labor shortages, strikes, riots, insurrection, or other similar matters. Under no circumstances shall Declarant or any of Declarant's Agents be obligated to improve any Improvements beyond the original standard set forth in applicable building codes in effect at the time of original construction. For example, if a painted interior wall is exhibiting abnormal cracking, the industry standard and customary repair is to properly patch and repaint the wall in its original color. It is not industry standard to remove and replace all existing sheetrock and then repaint the entire room. Each Owner, by acceptance of a deed to a Unit acknowledges, understands and agrees that no Owner nor the Board nor the Association has any rights to recover any damages or expenses circumstantially or otherwise related to any Repair Issue, including, without limitation,

expenses incurred due to inconvenience or unpleasantness relating to the Repair Issue, lost business income as a result of nuisance, delays or disruptions, or any similar costs or expenses.

19.4 Water Intrusion. Notwithstanding any other provision in this Declaration to the contrary in the event that there shall be intrusion of water into any residence or Common Area Improvement (including, without limitation, as a result of any roof, window, siding or other leaks (including, without limitation, plumbing leaks), and which leak constitutes a Repair Issue), the owner of the affected Improvements (including the Association) shall be obligated to immediately notify Declarant of such event, and the Owner shall take all necessary and appropriate action to stop any such water intrusion. Declarant shall thereafter have all of the rights afforded Declarant to inspect the condition, including the right to assess the likelihood of mold or mildew, and to offer recommendations for mitigation of mold or mildew. Each Owner and the Association shall be obligated to take all reasonable steps to mitigate any possible spread or accumulation of mold or mildew. Nothing herein shall obligate Declarant to take any corrective action, nor shall any rights of Declarant under this subsection constitute an admission or acknowledgment that any causes of any water intrusion are the result of defective construction. Failure of any Owner or Association to timely notify Declarant of any such water intrusion shall be cause to deny future claims against Declarant relating thereto, which claims could have been mitigated had earlier action been taken.

19.5 No Additional Obligations; Irrevocability and Waiver of Right. Nothing set forth in this Section shall be construed to impose any obligation on Declarant to inspect, repair or replace any item or Repair Issues for which Declarant is not otherwise obligated to do under applicable law or any "Warranty" (as hereinafter defined) provided by Declarant in connection with the sale of the Lots and/or the Improvements constructed thereon. The right of Declarant to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and Recorded by Declarant.

19.6 Relinquishment of Control. Notwithstanding any other provision in this Declaration to the contrary (including, without limitation, any provision which expressly or implicitly provides Declarant with control over the Association decisions for any period of time), Declarant hereby relinquishes control over the Association's ability to decide whether to initiate any claim against Declarant with respect to any Repair Issues in any Common Areas. The decision to initiate any such claims for Repair Issues in any Common Areas shall, instead, rest with the majority of the Owners of Lots other than Declarant.

19.7 Manufactured Products. Each Owner, by acceptance of a deed to a Lot, acknowledges and understands that:

(a) There are certain appliances and other equipment included in or exclusively benefiting the Owner's Lot which are manufactured by third parties (e.g., the dishwasher, heating, ventilation and air conditioning equipment, etc.) ("**Manufactured Products**");

(b) The only warranties for such Manufactured Products are those provided by the manufacturer; and

(c) The Owner shall be responsible for activating specific manufacturer's warranties, including, without limitation, by completing and submitting to the applicable manufacturers any registration cards included with the manufacturer's materials.

19.8 Preventative Maintenance Requirements. Declarant, the Association, or any manufacturer of any Manufactured Product(s) shall have the right to provide each Owner and the Association with maintenance obligations, schedules, and/or practices (collectively, the "**Maintenance Requirements**"). Each Owner shall be responsible to properly maintain such Owner's Lot (including all Manufactured Products therein) in accordance with the requirements of this Declaration, the Landscape Plans and Guidelines and/or the Maintenance Requirements in accordance with California Civil Code Section 907. The Association shall be responsible to properly maintain all Common Areas in accordance with the requirements of this Declaration, the Landscape Plans and Guidelines and/or the Maintenance Requirements in accordance with California Civil Code Section 907. Each Owner, by acceptance of a deed to a Lot, acknowledges that such Maintenance Requirements may be set forth in a warranty and/or any homeowner's manual, operating instructions, and/or other owner's manual(s) provided by Declarant, the Association and/or any manufacturer(s) of any Manufactured Product(s).

19.9 Warranty. Notwithstanding the foregoing, it is recognized that Declarant, as part of the conveyance of Lots to Owners or Common Areas to the Association, may include an express limited warranty ("**Warranty**"). Nothing herein is intended, nor shall be applied to limit a recipient party's right to enforce the terms of any such Warranty. Conversely, each Owner and the Association shall be required to act under and exhaust their rights and obligations pursuant to the terms of any such Warranty prior to initiating any action against Declarant under the foregoing provisions of this Section. Such failure to act under an applicable Warranty shall be grounds for dismissal of any action filed against Declarant.

19.10 Similar Requirements of Civil Code Section 1375. California Civil Code Section 1375 sets forth a process which must be followed by homeowners' associations prior to filing complaints for damages against persons such as Declarant with respect to design and/or construction of common interest developments. Such process includes requirements to provide various notices and time to respond. To the extent that (i) the provisions hereunder are enforced by the Association, (ii) the provisions hereunder are substantially similar to such provisions in Section 1375 of the California Civil Code, and (iii) an action is subsequently commenced under Section 1375 of the California Civil Code, the Association shall be excused from performing the substantially similar requirements under Section 1375 of the California Civil Code.

19.11 No Affect on Code of Civil Procedure Section 411.35. California Code of Civil Procedure Section 411.35 requires that before claims for professional negligence may be filed against certain design professionals (e.g., architects, engineers or land surveyors), the claimant's attorney must provide certification that (i) it has reviewed the applicable facts, consulted with experts, and concluded that there is a reasonable and meritorious cause for filing an action, or (ii) the attorney was unable to so consult with such experts (a) despite making at least three (3) good faith attempts, or (b) because of pending expiration of the applicable statute of limitations for filing of the claim. Nothing herein shall be interpreted to eliminate or abrogate the requirement to comply with Section 411.35 of the Code of Civil Procedure or to affect the liability of design

professionals, including architects and architectural firms, for matters not covered by California Civil Code Section 895 *et seq.*

ARTICLE XX
JUDICIAL REFERENCE OF DISPUTES AND WAIVER OF JURY TRIAL

20.1 JUDICIAL REFERENCE. ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES (EACH A “**DISPUTE**”) BY OR BETWEEN OR AMONG THE ASSOCIATION, ANY OWNER OR OWNERS, AND/OR DECLARANT OR ITS AGENTS, EMPLOYEES, CONSULTANTS, CONTRACTORS OR SUBCONTRACTORS ARISING FROM OR RELATED TO THIS DECLARATION, THE COMMON AREAS, ANY LOT, ANY DWELLING, THE SALE OF ANY LOT OR DWELLING, OR ANY TRANSACTION RELATED HERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE, OR EQUITY SHALL BE HEARD AND DETERMINED BY A REFEREE AS PROVIDED BY THE CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 TO 645.1. THE VENUE OF ANY PROCEEDING SHALL BE IN SANTA BARBARA COUNTY, CALIFORNIA (UNLESS CHANGED BY ORDER OF THE REFEREE). JUDICIAL REFERENCE INCLUDES THE WAIVER OF THE RIGHT TO A TRIAL BY JURY. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT ANY WARRANTY OR OTHER AGREEMENT APPLICABLE TO THE DISPUTE CONTAINS A DISPUTE RESOLUTION PROVISION WHICH IS INCONSISTENT WITH THIS ARTICLE THE DISPUTE RESOLUTION PROVISION IN THE WARRANTY OR OTHER APPLICABLE AGREEMENT SHALL CONTROL.

20.1.1 PROCEDURE FOR APPOINTMENT. THE PARTY SEEKING TO RESOLVE THE DISPUTE SHALL FILE IN COURT AND SERVE ON THE OTHER PARTY A COMPLAINT DESCRIBING THE MATTERS IN DISPUTE. SERVICE OF THE COMPLAINT SHALL BE AS PRESCRIBED BY LAW OR AS OTHERWISE PROVIDED IN THIS AGREEMENT. AT ANY TIME AFTER SERVICE OF THE COMPLAINT, ANY PARTY MAY REQUEST THE DESIGNATION OF A REFEREE TO TRY THE DISPUTE. THEREAFTER THE PARTIES SHALL USE THEIR BEST EFFORTS TO AGREE UPON THE SELECTION OF A REFEREE. IF THE PARTIES ARE UNABLE TO AGREE UPON A REFEREE WITHIN TEN (10) DAYS AFTER A WRITTEN REQUEST TO DO SO BY ANY PARTY, THEN ANY PARTY MAY PETITION THE PRESIDING JUDGE OF THE SUPERIOR COURT IN WHICH THE ACTION IS FILED OR THE SUPERIOR COURT JUDGE TO WHOM THE MATTER HAS BEEN ASSIGNED (THE “**JUDGE**”) TO APPOINT A REFEREE. FOR THE GUIDANCE OF THE JUDGE MAKING THE APPOINTMENT OF THE REFEREE, THE PARTIES AGREE THAT THE PERSON SO APPOINTED SHALL BE A RETIRED JUDGE OR A LAWYER EXPERIENCED IN THE SUBJECT MATTER OF THE DISPUTE.

20.1.2 DECISION AND JURISDICTION OF REFEREE. THE REFEREE SHALL DECIDE ALL ISSUES OF FACT AND LAW SUBMITTED BY THE PARTIES FOR DECISION IN THE SAME MANNER AS REQUIRED FOR A TRIAL BY COURT, INCLUDING ALL LAW AND MOTION MATTERS, EX PARTE MATTERS AND DISCOVERY DISPUTES. THE REFEREE SHALL TRY AND DECIDE THE DISPUTE ACCORDING TO ALL OF THE SUBSTANTIVE, EVIDENTIARY AND PROCEDURAL

LAW OF THE STATE OF CALIFORNIA. WHEN THE REFEREE HAS DECIDED THE DISPUTE, THE REFEREE SHALL PREPARE A REASONED STATEMENT OF DECISION AND JUDGMENT. THE JUDGMENT ENTERED BY THE SUPERIOR COURT SHALL BE APPEALABLE IN THE SAME MANNER AS ANY OTHER JUDGMENT.

20.1.3 DISCOVERY. DISCOVERY SHALL BE ALLOWED AND CONDUCTED UNDER THE SUPERVISION OF THE REFEREE PURSUANT TO THE PROVISIONS OF THE CALIFORNIA CODE OF CIVIL PROCEDURE AND THE CALIFORNIA RULES OF COURT.

20.1.4 A STENOGRAPHIC RECORD OF THE TRIAL AND OTHER PROCEEDINGS IS TO BE MADE, BUT WILL BE CONFIDENTIAL EXCEPT AS NECESSARY FOR POST-HEARING MOTIONS AND APPEALS.

20.2 COOPERATION. THE PARTIES SHALL DILIGENTLY COOPERATE WITH ONE ANOTHER AND THE REFEREE TO RESOLVE THE DISPUTE AND SHALL PERFORM SUCH ACTS AS MAY BE NECESSARY TO OBTAIN A PROMPT AND EXPEDITIOUS RESOLUTION OF THE DISPUTE.

20.3 ALLOCATION OF COSTS. THE COSTS OF THE PROCEEDING SHALL INITIALLY BE BORNE EQUALLY BY THE PARTIES TO THE DISPUTE, BUT THE PREVAILING PARTY IN THE PROCEEDING SHALL BE ENTITLED TO RECOVER, IN ADDITION TO ANY OTHER FEES OR COSTS ALLOWED BY THIS AGREEMENT, ITS CONTRIBUTION FOR THE REASONABLE COSTS OF THE REFEREE AS AN ITEM OF RECOVERABLE COSTS. IF EITHER PARTY REFUSES TO PAY SUCH PARTY'S SHARE OF THE COSTS OF THE PROCEEDING AT THE TIME REQUIRED, THE OTHER PARTY MAY DO SO IN WHICH EVENT THAT PARTY WILL BE ENTITLED TO RECOVER (OR OFFSET) THE AMOUNT ADVANCED. NOTWITHSTANDING THE FOREGOING, IF DECLARANT IS A PARTY TO THE REFERENCE, THE FEES TO INITIATE THE REFERENCE SHALL BE ADVANCED BY DECLARANT, AND SUBSEQUENT FEES AND COSTS OF THE REFERENCE AND/OR THE REFEREE SHALL BE BORNE EQUALLY BY THE PARTIES TO THE REFERENCE; *PROVIDED, HOWEVER*, THE FEES AND ANY OTHER FEES AND COSTS OF THE REFERENCE AND/OR THE REFEREE SHALL ULTIMATELY BE BORNE AS DETERMINED BY THE REFEREE.

20.4 Limitation on Expenditures/Notice to Members. The Association shall not incur litigation and/or judicial reference expenses, including, without limitation, attorneys' fees, where the Association initiates legal proceedings or is joined as a plaintiff in legal proceedings without the approval of a majority of the voting power of the Association, excluding the voting power of any Owner who would be a defendant in such proceedings. Such approval shall not be necessary if the legal proceedings are initiated to (i) enforce the use restrictions contained in Article XI hereof, (ii) enforce the architectural control provisions contained in Article V hereof, or (iii) collect any unpaid assessments levied pursuant to this Declaration. The Association must provide written notice to all of its Members of its intent to pursue any legal action, cause of action, proceeding, or judicial reference against Declarant or Declarant's Agents. The foregoing notice shall (at a minimum) include (1) a description of the Repair Issue, (2) a description of the attempts of Declarant to correct such Repair Issue and the opportunities provided to Declarant to

correct such Repair Issue, (3) a certification from an engineer licensed in the State of California that such Repair Issue exists along with a description of the scope of work necessary to cure such Repair Issue and a resume of such engineer, (4) for geologic claims, a certification from a geologist licensed in the State of California that such Repair Issue exists along with a description of the scope of work necessary to cure such Repair Issue and a resume of such geologist, (5) the estimated cost to repair such Repair Issue, (6) the name and professional background of the attorney retained by the Association, as applicable, to pursue the claim against Declarant and a description of the relationship between such attorney and (i) any members of the Board, and (ii) any geologists, engineers or other consultants used to evaluate the Repair Issue (if any), (7) a description of the fee arrangement between such attorney and the Association, (8) the estimated attorneys' fees and expert fees and costs necessary to pursue the claim against Declarant and the source of the funds which will be used to pay such fees and expenses, (9) the estimated time necessary to conclude the action against Declarant, and (10) an affirmative statement from the Board, as applicable, that the action is in the best interests of the Association and its Members. The failure to provide the foregoing notice shall not prejudice any lawsuits filed by the Association.

20.5 Use of Proceeds. In the event a Claimant initiates any legal action, cause of action, proceeding, or judicial reference against Declarant, any of Declarant's Agents alleging damages (1) for the costs of repair or replacement of all or any portion of the Development, including any Repair Issue, (2) for the diminution in value of any real or personal property resulting from such Repair Issue, or (3) for any consequential damages resulting from such Repair Issue, any judgment or award in connection therewith shall first be used to correct and or repair such Repair Issue or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Repair Issue. In the event the Association recovers any funds from Declarant (or any other person or entity) to repair an Repair Issue, any excess funds remaining after repair of such Repair Issue shall be paid into the Association's reserve fund as applicable.

ARTICLE XXI **ANNUAL INSPECTION**

21.1 Duty to Inspect. It shall be the duty of the Board to have the Common Areas inspected at least once each year.

21.2 Purpose of Inspection. The purpose of the inspection shall be to (i) determine whether the Common Areas are being maintained adequately in accordance with the standards of maintenance established in Sections 6.2 and 7.1 hereof, (ii) identify the condition of the Common Areas and any Improvements thereon including the existence of any hazards or defects, and the need for performing additional maintenance, refurbishment, replacement, or repair, and (iii) recommend preventive actions which may be taken to reduce potential maintenance costs to be incurred in the future.

21.3 Scope of Inspection. All of the Common Areas and Improvements thereon including, but not limited to, the exterior and structural integrity of all structures, gates, walls, walkways, irrigation systems, landscaping, and drainage devices shall be inspected.

21.4 Experts and Consultants. The Board may employ such experts and consultants as are necessary to perform the inspection and make the report required by this Article.

21.5 Report to Owners. The Board shall have a report of the results of the inspection of the Common Areas required by this Article prepared. The report shall be furnished to Owners within the time set forth for furnishing Owners with the budget described in California Civil Code Section 1365.5. The report shall, at a minimum, include the following:

- (a) a description of the condition of the Common Areas, including a list of items inspected, and the status of maintenance, repair and need for replacement of all such items;
- (b) a description of all maintenance, repair and replacement planned for the ensuing fiscal year and included in the DRE Approved Budget;
- (c) if any maintenance, repair or replacement is to be deferred, the reason for such deferral;
- (d) a summary of all reports of inspections performed by any expert or consultant employed by the Board to perform inspections;
- (e) a report of the status of compliance with the maintenance, replacement and repair needs set forth in the inspection report for preceding years; and
- (f) such other matters as the Board deems appropriate.

ARTICLE XXII
DECLARANT RIGHTS

22.1 Power of Attorney. Each Owner (including the Association), by accepting a deed to any Lot, shall be deemed to have constituted and irrevocably appointed, for such Owner and each of such Owner's Mortgagees, optionees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, for a period of ten (10) years from the date of the recording of this Declaration, Declarant as such Owner's Attorney-in-Fact and thereby to have conveyed a Power of Attorney coupled with an interest to Declarant as such Owner's Attorney-in-Fact to do the following:

- (a) To (i) form and establish any District(s), and (ii) consent by vote or any other means to the formation, establishment, and/or operation of any such District(s) for the acquisition, maintenance, repair and/or ownership of all or any portion of the Common Areas.
- (b) To take the following actions with respect to such District(s):
 - (i) The adoption of additional purposes or powers for such District(s);

(ii) The designation and/or redesignation of members of the Board of Directors of such District(s) upon such an office becoming vacant and an increase in the number of members of said Board of Directors;

(iii) The incurring of bonded indebtedness by the District(s) (subject to maximum limitations imposed by any lender), including, without limitation, the type of bonds, amount of bonded indebtedness, area of property taxed to repay such bonded indebtedness, and the issuance of new bonds to refund any or all outstanding District bonds;

(iv) The formation of improvement districts within such District(s) and the issuance of improvement bonds therefor;

(v) Any annexation of territory to, or exclusion of territory from, an established improvement district within such District(s) where confirmation is required;

(vi) The establishment and determination of water standby or availability assessments, and delinquency charges for non-payment of such assessments or charges; and

(vii) The establishment and determination of zones within such District(s) of varying benefit (subject to maximum limitations imposed by any lender), including the establishment of different levels of taxation for properties within such zones, the issuance of bonded indebtedness on behalf of such zones, and the annexation to or exclusion from such zones of territories within such District(s).

(c) To (i) convey or cause the conveyance of any Common Areas (including any Common Areas previously conveyed to the Association) to a District, (ii) negotiate for the option, sale, lease, transfer, or other disposition of all or any portion of any Common Areas, (iii) consummate agreements and execute and acknowledge any and all other documentation necessary or convenient to effect such transfer of disposition, (v) add and/or modify any reserved rights, easements, and/or other interests affecting any conveyed Common Areas, and (v) receive and retain any and all direct and/or indirect consideration for such Common Areas.

(d) To prepare or cause to be prepared, execute, acknowledge, file or cause to be filed for approval and file or record or cause to be filed or recorded any map, certificate or record of survey or amendment to an existing map, certificate or record of survey required or permitted by the provisions of the Subdivision Map Act of the State of California in effect on the date of recordation of this Declaration and as thereafter amended and any ordinances, rules and regulations of any governmental entities and authorities having jurisdiction over the Development in effect on the date of recordation of this Declaration and as thereafter enacted or amended, or which may be required or permitted by any title insurer and in connection therewith, to perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any federal, state and local governmental entities and authorities; to appear before any such governmental entities and authorities; and execute, acknowledge and deliver any improvement agreements and bonds and post deposits securing the performance of any such conditions and obligations.

(e) To prepare or cause to be prepared, execute, acknowledge and file or cause to be filed for approval, any application for zoning or setback changes or variance or special use permits or any other permits and/or reports required or permitted by laws of the State of California in effect on the date of recordation of this Declaration and as thereafter enacted or amended and any ordinances, rules and regulations of any governmental entities and authorities having jurisdiction over the Development in effect on the date of recordation of this Declaration and as thereafter enacted or amended and, in connection therewith, to perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any federal, state and local governmental entities and authorities; to appear before any such governmental entities and authorities; and to execute and deliver any improvement agreements and bonds and post deposits securing the performance of any such conditions and obligations.

(f) To make application for any property reports or public reports or amendments thereto or exceptions from the requirements therefor required or permitted in order to comply with federal and state statutes, rules and regulations relating to the sale, lease, transfer or other disposition of subdivided lands to the public and, in connection therewith, to perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any federal, state and local governmental entities and authorities; to appear before any such governmental entities and authorities; and to execute and deliver any agreements and bonds securing the performance of the obligations contained therein.

(g) To deliver any public reports or property reports, or amendments thereto, obtain receipts and offer and administer rescission rights required by law.

(h) To prepare or cause to be prepared, execute, acknowledge, file or cause to be filed for approval, any registration or any application for any permit, approval, exemption, ruling or entitlement required or permitted pursuant to any law or regulation in effect as of the date of the recording of this Declaration and as thereafter enacted or amended by any federal, state and local governmental entities and authorities, and in connection therewith to perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by such governmental body and by any such laws and regulations; to appear before any such governmental bodies and to execute and deliver any agreement and bonds and post-deposits securing the performance of any such conditions and obligations; and do all other things now or hereafter permitted or required by any such governmental body and any such laws and regulations.

(i) To prepare or cause to be prepared, execute, acknowledge and Record or cause to be Recorded any deeds, waivers, releases, reconveyances or other documentation which may be permitted or required to clear title to any Lots in the Development.

(j) To prepare or cause to be prepared, execute, acknowledge and Record or cause to be Recorded any deeds, waivers, releases, reconveyances or other documentation which may be permitted or required to clear title to any property conveyed as provided herein, including, without limitation, to correct any errors or omissions in any deed or other instrument the purpose of which is to convey property as Common Area to the Association, or as District Areas to any District.

(k) To do any and all things necessary or desirable under the circumstances to effect and accomplish the purposes of this Article.


22.2 Mortgage Interests to Take Subject to Power of Attorney. The acceptance or creation of any Mortgage whether voluntarily or involuntarily, and whether or not created in good faith and whether or not given for value, shall be deemed to be accepted and/or created subject to each of the terms and conditions of the Power of Attorney described in this Article.

22.3 Power of Attorney Binding on Successors in Interest. Each and all Owners and each of their respective mortgagees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, shall be deemed to have expressly agreed, assented and consented to each and all of the provisions of this Declaration and shall be deemed to have constituted and irrevocably appointed Declarant as such Owners' Attorney-in-Fact to carry out the powers described herein, and such Power of Attorney shall be deemed to continue to be coupled with an interest.

22.4 Assignment of Powers. Declarant shall have the right, without obligation, to assign to other third parties the non-exclusive rights to use all or any of the powers and privileges granted to Declarant hereunder. Such assignment shall be in writing, and may be on such terms and conditions as Declarant determines as to the powers and privileges assigned, their duration, and any other limitations on their use. In any event, no such assignment shall prevent Declarant from exercising any such powers or assigning such powers to third parties.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first hereinabove written.

GOLETA INVESTMENT PARTNERS, LLC, a
California limited liability company

By: 
Robert W. Comstock, President

STATE OF CALIFORNIA

)

) ss:

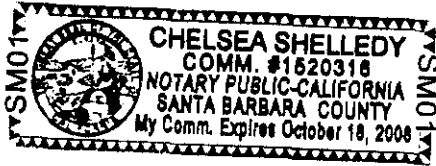
COUNTY OF Santa Barbara

)

On September 1, 2005 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert W. Comstock, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Chelsea Shelledy
Notary Public



EXHIBITS

- Exhibit "A" – Legal Description of Initial Property
- Exhibit "B" – Annexation Property
- Exhibit "C" – *Depiction of Common Areas*
- Exhibit "D" – Association Community Walls and Fencing
- Exhibit "E" – Flood Control Facilities
- Exhibit "F" – Description of Pedestrian Access Easement Areas
- Exhibit "F-1" – Depiction of Pedestrian Access Easement Areas
- Exhibit "G" – Description of Bicycle Access Easement Areas
- Exhibit "G-1" – Depiction of Bicycle Access Easement Areas
- Exhibit "H" – Landscape Plans and Guidelines
- Exhibit "I" – City Conditions of Approval
- Exhibit "I-1" – Coastal Commission Conditions of Approval
- Exhibit "J" – Solid Waste Management Program
- Exhibit "K" – Natural Resource & Land Swap Information
- Exhibit "L" – Animal Waste Management Program
- Exhibit "M" – Restricted Fencing Areas
- Exhibit "N" – Architectural Plans
- Exhibit "O" – Final Map
- Exhibit "P" – *Grassland Restoration and Enhancement Program*
- Exhibit "Q" – Maintenance Portion of the Water Quality Management Plan

Exhibit "A"

Legal Description of Initial Property

Lots 1 through 5, inclusive and lots 13 through 17, inclusive, of the Final Map Tract No. 32008 as included in Exhibit "O" attached hereto.

Exhibit "B"

Annexation Property

Lots 6 through 12, inclusive, lots 18 through 63, inclusive, and lots 64, 66 and 68 of the Final Map Tract No. 32008 as included in Exhibit "O" attached hereto.

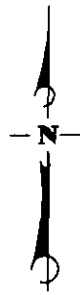
Exhibit "C"

Depiction of Common Areas

~~City of Fort~~

HOLLISTER AVENUE

NOTE:
COMMON AREA SHALL
EXCLUDE ALL DRIVEWAYS AND
WALKWAYS WHICH ARE NOT
SHOWN ON THIS PLAN.



SCALE IN FEET



COMMON AREA EXHIBIT

SHEET 1 OF 1

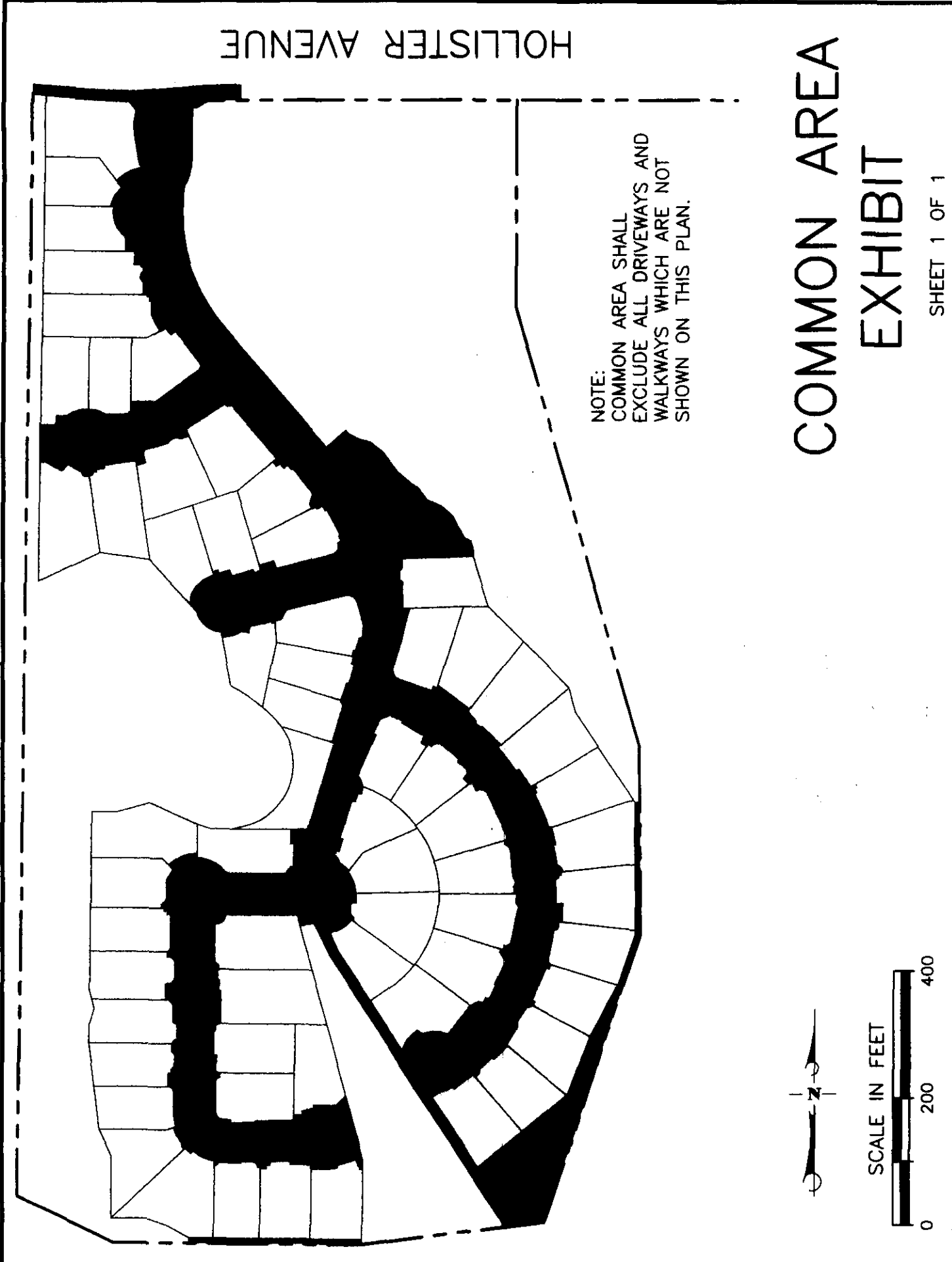


Exhibit "D"

Association Community Walls and Fencing

HOLLISTER AVENUE

COMMUNITY WALLS & FENCING EXHIBIT

SHEET 1 OF 1

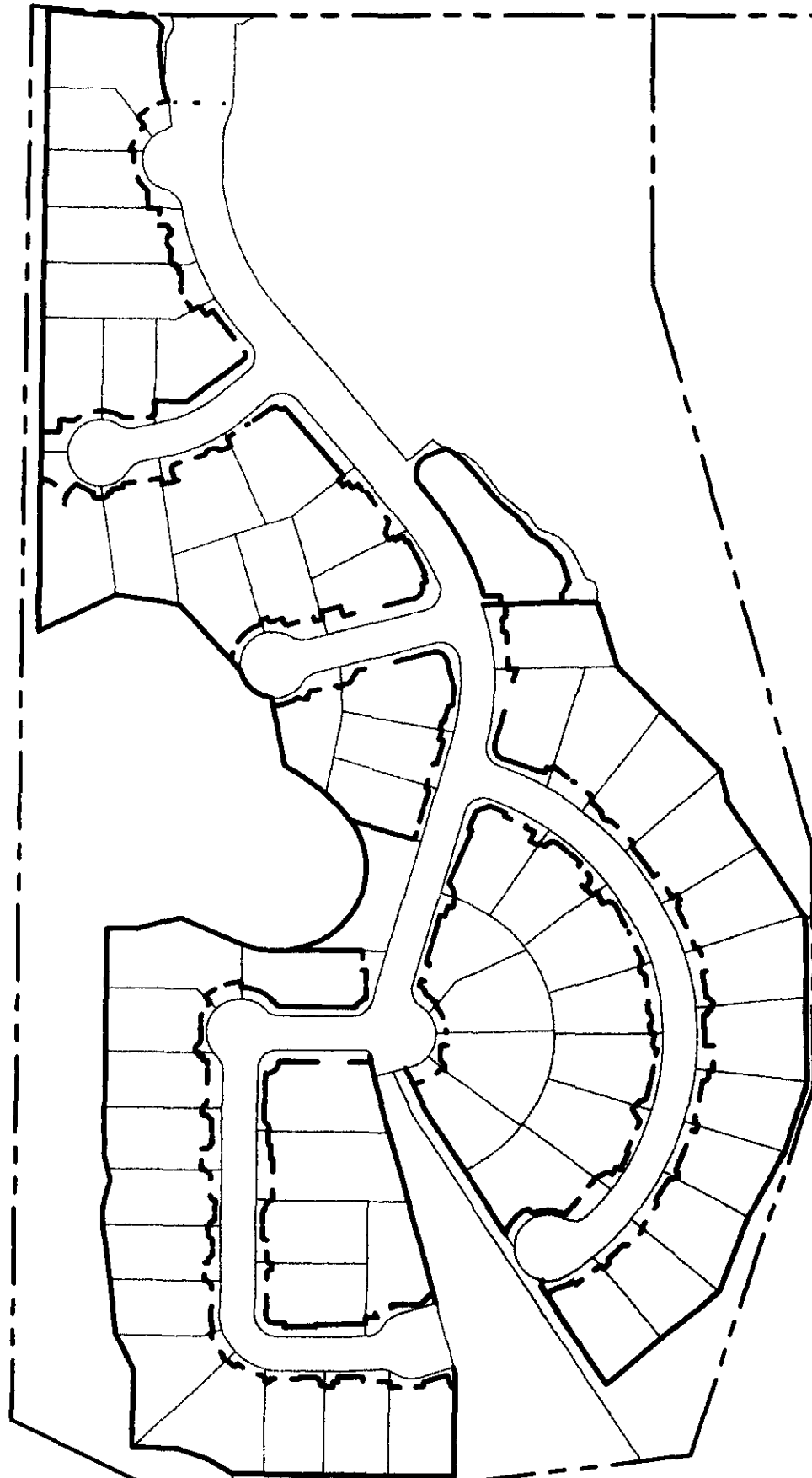


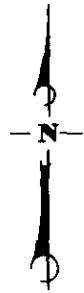
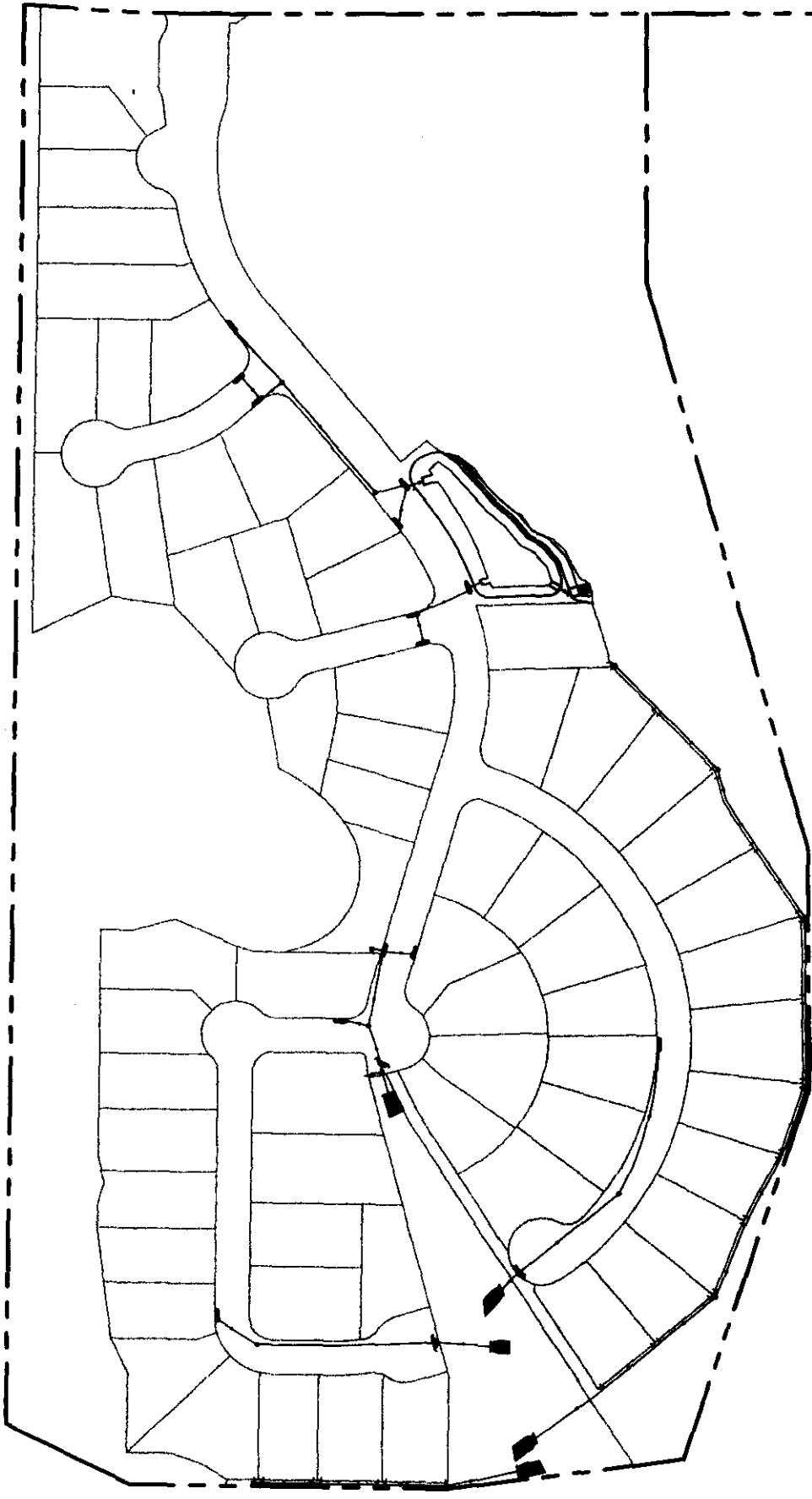
Exhibit "E"

Flood Control Facilities

HOLLISTER AVENUE

FLOOD CONTROL FACILITIES EXHIBIT

SHEET 1 OF 1



SCALE IN FEET



0917-00601

Exhibit "F"

Description of Pedestrian Access Easement Areas

**LEGAL DESCRIPTION
PUBLIC ACCESS EASEMENT
(PEDESTRIAN)**

That tract of real property in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel 1 as shown on Parcel Map No. 32,014 recorded in Book 58 at page 46 of Parcel Maps in the Office of the County Recorder of said County, more particularly described as follows:

Beginning at the northeast corner of said Parcel 1, thence South $89^{\circ} 52' 28''$ West, 537.88 feet to the beginning of a tangent curve concave to the north having a radius of 2057.85 feet, thence westerly along the arc of said curve through a central angle of $1^{\circ} 04' 36''$ an arc length of 38.67 feet to the True Point of Beginning of the parcel of land described herein as follows:

Thence 1st, South $00^{\circ} 41' 55''$ West, 12.03 feet to the beginning of a tangent curve concave to the northwest having a radius of 29.00 feet;

Thence 2nd, southerly along the arc of said curve through a central angle of $31^{\circ} 47' 18''$, an arc length of 16.09 feet, to the beginning of a reversing curve concave to the southeast having a radius of 31.00 feet;

Thence 3rd, southerly along the arc of said curve through a central angle of $31^{\circ} 47' 18''$, an arc length of 17.20 feet;

Thence 4th, South $00^{\circ} 41' 55''$ West, 40.00 feet to the beginning of a tangent curve concave to the northeast having a radius of 31.00 feet;

Thence 5th, southerly along the arc of said curve through a central angle of $25^{\circ} 09' 11''$, an arc length of 13.61 feet to the beginning of a reversing curve concave to the east having a radius of 29.00 feet;

Thence 6th, southerly along the arc of said curve through a central angle of $18^{\circ} 24' 08''$, an arc length of 9.31 feet;

Thence 7th, South $06^{\circ} 03' 08''$ East, 11.09 feet to the beginning of a tangent curve concave to the northwest having a radius of 24.00 feet;

Thence 8th, southerly along the arc of said curve through a central angle of $78^{\circ} 39' 33''$, an arc length of 32.95 feet to the beginning of a reversing curve concave to the east having a radius of 37.00 feet;

Thence 9th, southerly along the arc of said curve through a central angle of $150^{\circ} 15' 06''$ an arc length of 97.03 feet to the beginning of a reversing curve concave to the southwest having a radius of 25.00 feet;

- Thence 10th; southerly along the arc of said curve through a central angle of 68° 11' 49", an arc length of 29.76 feet to the beginning of a reversing curve concave to the northeast having a radius of 321.00 feet;
- Thence 11th; southerly along the arc of said curve through a central angle of 30° 42' 57", an arc length of 172.09 feet;
- Thence 12th, South 40° 09' 48" East, 300.43 feet to the beginning of a tangent curve concave to the southwest having a radius of 329.00 feet;
- Thence 13th, southerly along the arc of said curve through a central angle of 34° 12' 04", an arc length of 196.39 feet to the beginning of a compound curve concave to the west having a radius of 229.00 feet;
- Thence 14th, southerly along the arc of said curve through a central angle of 23° 04' 26", an arc length of 92.22 feet;
- Thence 15th, South 17° 06' 42" West, 315.49 feet to the beginning of a tangent curve concave to the east having a radius of 221.00 feet;
- Thence 16th, southerly along the arc of said curve through a central angle of 22° 34' 49", an arc length of 87.10 feet to the beginning of a non-tangent curve concave to the south, the radial center of which bears South 17° 20' 53" West, having a radius of 25.00 feet;
- Thence 17th, southeasterly along the arc of said curve through a central angle of 29° 32' 15", an arc length of 12.89 feet to the beginning of a reversing curve concave to the northwest having a radius of 40.00 feet;
- Thence 18th, easterly along the arc of said curve through a central angle of 48° 38' 13", an arc length of 33.96 feet;
- Thence 19th, South 25° 11' 47" East, 57.68 feet;
- Thence 20th, South 33° 09' 04" East, 204.55 feet to the beginning of a non-tangent curve concave to the northeast, the radial center of which bears South 89° 53' 57" East, having a radius of 41.00 feet;
- Thence 21st, southeasterly along the arc of said curve through a central angle of 78° 55' 43", an arc length of 56.48 feet;
- Thence 22nd, South 11° 10' 20" West, 8.07 feet;
- Thence 23rd, South 33° 09' 04" East, 252.43 feet;
- Thence 24th, South 82° 59' 07" West, 16.71 feet;

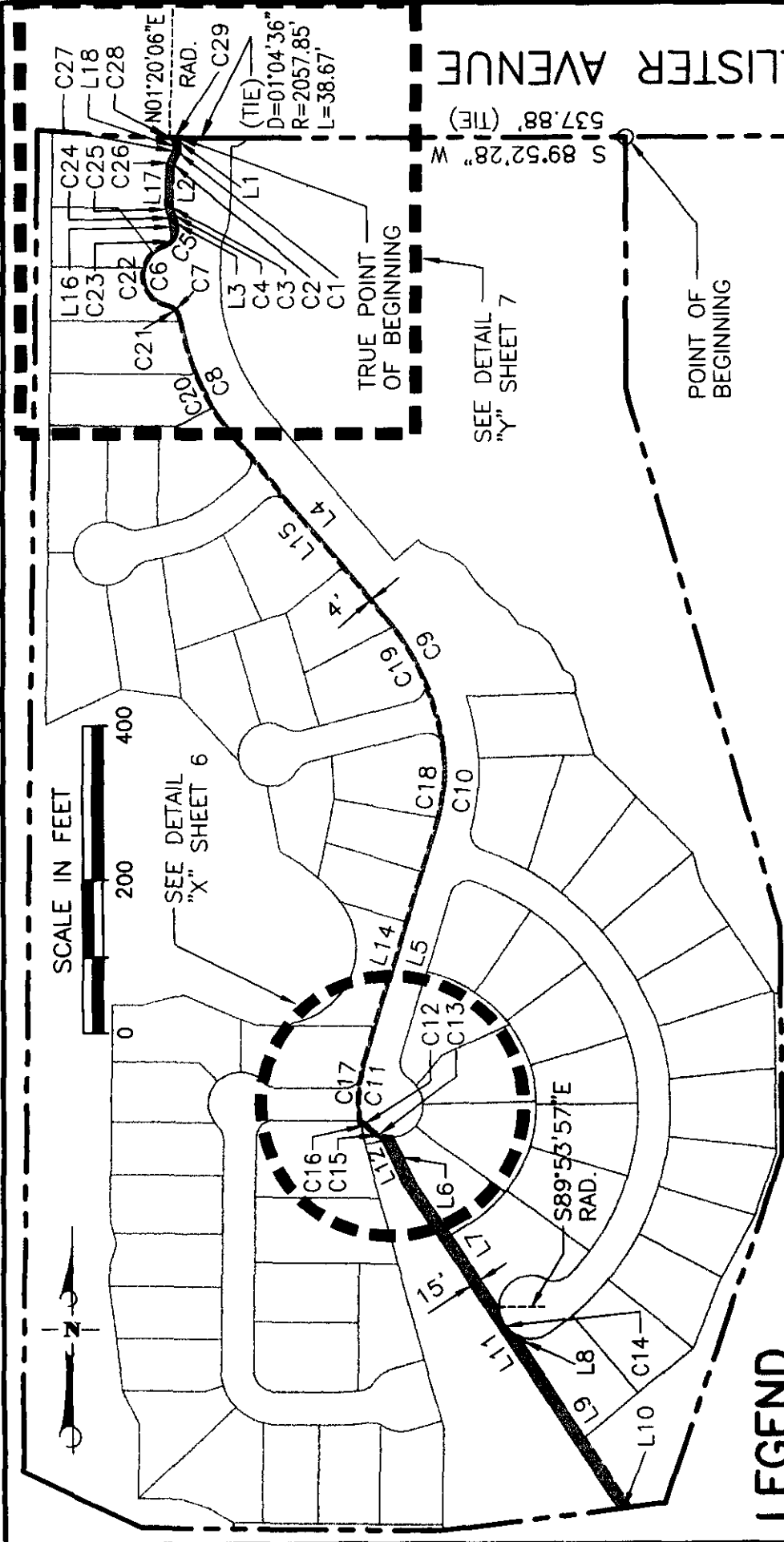
- Thence 25th, North 33° 09' 04" West, 508.25 feet;
- Thence 26th, North 25° 11' 47" West, 62.72 feet to the beginning of a non-tangent curve concave to the northeast, the radial center of which bears South 71° 48' 14" East, having a radius of 45.00 feet;
- Thence 27th, northwesterly along the arc of said curve through a central angle of 37° 15' 35", an arc length of 29.26 feet to the beginning of a reversing curve concave to the southwest having a radius of 20.00 feet;
- Thence 28th, westerly along the arc of said curve through a central angle of 35° 42' 41", an arc length of 12.47 feet to the beginning of a non-tangent curve concave to the east, the radial center which bears North 83° 32' 35" East, having a radius of 225.00 feet;
- Thence 29th, northerly along the arc of said curve through a central angle of 23° 34' 07", an arc length of 92.55 feet;
- Thence 30th, North 17° 06' 42" East, 315.49 feet to the beginning of a tangent curve concave to the west having a radius of 225.00 feet;
- Thence 31st, northerly along the arc of said curve through a central angle of 23° 04' 26", an arc length of 90.61 feet to the beginning of a compound curve concave to the southwest having a radius of 325.00 feet;
- Thence 32nd, northwesterly along the arc of said curve through a central angle of 34° 12' 04", an arc length of 194.00 feet;
- Thence 33rd, North 40° 09' 48" West, 300.43 feet to the beginning of a tangent curve concave to the northwest having a radius of 325.00 feet;
- Thence 34th, northerly along the arc of said curve through a central angle of 30° 49' 44", an arc length of 174.87 feet to the beginning of a reversing curve concave to the southwest having a radius of 20.00 feet;
- Thence 35th, northwesterly along the arc of said curve through a central angle of 68° 56' 43", an arc length of 24.07 feet to the beginning of a reversing curve concave to the east having a radius of 41.00 feet;
- Thence 36th, northerly along the arc of said curve through a central angle of 150° 53' 13", an arc length of 107.97 feet to the beginning of a reversing curve concave to the northwest having a radius of 20.00 feet;
- Thence 37th, northerly along the arc of said curve through a central angle of 37° 14' 59", an arc length of 13.00 feet;

- Thence 38th, North 06° 03' 08" West, 24.32 feet to the beginning of a tangent curve concave to the west having a radius of 20.00 feet;
- Thence 39th, northerly along the arc of said curve through a central angle of 18° 24' 08", an arc length of 6.42 feet to the beginning of a reversing curve concave to the east having a radius of 40.00 feet;
- Thence 40th, northerly along the arc of said curve through a central angle of 25° 09' 11", an arc length of 17.56 feet;
- Thence 41st, North 00° 41' 55" East, 40.00 feet to the beginning of a tangent curve concave to the east having a radius of 40.00 feet;
- Thence 42nd, northerly along the arc of said curve through a central angle of 31° 47' 18", an arc length of 22.19 feet to the beginning of a reversing curve concave to the west having a radius of 20.00 feet;
- Thence 43rd, northerly along the arc of said curve through a central angle of 31° 47' 18", an arc length of 11.10 feet;
- Thence 44th, North 00° 41' 55" East, 1.14 feet to the beginning of a tangent curve concave to the west having a radius of 15.00 feet;
- Thence 45th, northerly along the arc of said curve through a central angle of 47° 06' 32", an arc length of 12.33 feet to a point on the southerly line of Hollister Avenue, said point being also the beginning of a non-tangent curve concave to the north, the radial center of which bears North 01° 20' 06" East, having a radius of 2,057.85 feet;
- Thence 46th, easterly along the southerly line of Hollister Avenue and the arc of said curve through a central angle of 0° 23' 02", an arc length of 13.79 feet to the Point of True Beginning.




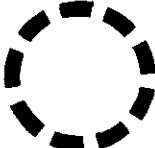
Exhibit "F-1"

Depiction of Pedestrian Access Easement Areas



LEGEND

 PUBLIC ACCESS EASEMENT (PEDESTRIAN)

 DETAIL "X" ON SHEET 6

 DETAIL "Y" ON SHEET 7



DATE SIGNED 6-1-05

PUBLIC ACCESS EASEMENT (PEDESTRIAN)

HOLLISTER AVENUE

S 89°52'28" W
537.88' (TIE)

TRUE POINT OF BEGINNING

SEE DETAIL "Y" SHEET 7

POINT OF BEGINNING

SCALE IN FEET

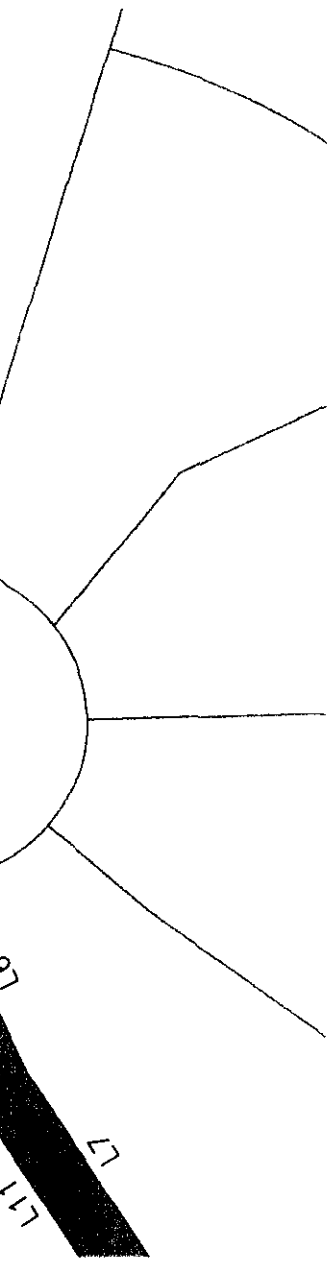


SEE DETAIL "X" SHEET 6

(TIE)
D=01°04'36"
R=2057.85'
L=38.67'

N01°20'06"E
RAD.

S89°53'57"E
RAD.

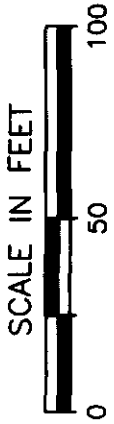


DETAIL "X"

SCALE: 1"=50'



Michael A. Caccese
 No. 20987
 EXPIRES 03-31-07

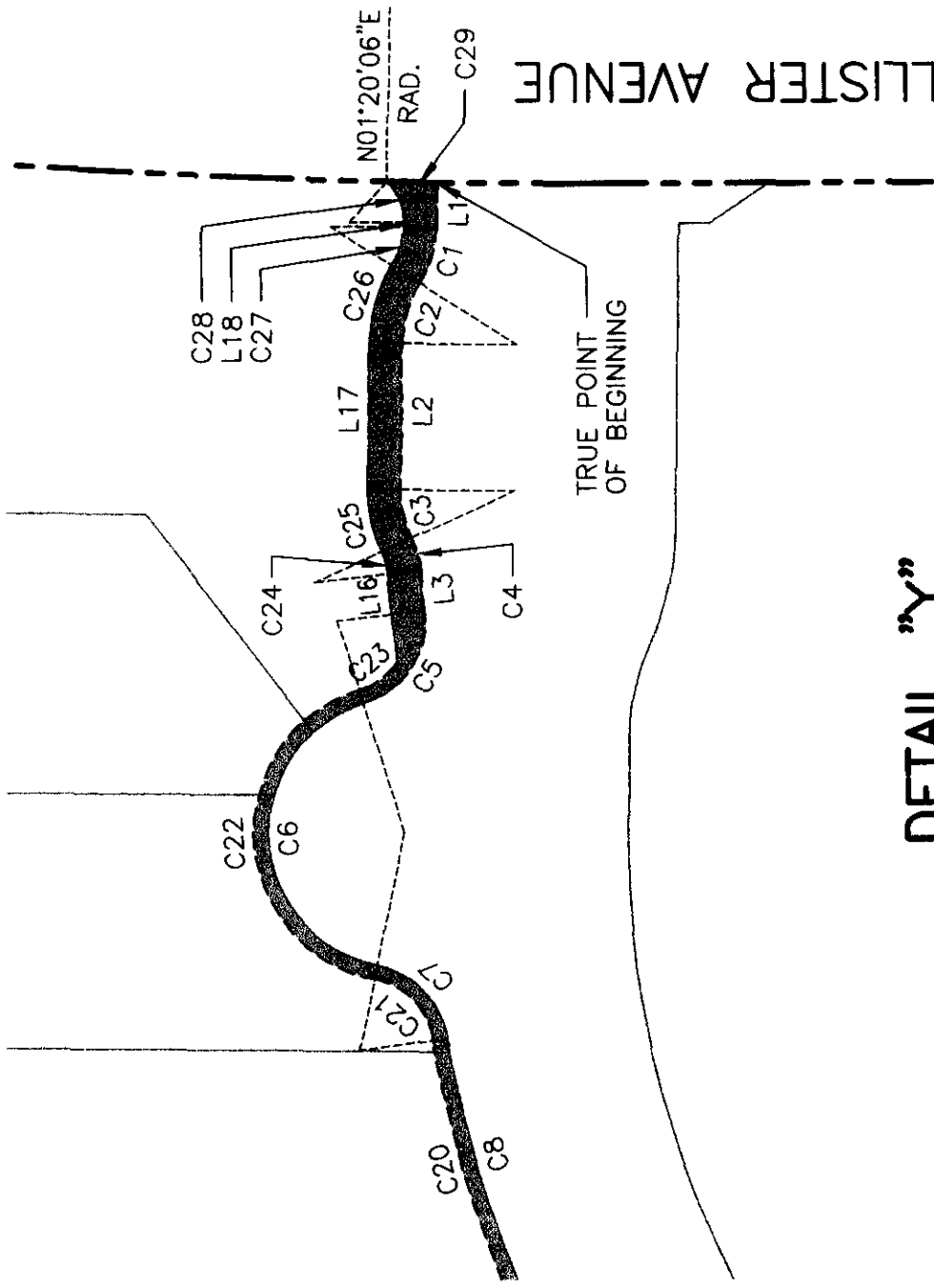


SCALE IN FEET

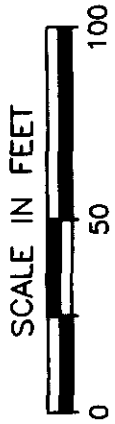
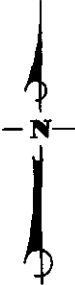
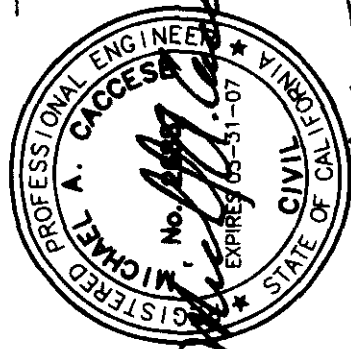
PUBLIC ACCESS EASEMENT (PEDESTRIAN)

DATE SIGNED 6-1-05

HOLLISTER AVENUE



DETAIL "Y"
SCALE: 1"=50'



PUBLIC ACCESS EASEMENT (PEDESTRIAN)

SHEET 7 OF 8

DATE SIGNED 6-1-05

0122PUB-ESMT-CITY.DWG 03/16/05 08:50:21 AM PDT

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	16.09	29.00	31°47'18"
C2	17.20	31.00	31°47'18"
C3	13.61	31.00	25°09'11"
C4	9.31	29.00	18°24'08"
C5	32.95	24.00	78°39'33"
C6	97.03	37.00	150°15'06"
C7	29.76	25.00	68°11'49"
C8	172.09	321.00	30°42'57"
C9	196.39	329.00	34°12'04"
C10	92.22	229.00	23°04'26"
C11	87.10	221.00	22°34'49"
C12	12.89	25.00	29°32'15"
C13	33.96	40.00	48°38'13"
C14	56.48	41.00	78°55'43"
C15	29.26	45.00	37°15'35"
C16	12.47	20.00	35°42'41"
C17	92.55	225.00	23°34'07"
C18	90.61	225.00	23°04'26"
C19	194.00	325.00	34°12'04"
C20	174.87	325.00	30°49'44"
C21	24.07	20.00	68°56'43"
C22	107.97	41.00	150°53'13"
C23	13.00	20.00	37°14'59"
C24	6.42	20.00	18°24'08"
C25	17.56	40.00	25°09'11"
C26	22.19	40.00	31°47'18"
C27	11.10	20.00	31°47'18"
C28	12.33	15.00	47°06'32"
C29	13.79	2057.85	0°23'02"

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.03	S00°41'55"W
L2	40.00	S00°41'55"W
L3	11.09	S06°03'08"E
L4	300.43	S40°09'48"E
L5	315.49	S17°06'42"W
L6	57.68	S25°11'47"E
L7	204.55	S33°09'04"E
L8	8.07	S11°10'20"W
L9	252.43	S33°09'04"E
L10	16.71	S82°59'07"W
L11	508.25	N33°09'04"W
L12	62.72	N25°11'47"W
L13	NOT USED	
L14	315.49	N17°06'42"E
L15	300.43	N40°09'48"W
L16	24.32	N06°03'08"W
L17	40.00	N00°41'55"E
L18	1.14	N00°41'55"E



DATE SIGNED 6-1-05

PUBLIC ACCESS EASEMENT (PEDESTRIAN)

~~11-01-10~~

Exhibit "G"

Description of Bicycle Access Easement Areas

**LEGAL DESCRIPTION
PUBLIC ACCESS EASEMENT
(BICYCLE)**

That tract of real property in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel 1 as shown on Parcel Map No. 32,014 recorded in Book 58 at Page 46 of Parcel Maps in the office of the County Recorder of said County, more particularly described as follows:

Beginning at the northeast corner of said Parcel 1, thence South $89^{\circ} 52' 28''$ West, 522.55 feet to the True Point of Beginning of the parcel of land described herein as follows:

Thence 1st, South $00^{\circ} 41' 55''$ West, 92.02 feet to the beginning of a tangent curve concave west having a radius of 76.00 feet;

Thence 2nd, southerly along the arc of said curve through a central angle of $23^{\circ} 06' 35''$, an arc length of 30.65 feet to the beginning of a reversing curve concave to the east having a radius of 74.00 feet;

Thence 3rd, southerly along the arc of said curve through a central angle of $23^{\circ} 06' 35''$ an arc length of 29.85 feet;

Thence 4th, South $00^{\circ} 41' 55''$ West, 26.83 feet to the beginning of a tangent curve concave to the northeast having a radius of 279.00 feet;

Thence 5th, southeasterly along the arc of said curve through a central angle $40^{\circ} 51' 43''$ an arc length of 198.98 feet;

Thence 6th, South $40^{\circ} 09' 48''$ East, 300.43 feet to the beginning of a tangent curve concave to the west having a radius of 371.00 feet;

Thence 7th, southerly along the arc of said curve through a central angle of $34^{\circ} 12' 04''$ an arc length of 221.46 feet to the beginning of a compound curve concave to the west having a radius of 271.00 feet;

Thence 8th, southerly along the arc of said curve through a central angle of $23^{\circ} 04' 26''$ an arc length of 109.14 feet;

Thence 9th, South $17^{\circ} 06' 42''$ West, 306.16 feet to the beginning of a tangent curve concave to the northeast having a radius of 24.00 feet;

Thence 10th, southeasterly along the arc of said curve through a central angle of $74^{\circ} 56' 38''$ an arc length of 31.39 feet to the beginning of a reversing curve concave to the north having a radius of 41.00 feet;

- Thence 11th, southerly along the arc of said curve through a central angle of 133° 07' 03" an arc length of 95.26 feet;
- Thence 12th, South 75° 17' 07" West, 8.60 feet;
- Thence 13th, South 25° 11' 47" East, 55.62 feet;
- Thence 14th, South 33° 09' 04" East, 204.55 feet to the beginning of a non-tangent curve concave to the northeast, the radial center of which bears South 89° 53' 57" East, having a radius of 41.00 feet;
- Thence 15th, southeasterly along the arc of said curve through a central angle of 78° 55' 43", an arc length of 56.48 feet;
- Thence 16th, South 11° 10' 20" West, 8.07 feet;
- Thence 17th, South 33° 09' 04" East, 252.43 feet;
- Thence 18th, South 82° 59' 07" West, 16.71 feet;
- Thence 19th, North 33° 09' 04" East, 508.25 feet;
- Thence 20th, North 25° 11' 47" West, 62.72 feet to the beginning of a non-tangent curve concave to the northeast, the radial center of which bears North 18° 11' 46" East, having a radius of 40.00 feet;
- Thence 21st, northwesterly along the arc of said curve through a central angle of 48° 38' 13", an arc length of 33.96 feet to the beginning of a reversing curve concave to the southwest having a radius of 25.00 feet;
- Thence 22nd, westerly along the arc of said curve through a central angle of 29° 32' 15", an arc length of 12.89 feet to the beginning of a non-tangent curve concave to the east, the radial center which bears North 83° 04' 56" East, having a radius of 221.00 feet;
- Thence 23rd, northerly along the arc of said curve through a central angle of 22° 34' 49", an arc length of 87.10 feet;
- Thence 24th, North 17° 06' 42" East, 315.49 feet to the beginning of a tangent curve concave to the west having a radius of 229.00 feet;
- Thence 25th, northerly along the arc of said curve through a central angle of 23° 04' 26", an arc length of 92.22 feet to the beginning of a compound curve concave to the southwest having a radius of 329.00 feet;

- Thence 26th, northwesterly along the arc of said curve through a central angle of 34° 12' 04", an arc length of 196.39 feet;
- Thence 27th, North 40° 09' 48" West, 300.43 feet to the beginning of a tangent curve concave to the northwest having a radius of 321.00 feet;
- Thence 28th, northerly along the arc of said curve through a central angle of 40° 51' 43", an arc length of 228.93 feet;
- Thence 29th, North 00° 41' 55" East, 30.91 feet;
- Thence 30th, North 40° 59' 28" West, 13.39 feet;
- Thence 31st, North 5° 29' 54" West, 29.94 feet;
- Thence 32nd, North 9° 8' 17" East, 9.20 feet;
- Thence 33rd, North 67° 44' 36" East, 4.65 feet to the beginning of a non-tangent curve concave to the east, the radial center of which bears North 67° 44' 36" East, having a radius of 31.00 feet;
- Thence 34th, northerly along the arc of said curve through a central angle of 22° 57' 18" an arc length of 12.42 feet;
- Thence 35th, North 00° 41' 55" East, 40.00 feet to the beginning of a tangent curve concave to the east having a radius of 31.00 feet;
- Thence 36th, northerly along the arc of said curve through a central angle of 31° 47' 18" an arc length of 17.20 feet to the beginning of a reversing curve concave to the west having a radius of 29.00 feet;
- Thence 37th, northerly along the arc of said curve through a central angle of 31° 47' 18" an arc length of 16.09 feet;
- Thence 38th, North 00° 41' 55" East 12.03 feet to a point on the southerly line of Hollister Avenue, said point being also the beginning of a non-tangent curve concave to the north the radial center of which bears North 00° 57' 04" East, having a radius of 2057.85 feet;
- Thence 39th, easterly along the southerly line of Hollister Avenue and the arc of said curve through a central angle of 1° 30' 12" an arc length of 54.00 feet;
- Thence 40th, along the southerly line of Hollister Avenue, North 89° 52' 28" East, 15.33 feet to the Point of True Beginning.

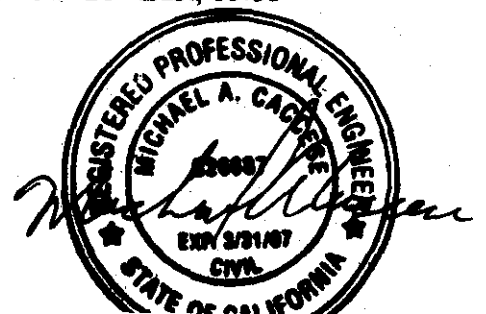


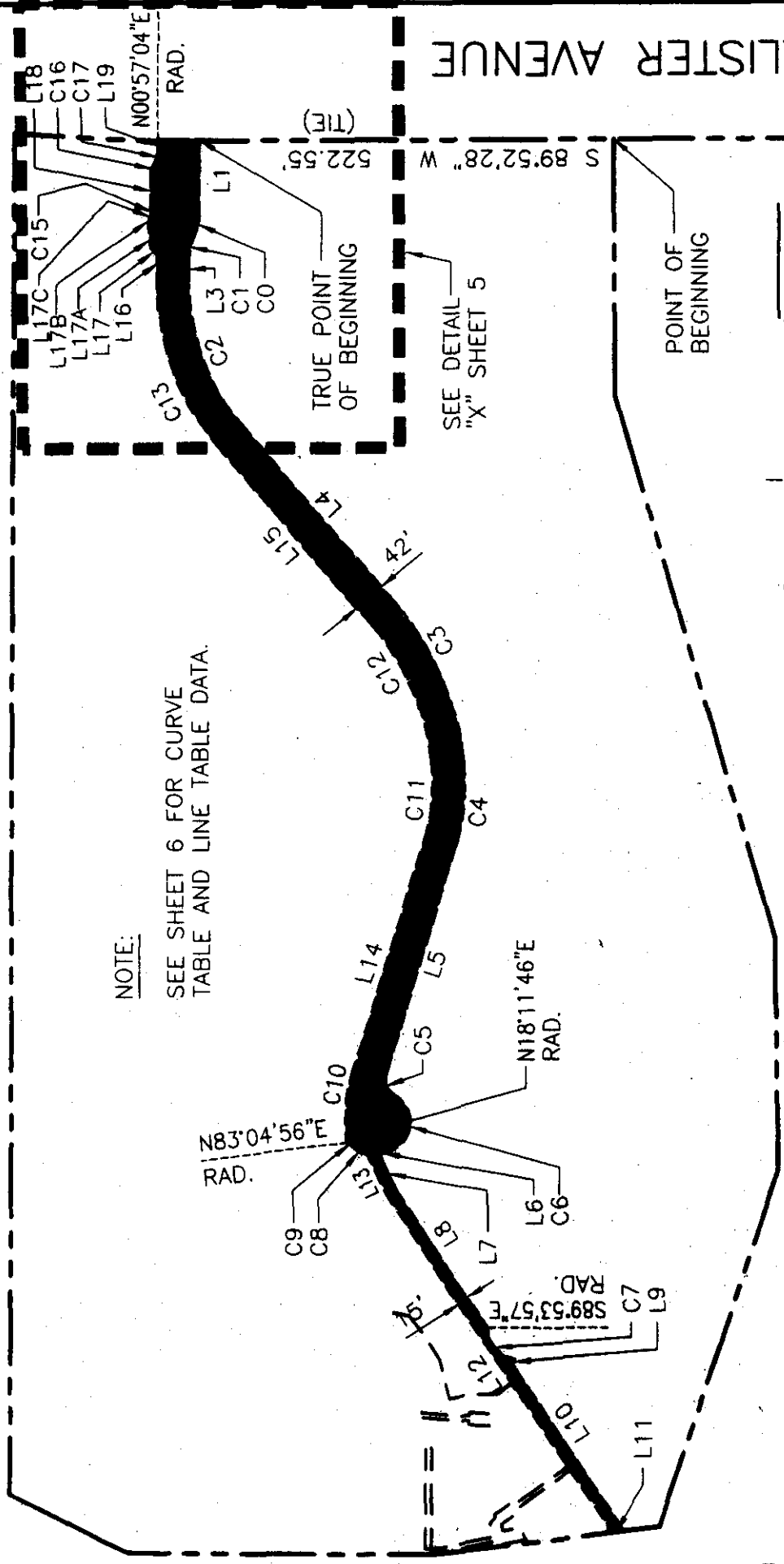
Exhibit "G-1"

Depiction of Bicycle Access Easement Areas

HOLLISTER AVENUE

NOTE:

SEE SHEET 6 FOR CURVE TABLE AND LINE TABLE DATA.



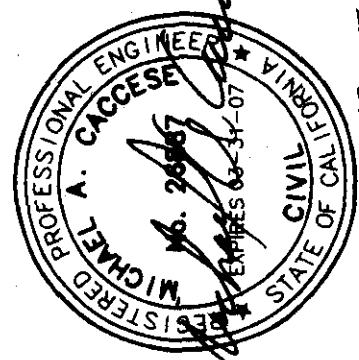
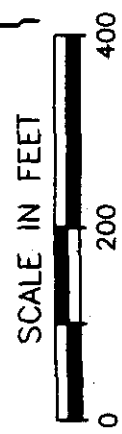
S 89°52'28" W 522.55' (TIE)

N00°57'04"E RAD.

TRUE POINT OF BEGINNING

SEE DETAIL "X" SHEET 5

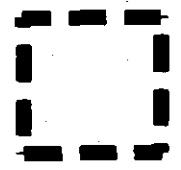
POINT OF BEGINNING



PUBLIC ACCESS EASEMENT (BICYCLE)

DETAIL "X" ON SHEET 5

LEGEND



PUBLIC ACCESS EASEMENT (BICYCLE)

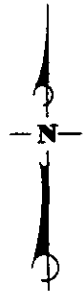
DATE SIGNED 7-13-05

SHEET 4 OF 6

07-13-05

NOTE:

SEE SHEET 6 FOR CURVE TABLE AND LINE TABLE DATA.



SCALE IN FEET



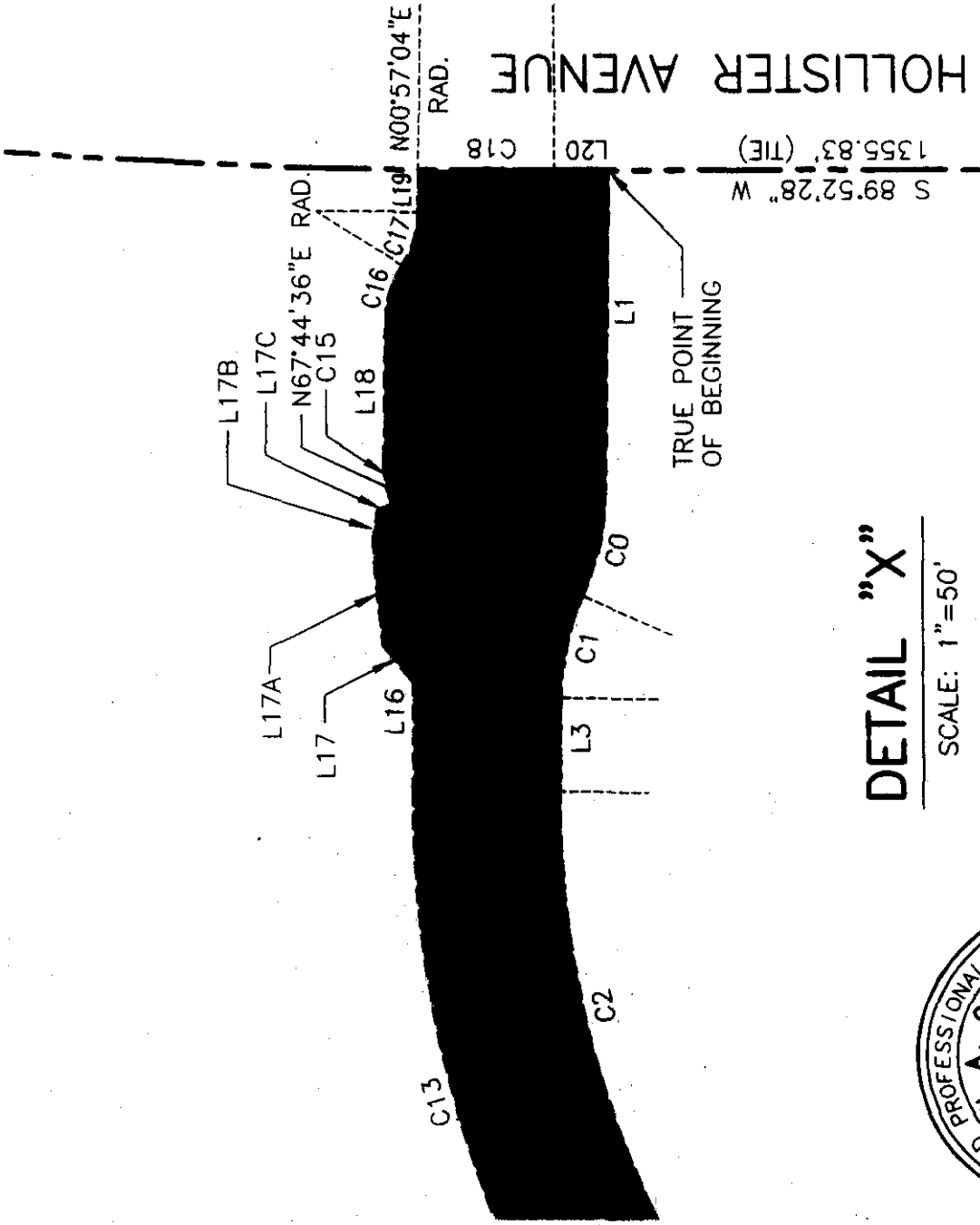
DATE SIGNED 7-13-05

PUBLIC ACCESS EASEMENT (BICYCLE)

SHEET 5 OF 6

DETAIL "X"

SCALE: 1"=50'



HOLLISTER AVENUE

0122BIKE-ESMT-CITY.DWG 07/12/05 08:50:21 AM PDT

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C0	30.65	76.00	23°06'35"
C1	29.85	74.00	23°06'35"
C2	198.98	279.00	40°51'43"
C3	221.46	371.00	34°12'04"
C4	109.14	271.00	23°04'26"
C5	31.39	24.00	74°56'38"
C6	95.26	41.00	133°07'03"
C7	56.48	41.00	78°55'43"
C8	33.96	40.00	48°38'13"
C9	12.89	25.00	29°32'15"
C10	87.10	221.00	22°34'49"
C11	92.22	229.00	23°04'26"
C12	196.39	329.00	34°12'04"
C13	228.93	321.00	40°51'43"
C14	NOT	USED	
C15	12.42	31.00	22°57'18"
C16	17.20	31.00	31°47'18"
C17	16.09	29.00	31°47'18"
C18	54.00	2057.85	1°30'12"

LINE TABLE		
LINE	LENGTH	BEARING
L1	92.02	S00°41'55"W
L2	NOT USED	
L3	26.83	S00°41'55"W
L4	300.43	S40°09'48"E
L5	306.16	S17°06'42"W
L6	8.60	S75°17'07"W
L7	55.62	S25°11'47"E
L8	204.55	S33°09'04"E
L9	8.07	S11°10'20"W
L10	252.43	S33°09'04"E
L11	16.71	S82°59'07"W
L12	508.25	N33°09'04"E
L13	62.72	N25°11'47"W
L14	315.49	N17°06'42"E
L15	300.43	N40°09'48"W
L16	30.91	N00°41'55"E
L17	13.39	N40°59'28"W
L17A	29.94	N5°29'54"W
L17B	9.20	N9°8'17"E
L17C	4.65	N67°44'36"E
L18	40.00	N00°41'55"E
L19	12.03	N00°41'55"E
L20	15.33	N89°52'28"E



DATE SIGNED 7-13-05

PUBLIC ACCESS EASEMENT (BICYCLE)

121-110

Exhibit "H"

Landscape Plans and Guidelines

Final DESIGN REVIEW BOARD APPROVAL
 CITY OF GOLETA
 COMMUNITY PLANNING AND
 ENVIRONMENTAL SERVICES
 for entire set R. Mullane 1/19/05

01-27

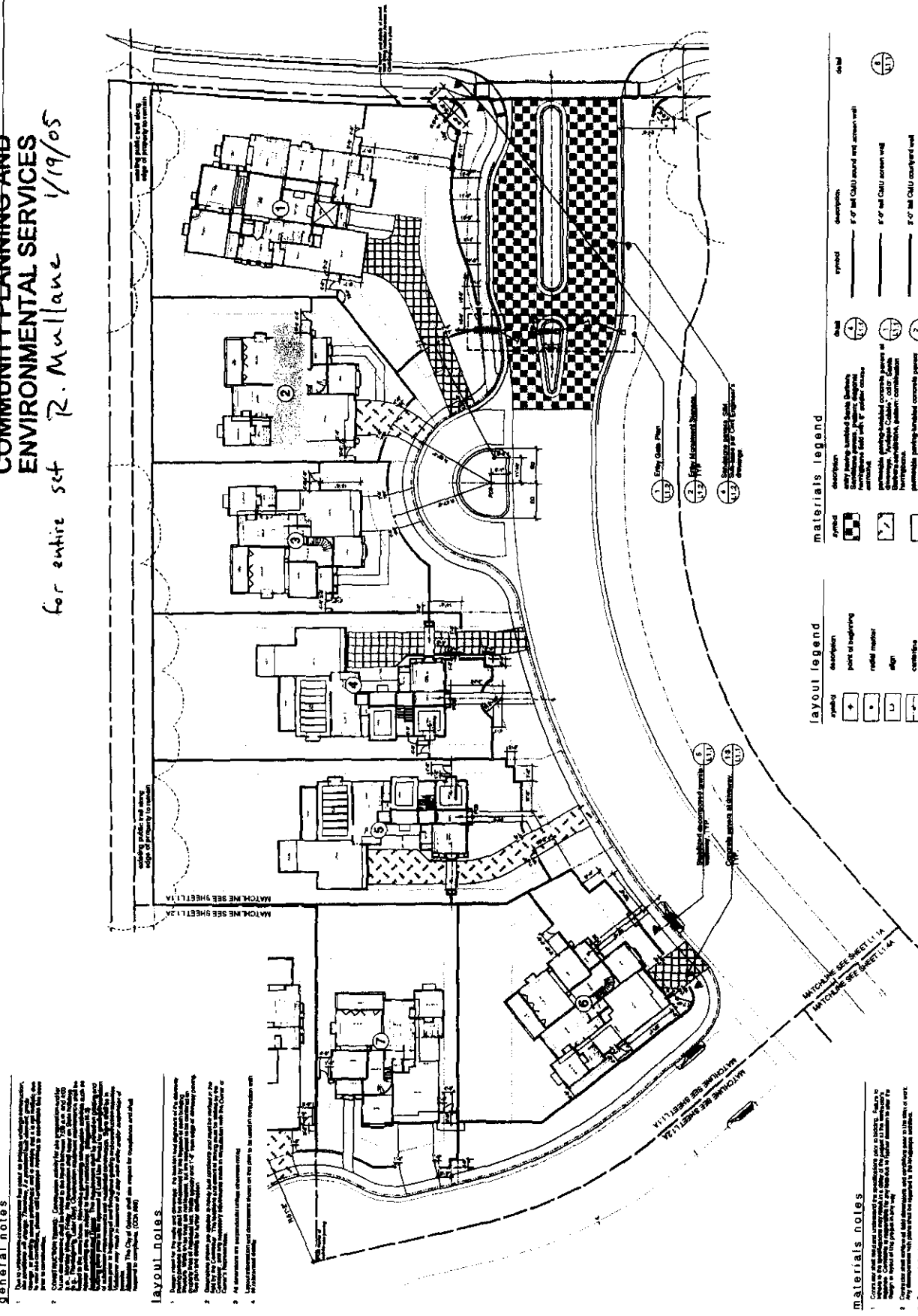
IN 414
 Van Ave.
 Redwood City, CA
 94061
 Phone: (650) 968-1100
 Fax: (650) 968-1101
 Website: www.van.com

A.L.D. Oro
 10000
 San Jose, CA
 95128
 Phone: (408) 253-1100
 Fax: (408) 253-1101
 Website: www.aldo.com

Project No. 05-001
 Date: 1/19/05
 Scale: 1/8" = 1'-0"



Scale: 1/8" = 1'-0"
 Project No. 05-001
 Date: 1/19/05
 Scale: 1/8" = 1'-0"
 Phase A
 Layout & Materials
 L1.1A



General notes

1. See all dimensions and notes on all sheets. All dimensions are in feet and inches. All dimensions are to the center of the wall unless otherwise noted.
2. All dimensions are to the center of the wall unless otherwise noted.
3. All dimensions are to the center of the wall unless otherwise noted.
4. All dimensions are to the center of the wall unless otherwise noted.

Layout notes

1. All dimensions are to the center of the wall unless otherwise noted.
2. All dimensions are to the center of the wall unless otherwise noted.
3. All dimensions are to the center of the wall unless otherwise noted.
4. All dimensions are to the center of the wall unless otherwise noted.

Materials notes

1. Concrete shall be placed in accordance with the specifications for concrete in the project manual.
2. Concrete shall be placed in accordance with the specifications for concrete in the project manual.
3. Concrete shall be placed in accordance with the specifications for concrete in the project manual.
4. Concrete shall be placed in accordance with the specifications for concrete in the project manual.

Layout legend

Symbol	Description
(Symbol)	point of tangency
(Symbol)	radius marker
(Symbol)	align
(Symbol)	centerline
(Symbol)	finish
(Symbol)	detail offset

materials legend

Symbol	Description	Symbol	Description
(Symbol)	entry paving (hatched) (see Section 021000 - Paving)	(Symbol)	8" of 101 CMU around and across wall
(Symbol)	permissible epoxy-hatched concrete pavers as shown in Section 021000 - Paving	(Symbol)	8" of wall CMU across wall
(Symbol)	permissible epoxy-hatched concrete pavers as shown in Section 021000 - Paving	(Symbol)	8" of wall CMU around wall
(Symbol)	permissible epoxy-hatched concrete pavers as shown in Section 021000 - Paving	(Symbol)	8" of wall CMU around and across wall

In/VA
Van Aven
Associates, Inc.
Architect
Planner
Engineer
Interior Designer
Landscape Architect
00000
00000

AJL D'Orto
Dallas, TX
Contractor

Contract Name

North Dallas January 12, 2000

Drawn by: JLD

Checked by: JLD

Project: D175

General notes

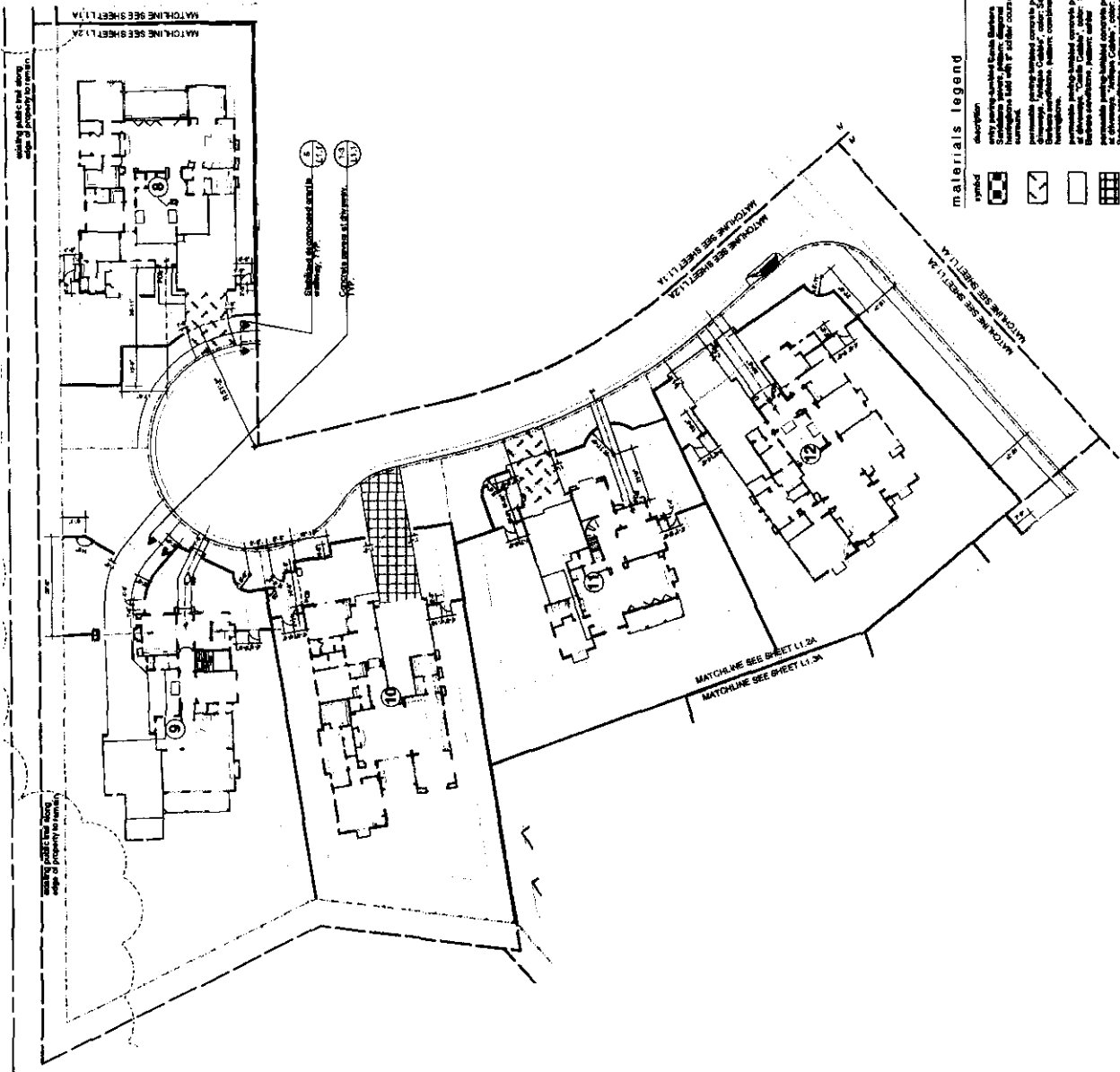
1. Due to existing conditions, the general layout of the building construction is shown as a dashed line. The general layout of the building is shown as a solid line. The general layout of the building is shown as a solid line. The general layout of the building is shown as a solid line.
2. Construction Notes: Changes to the existing building are shown as a dashed line. The general layout of the building is shown as a solid line. The general layout of the building is shown as a solid line. The general layout of the building is shown as a solid line.

LAYOUT NOTES

1. All dimensions are in feet and inches. All dimensions are in feet and inches. All dimensions are in feet and inches. All dimensions are in feet and inches.
2. All dimensions are in feet and inches. All dimensions are in feet and inches. All dimensions are in feet and inches. All dimensions are in feet and inches.
3. All dimensions are in feet and inches. All dimensions are in feet and inches. All dimensions are in feet and inches. All dimensions are in feet and inches.
4. All dimensions are in feet and inches. All dimensions are in feet and inches. All dimensions are in feet and inches. All dimensions are in feet and inches.

MATERIALS NOTES

1. All materials are to be installed in accordance with the manufacturer's instructions. All materials are to be installed in accordance with the manufacturer's instructions. All materials are to be installed in accordance with the manufacturer's instructions.
2. All materials are to be installed in accordance with the manufacturer's instructions. All materials are to be installed in accordance with the manufacturer's instructions. All materials are to be installed in accordance with the manufacturer's instructions.
3. All materials are to be installed in accordance with the manufacturer's instructions. All materials are to be installed in accordance with the manufacturer's instructions. All materials are to be installed in accordance with the manufacturer's instructions.
4. All materials are to be installed in accordance with the manufacturer's instructions. All materials are to be installed in accordance with the manufacturer's instructions. All materials are to be installed in accordance with the manufacturer's instructions.



layout legend

symbol	description
(+)	point of beginning
(-)	radius marker
(L)	align
(-)	coordinate
(+)	flush
(X)	detail callout

materials legend

symbol	description	type of	description
(Hatched)	6" x 6" mesh concrete	6" x 6" mesh concrete	6" x 6" mesh concrete
(Hatched)	4" x 4" mesh concrete	4" x 4" mesh concrete	4" x 4" mesh concrete
(Hatched)	3" x 3" mesh concrete	3" x 3" mesh concrete	3" x 3" mesh concrete
(Hatched)	2" x 2" mesh concrete	2" x 2" mesh concrete	2" x 2" mesh concrete
(Hatched)	1" x 1" mesh concrete	1" x 1" mesh concrete	1" x 1" mesh concrete

THE
Associates, Inc.
Architects
Planners
Interior
Designers
Engineers
Contractors
Construction
Managers
1100
11th St
11th Fl
11th St

ALDO
Giles, CA
Contract
Architects

Date	January 17, 2005
Drawn by	DAVE
Checked by	DAVE
Reviewed	DAVE

Scale: 1" = 20'

North Arrow

Phase A
Layout & Materials
Partial Plan

Layout Legend

Symbol	Description
[Symbol]	point of beginning
[Symbol]	radius marking
[Symbol]	align
[Symbol]	centerline
[Symbol]	fath
[Symbol]	total width

Materials Legend

Symbol	Description	Code
[Symbol]	8" x 8" MCM CMU sound and storm wall	(1) (1)
[Symbol]	8" x 8" MCM CMU screen wall	(2) (1)
[Symbol]	3" x 8" MCM CMU courtyard wall	(3) (1)
[Symbol]	8" x 8" MCM combination CMU wall and screen	(4) (1)
[Symbol]	8" x 8" MCM combination CMU wall and screen	(5) (1)

General Notes

- 1. All construction shall be in accordance with the approved plans and specifications.
- 2. All construction shall be in accordance with the approved plans and specifications.
- 3. All construction shall be in accordance with the approved plans and specifications.
- 4. All construction shall be in accordance with the approved plans and specifications.

Layout Notes

- 1. All construction shall be in accordance with the approved plans and specifications.
- 2. All construction shall be in accordance with the approved plans and specifications.
- 3. All construction shall be in accordance with the approved plans and specifications.

Materials Notes

- 1. All construction shall be in accordance with the approved plans and specifications.
- 2. All construction shall be in accordance with the approved plans and specifications.
- 3. All construction shall be in accordance with the approved plans and specifications.
- 4. All construction shall be in accordance with the approved plans and specifications.



011-001

Van Allen Associates, Inc.
1200...
1200...
1200...
1200...

AIR DORS
Contract Name

Table with columns: Item, Quantity, Unit, Price. Includes items like '1. 2. 3.' with corresponding values.



Phase A
Layout & Materials
Partial Plan
L1.4A

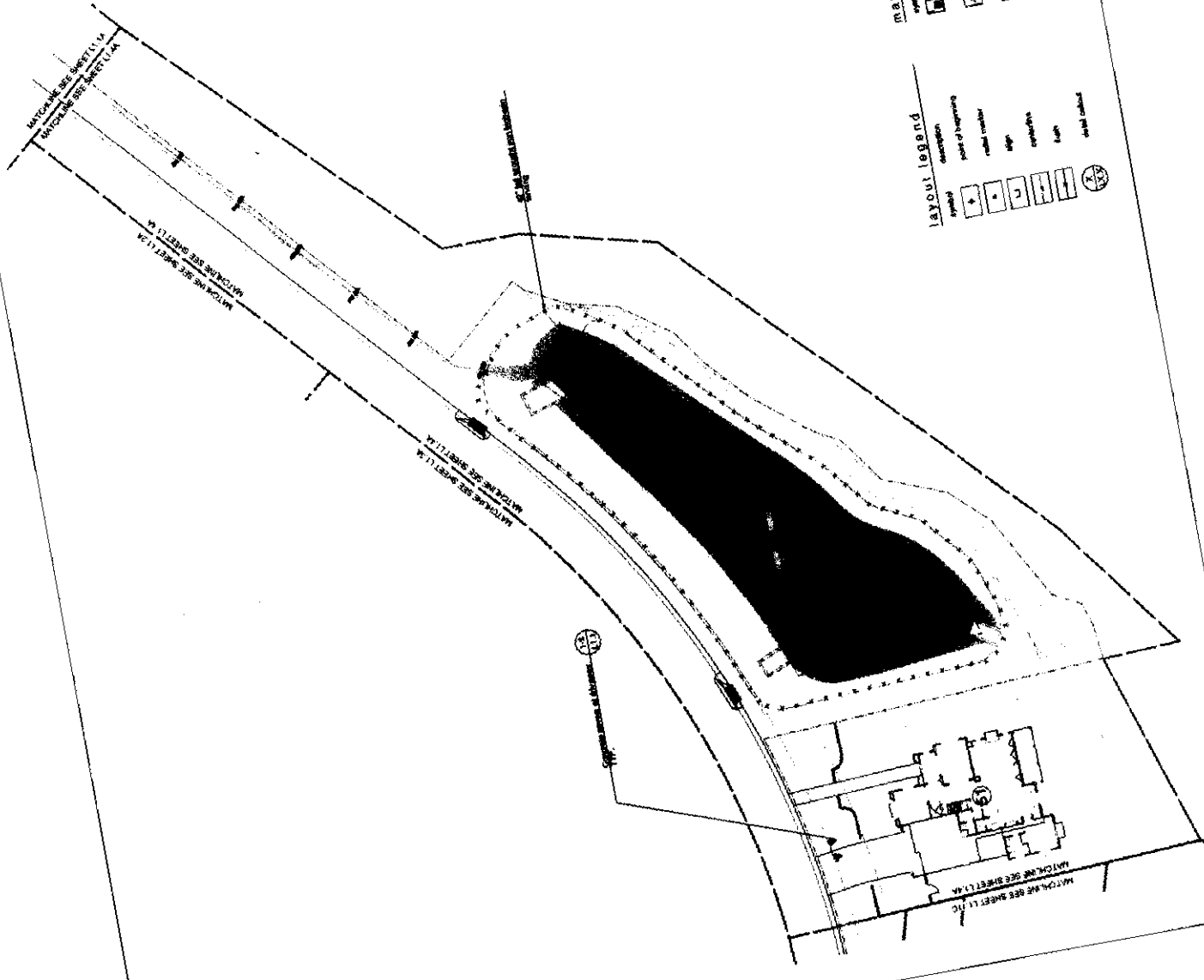
GENERAL NOTES
1. Check for...
2. All materials...
3. All dimensions...
4. All dimensions...

LAYOUT NOTES
1. All dimensions...
2. All dimensions...
3. All dimensions...

MATERIALS NOTES
1. Check for...
2. All dimensions...
3. All dimensions...

Materials legend table with columns: Symbol, Description, and Notes. Includes entries for 1/2" and 3/4" materials.

Layout legend table with columns: Symbol, Description, and Notes. Includes entries for 1/2" and 3/4" materials.



PHASE A

M.A.M.
 Van Alst
 Associates, Inc.
 Architects
 Engineers
 Planners
 Interiors
 Urban
 and Rural
 and Site
 Planning

ALDOVO
 CHINA, CO.

Architect/Engineer

Drawn by: [blank]
 Date: [blank]
 Checked by: [blank]
 Date: [blank]
 Project: [blank]
 Scale: [blank]

General notes

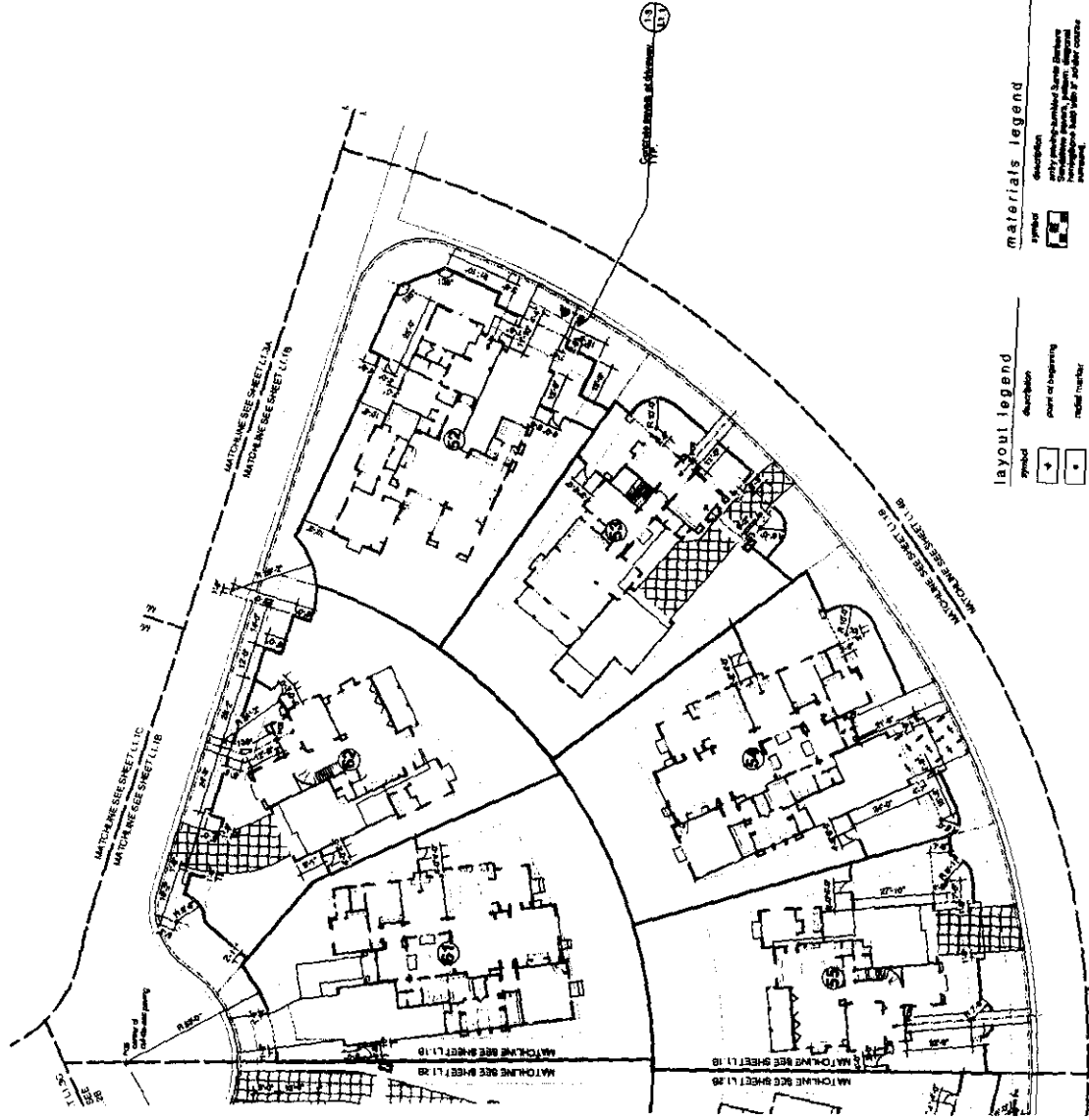
1. Owner: [blank]
2. Construction: [blank]
3. [blank]
4. [blank]

Layout notes

1. [blank]
2. [blank]
3. [blank]
4. [blank]

Materials notes

1. [blank]
2. [blank]
3. [blank]
4. [blank]



layout legend

symbol	description
[Symbol]	point of beginning
[Symbol]	road marker
[Symbol]	sign
[Symbol]	curbstone
[Symbol]	bank
[Symbol]	steel column

materials legend

symbol	description
[Symbol]	6" x 6" CMU masonry and screen wall
[Symbol]	6" x 6" CMU screen wall
[Symbol]	6" x 6" CMU courtyard wall
[Symbol]	6" x 6" CMU courtyard wall and screen wall



Scale: 1/8" = 1'-0"
 0 20 40 FT

Phase 1
 Layout
 Partial Plan

L1.1B

VIA
 Van Allen
 Associates, Inc.
 Architects
 Planning
 Interior
 Mechanical
 Electrical
 Civil
 Survey

All D'oro
 Inc.
 General Contractors

Sheet No. 101-27
 Date: 11/11/87
 Scale: 1/8" = 1'-0"



Phase B
 Layout
 Partial Plan

General notes

1. General notes shall apply to all drawings unless otherwise indicated. The City of Chicago will be responsible for construction and all related permits. (CCH 88)
2. Construction shall be in accordance with the specifications and drawings. The City of Chicago will be responsible for construction and all related permits. (CCH 88)
3. All dimensions are indicated unless otherwise noted.
4. All dimensions are indicated unless otherwise noted.

Layout notes

1. General notes shall apply to all drawings unless otherwise indicated. The City of Chicago will be responsible for construction and all related permits. (CCH 88)
2. Construction shall be in accordance with the specifications and drawings. The City of Chicago will be responsible for construction and all related permits. (CCH 88)
3. All dimensions are indicated unless otherwise noted.
4. All dimensions are indicated unless otherwise noted.

Materials notes

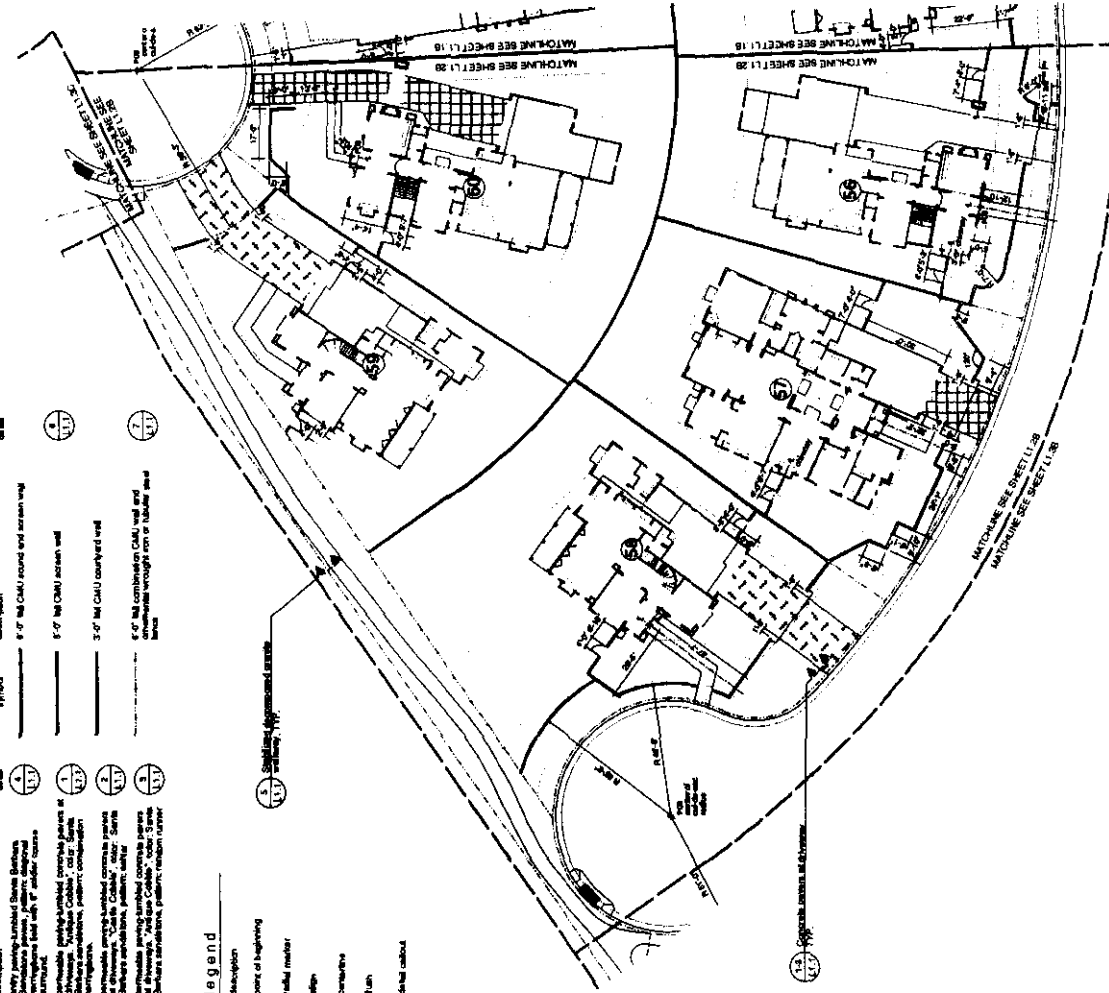
1. General notes shall apply to all drawings unless otherwise indicated. The City of Chicago will be responsible for construction and all related permits. (CCH 88)
2. Construction shall be in accordance with the specifications and drawings. The City of Chicago will be responsible for construction and all related permits. (CCH 88)
3. All dimensions are indicated unless otherwise noted.
4. All dimensions are indicated unless otherwise noted.

materials legend

Symbol	Description	Material
(Symbol)	8" MC CMU sound and screen wall	8" MC CMU
(Symbol)	8" MC CMU screen wall	8" MC CMU
(Symbol)	8" MC CMU sound wall	8" MC CMU
(Symbol)	8" MC Combined CMU wall and ornamental wrought iron or tubular steel	8" MC CMU

layout legend

Symbol	Description
(Symbol)	point of beginning
(Symbol)	radius marker
(Symbol)	align
(Symbol)	centerline
(Symbol)	curve
(Symbol)	center circle



Handwritten signature or mark at the bottom of the page.

12/8/78
Van Allen
Associates, Inc.
Architects
Planning
Civil
Mechanical
Electrical
Sanitary
City of

ALL D'ORO
Dallas, TX

Contract Documents

Issue Date: January 12, 1978

Drawn By: DKL
Checked By: J. E. S.
Scale: AS SHOWN

Project: [unclear]
Sheet: [unclear]



Scale: 1" = 20'-0"

City of Dallas
Department of Public Works
Sanitary Engineering Division
1500 Ross Avenue
Dallas, Texas 75201

Phase B
Layout
Partial Plan

General notes

1. See notes on sheets L1.1 through L1.3B for general information concerning the project and the contract documents.
2. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
3. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
4. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
5. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
6. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
7. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
8. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
9. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
10. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.

Layout notes

1. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
2. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
3. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
4. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
5. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
6. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
7. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
8. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
9. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
10. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.

Materials notes

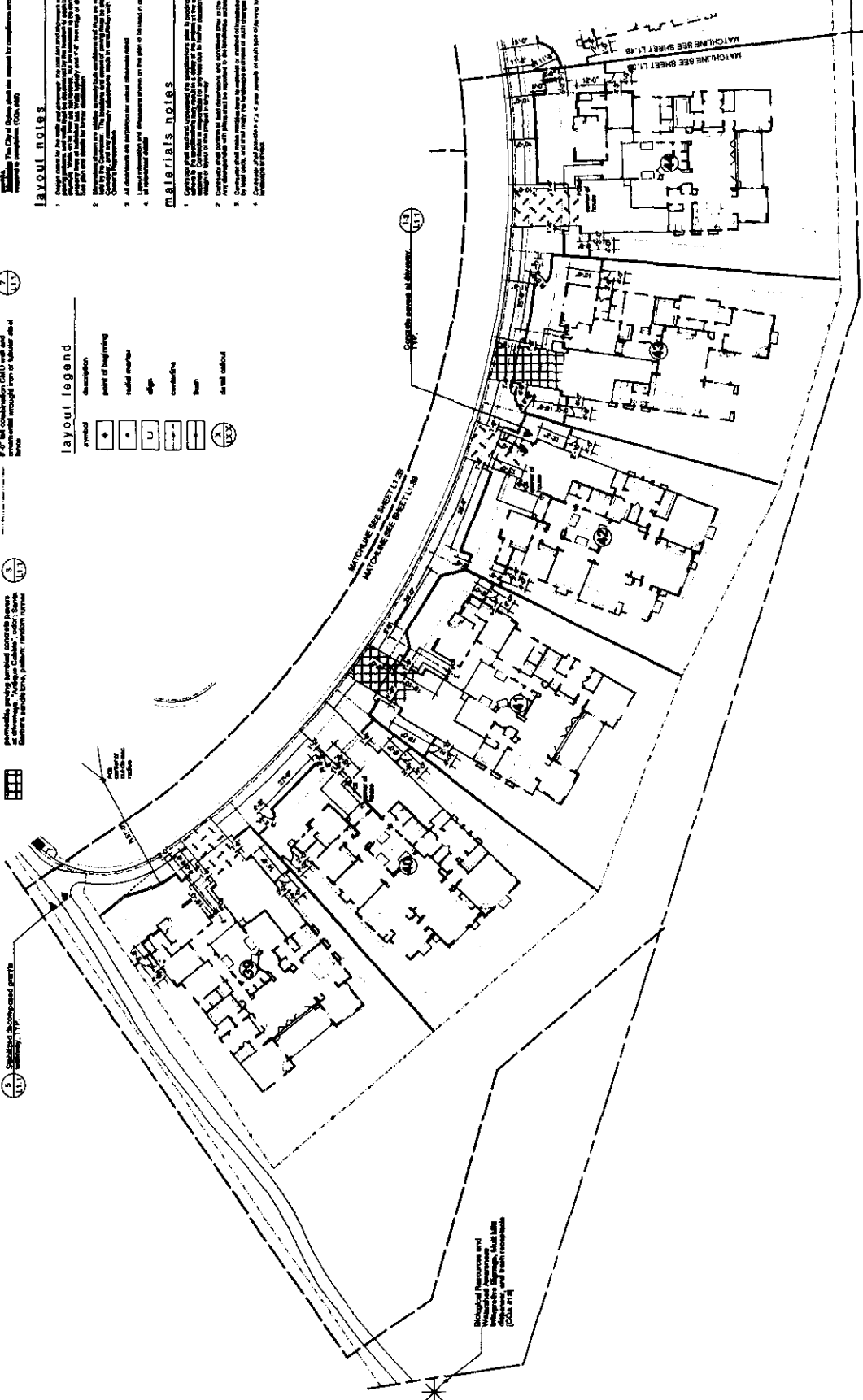
1. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
2. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
3. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
4. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
5. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
6. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
7. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
8. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
9. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.
10. All dimensions are given in feet and inches. Round off to the nearest 1/8" or 1/4" as appropriate.

Materials legend

Symbol	Description	Symbol	Description
[Symbol]	6" x 6" galvanized steel pipe	[Symbol]	6" x 6" galvanized steel pipe
[Symbol]	6" x 6" galvanized steel pipe	[Symbol]	6" x 6" galvanized steel pipe
[Symbol]	6" x 6" galvanized steel pipe	[Symbol]	6" x 6" galvanized steel pipe
[Symbol]	6" x 6" galvanized steel pipe	[Symbol]	6" x 6" galvanized steel pipe

Layout legend

Symbol	Description
[Symbol]	point of beginning
[Symbol]	radius marker
[Symbol]	align
[Symbol]	centerline
[Symbol]	haul
[Symbol]	detail symbol



Background dimensions and materials shown on this plan are for information only. They do not constitute a contract. (See City)

01-27

Van AFB Associates, Inc.

AI D'ORO

January 12, 2009

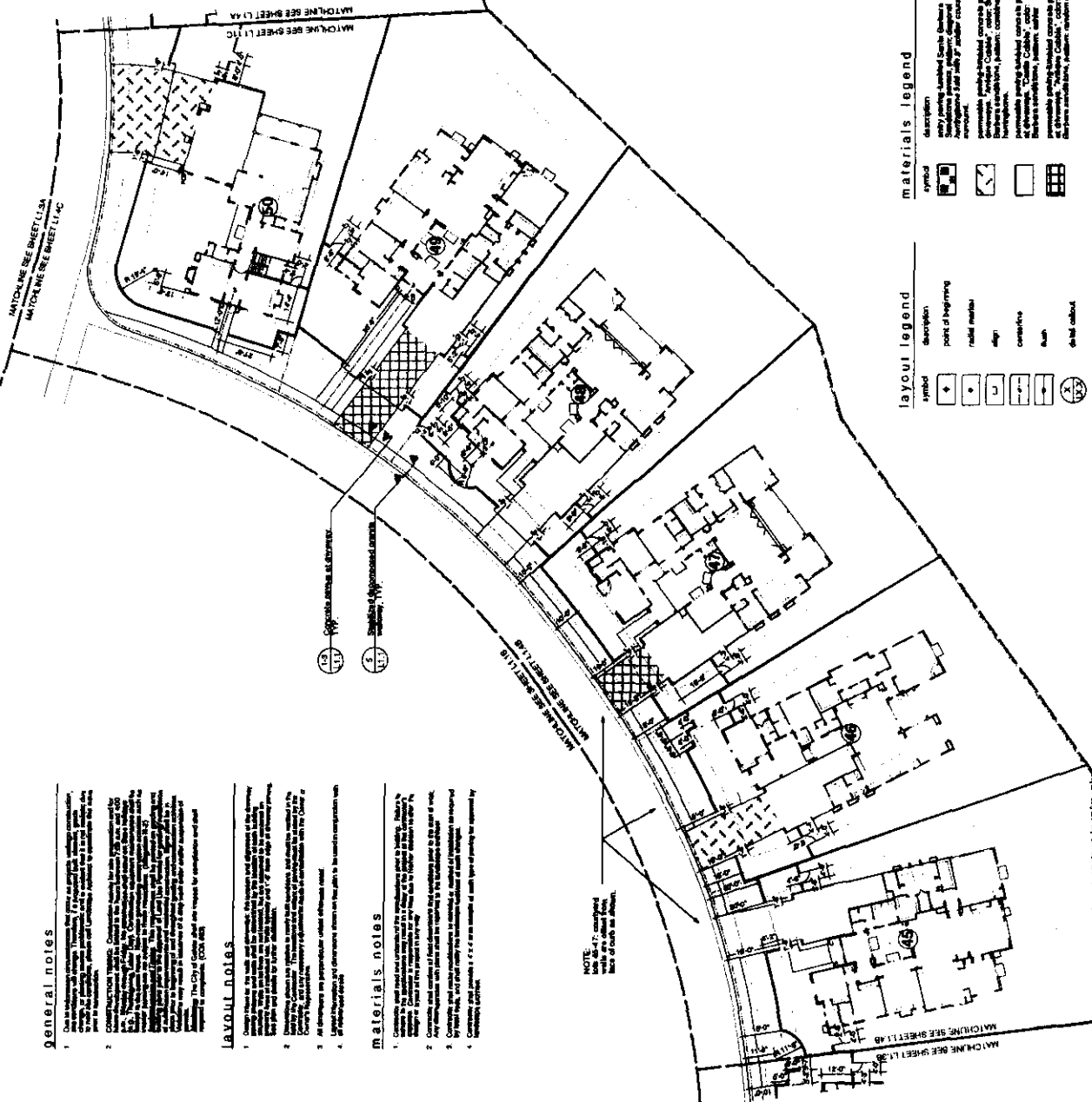
DATE

SCALE

DATE



Sheet Title: L1.4B
Phase B
Layout
Partial Plan



GENERAL NOTES

- 1. See the drawings for the location of the building...
2. Construction materials shall be as shown on the drawings...
3. The City of Colorado shall retain the right to inspect and approve all construction.

LAYOUT NOTES

- 1. Changes to the layout shall be made only by the architect...
2. All dimensions are approximate unless otherwise noted.

MATERIALS NOTES

- 1. Concrete shall be as specified in the drawings...
2. All materials shall be as specified in the drawings.

layout legend

Table with 2 columns: symbol, description. Symbols include a square with a dot, a circle with a dot, a square with a cross, a square with a diagonal line, and a circle with a cross.

materials legend

Table with 4 columns: symbol, description, detail, detail. Symbols include a square with a dot, a square with a cross, a square with a diagonal line, and a square with a grid pattern.

0170-151

ALDORO
V. ALCONCINI, Inc.
Architects
1000
1000
1000
1000
1000
1000

ALDORO
Glen, CA

Contract Name

Issue No. January 12, 2005
Project No. 1000
Drawing No. 1000
Scale: 1" = 10'-0"



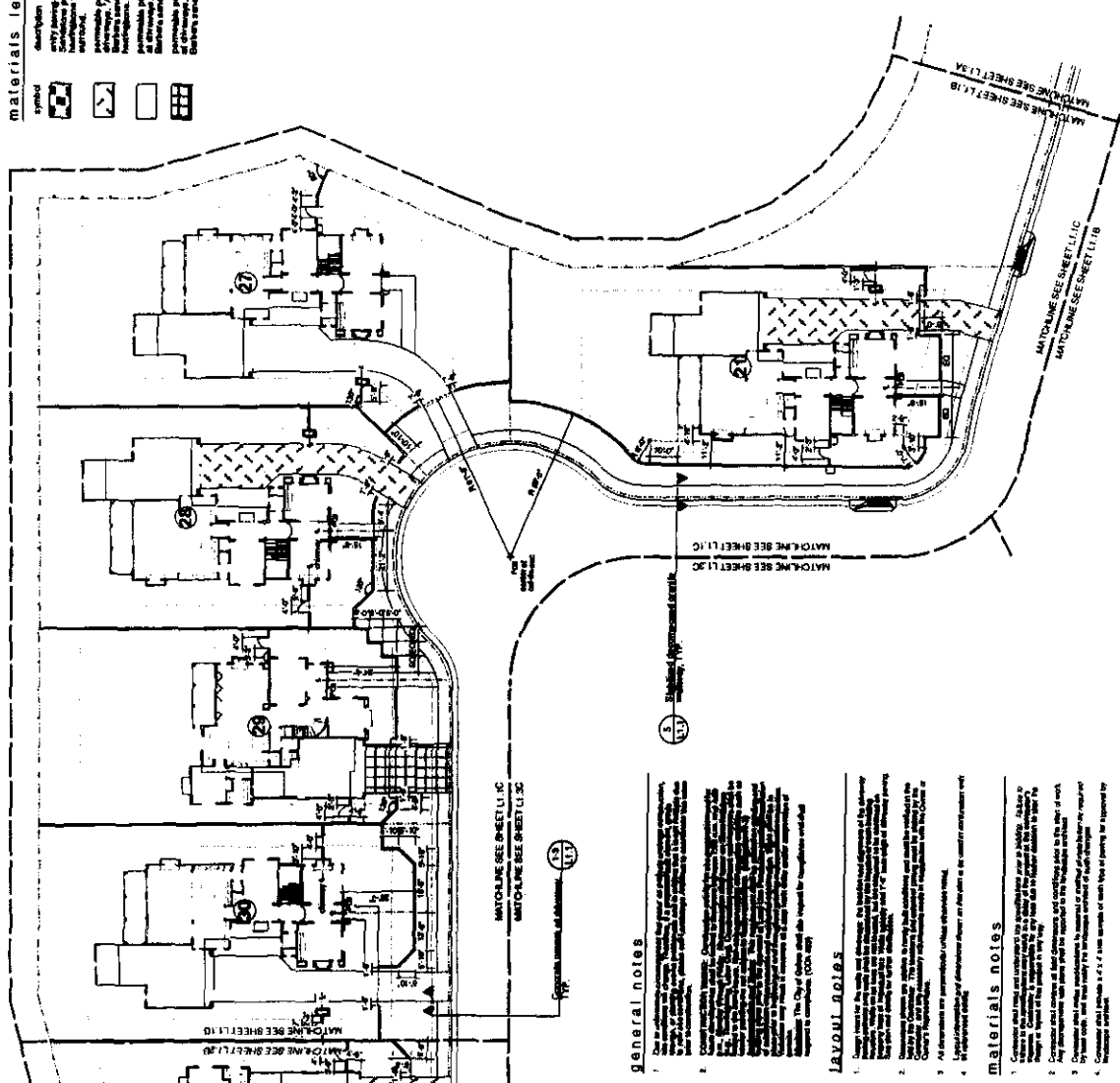
L1.1C
Layout
Partial Plan
Phase C

materials legend

symbol	description	material
	6'-0" ML CPU (round and square)	6'-0" ML CPU
	6'-0" ML CPU (square)	6'-0" ML CPU
	3'-0" ML CPU (round and square)	3'-0" ML CPU
	3'-0" ML CPU (square)	3'-0" ML CPU

layout legend

symbol	description
	point of layout
	radii marker
	high
	cornice
	bay
	other marker



GENERAL NOTES

1. See the General Notes on the previous sheet for information regarding the site and the building.
2. The building is to be constructed in accordance with the City of Glen Building Code and the California Building Code.
3. The building is to be constructed in accordance with the City of Glen Building Code and the California Building Code.
4. The building is to be constructed in accordance with the City of Glen Building Code and the California Building Code.

LAYOUT NOTES

1. All dimensions are perpendicular unless otherwise noted.
2. All dimensions are perpendicular unless otherwise noted.
3. All dimensions are perpendicular unless otherwise noted.
4. All dimensions are perpendicular unless otherwise noted.

MATERIALS NOTES

1. Concrete shall be in accordance with the City of Glen Building Code and the California Building Code.
2. Concrete shall be in accordance with the City of Glen Building Code and the California Building Code.
3. Concrete shall be in accordance with the City of Glen Building Code and the California Building Code.
4. Concrete shall be in accordance with the City of Glen Building Code and the California Building Code.

137-0410

Y&A
Yonkers Associates, Inc.
 Architects
 100 Westchester Ave.
 Yonkers, N.Y. 10590
 Phone: (914) 961-1100
 Telex: 251 100 YONKERS
 Cable: YONKERS
 Fax: (914) 961-1100

AIDORO
 Architects
 100 Westchester Ave.
 Yonkers, N.Y. 10590
 Phone: (914) 961-1100
 Telex: 251 100 YONKERS
 Cable: YONKERS
 Fax: (914) 961-1100



Project: **Yonkers City Hall**
 Date: **January 12, 1988**
 Drawn by: **Y&A**
 Scale: **1/8" = 1'-0"**
 Project: **Y&A**
 Date: **01/88**



Phase C
 Layout
 Parade Plan

L1.2C

General notes

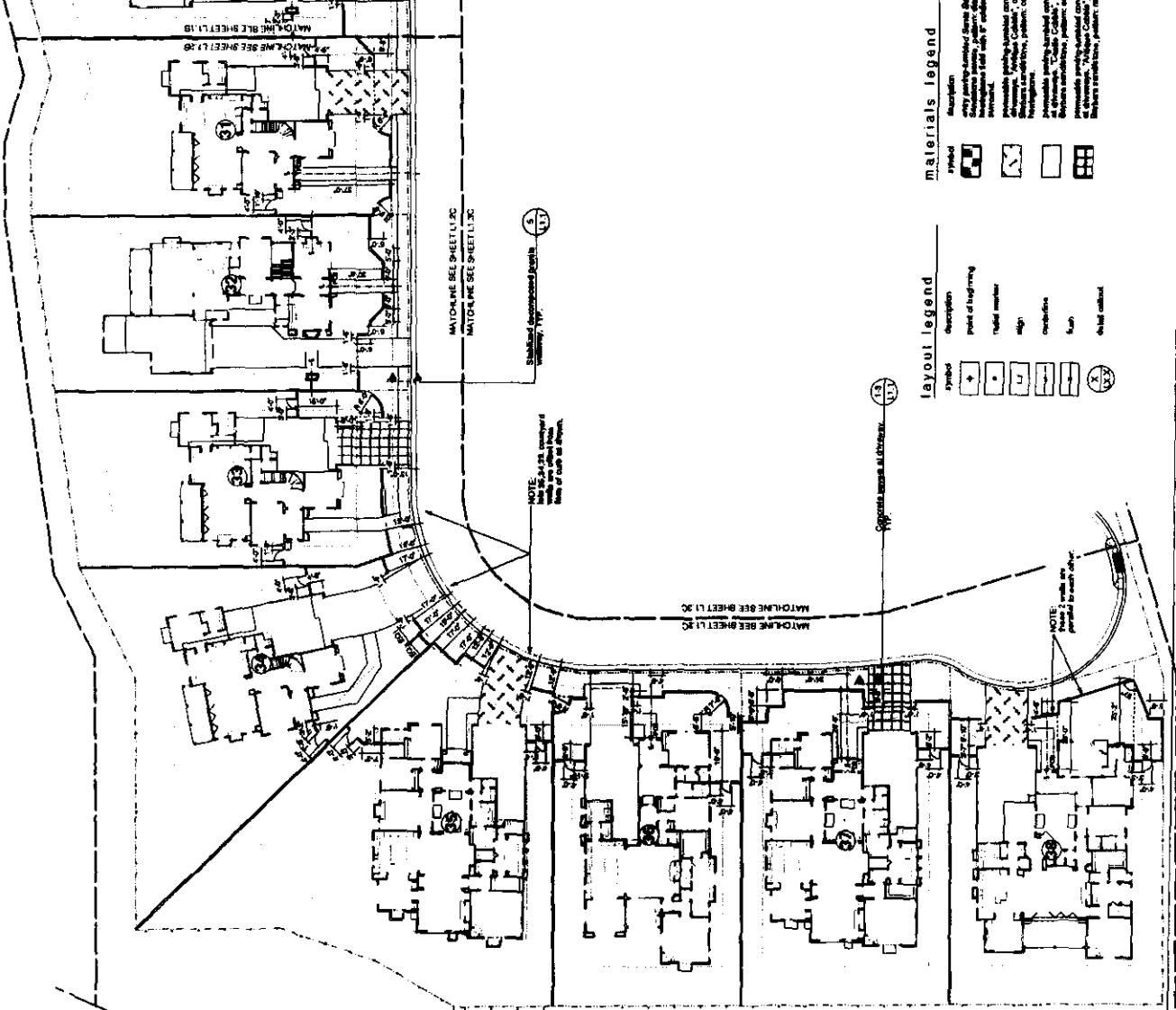
1. The contractor shall be responsible for obtaining all necessary permits from the City of Yonkers, including but not limited to, a Certificate of Occupancy, a Certificate of Use, and a Certificate of Compliance.
2. The contractor shall be responsible for obtaining all necessary permits from the City of Yonkers, including but not limited to, a Certificate of Occupancy, a Certificate of Use, and a Certificate of Compliance.
3. The contractor shall be responsible for obtaining all necessary permits from the City of Yonkers, including but not limited to, a Certificate of Occupancy, a Certificate of Use, and a Certificate of Compliance.
4. The contractor shall be responsible for obtaining all necessary permits from the City of Yonkers, including but not limited to, a Certificate of Occupancy, a Certificate of Use, and a Certificate of Compliance.

Layout notes

1. Dimensions are given in feet and inches. All dimensions are to the center of the wall unless otherwise noted.
2. All dimensions are given in feet and inches. All dimensions are to the center of the wall unless otherwise noted.
3. All dimensions are given in feet and inches. All dimensions are to the center of the wall unless otherwise noted.
4. All dimensions are given in feet and inches. All dimensions are to the center of the wall unless otherwise noted.

Materials notes

1. Concrete shall be cast and cured in accordance with the specifications for concrete in the City of Yonkers.
2. All materials shall be of the highest quality and shall be approved by the City of Yonkers.
3. All materials shall be of the highest quality and shall be approved by the City of Yonkers.
4. All materials shall be of the highest quality and shall be approved by the City of Yonkers.



materials legend

Symbol	Description	Notes
[Symbol]	6" x 6" tall CMU corner and accent wall	(11)
[Symbol]	6" x 6" tall CMU corner wall	(11)
[Symbol]	6" x 6" tall CMU courtyard wall	(11)
[Symbol]	6" x 6" tall CMU courtyard wall and any surrounding masonry (see notes)	(11)

layout legend

Symbol	Description
[Symbol]	Point of beginning
[Symbol]	Point of ending
[Symbol]	Staircase
[Symbol]	Staircase
[Symbol]	Staircase
[Symbol]	Staircase
[Symbol]	Staircase

Van Allen Associates, Inc.
 Architects
 Planners
 Engineers
 Interiors
 Environmental
 Scientists

Al D'Onofrio
 Owner

Architect's Stamp

Project No. 101-27
 Date: 12/12/2007
 Scale: 1/8" = 1'-0"
 Drawing No. 101-27-01
 Project Name: [illegible]

GENERAL NOTES

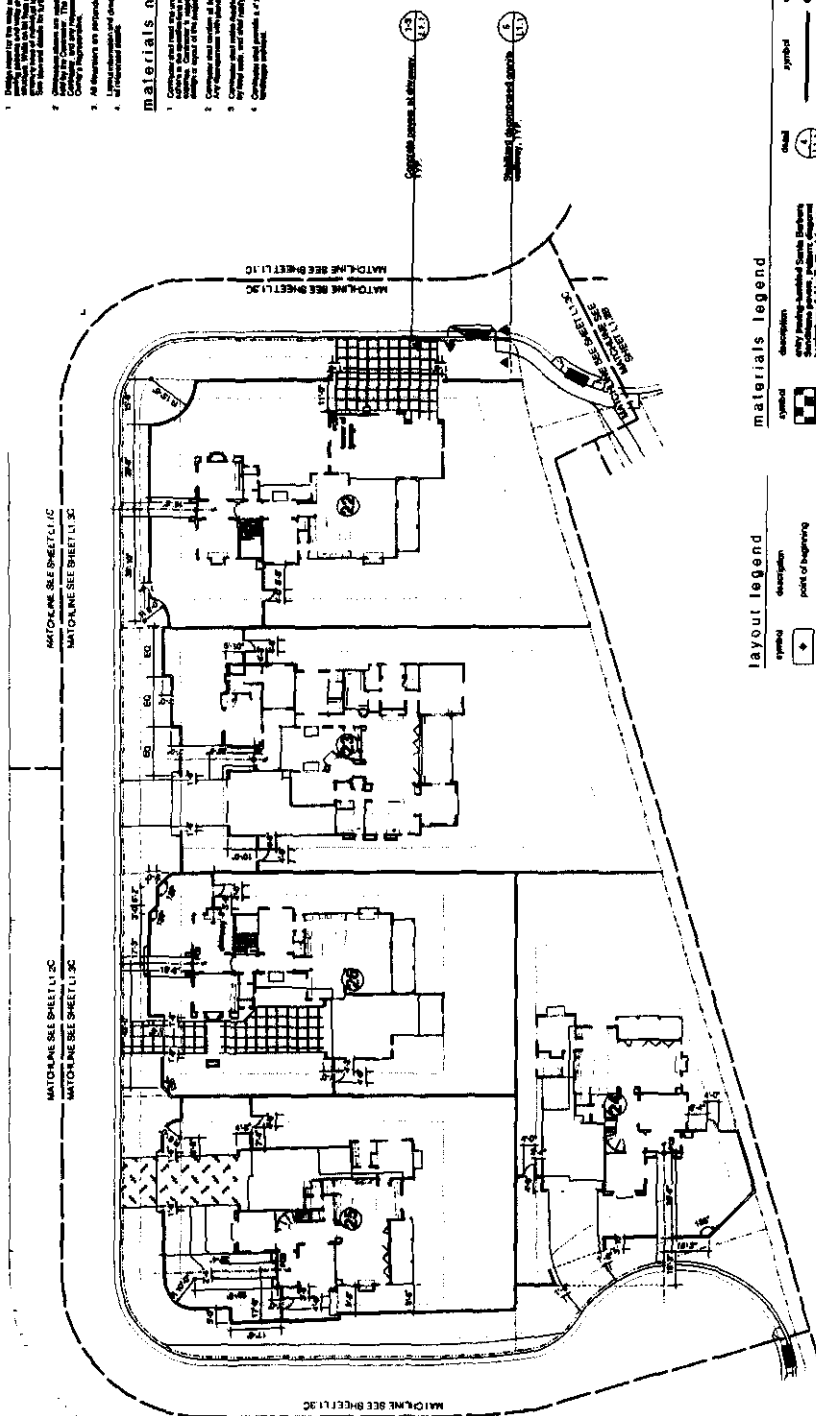
1. The Contractor shall be responsible for obtaining all necessary permits and approvals for the proposed work. The Contractor shall be responsible for obtaining all necessary permits and approvals for the proposed work. The Contractor shall be responsible for obtaining all necessary permits and approvals for the proposed work.
2. The Contractor shall be responsible for obtaining all necessary permits and approvals for the proposed work. The Contractor shall be responsible for obtaining all necessary permits and approvals for the proposed work. The Contractor shall be responsible for obtaining all necessary permits and approvals for the proposed work.

LAYOUT NOTES

1. All dimensions are perpendicular unless otherwise noted.
2. All dimensions are perpendicular unless otherwise noted.
3. All dimensions are perpendicular unless otherwise noted.
4. All dimensions are perpendicular unless otherwise noted.

MATERIALS NOTES

1. All materials shall be of the highest quality available.
2. All materials shall be of the highest quality available.
3. All materials shall be of the highest quality available.
4. All materials shall be of the highest quality available.



LAYOUT LEGEND		MATERIALS LEGEND	
symbol	description	symbol	description
[Symbol]	point of beginning	[Symbol]	6" x 6" CMU (used end screen wall)
[Symbol]	radius marker	[Symbol]	6" x 6" CMU screen wall
[Symbol]	slip	[Symbol]	3" x 6" CMU compound wall
[Symbol]	concrete	[Symbol]	6" x 6" CMU compound wall and end screen wall through 10' or thicker wall
[Symbol]	soil	[Symbol]	
[Symbol]	detail marker	[Symbol]	

Phase C
 Layout
 Partial Plan
L1.3C

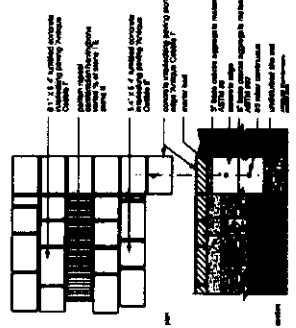
JA/AB
 Architects, Inc.
 1000
 1000
 1000
 1000
 1000
 1000
 1000
 1000

ALDORO
 CIVIL
 CIVIL

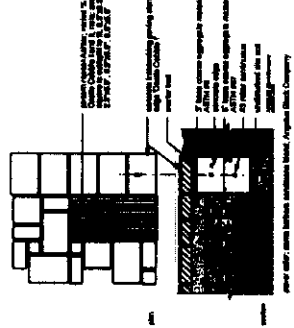


Sheet No. **01-27**
 Project No. **01-27**
 Date **01-27**
 Scale **1/4" = 1'-0"**

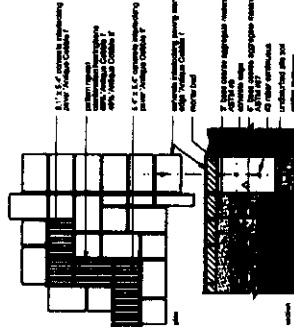
ALL FINISHES
 PER THE SPECIFICATIONS
 AND THE NOTES TO THE SPECIFICATIONS
 UNLESS OTHERWISE NOTED



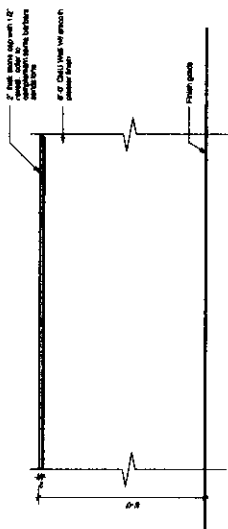
3 Concrete Pavers at Driveway - Running Bond
 Scale: 1" = 1'-0"



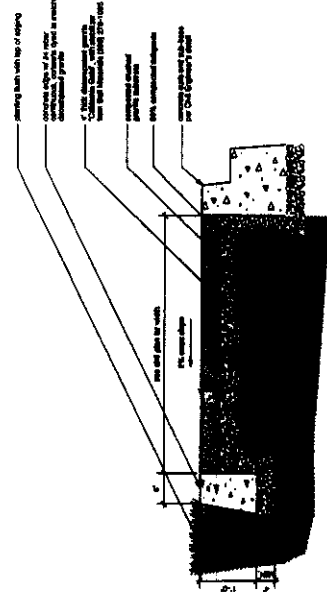
2 Concrete Pavers at Driveway - Ashlar Pattern
 Scale: 1" = 1'-0"



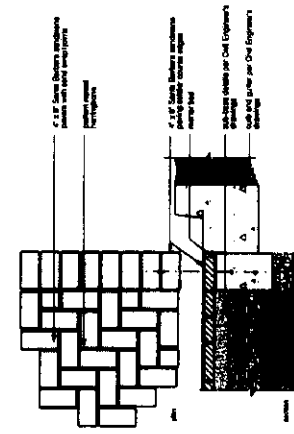
1 Concrete Pavers at Driveway - Combination Herringbone
 Scale: 1" = 1'-0"



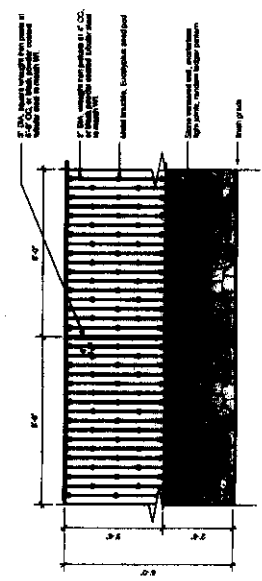
6 Sidewalk Lot Line Wall
 Scale: 1/8" = 1'-0"



5 Stabilized Decomposed Granite Pathway
 Scale: 1" = 1'-0"



4 Sandstone Cobble Paving at Entry - Herringbone
 Scale: 1" = 1'-0"



7 Perimeter Lot Line Stone and Wrought Iron Wall
 Scale: 1/8" = 1'-0"

Van Aas
Associates, Inc.
Landscape
Architecture
1000
1000
1000
1000
1000
1000

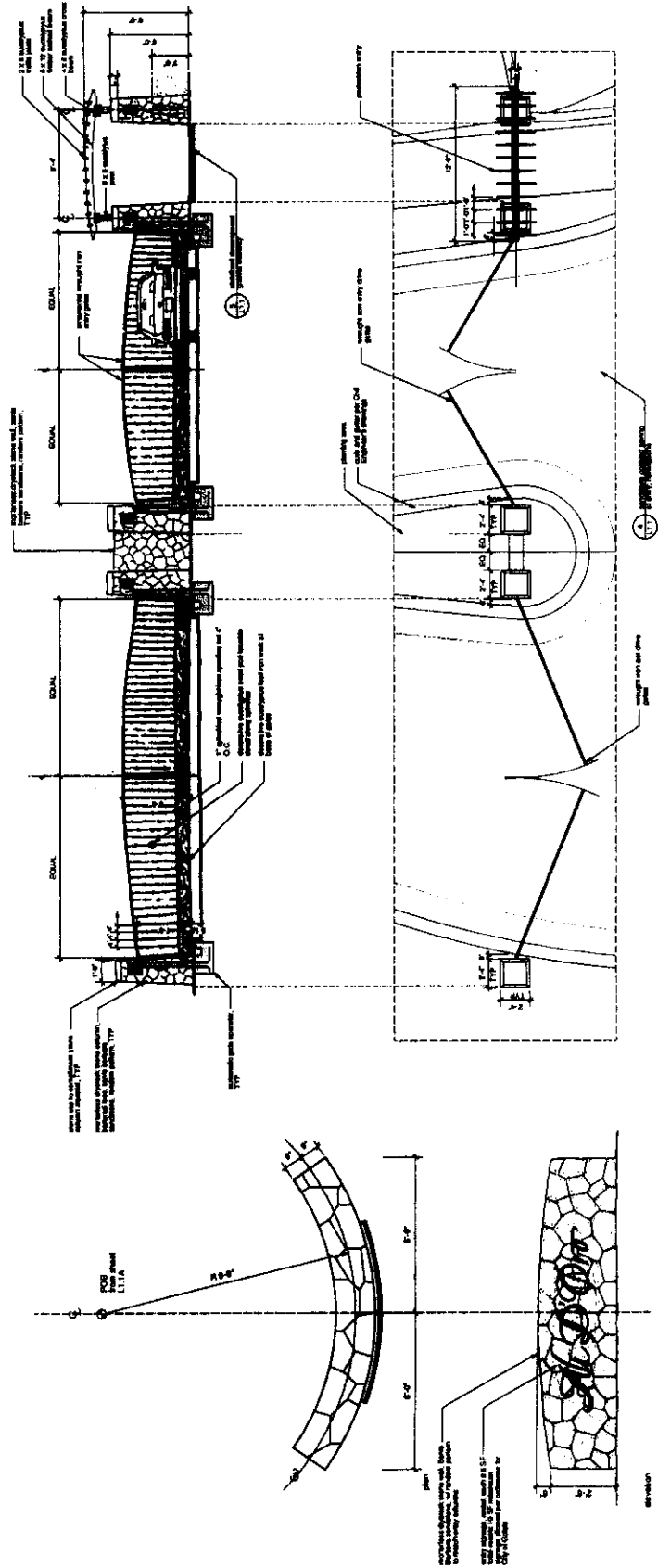
All D.O.D.
Gates, CA



Drawn By	CA
Checked By	CA
Reviewed By	CA
Date	12/20/00

Phase A
Entry Signage &
Gate Details

L1.2



Entry Gates
SCALE: 1/4" = 1'-0"

Entry Monument Signage
SCALE: 3/4" = 1'-0"

Van Aken Associates, Inc.
Landscape Architecture
10000 Van Aken Blvd.
Suite 100
Van Aken, CA 92083
(619) 451-1111

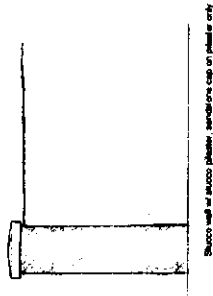
All D'Oro
Landscape Architecture

Van Aken Associates, Inc.

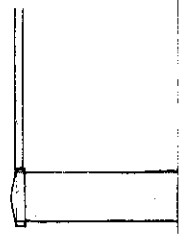
Sheet Date: January 12, 2005
Client: [illegible]
Project: [illegible]
Location: [illegible]
Scale: [illegible]

Van Aken Associates, Inc.
Landscape Architecture
10000 Van Aken Blvd.
Suite 100
Van Aken, CA 92083
(619) 451-1111

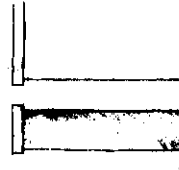
All Phases
Courtyard Walls



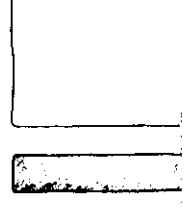
Smooth wall w/ succo planter, decorative cap or planter on top



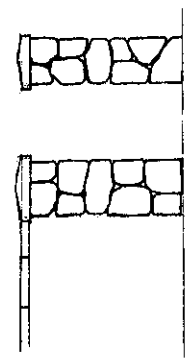
Smooth wall w/ succo planter, decorative cap



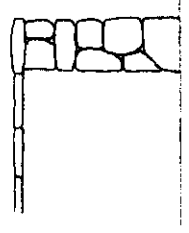
Smooth wall w/ decorative cap



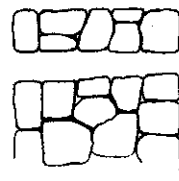
Smooth wall w/ decorative cap



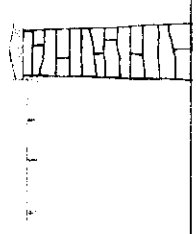
Smooth wall w/ decorative cap and decorative finish, decorative cap and succo planter



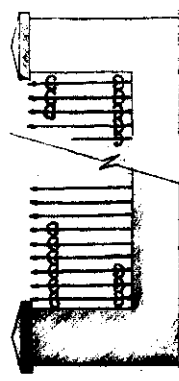
Smooth wall w/ decorative cap and decorative finish, decorative cap and succo planter



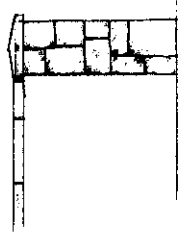
Smooth wall w/ decorative cap and succo planter



Smooth wall w/ decorative cap and succo planter



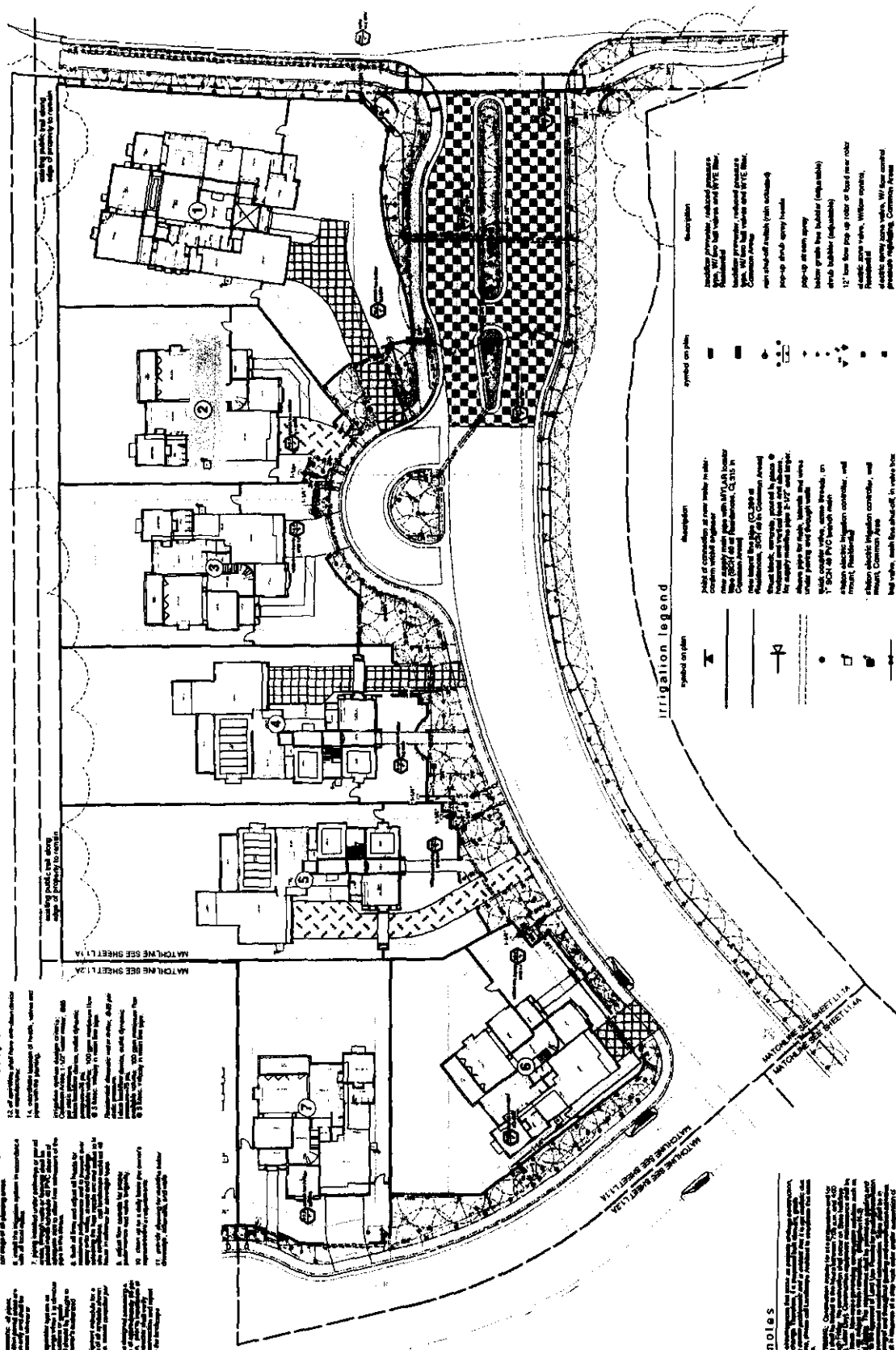
Smooth wall w/ decorative cap and succo planter



Smooth wall w/ decorative cap and succo planter

3'-0" Courtyard Wall Options
Sheet 34 of 37

Scale: 1/4" = 1'-0"



IRRIGATION NOTES

1. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
2. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
3. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
4. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
5. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
6. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
7. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
8. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
9. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
10. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
11. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
12. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
13. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
14. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.
15. All irrigation components shall be installed in accordance with the manufacturer's instructions and the current edition of the National Fire Protection Association (NFPA) Code 504, Standard for the Installation of Sprinkler Systems.

GENERAL NOTES

1. The City of Dallas has approved the final plans for this project. The City of Dallas reserves the right to require modifications to these plans at any time. The City of Dallas is not responsible for any delays or cost overruns caused by the City of Dallas.
2. The City of Dallas has approved the final plans for this project. The City of Dallas reserves the right to require modifications to these plans at any time. The City of Dallas is not responsible for any delays or cost overruns caused by the City of Dallas.
3. The City of Dallas has approved the final plans for this project. The City of Dallas reserves the right to require modifications to these plans at any time. The City of Dallas is not responsible for any delays or cost overruns caused by the City of Dallas.
4. The City of Dallas has approved the final plans for this project. The City of Dallas reserves the right to require modifications to these plans at any time. The City of Dallas is not responsible for any delays or cost overruns caused by the City of Dallas.
5. The City of Dallas has approved the final plans for this project. The City of Dallas reserves the right to require modifications to these plans at any time. The City of Dallas is not responsible for any delays or cost overruns caused by the City of Dallas.

Irrigation legend

Symbol on plan	Description	Symbol on plan	Description
(Symbol)	1/2" ID copper pipe at your meter valve. 1/2" ID copper pipe with 1/2" ID copper control valve. 1/2" ID copper pipe with 1/2" ID copper control valve.	(Symbol)	1/2" ID copper pipe at your meter valve. 1/2" ID copper pipe with 1/2" ID copper control valve. 1/2" ID copper pipe with 1/2" ID copper control valve.
(Symbol)	1/2" ID copper pipe at your meter valve. 1/2" ID copper pipe with 1/2" ID copper control valve. 1/2" ID copper pipe with 1/2" ID copper control valve.	(Symbol)	1/2" ID copper pipe at your meter valve. 1/2" ID copper pipe with 1/2" ID copper control valve. 1/2" ID copper pipe with 1/2" ID copper control valve.
(Symbol)	1/2" ID copper pipe at your meter valve. 1/2" ID copper pipe with 1/2" ID copper control valve. 1/2" ID copper pipe with 1/2" ID copper control valve.	(Symbol)	1/2" ID copper pipe at your meter valve. 1/2" ID copper pipe with 1/2" ID copper control valve. 1/2" ID copper pipe with 1/2" ID copper control valve.
(Symbol)	1/2" ID copper pipe at your meter valve. 1/2" ID copper pipe with 1/2" ID copper control valve. 1/2" ID copper pipe with 1/2" ID copper control valve.	(Symbol)	1/2" ID copper pipe at your meter valve. 1/2" ID copper pipe with 1/2" ID copper control valve. 1/2" ID copper pipe with 1/2" ID copper control valve.

054 of 460

IP/AA
 THE CITY OF
 SAN DIEGO
 WATER DEPARTMENT
 SAN DIEGO, CALIFORNIA
 315 EAST WASHINGTON
 SAN DIEGO, CALIFORNIA 92101
 PHONE: 325-4500
 FAX: 325-4500
 WWW: www.sandiego.gov/water

ALD'ORO
 CIVIL ENGINEERS
 2355 B STREET, SUITE 200
 SAN DIEGO, CA 92101
 TEL: 325-8820



DATE	DESCRIPTION
11/21/07	ISSUED FOR PERMITS
08/24/07	ISSUED FOR PERMITS
07/23/07	ISSUED FOR PERMITS
06/21/07	ISSUED FOR PERMITS
05/15/07	ISSUED FOR PERMITS
04/12/07	ISSUED FOR PERMITS
03/10/07	ISSUED FOR PERMITS
02/09/07	ISSUED FOR PERMITS
01/08/07	ISSUED FOR PERMITS



Scale: 1" = 20' - 0"

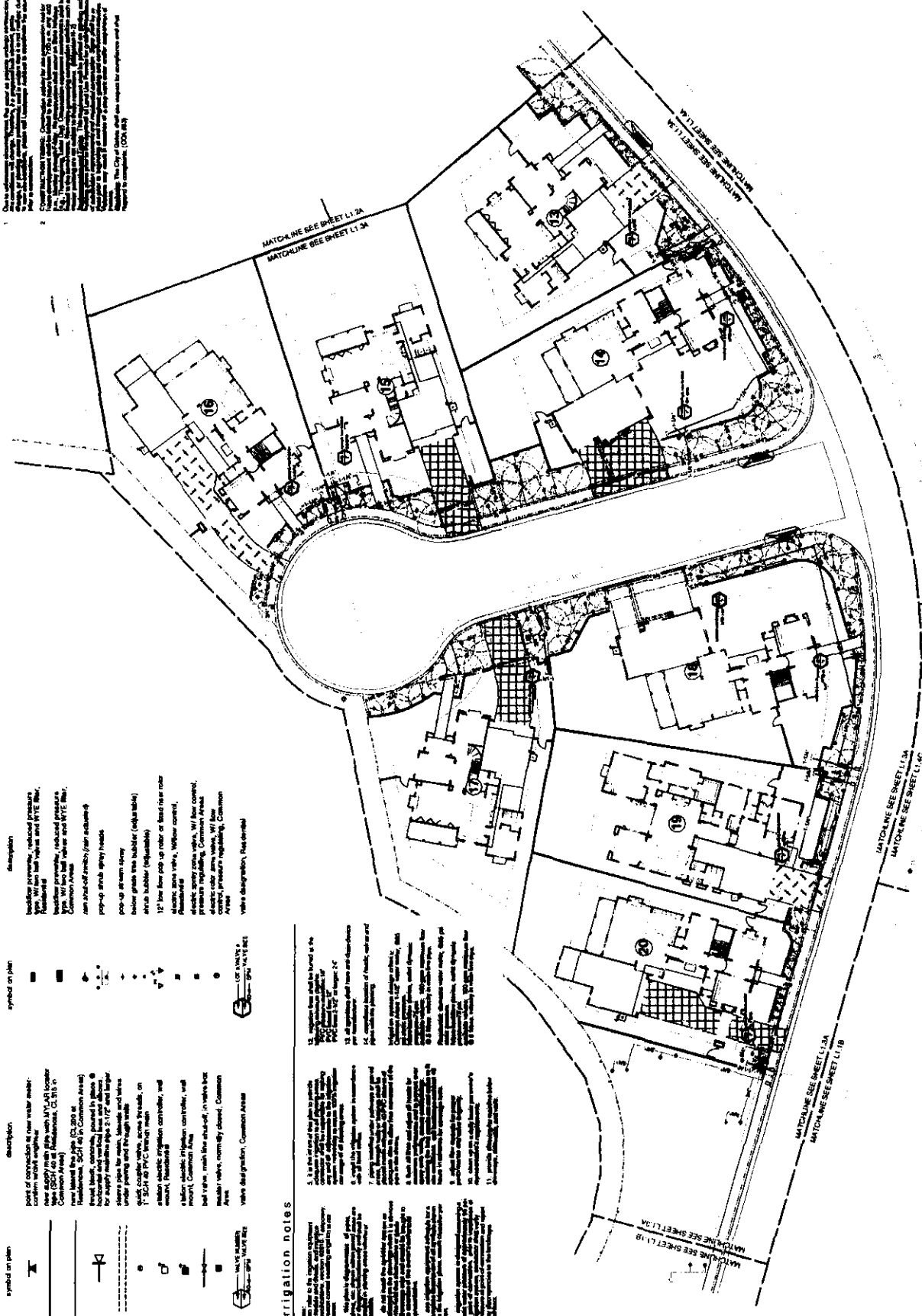
Phase A
 Irrigation
 Partial Plan

L2.3A

GENERAL NOTES
 1. See general notes on drawing sheets L2.1 through L2.4 for general notes and specifications.
 2. Check backflow preventer for the correct model and size.
 3. Check backflow preventer for the correct model and size.
 4. Check backflow preventer for the correct model and size.
 5. Check backflow preventer for the correct model and size.
 6. Check backflow preventer for the correct model and size.
 7. Check backflow preventer for the correct model and size.
 8. Check backflow preventer for the correct model and size.
 9. Check backflow preventer for the correct model and size.
 10. Check backflow preventer for the correct model and size.

symbol on plan	description	symbol on plan	description
	point of connection to sewer water main		backflow preventer, reduced pressure
	backflow preventer, reduced pressure		backflow preventer, reduced pressure
	backflow preventer, reduced pressure		backflow preventer, reduced pressure
	backflow preventer, reduced pressure		backflow preventer, reduced pressure
	backflow preventer, reduced pressure		backflow preventer, reduced pressure
	backflow preventer, reduced pressure		backflow preventer, reduced pressure
	backflow preventer, reduced pressure		backflow preventer, reduced pressure
	backflow preventer, reduced pressure		backflow preventer, reduced pressure
	backflow preventer, reduced pressure		backflow preventer, reduced pressure
	backflow preventer, reduced pressure		backflow preventer, reduced pressure
	backflow preventer, reduced pressure		backflow preventer, reduced pressure

irrigation notes
 1. See general notes on drawing sheets L2.1 through L2.4 for general notes and specifications.
 2. Check backflow preventer for the correct model and size.
 3. Check backflow preventer for the correct model and size.
 4. Check backflow preventer for the correct model and size.
 5. Check backflow preventer for the correct model and size.
 6. Check backflow preventer for the correct model and size.
 7. Check backflow preventer for the correct model and size.
 8. Check backflow preventer for the correct model and size.
 9. Check backflow preventer for the correct model and size.
 10. Check backflow preventer for the correct model and size.



Matchline see sheet L1.2A
 Matchline see sheet L1.3A
 Matchline see sheet L1.4A
 Matchline see sheet L1.5A
 Matchline see sheet L1.6A
 Matchline see sheet L1.7A
 Matchline see sheet L1.8A
 Matchline see sheet L1.9A
 Matchline see sheet L1.10A

101-27

18. JTB
Vic. AM
Associates, Inc.
1000 ...
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AD D'ORO
Civil E.
1000 ...



Scale: 1" = 40'
Date: 10/1/78
Sheet: 101-27

General notes
1. The irrigation system is to be installed in accordance with the California Irrigation System Act, Chapter 212, and the California Water Code, Chapter 17.
2. The irrigation system shall be installed in accordance with the California Irrigation System Act, Chapter 212, and the California Water Code, Chapter 17.
3. The irrigation system shall be installed in accordance with the California Irrigation System Act, Chapter 212, and the California Water Code, Chapter 17.

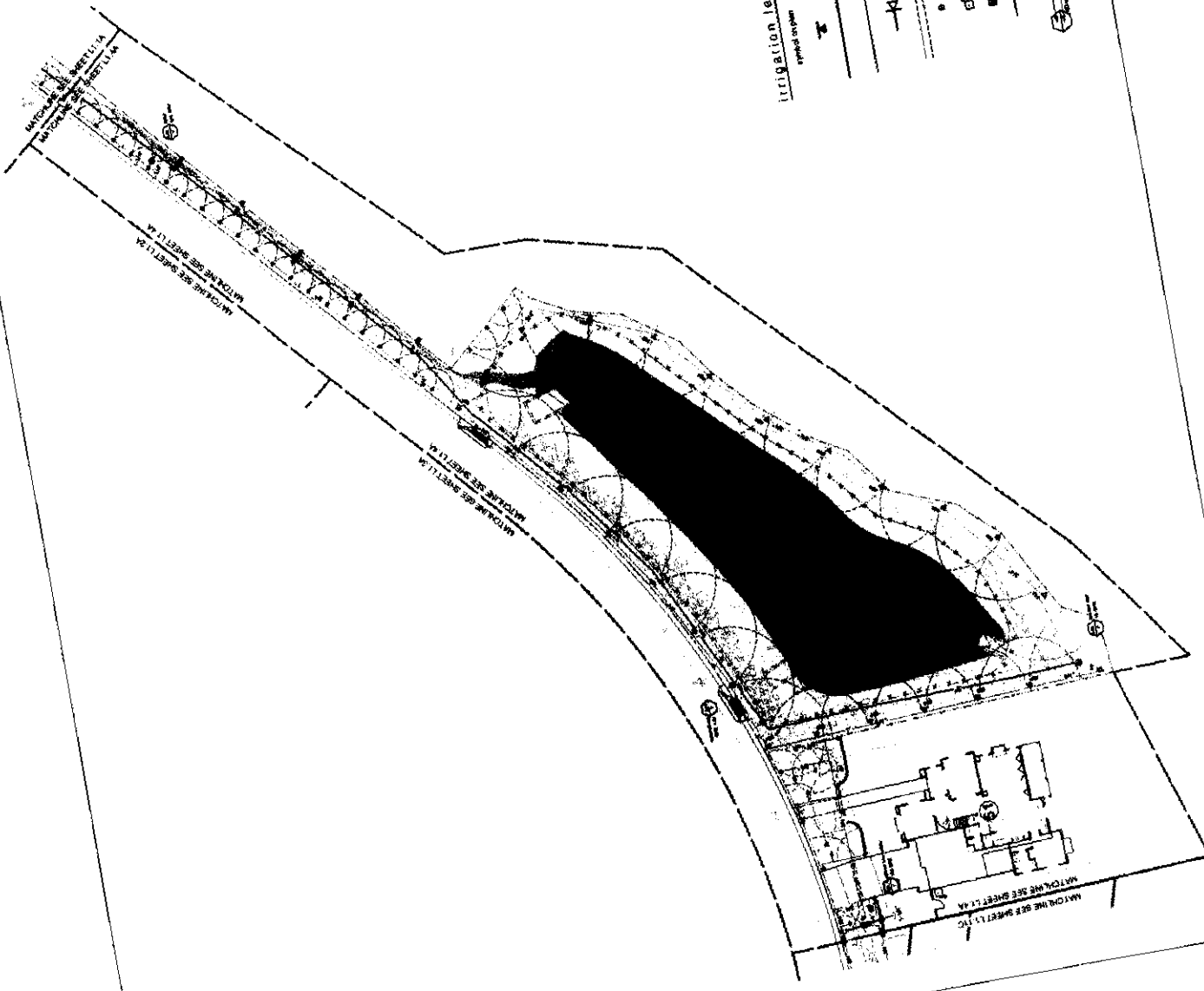
Irrigation notes
1. The irrigation system is to be installed in accordance with the California Irrigation System Act, Chapter 212, and the California Water Code, Chapter 17.
2. The irrigation system shall be installed in accordance with the California Irrigation System Act, Chapter 212, and the California Water Code, Chapter 17.



Scale: 1" = 40'
Date: 10/1/78
Sheet: 101-27

Phase A
Irrigation
Partial Plan

L2.4A



Irrigation legend

Table with 2 columns: Symbol, Description. It lists symbols for various irrigation components such as valves, gates, and lines.

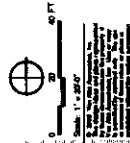
Irrigation notes

Table with 2 columns: Symbol, Description. It lists symbols for various irrigation components such as valves, gates, and lines.

Irrigation notes

Table with 2 columns: Symbol, Description. It lists symbols for various irrigation components such as valves, gates, and lines.

02h no 047



Irrigation Legend

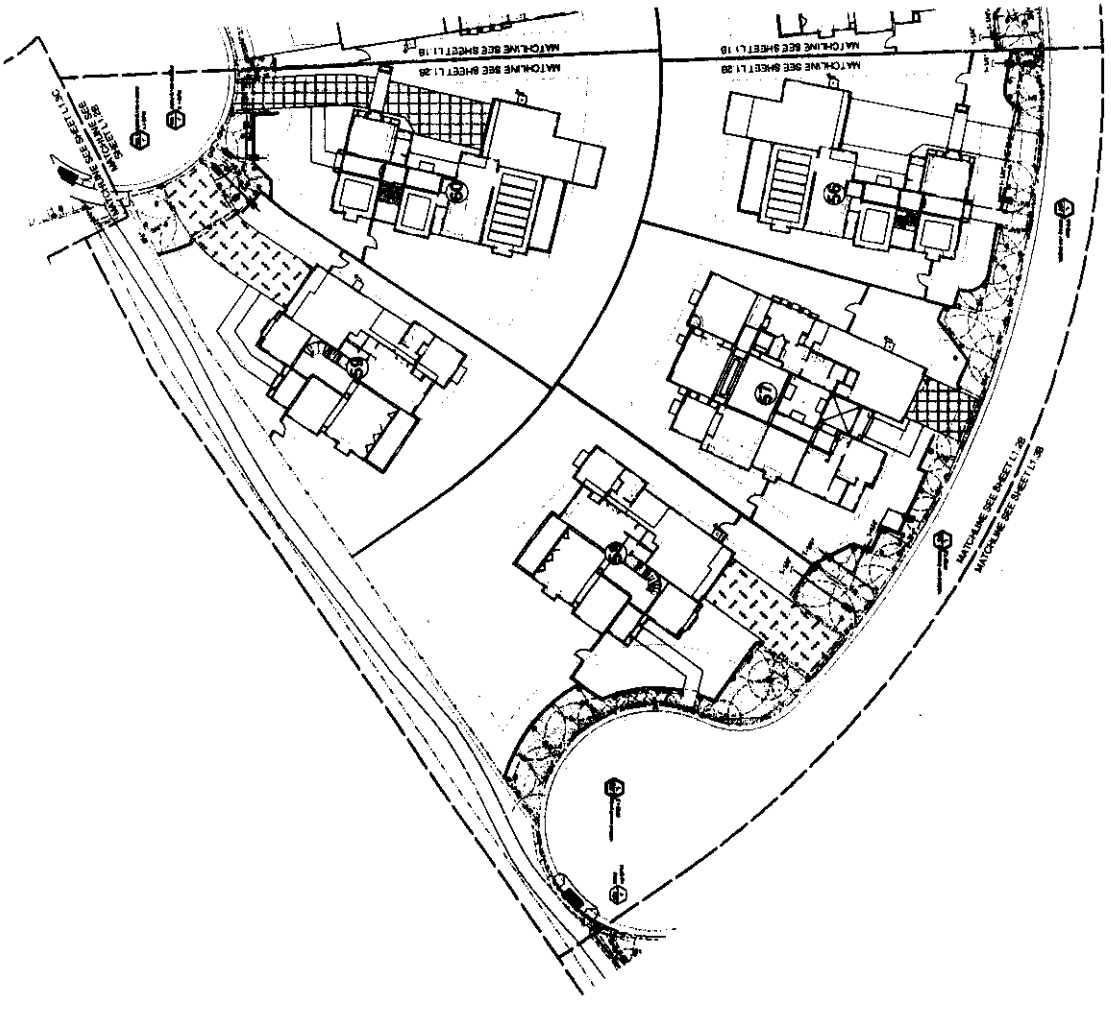
Symbol on plan	Description
[Symbol 1]	point of connection of new water in main
[Symbol 2]	water BSCW meter with MFLUAR control
[Symbol 3]	water BSCW meter with MFLUAR control
[Symbol 4]	water BSCW meter with MFLUAR control
[Symbol 5]	water BSCW meter with MFLUAR control
[Symbol 6]	water BSCW meter with MFLUAR control
[Symbol 7]	water BSCW meter with MFLUAR control
[Symbol 8]	water BSCW meter with MFLUAR control
[Symbol 9]	water BSCW meter with MFLUAR control
[Symbol 10]	water BSCW meter with MFLUAR control
[Symbol 11]	water BSCW meter with MFLUAR control
[Symbol 12]	water BSCW meter with MFLUAR control
[Symbol 13]	water BSCW meter with MFLUAR control
[Symbol 14]	water BSCW meter with MFLUAR control
[Symbol 15]	water BSCW meter with MFLUAR control
[Symbol 16]	water BSCW meter with MFLUAR control
[Symbol 17]	water BSCW meter with MFLUAR control
[Symbol 18]	water BSCW meter with MFLUAR control
[Symbol 19]	water BSCW meter with MFLUAR control
[Symbol 20]	water BSCW meter with MFLUAR control

Irrigation notes

1. All irrigation lines shall be installed in accordance with the Utah State Engineer's Office (USSE) Rules and Regulations, Chapter 207, Part 2, Section 102-207-1, 102-207-2, 102-207-3, 102-207-4, 102-207-5, 102-207-6, 102-207-7, 102-207-8, 102-207-9, 102-207-10, 102-207-11, 102-207-12, 102-207-13, 102-207-14, 102-207-15, 102-207-16, 102-207-17, 102-207-18, 102-207-19, 102-207-20, 102-207-21, 102-207-22, 102-207-23, 102-207-24, 102-207-25, 102-207-26, 102-207-27, 102-207-28, 102-207-29, 102-207-30, 102-207-31, 102-207-32, 102-207-33, 102-207-34, 102-207-35, 102-207-36, 102-207-37, 102-207-38, 102-207-39, 102-207-40, 102-207-41, 102-207-42, 102-207-43, 102-207-44, 102-207-45, 102-207-46, 102-207-47, 102-207-48, 102-207-49, 102-207-50, 102-207-51, 102-207-52, 102-207-53, 102-207-54, 102-207-55, 102-207-56, 102-207-57, 102-207-58, 102-207-59, 102-207-60, 102-207-61, 102-207-62, 102-207-63, 102-207-64, 102-207-65, 102-207-66, 102-207-67, 102-207-68, 102-207-69, 102-207-70, 102-207-71, 102-207-72, 102-207-73, 102-207-74, 102-207-75, 102-207-76, 102-207-77, 102-207-78, 102-207-79, 102-207-80, 102-207-81, 102-207-82, 102-207-83, 102-207-84, 102-207-85, 102-207-86, 102-207-87, 102-207-88, 102-207-89, 102-207-90, 102-207-91, 102-207-92, 102-207-93, 102-207-94, 102-207-95, 102-207-96, 102-207-97, 102-207-98, 102-207-99, 102-207-100.

General notes

1. The City of Ogden shall be responsible for the construction of the irrigation system in accordance with the Utah State Engineer's Office (USSE) Rules and Regulations, Chapter 207, Part 2, Section 102-207-1, 102-207-2, 102-207-3, 102-207-4, 102-207-5, 102-207-6, 102-207-7, 102-207-8, 102-207-9, 102-207-10, 102-207-11, 102-207-12, 102-207-13, 102-207-14, 102-207-15, 102-207-16, 102-207-17, 102-207-18, 102-207-19, 102-207-20, 102-207-21, 102-207-22, 102-207-23, 102-207-24, 102-207-25, 102-207-26, 102-207-27, 102-207-28, 102-207-29, 102-207-30, 102-207-31, 102-207-32, 102-207-33, 102-207-34, 102-207-35, 102-207-36, 102-207-37, 102-207-38, 102-207-39, 102-207-40, 102-207-41, 102-207-42, 102-207-43, 102-207-44, 102-207-45, 102-207-46, 102-207-47, 102-207-48, 102-207-49, 102-207-50, 102-207-51, 102-207-52, 102-207-53, 102-207-54, 102-207-55, 102-207-56, 102-207-57, 102-207-58, 102-207-59, 102-207-60, 102-207-61, 102-207-62, 102-207-63, 102-207-64, 102-207-65, 102-207-66, 102-207-67, 102-207-68, 102-207-69, 102-207-70, 102-207-71, 102-207-72, 102-207-73, 102-207-74, 102-207-75, 102-207-76, 102-207-77, 102-207-78, 102-207-79, 102-207-80, 102-207-81, 102-207-82, 102-207-83, 102-207-84, 102-207-85, 102-207-86, 102-207-87, 102-207-88, 102-207-89, 102-207-90, 102-207-91, 102-207-92, 102-207-93, 102-207-94, 102-207-95, 102-207-96, 102-207-97, 102-207-98, 102-207-99, 102-207-100.



01-27

irrigation legend

symbol on plan	description
(Symbol: solid black square)	point of connection of main water in water main and irrigation system
(Symbol: solid black circle)	main water valve, normally closed, Common Area
(Symbol: circle with crosshair)	main water valve, normally open, Common Area
(Symbol: circle with horizontal lines)	main water valve, normally closed, Common Area
(Symbol: circle with vertical lines)	main water valve, normally open, Common Area

symbol on plan	description
(Symbol: solid black square)	backflow preventer, reduced pressure, 150 psi, 1/2" NPT, 150 lbs test, WTE 1/2", Common Area
(Symbol: solid black circle)	backflow preventer, reduced pressure, 150 psi, 1/2" NPT, 150 lbs test, WTE 1/2", Common Area
(Symbol: circle with crosshair)	12" low flow pop-up valve or float flow (not for use as a backflow preventer)
(Symbol: circle with horizontal lines)	backflow preventer, reduced pressure, 150 psi, 1/2" NPT, 150 lbs test, WTE 1/2", Common Area
(Symbol: circle with vertical lines)	backflow preventer, reduced pressure, 150 psi, 1/2" NPT, 150 lbs test, WTE 1/2", Common Area

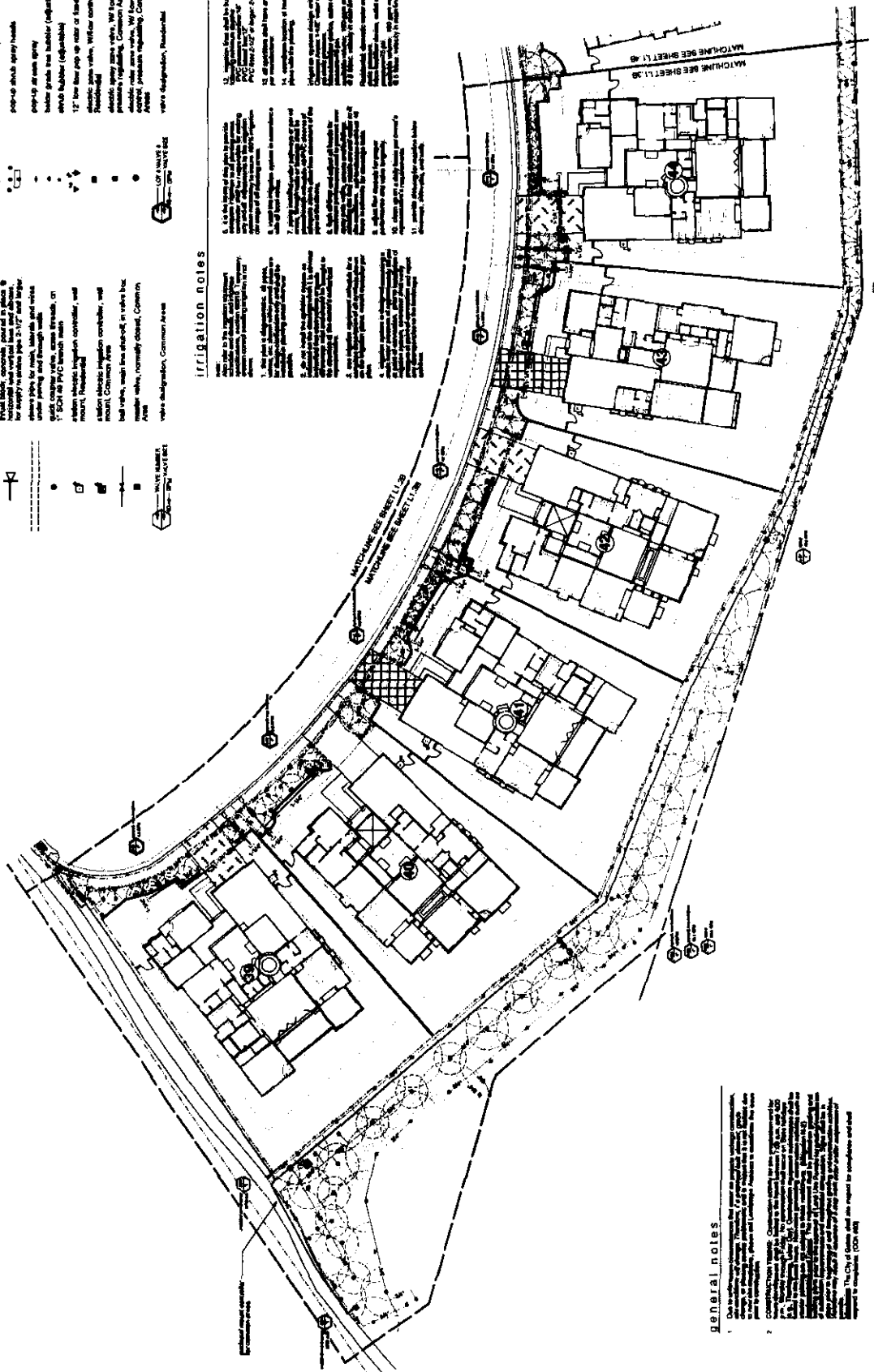
YEAH
 YEAH Associates, Inc.
 Landscape Architects
 Planning
 Civil
 Electrical
 Mechanical
 PE License No. 0000000000

Alli D'Orco
 Civil Engineer
 License No. 0000000000

151 OF 460

irrigation notes

1. See plan for irrigation system layout.
2. All piping shall be installed in accordance with the applicable code requirements.
3. All piping shall be installed in accordance with the applicable code requirements.
4. All piping shall be installed in accordance with the applicable code requirements.
5. All piping shall be installed in accordance with the applicable code requirements.
6. All piping shall be installed in accordance with the applicable code requirements.
7. All piping shall be installed in accordance with the applicable code requirements.
8. All piping shall be installed in accordance with the applicable code requirements.
9. All piping shall be installed in accordance with the applicable code requirements.
10. All piping shall be installed in accordance with the applicable code requirements.
11. All piping shall be installed in accordance with the applicable code requirements.
12. All piping shall be installed in accordance with the applicable code requirements.
13. All piping shall be installed in accordance with the applicable code requirements.
14. All piping shall be installed in accordance with the applicable code requirements.
15. All piping shall be installed in accordance with the applicable code requirements.
16. All piping shall be installed in accordance with the applicable code requirements.
17. All piping shall be installed in accordance with the applicable code requirements.
18. All piping shall be installed in accordance with the applicable code requirements.
19. All piping shall be installed in accordance with the applicable code requirements.
20. All piping shall be installed in accordance with the applicable code requirements.



general notes

1. Due to weather conditions, the contractor shall be responsible for the protection of the existing utilities and structures on the site. The contractor shall be responsible for the protection of the existing utilities and structures on the site.

2. The contractor shall be responsible for the protection of the existing utilities and structures on the site. The contractor shall be responsible for the protection of the existing utilities and structures on the site.

Scale: 1" = 10' FT

North Arrow

0 10 20 30 40 50 FT

Phase B
 Irrigation
 Partial Plan

L2.3B

IRRIGATION NOTES

- 1. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.
- 2. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.
- 3. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.
- 4. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.
- 5. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.
- 6. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.
- 7. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.
- 8. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.
- 9. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.
- 10. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.
- 11. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.



GENERAL NOTES

1. Do not install irrigation piping in areas where it would conflict with existing utilities or where it is prohibited by local ordinances. Verify all utility locations and depths before installation.

2. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.

3. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.

4. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.

5. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.

6. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.

7. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.

8. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.

9. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.

10. All irrigation piping shall be installed in the trench as indicated on this plan. All trench walls shall be 4" thick concrete.

Irrigation legend

symbol on plan	description	symbol on plan	description
	point of connection of new water meter, common island expansion, 1/2"...		1" PVC branch main
	1/2" PVC branch main		valve and emitter
	1/4" PVC branch main		electric irrigation controller
	1/8" PVC branch main		pressure regulator
	3/8" PVC branch main		backflow preventer
	1" PVC branch main		backflow preventer with dual check valves
	1" PVC branch main		pop-up shock spray nozzle
	1" PVC branch main		pop-up stream spray
	1" PVC branch main		pop-up jet spray
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main
	1" PVC branch main		1" PVC branch main

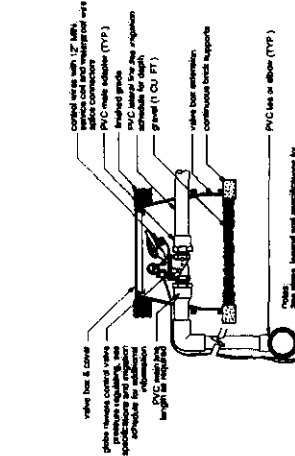
Van Mils Associates, Inc.
Irrigation
P.O. Box 308
Carmel, CA 95006
408/438-9500

ALDOTO
Carmel, CA

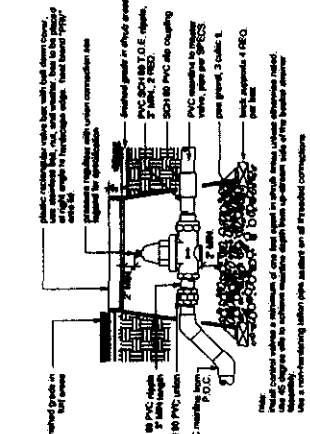


Sheet No. 101-27
Date: 11/80
Scale: 1/2" = 1'-0"

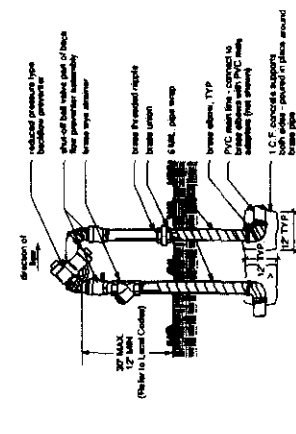
Irrigation Equipment Schedule	
Item	Description
1	1/2" x 1/2" x 1/2" PVC Tee
2	1/2" x 1/2" x 1/2" PVC Elbow
3	1/2" x 1/2" x 1/2" PVC Tee
4	1/2" x 1/2" x 1/2" PVC Tee
5	1/2" x 1/2" x 1/2" PVC Tee
6	1/2" x 1/2" x 1/2" PVC Tee
7	1/2" x 1/2" x 1/2" PVC Tee
8	1/2" x 1/2" x 1/2" PVC Tee
9	1/2" x 1/2" x 1/2" PVC Tee
10	1/2" x 1/2" x 1/2" PVC Tee
11	1/2" x 1/2" x 1/2" PVC Tee
12	1/2" x 1/2" x 1/2" PVC Tee
13	1/2" x 1/2" x 1/2" PVC Tee
14	1/2" x 1/2" x 1/2" PVC Tee
15	1/2" x 1/2" x 1/2" PVC Tee
16	1/2" x 1/2" x 1/2" PVC Tee
17	1/2" x 1/2" x 1/2" PVC Tee
18	1/2" x 1/2" x 1/2" PVC Tee
19	1/2" x 1/2" x 1/2" PVC Tee
20	1/2" x 1/2" x 1/2" PVC Tee



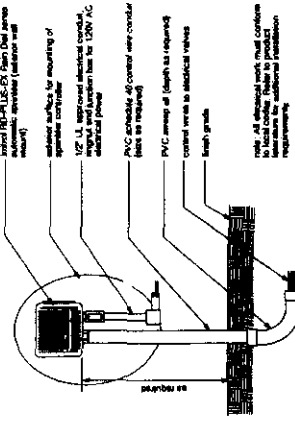
4 Valve Assembly - Common Areas
Scale: 1/2" = 1'-0"



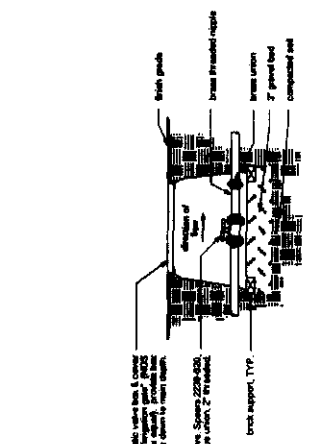
3 Pressure Regulator - Residential
Scale: 1/2" = 1'-0"



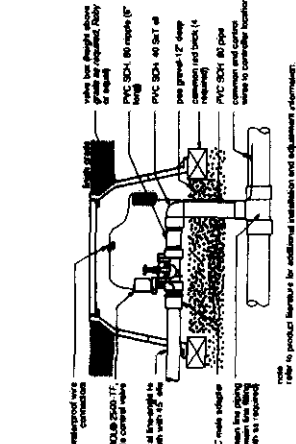
2 Backflow Preventer - Residential
Scale: 1/2" = 1'-0"



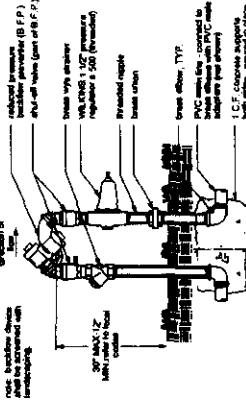
7 Irrigation Controller
Scale: 1/2" = 1'-0"



5 Ball Valve
Scale: 1/2" = 1'-0"



6 Valve Assembly - Residential
Scale: 1/2" = 1'-0"



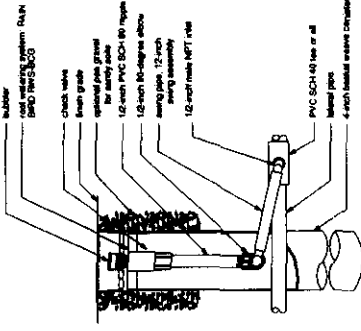
1 Backflow Preventer - Common Area
Scale: 1/2" = 1'-0"

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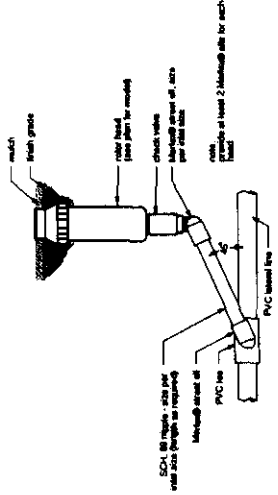
1/18
Vivian Associates, Inc.
Irrigation
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All Doro
Irrigation, Inc.
Irrigation
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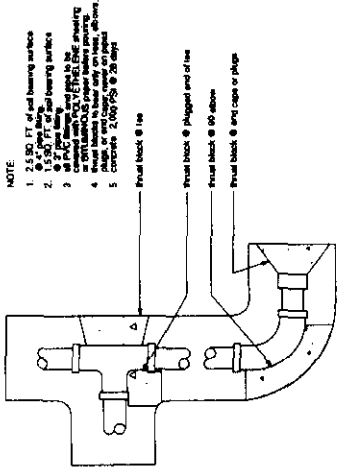
Issue Date: January 12, 2000
Drawn by: JLN
Checked by: JLN
Reviewed by: JLN
Scale: 1" = 1'-0"



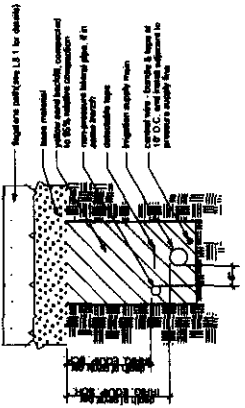
3 Below Grade Bubble
Scale: 1" = 1'-0"



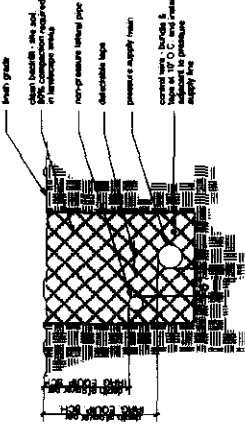
2 Pop-up Spray Head
Scale: 1" = 1'-0"



6 Thrust Block
Scale: 1" = 1'-0"



5 Pipe & Wire Installation in Paved Areas
Scale: 1" = 1'-0"



4 Pipe & Wire Installation in Landscape Areas
Scale: 1" = 1'-0"

017 #154

GENERAL NOTES
 1. The information shown on this drawing is based on the information provided by the client and is not a warranty of any kind.
 2. The information shown on this drawing is not intended to be used as a basis for any legal action.
 3. The information shown on this drawing is not intended to be used as a basis for any insurance claim.
 4. The information shown on this drawing is not intended to be used as a basis for any other legal action.
 5. The information shown on this drawing is not intended to be used as a basis for any other legal action.

Planting Notes

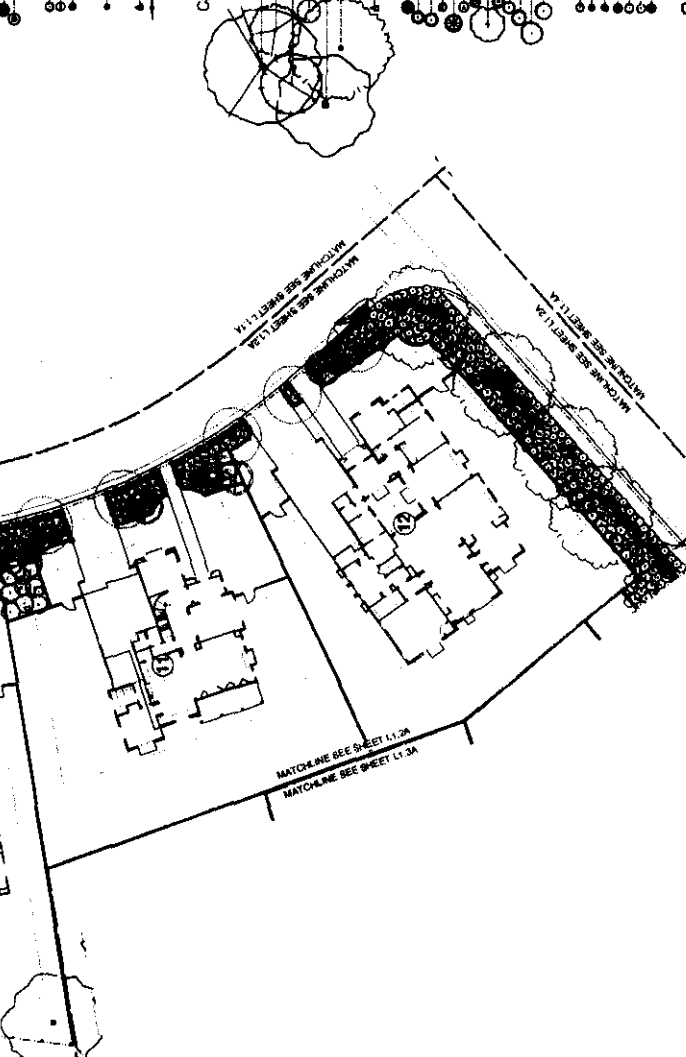
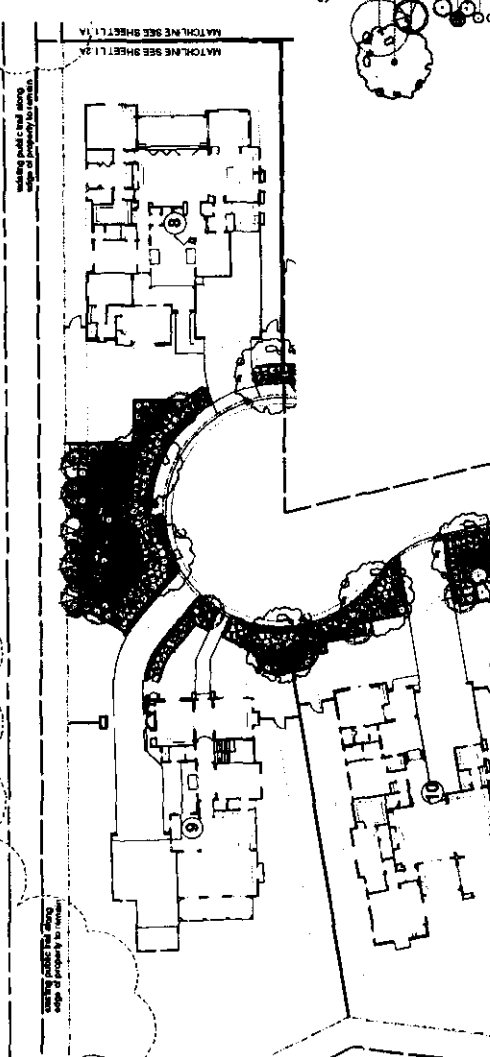
1. All plantings shall be installed in accordance with the following specifications:
 a. All trees shall be installed in accordance with the following specifications:
 i. All trees shall be installed in accordance with the following specifications:
 ii. All trees shall be installed in accordance with the following specifications:

AI D'DRO
 ARCHITECT
 1000 S. ...
 ...

Symbol	Common Name	Size	Spacing
①	Fruitful European Olive	4" dia	per plan
②	Orchid Tree	3" dia	per plan
③	Catalpa	5' tall	30'
④	Orange	5' tall	30'
⑤	Shrub	5' tall	30'
⑥	Shrub	5' tall	30'
⑦	Shrub	5' tall	30'
⑧	Shrub	5' tall	30'

Symbol	Common Name	Size	Spacing
①	White Alder	4" dia	per plan
②	Western Redbud	2" dia	per plan
③	Fern	4" dia	per plan
④	California Manzanita	2" dia	per plan
⑤	California Iris	4" dia	per plan
⑥	California Iris	4" dia	per plan
⑦	California Iris	4" dia	per plan
⑧	California Iris	4" dia	per plan

- PERENNIALS**
 - ...
SPERMATOPHYTES
 - ...
CONIFERS
 - ...
GROUNDCOVERS
 - ...
VINES AND SPALLERS
 - ...
SHRUBS
 - ...
TREES
 - ...

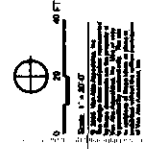


091-4-960

Yee Aho Architects, Inc.
Architects
1100 West 12th Street
Seattle, WA 98101
Tel: 206-461-1100
Fax: 206-461-1101

AL D'ORO
Civil Engineer
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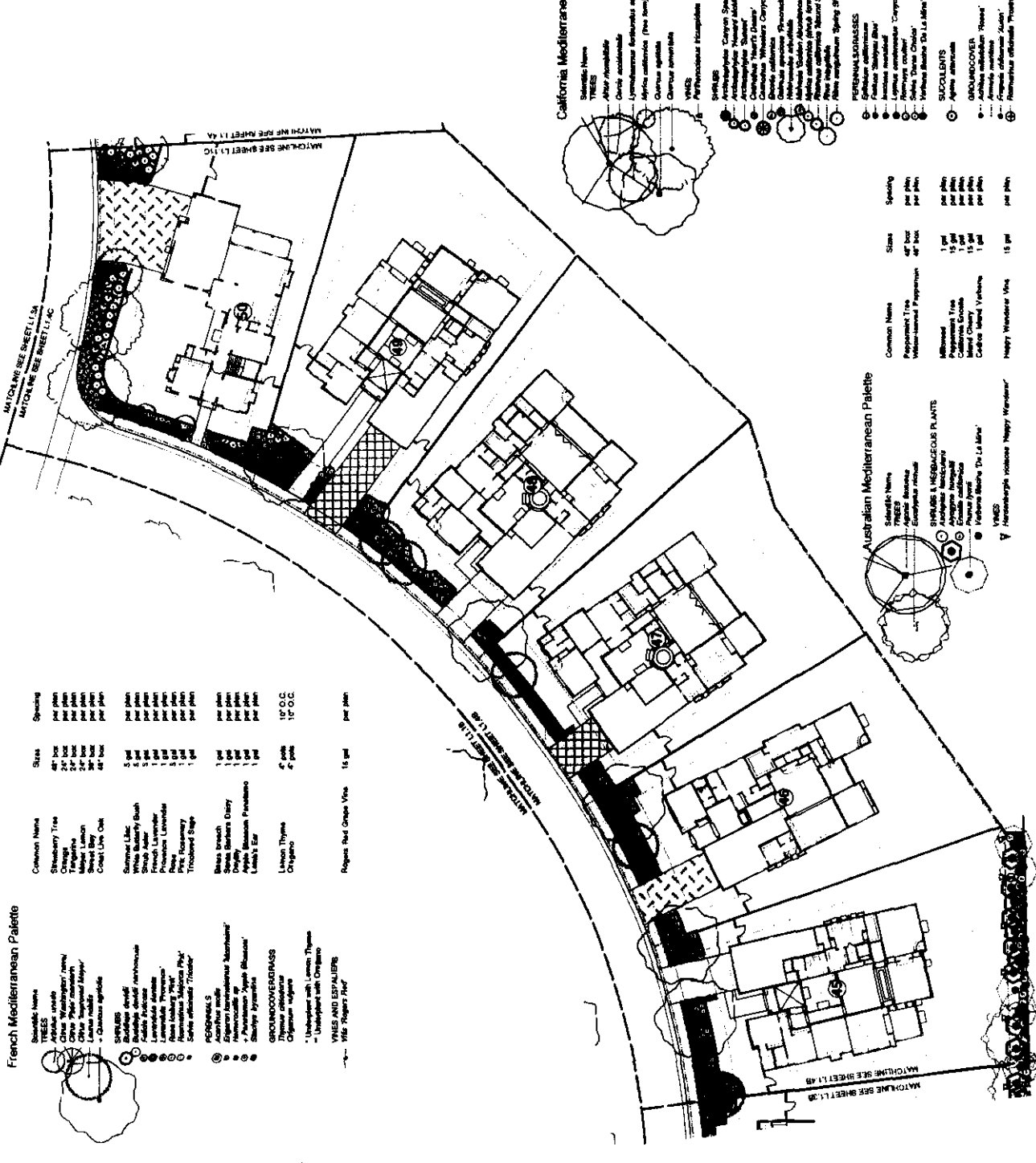
North: 0° 00' 00"
East: 90° 00' 00"
South: 180° 00' 00"
West: 270° 00' 00"



Phase B
Partial Plan
L3.4B

General notes
1. All plantings shall be installed in accordance with the specifications and schedule of materials provided herein.
2. All plantings shall be installed in accordance with the specifications and schedule of materials provided herein.

Planting Notes
1. All plantings shall be installed in accordance with the specifications and schedule of materials provided herein.
2. All plantings shall be installed in accordance with the specifications and schedule of materials provided herein.



French Mediterranean Palette
Symbolic Name: Olive, Fig, Lemon, Lavender, etc.
Common Name: Olive, Fig, Lemon, Lavender, etc.
Size: 4" pot, 8" pot, etc.
Spacing: 10' O.C., 12' O.C., etc.

Australian Mediterranean Palette
Symbolic Name: Agave, Eucalyptus, etc.
Common Name: Agave, Eucalyptus, etc.
Size: 15" pot, etc.
Spacing: 10' O.C., etc.

California Mediterranean Palette
Symbolic Name: White Aster, Western Redbud, etc.
Common Name: White Aster, Western Redbud, etc.
Size: 4" pot, 8" pot, etc.
Spacing: 10' O.C., etc.

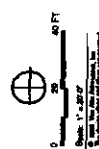
California Mediterranean Palette Legend
Symbolic Name: White Aster, Western Redbud, etc.
Common Name: White Aster, Western Redbud, etc.
Size: 4" pot, 8" pot, etc.
Spacing: 10' O.C., etc.

105 of 160

H.A.H.
Van Allen Associates, Inc.
 Landscape Architecture
 Planning
 Engineering
 Consulting
 21050 Via De la Valle
 San Francisco, CA 94134

ALIDIVIO
 Santa Clara
 Project: Eminent Domain
 North San Jose, January 12, 2008

Date	By	Description
1-15-08	DWH	Site Plan
2-11-08	DWH	Site Plan
3-12-08	DWH	Site Plan
4-15-08	DWH	Site Plan
5-15-08	DWH	Site Plan



Scale: 1" = 40' ±
 Project: Eminent Domain
 North San Jose, January 12, 2008
 Drawing No.: 101-27
 Sheet No.: L3.1C

PLANTING NOTES

- Planting notes are shown on this sheet and also on sheets 101-27, 101-28, 101-29, 101-30, 101-31, 101-32, 101-33, 101-34, 101-35, 101-36, 101-37, 101-38, 101-39, 101-40, 101-41, 101-42, 101-43, 101-44, 101-45, 101-46, 101-47, 101-48, 101-49, 101-50, 101-51, 101-52, 101-53, 101-54, 101-55, 101-56, 101-57, 101-58, 101-59, 101-60, 101-61, 101-62, 101-63, 101-64, 101-65, 101-66, 101-67, 101-68, 101-69, 101-70, 101-71, 101-72, 101-73, 101-74, 101-75, 101-76, 101-77, 101-78, 101-79, 101-80, 101-81, 101-82, 101-83, 101-84, 101-85, 101-86, 101-87, 101-88, 101-89, 101-90, 101-91, 101-92, 101-93, 101-94, 101-95, 101-96, 101-97, 101-98, 101-99, 101-100.
- All trees and plants are to be installed by the contractor. The contractor shall be responsible for all planting, watering, and maintenance for a period of one (1) year after completion of the work.

California Mediterranean Planting Legend

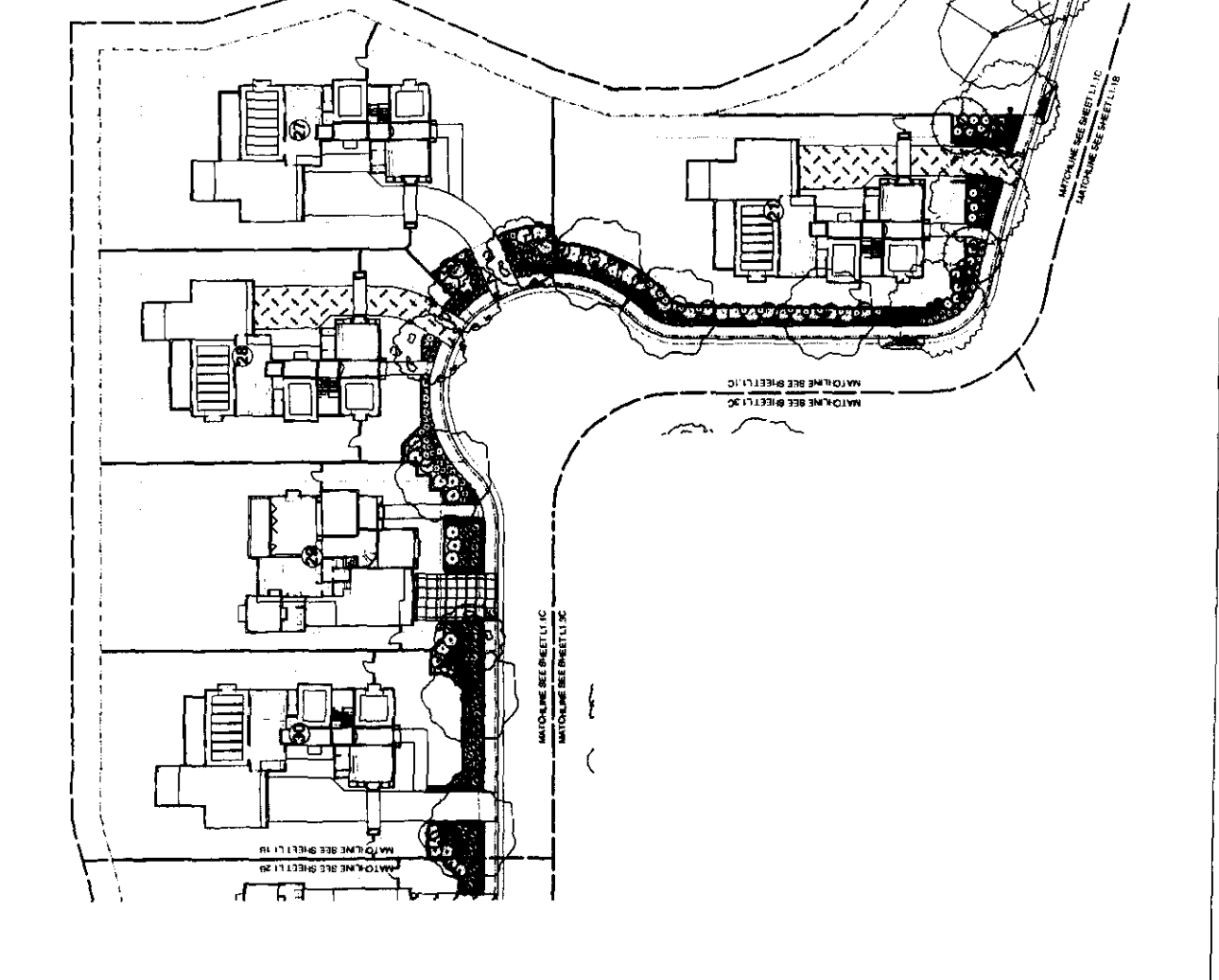
Scientific Name	Common Name	Size	Spacing
<i>White Ash</i>	White Ash	4" Hc	per plan
<i>Western Redbud</i>	Western Redbud	24" Hc	per plan
<i>Form-leaved California Poppy</i>	Form-leaved California Poppy	4" Hc	per plan
<i>California New York</i>	California New York	24" Hc	per plan
<i>Coast Live Oak</i>	Coast Live Oak	4" Hc	per plan
<i>Meadow Oak</i>	Meadow Oak	4" Hc	per plan
BRICKS	Brick Ivy	5' Hc	per plan
<i>Manzanita</i>	Manzanita	5' Hc	per plan
<i>Monterey Cypress</i>	Monterey Cypress	6" Hc	per plan
<i>Graceland</i>	Graceland	8" Hc	per plan
<i>California Eucalyptus</i>	California Eucalyptus	1' Hc	per plan
<i>Toment Bark Strip-plug</i>	Toment Bark Strip-plug	1' Hc	per plan
<i>Orange Ring</i>	Orange Ring	5' Hc	per plan
<i>California New York</i>	California New York	5' Hc	per plan
<i>Loveland Berry</i>	Loveland Berry	5' Hc	per plan
<i>Pink Flowering Currant</i>	Pink Flowering Currant	5' Hc	per plan
<i>California Eucalyptus</i>	California Eucalyptus	1' Hc	per plan
<i>Black Blue Ficus</i>	Black Blue Ficus	1' Hc	per plan
<i>Coast Live Oak</i>	Coast Live Oak	4" Hc	per plan
<i>Black Blue Ficus</i>	Black Blue Ficus	1' Hc	per plan
<i>Manzanita</i>	Manzanita	1' Hc	per plan
<i>Mullein Berry</i>	Mullein Berry	1' Hc	per plan
<i>Sage</i>	Sage	1' Hc	per plan
<i>California Island Verbena</i>	California Island Verbena	1' Hc	per plan
<i>Blue Agave</i>	Blue Agave	1' Hc	per plan
<i>Pink Yarrow</i>	Pink Yarrow	1' Hc	per plan
<i>Sea Thrift</i>	Sea Thrift	1' Hc	per plan
<i>Beach Strawberry</i>	Beach Strawberry	1' Hc	per plan
<i>Prostrate Rosemary</i>	Prostrate Rosemary	1' Hc	per plan

GENERAL NOTES

- The Client is responsible for providing accurate site information and for obtaining all necessary permits and approvals. The Client shall be responsible for all utility lines and easements shown on the site plan. The Contractor shall be responsible for all planting, watering, and maintenance for a period of one (1) year after completion of the work.
- All trees and plants are to be installed by the contractor. The contractor shall be responsible for all planting, watering, and maintenance for a period of one (1) year after completion of the work.

Italian Mediterranean Planting Legend

Scientific Name	Common Name	Size	Spacing
<i>Manzanita</i>	Manzanita	5' Hc	per plan
<i>Monterey Cypress</i>	Monterey Cypress	6" Hc	per plan
<i>Graceland</i>	Graceland	8" Hc	per plan
<i>California Eucalyptus</i>	California Eucalyptus	1' Hc	per plan
<i>Toment Bark Strip-plug</i>	Toment Bark Strip-plug	1' Hc	per plan
<i>Orange Ring</i>	Orange Ring	5' Hc	per plan
<i>California New York</i>	California New York	5' Hc	per plan
<i>Loveland Berry</i>	Loveland Berry	5' Hc	per plan
<i>Pink Flowering Currant</i>	Pink Flowering Currant	5' Hc	per plan
<i>California Eucalyptus</i>	California Eucalyptus	1' Hc	per plan
<i>Black Blue Ficus</i>	Black Blue Ficus	1' Hc	per plan
<i>Coast Live Oak</i>	Coast Live Oak	4" Hc	per plan
<i>Black Blue Ficus</i>	Black Blue Ficus	1' Hc	per plan
<i>Manzanita</i>	Manzanita	1' Hc	per plan
<i>Mullein Berry</i>	Mullein Berry	1' Hc	per plan
<i>Sage</i>	Sage	1' Hc	per plan
<i>California Island Verbena</i>	California Island Verbena	1' Hc	per plan
<i>Blue Agave</i>	Blue Agave	1' Hc	per plan
<i>Pink Yarrow</i>	Pink Yarrow	1' Hc	per plan
<i>Sea Thrift</i>	Sea Thrift	1' Hc	per plan
<i>Beach Strawberry</i>	Beach Strawberry	1' Hc	per plan
<i>Prostrate Rosemary</i>	Prostrate Rosemary	1' Hc	per plan



California Mediterranean Planting Legend (continued)

Scientific Name	Common Name	Size	Spacing
<i>Manzanita</i>	Manzanita	5' Hc	per plan
<i>Monterey Cypress</i>	Monterey Cypress	6" Hc	per plan
<i>Graceland</i>	Graceland	8" Hc	per plan
<i>California Eucalyptus</i>	California Eucalyptus	1' Hc	per plan
<i>Toment Bark Strip-plug</i>	Toment Bark Strip-plug	1' Hc	per plan
<i>Orange Ring</i>	Orange Ring	5' Hc	per plan
<i>California New York</i>	California New York	5' Hc	per plan
<i>Loveland Berry</i>	Loveland Berry	5' Hc	per plan
<i>Pink Flowering Currant</i>	Pink Flowering Currant	5' Hc	per plan
<i>California Eucalyptus</i>	California Eucalyptus	1' Hc	per plan
<i>Black Blue Ficus</i>	Black Blue Ficus	1' Hc	per plan
<i>Coast Live Oak</i>	Coast Live Oak	4" Hc	per plan
<i>Black Blue Ficus</i>	Black Blue Ficus	1' Hc	per plan
<i>Manzanita</i>	Manzanita	1' Hc	per plan
<i>Mullein Berry</i>	Mullein Berry	1' Hc	per plan
<i>Sage</i>	Sage	1' Hc	per plan
<i>California Island Verbena</i>	California Island Verbena	1' Hc	per plan
<i>Blue Agave</i>	Blue Agave	1' Hc	per plan
<i>Pink Yarrow</i>	Pink Yarrow	1' Hc	per plan
<i>Sea Thrift</i>	Sea Thrift	1' Hc	per plan
<i>Beach Strawberry</i>	Beach Strawberry	1' Hc	per plan
<i>Prostrate Rosemary</i>	Prostrate Rosemary	1' Hc	per plan

Italian Mediterranean Planting Legend (continued)

Scientific Name	Common Name	Size	Spacing
<i>Manzanita</i>	Manzanita	5' Hc	per plan
<i>Monterey Cypress</i>	Monterey Cypress	6" Hc	per plan
<i>Graceland</i>	Graceland	8" Hc	per plan
<i>California Eucalyptus</i>	California Eucalyptus	1' Hc	per plan
<i>Toment Bark Strip-plug</i>	Toment Bark Strip-plug	1' Hc	per plan
<i>Orange Ring</i>	Orange Ring	5' Hc	per plan
<i>California New York</i>	California New York	5' Hc	per plan
<i>Loveland Berry</i>	Loveland Berry	5' Hc	per plan
<i>Pink Flowering Currant</i>	Pink Flowering Currant	5' Hc	per plan
<i>California Eucalyptus</i>	California Eucalyptus	1' Hc	per plan
<i>Black Blue Ficus</i>	Black Blue Ficus	1' Hc	per plan
<i>Coast Live Oak</i>	Coast Live Oak	4" Hc	per plan
<i>Black Blue Ficus</i>	Black Blue Ficus	1' Hc	per plan
<i>Manzanita</i>	Manzanita	1' Hc	per plan
<i>Mullein Berry</i>	Mullein Berry	1' Hc	per plan
<i>Sage</i>	Sage	1' Hc	per plan
<i>California Island Verbena</i>	California Island Verbena	1' Hc	per plan
<i>Blue Agave</i>	Blue Agave	1' Hc	per plan
<i>Pink Yarrow</i>	Pink Yarrow	1' Hc	per plan
<i>Sea Thrift</i>	Sea Thrift	1' Hc	per plan
<i>Beach Strawberry</i>	Beach Strawberry	1' Hc	per plan
<i>Prostrate Rosemary</i>	Prostrate Rosemary	1' Hc	per plan

California Mediterranean Planting Legend (continued)

Scientific Name	Common Name	Size	Spacing
<i>Manzanita</i>	Manzanita	5' Hc	per plan
<i>Monterey Cypress</i>	Monterey Cypress	6" Hc	per plan
<i>Graceland</i>	Graceland	8" Hc	per plan
<i>California Eucalyptus</i>	California Eucalyptus	1' Hc	per plan
<i>Toment Bark Strip-plug</i>	Toment Bark Strip-plug	1' Hc	per plan
<i>Orange Ring</i>	Orange Ring	5' Hc	per plan
<i>California New York</i>	California New York	5' Hc	per plan
<i>Loveland Berry</i>	Loveland Berry	5' Hc	per plan
<i>Pink Flowering Currant</i>	Pink Flowering Currant	5' Hc	per plan
<i>California Eucalyptus</i>	California Eucalyptus	1' Hc	per plan
<i>Black Blue Ficus</i>	Black Blue Ficus	1' Hc	per plan
<i>Coast Live Oak</i>	Coast Live Oak	4" Hc	per plan
<i>Black Blue Ficus</i>	Black Blue Ficus	1' Hc	per plan
<i>Manzanita</i>	Manzanita	1' Hc	per plan
<i>Mullein Berry</i>	Mullein Berry	1' Hc	per plan
<i>Sage</i>	Sage	1' Hc	per plan
<i>California Island Verbena</i>	California Island Verbena	1' Hc	per plan
<i>Blue Agave</i>	Blue Agave	1' Hc	per plan
<i>Pink Yarrow</i>	Pink Yarrow	1' Hc	per plan
<i>Sea Thrift</i>	Sea Thrift	1' Hc	per plan
<i>Beach Strawberry</i>	Beach Strawberry	1' Hc	per plan
<i>Prostrate Rosemary</i>	Prostrate Rosemary	1' Hc	per plan

Italian Mediterranean Planting Legend (continued)

Scientific Name	Common Name	Size	Spacing
<i>Manzanita</i>	Manzanita	5' Hc	per plan
<i>Monterey Cypress</i>	Monterey Cypress	6" Hc	per plan
<i>Graceland</i>	Graceland	8" Hc	per plan
<i>California Eucalyptus</i>	California Eucalyptus	1' Hc	per plan
<i>Toment Bark Strip-plug</i>	Toment Bark Strip-plug	1' Hc	per plan
<i>Orange Ring</i>	Orange Ring	5' Hc	per plan
<i>California New York</i>	California New York	5' Hc	per plan
<i>Loveland Berry</i>	Loveland Berry	5' Hc	per plan
<i>Pink Flowering Currant</i>	Pink Flowering Currant	5' Hc	per plan
<i>California Eucalyptus</i>	California Eucalyptus	1' Hc	per plan
<i>Black Blue Ficus</i>	Black Blue Ficus	1' Hc	per plan
<i>Coast Live Oak</i>	Coast Live Oak	4" Hc	per plan
<i>Black Blue Ficus</i>	Black Blue Ficus	1' Hc	per plan
<i>Manzanita</i>	Manzanita	1' Hc	per plan
<i>Mullein Berry</i>	Mullein Berry	1' Hc	per plan
<i>Sage</i>	Sage	1' Hc	per plan
<i>California Island Verbena</i>	California Island Verbena	1' Hc	per plan
<i>Blue Agave</i>	Blue Agave	1' Hc	per plan
<i>Pink Yarrow</i>	Pink Yarrow	1' Hc	per plan
<i>Sea Thrift</i>	Sea Thrift	1' Hc	per plan
<i>Beach Strawberry</i>	Beach Strawberry	1' Hc	per plan
<i>Prostrate Rosemary</i>	Prostrate Rosemary	1' Hc	per plan

Planting notes

1. All plants shown shall be as per the selection in plan. Plant material shall be selected for landscape architecture as follows:
 a. All plants selected for landscape architecture shall be selected for the site.
 b. All plants selected for landscape architecture shall be selected for the site.
 c. All plants selected for landscape architecture shall be selected for the site.

GENERAL NOTES

1. All plants shown shall be as per the selection in plan. Plant material shall be selected for landscape architecture as follows:
 a. All plants selected for landscape architecture shall be selected for the site.
 b. All plants selected for landscape architecture shall be selected for the site.
 c. All plants selected for landscape architecture shall be selected for the site.

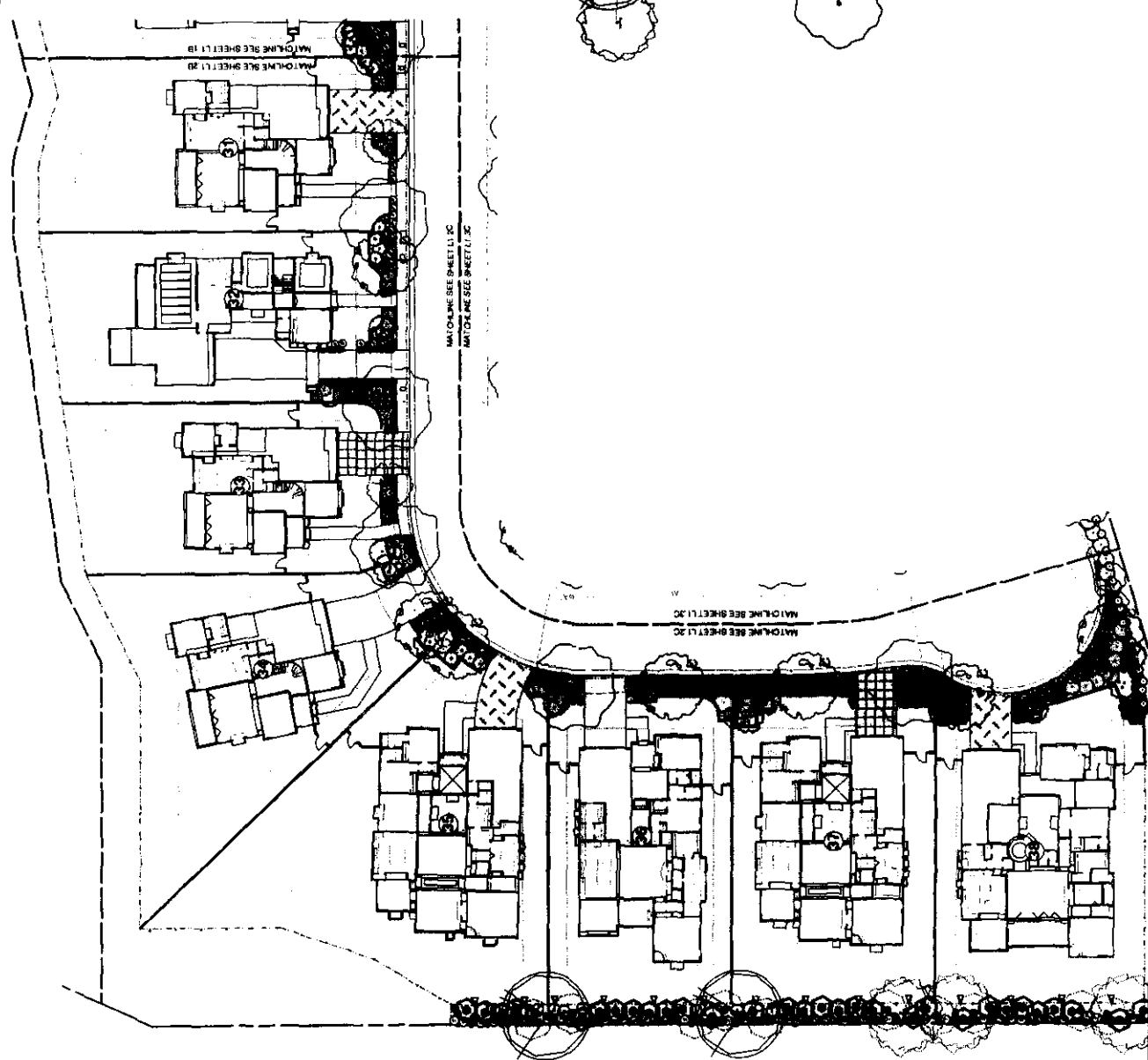
1/17/86
 Air Doro
 Architects
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 Architects
 Architects
 Architects
 Architects

Air Doro
 Chicago, IL

Using Duroc Meeting 12 2000
 Drawing No. 101-27
 Date 12/17/86



Phase C
 Planning
 Partial Plan
 L3.2C



Australian Mediterranean Palette

Scientific Name	Common Name	Size	Spacing
<i>Acacia saligna</i>	Black Wattle	40' tree	40' x 40'
<i>Callistemon citrinus</i>	Yellow Bottlebrush	15' shrub	15' x 15'
<i>Leptosiphon</i>	Leptosiphon	15' shrub	15' x 15'
<i>Myoporum laetifolium</i>	Myoporum	15' shrub	15' x 15'
<i>Prostanthera</i>	Prostanthera	15' shrub	15' x 15'
<i>Scaevola taccada</i>	Scaevola	15' shrub	15' x 15'
<i>Stylidium</i>	Stylidium	15' shrub	15' x 15'
<i>Thymus</i>	Thymus	15' shrub	15' x 15'
<i>Wickstramia</i>	Wickstramia	15' shrub	15' x 15'
<i>Yucca</i>	Yucca	15' shrub	15' x 15'

Italian Mediterranean Palette

Scientific Name	Common Name	Size	Spacing
<i>Artemisia tridentata</i>	Sea Purslane	40' tree	40' x 40'
<i>Callistemon citrinus</i>	Yellow Bottlebrush	15' shrub	15' x 15'
<i>Leptosiphon</i>	Leptosiphon	15' shrub	15' x 15'
<i>Myoporum laetifolium</i>	Myoporum	15' shrub	15' x 15'
<i>Prostanthera</i>	Prostanthera	15' shrub	15' x 15'
<i>Scaevola taccada</i>	Scaevola	15' shrub	15' x 15'
<i>Stylidium</i>	Stylidium	15' shrub	15' x 15'
<i>Thymus</i>	Thymus	15' shrub	15' x 15'
<i>Wickstramia</i>	Wickstramia	15' shrub	15' x 15'
<i>Yucca</i>	Yucca	15' shrub	15' x 15'

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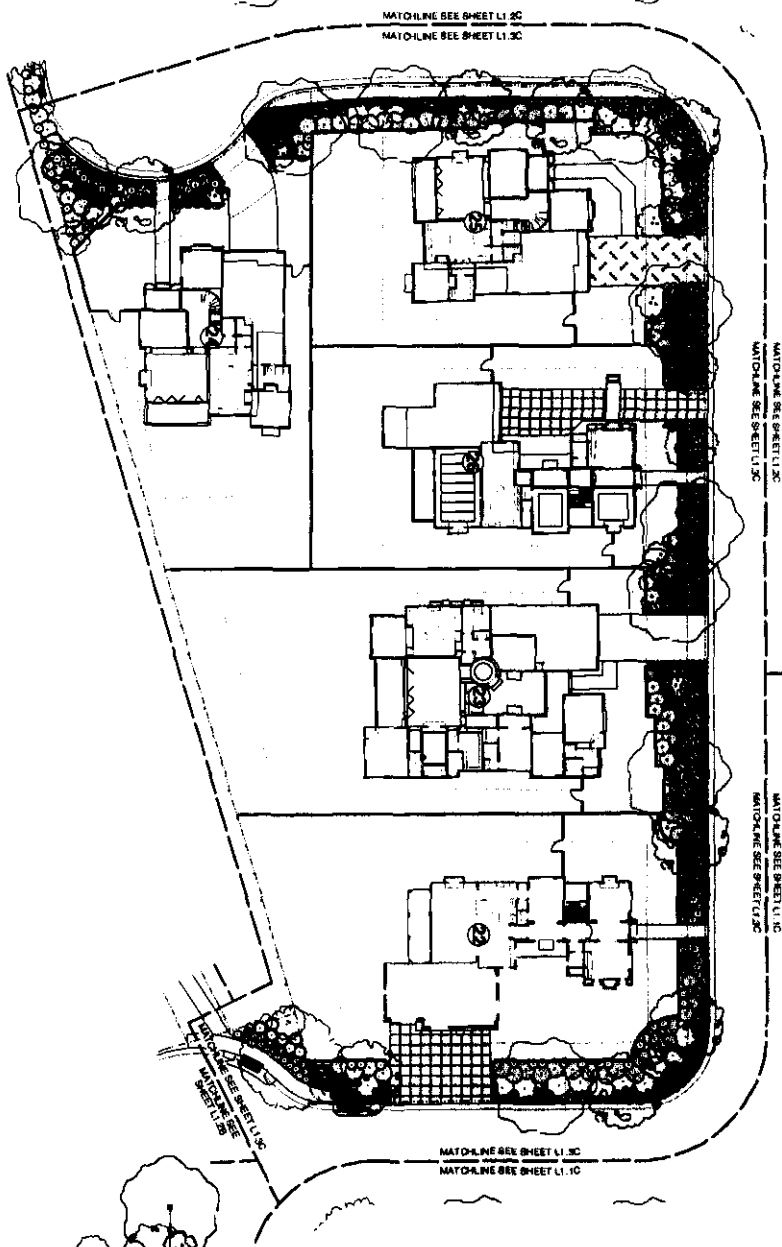
01-27

General Notes

1. This is a preliminary plan. It is subject to change without notice. The City of Dallas shall be responsible for all utility and easement information. The City of Dallas shall be responsible for all utility and easement information.
2. The City of Dallas shall be responsible for all utility and easement information.

Planting Notes

1. All plants shown on this plan shall be installed in accordance with the specifications and quantities shown on this plan.
2. All plants shown on this plan shall be installed in accordance with the specifications and quantities shown on this plan.



California Mediterranean Planting Legend

Symbol	Scientific Name	Common Name	Size	Spacing
○	Yucca filifera	Common Yucca	4' to 6'	per plan
○	Yucca elata	Joshua Tree	4' to 6'	per plan
○	Yucca baccata	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca aloecolorata	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca schottlandii	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca angustifolia	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca arborescens	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca brevifolia	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca glauca	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca gloriosa	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca filamentosa	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca elephantipes	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca rostrata	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca stricta	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca thurberiana	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca torreyana	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca whipplei	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca elata	Joshua Tree	4' to 6'	per plan
○	Yucca baccata	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca aloecolorata	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca schottlandii	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca angustifolia	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca arborescens	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca brevifolia	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca glauca	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca gloriosa	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca filamentosa	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca elephantipes	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca rostrata	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca stricta	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca thurberiana	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca torreyana	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca whipplei	Spine-leafed Yucca	4' to 6'	per plan

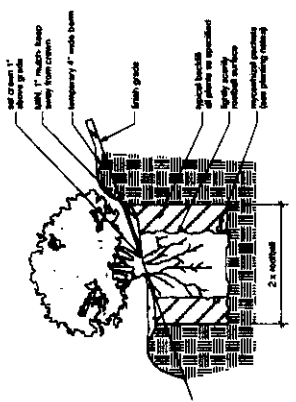
Italian Mediterranean Palette

Symbol	Scientific Name	Common Name	Size	Spacing
○	Yucca filifera	Common Yucca	4' to 6'	per plan
○	Yucca elata	Joshua Tree	4' to 6'	per plan
○	Yucca baccata	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca aloecolorata	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca schottlandii	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca angustifolia	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca arborescens	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca brevifolia	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca glauca	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca gloriosa	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca filamentosa	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca elephantipes	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca rostrata	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca stricta	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca thurberiana	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca torreyana	Spine-leafed Yucca	4' to 6'	per plan
○	Yucca whipplei	Spine-leafed Yucca	4' to 6'	per plan

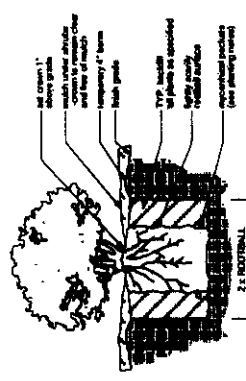
L3.3C

Phase C
Partial Plan

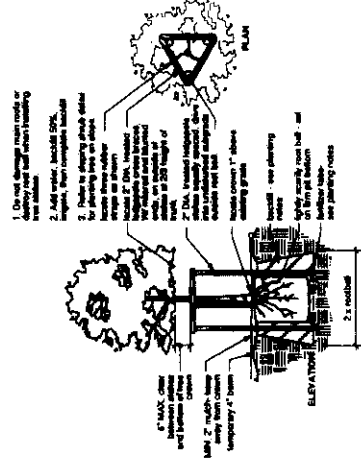




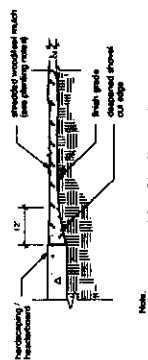
1 Tree & Shrub Planting on Slope



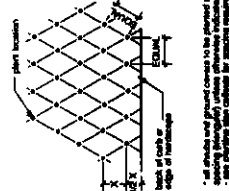
2 Shrub Planting



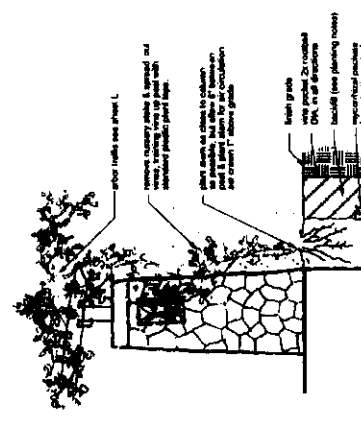
3 Triple Post Tree Staking



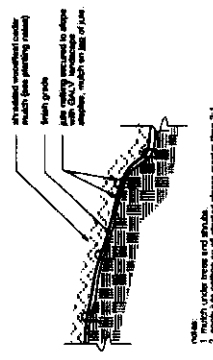
4 Mulch Installation



5 Groundcover Spacing



6 Vine on Column & Trellis



7 Jute Net Installation

LANDSCAPE DESIGN GUIDELINES

Procedures for Application and Review

and

Landscape Maintenance Guidelines

Final

DESIGN REVIEW BOARD APPROVAL
CITY OF GOLETA
COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES
R. Mullane 1/19/05

For

Ali D'Oro Home Owners' Association

Goleta, CA

February 10, 2005

Amended June 20, 2005

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Article I. Introduction

Section 1.01 Background

The Ali D'Oro Home Owner's Association ("the Association") seeks to preserve the character of the site and the new community, especially its natural beauty and setting. The Declaration of Covenants, Conditions and Restrictions of Ali D'Oro ("the CC&Rs") give the Association the authority to review and approve residential front yards, including all proposed landscaping, irrigation, lighting, paving, and other amenities within the front yard. This authority is exercised to maintain high standards for landscape design and compatibility with the surrounding properties. These Guidelines are published by the Association under that authority.

Section 1.02 Purpose

The Landscape Design Guidelines are intended to establish standards for private yard improvements and landscape within the Ali D'Oro community; to guide owners, prospective owners, and their landscape architects and contractors to understand the policies, regulations and design principles applicable to the private yard improvements on property within Ali D'Oro; and to familiarize them with procedures for obtaining Association approvals and permits. The City of Goleta also has jurisdiction over land use within Ali D'Oro and has its own procedures and permit requirements that are to be followed, where applicable. A copy of all required City permits must be filed with the Association.

The Property Maintenance Guidelines are intended to inform owners of the standards to which properties within the Ali D'Oro community are to be maintained.

Section 1.03 Objectives

The intent of these Landscape Guidelines is to balance the right of the owner to develop their private yard with the rights of other owners. The purpose of review of proposed projects by the Ali D'Oro Architectural Board of Review ("the ABR") and the Board of Directors of the Association ("the BOD") is to accomplish the following:

- To develop a consistent landscape character within the Ali D'Oro community that is compatible with the architecture,
- To encourage high standards in landscape design,
- To minimize the obstruction of views of the Santa Ynez Mountains and other natural landforms, and the ocean,
- To respect the privacy of residents,
- To ensure completion of all work within the front yards occurs in a timely manner, and to minimize any disruptive effect to the neighborhood, and
- To minimize any detrimental impact to public health, safety or general welfare.

Section 1.04 Architectural Board of Review

The ABR will review proposed projects within residential front yards, and make appropriate recommendations to the BOD where action by the BOD is required. The ABR shall make the following findings before a recommendation for approval is sent to the BOD:

that the quality of the proposed project satisfies the standards as detailed in Article IV, below,

that the location, size and design of all proposed amenities is appropriate with regard to the homes, topography, trees, significant natural resources, other features and surrounding properties,

that the materials, color, textures and finish of proposed amenities or hardscape features is harmonious within the homes and setting,

that grading, drainage and landscape will be well designed and appropriate to the natural topography and with the surrounding properties, and

that the mass, form and scale of each structure and its component parts are in proportion to and compatible with other existing or proposed structures on the same site, and with surrounding properties,

that due and appropriate consideration has been given to (a) the location and design of all landscaping, (b) the impacts on views, vehicle line of sight and intensity of use, (c) any encroachments on the skyline of both the owner's property and neighboring properties and, (d) potentially damaging influence to adjacent properties and /or to Ali D'Oro.

Notwithstanding the foregoing, the Board has the authority to review the appropriateness of the ABR's determination relative to these issues.

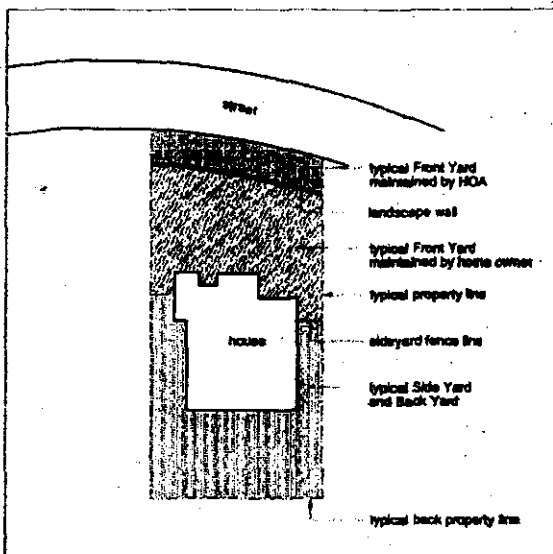
Section 1.05 Responsibility of the Owner

The owner shall employ a qualified licensed Landscape Architect to assist in the design and to oversee the construction phase. The owner of the property is responsible to the Association for all aspects of the landscape development process.

Article II. Definitions

Section 2.01 Private Yard- Defined

A private yard is bounded by the front yard landscape wall, property lines between adjacent lots, and the back property line. Front yards are defined as the area behind the landscape wall, property lines between adjacent lots and the front facade of the house. Side yards and backyards are defined as the areas behind the side yard fence line, property lines between adjacent lots and the typical back property line.



Section 2.02 Structure- Defined

A "structure" is defined as anything, of any material, built or installed on the ground or added to an existing structure, including but not limited to:

Antenna or Satellite Dish	Paved parking area
Children's play equipment	Play house
Constructed screening	Pond
Deck	Porch
Decorative device	Sculpture or artwork
Driveway and/or driveway entry	Shed
Fence	Sign
Flag pole	Trash enclosure
Fountain	Trellis
Lamp or light post and/or fixture	Water feature
Patio	

Section 2.03 Prohibited Structure- Defined

Structures that are prohibited within front yards include, but are not limited to:

- Carports
- Entry Monuments
- Gates or Fences along the street
- Large Antennas or Satellite Dishes
- Play Equipment or Play Structures

Section 2.04 Temporary Structure- Defined

Temporary structures include tents, sports equipment and nets, storage containers, portable toilets, dumpsters and other items for which the location is not intended to be permanent.

Section 2.05 Common Area - Defined

As defined in CC&R's, the Common Area is all real property and improvements owned by the Association in fee or under easements or agreements for the common use and enjoyment of the Owners.

Section 2.06 View - Defined

A view is defined as a vista of features including, but not limited to the ocean, and natural landforms, such as neighboring hillsides, the Goleta Valley and the Santa Ynez Mountains, stretching to the natural horizon. The term 'view' does not necessarily include an unobstructed panorama of these features.

Article III. New Landscape Construction and Renovation

Section 3.01 Approval Requirement

Written authorization by the Association is required to:

1. Construct, erect, alter, move or remove any type of structure located within the front yard, as defined herein; or

2. Excavate, fill or move over fifty cubic yard of dirt in the front yard, whether on site or imported or exported.
3. Remove or kill any living tree planted as part of the original development plan.

Section 3.02 Overview of the Review Process

The following steps describe the review process for a new or remodeled structure or landscape, when City of Goleta permits are required:

1. Submittal of a review application to the Association
2. Conceptual approval granted by the Association
3. Application for land use permit submitted to the City of Goleta
4. Preliminary approval granted by the Association, after review fees have been paid
5. Final approval granted by the Association
6. Building permit issued by the City, if required

Association Authorization to Proceed issued once a copy of the stamped and permitted City plans is filed with the Association.

1. The following steps describe the review process for a new or remodeled structure or landscape, when no City permits are required:
2. Submittal of a review application to the Association
3. Conceptual approval granted by the Association
4. Preliminary approval granted by the Association, after review fees have been paid
5. Final approval granted by the Association
6. Association Authorization to Proceed issued.

Association members should be aware that, except in cases where such notification is required as part of the City's review of a project, no formal notice is given of either the receipt of a review application or the issuance of Authorization to Proceed.

Section 3.03 Scheduling Requirements for New Landscapes

The initial homeowner is required to install landscaping that is consistent with these guidelines within 180 days of initial occupancy of each individual residence.

1. Homeowners must submit an application for review to the Association within 30 days after the close of Escrow,
2. The Association and Homeowner complete the review and approval process, and
3. From the time of approval, the Homeowner has 45 days to begin construction, and then has 60 days to complete the installation of the front yard landscapes, provided this time frame falls within the 180 days specified above.

Section 3.04 General Information About the Application and Review

The process begins upon submission of a conceptual Landscape Plan by the Owner/Applicant, and continues through to completion of construction.

There are three review stages: Conceptual, Preliminary, and Final. All calculated fees must be paid before the Preliminary Review will begin. Any additional fees beyond those calculated must be paid before the Authorization to Proceed will be issued.

All plans and supporting materials submitted for the purposes of review must be complete, accurate, intelligible, legible, and meet the standards of professional practice. It is required that a licensed Architect or Landscape Architect prepare plans and make presentations. All applicants will be held to the same professional design and engineering standards.

The ABR is primarily responsible for the review process.

The review process is initiated by the applicant by contacting the Association with a request to be placed on the ABR's agenda for review.

It is expected that applicants or their designated representatives will be completely prepared for scheduled ABR meetings. For projects scheduled for Preliminary or Final ABR review, the Association may require that all plans and specifications be submitted up to one week in advance of the scheduled meeting, so that the documentation package can be reviewed for completeness.

Applicants must give 72 hours notice if they are unable to attend a scheduled ABR meeting. Failure to give such notice may result in a cancellation fee, which must be paid before the project will be placed on the agenda for a subsequent ABR meeting.

Following completion of the ABR's review, the project is submitted for the final approval of the Board with the recommendations of the ABR.

Section 3.05 Conceptual Review

Conceptual Review provides a forum for the Owner/Applicant to familiarize the ABR with the project scope and the design concept. The ABR will provide direction with regard to whether the findings under Section 1.04 can be met with the proposed design. The focus at this level of review is on the project site, with emphasis on the potential physical and visual impacts of the proposed project on the site, neighboring properties, and Common Areas. Unless the Association determines otherwise, the Owner/Applicant should provide the following information for a Conceptual Review:

1. Photographs of the site, including existing access, structures, and important site features that may be affected by the proposed project; and photographs of neighboring properties.
2. A Conceptual site plan showing property lines, site access, setbacks and easements, existing topography and proposed grading, existing and proposed site features, existing trees (indicate all tree removals), and existing and proposed hardscape and parking.
3. A copy of the grading plan used to build the project, to a scale and corrected as to the final site configuration.

Action taken by the Board at the Conceptual Review stage generally includes approval of (a) the scope of the project, (2) design concept, and (c) a determination in accordance with Sections 7.03 and 7.04, that no unreasonable view blockage will occur as a result of the project.

Section 3.06 Preliminary Review

Preliminary Review involves substantive analysis of the proposed project's compliance with the CC&Rs and these Guidelines. Fundamental issues involving front yard landscape design, and material and color choices will be resolved with the ABR and approved or disapproved by the Board at this stage of review. Payment of the

prescribed fee is required to initiate Preliminary Review. It is strongly recommended that the owner / applicant not proceed with the preparation of construction documents until after Board approval at the Preliminary Review stage has been granted.

Unless the ABR determines otherwise, the following plans and information are required for Preliminary Review:

1. Photographs submitted at Conceptual Review, and additional photographs as deemed necessary by the ABR for clarification of the proposed project.
2. A front yard plan with property lines; easements; setback lines; site access; existing trees; existing and proposed site features that include hardscape, existing and proposed structures.
3. A grading and drainage plan, if any changes are proposed to the site as designed by the project Civil Engineer.
4. Preliminary landscape plan showing existing major plantings and trees; proposed site features, including patios, structured landscape, water features, gardens slope retention plantings, and property line screening, and any existing trees or mature plantings. Association approval is required to remove trees planted as part of the original development.
5. Elevations of all views of altered and proposed structures must be to scale. They must clearly convey the mass, form, height, and proportions of all structural and decorative elements, including but not limited to, terraces, trellises, decks, porches, and pergolas.

Section 3.07 Final Review

The Final Review stage confirms that the construction documents are in substantial conformity with the design documents as approved at the Preliminary Review. Any changes that were made after the granting of preliminary approval must be itemized in a separate document and submitted for approval.

Landscape design details must be in substantial conformance with the proposed site improvements approved at the Preliminary Review, and as shown on the grading and drainage plan and the landscape plan.

Material and color choices must be consistent with materials and colors as approved at the Preliminary Review, and must be indicated on the landscape plans and details, and must clearly communicate the complete finish palette of the proposed project.

Unless the ABR determines otherwise, the following plans and other information are required for Final Review: any construction drawings necessary for approval by the City for undertaking and completing the project, including without limitation

- Grading and drainage plan, (if alterations are proposed)
- Structural sections and details
- Exterior materials and colors,
- Planting plan and details
- Irrigation plan and details

Section 3.08 Authorization to Proceed

After the Final Review of the project by the ABR and approval by the Board, and provided there are not outstanding violations of the CC&Rs or these Guidelines, or unpaid assessments or fees due the Association with respect to the property, an authorization to proceed will be issued by the Association once a complete set of plans, approved by the City, if subject to review by the City, is on file with Association.

Construction must begin within 45 days from the issuance of the authorization to proceed, and all construction must be completed within 90 days of date of commencement. For the initial homeowner, the goal is to complete construction within 8 months after the close of Escrow. It is within the discretion of the Board, taking into consideration the scope of the project, to require that construction be completed within a shorter periods of time.

Any application for a time extension shall be made in writing to the Board prior to the expiration of that time period. The application shall state the reason why the extension is necessary and shall provide a comprehensive schedule for completion of the project. All decisions to grant an extension are solely within the discretion of the Board. If an authorization expires, the Board may, at its discretion, require a new application for authorization. The Board may also require a performance bond as a condition precedent to granting an extension.

When evaluating extension requests and/or subsequent authorization requests, consideration will be given to the impact lengthy construction has on the immediate neighborhood.

Section 3.09 Conduct of Construction Activities

In the event of any violation of the CC&Rs, these Guidelines, the terms or conditions of any authorization, or approval given by the Association, the Association may order work stopped and post a Stop Work Order notice at the site. Monetary penalties may be imposed and other remedies invoked by the association for the cited violation and for any violation of the order to stop work. The Association shall also have the authority to post a Stop Work Order for work being done outside of authorized days and/or hours.

The Association Authorization to Proceed shall be posted on the job site throughout the construction period.

Upon commencement of construction, work on the project shall be pursued diligently until it is fully completed. Construction shall be completed within the time period indicated on the Association authorization.

Noise levels are to be kept at a minimum at all times during construction. All truck, generator, construction equipment and other mechanical noises shall be muffled.

Permissible hours of construction are Monday through Friday from 8:00 am to 5:00 pm. Non-noise-generating construction activities may be allowed on Saturday if prior written approval is granted as a condition of the authorization. There shall be no construction activity on Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas.

Article IV. Private Yard Design Guidelines

Section 4.01 Private Yard Design

Appropriate private yard development shall, among other things:

1. Take into account all of these Landscape and Property Maintenance Guidelines including setback restrictions;
2. Protect natural slopes and contours, and maintain graded elevations as provided by developer;
3. Be sensitive to existing vistas and view corridors;
4. Be compatible with existing structures and surrounding properties;
5. Minimize removal of mature, healthy trees.

The size, shape, design, and location of front yard amenities including, but not limited to driveways, entryways, lighting, and garden amenities can significantly affect the appearance of a community. The following are among the considerations that shall be taken into account with respect to such structures:

1. Perimeter fences, walls and tall hedges along the street frontage are not in keeping with the character of Ali D'Oro and are prohibited.
2. Driveway gates and entry monuments are not allowed.

Section 4.02 Rules Applicable to Front Yard Structures

Antennas, Satellite Dishes. Satellite dishes and Antennas less than 20" in diameter shall be located out of the view of other Association members and as inconspicuously as possible without impeding reception. Larger Satellite dishes and Antennas are not allowed within front yards.

Building Materials. All construction must be of new, approved materials unless the use of alternative material must have received the prior written approval of the Association.

Demolition. An Authorization to Proceed is required, but there is no fee for removal or demolition of a front yard.

Driveways.

- a. Driveways near property lines should be located to minimize intrusive effects in the living areas of neighboring properties.
- b. New or altered driveways must be approved by the Santa Barbara County Fire Department.

Fences, Walls, and Gates.

- a. All fences, walls, and gates within the front yard require approval of the Association. No perimeter fences and walls along the property line or street frontage are permitted.
- b. Fences and walls within setback areas shall not exceed six feet in height.

Exterior Lighting. Exterior lighting must be hooded or deflected to avoid a visible light source from any typical viewing angle. All exterior lighting shall comply with Article V. Lighting.

Satellite Dishes. See Antennas, Satellite Dishes.

Screening. Association Staff or the ABR may require a proposed structure be screened by new planting. The new screening must grow to maturity and provide the required screening within two years of planting. Screening maintenance agreements, in recordable form, may be required.

Temporary Structures. The location of temporary structures requires prior approval from the Association. If such a structure is to remain on the property for more than ten days an Authorization to proceed will be required.

Section 4.03 Landscape Design

A well-developed landscape plan should be sensitive to both immediate and possible future growth impacts on existing vistas and view corridors; provide for screening where appropriate; and ensure that plantings will not immediately, or through future growth, obstruct:

- Clear lines of sight for vehicles traveling on the road.
- Clear lines of sight for vehicles entering a road at an intersection or driveway.

An approved landscape plan is required for all private front yards. A Landscape Plan that is HOA maintained has been approved for front yard areas on the street facing sides of the low courtyard walls. In addition, the Board may, prior to issuance of an Authorization to Proceed, require a landscaping bond or other form of security in an amount approved by the Board to ensure that the property will be landscaped in accordance with the plan. Such security may be posted in cash or in a satisfactory instrument evidencing the owner's obligation to perform and will be released within one year of completion of the installation upon verification by the Association that the performance requirements have been met or, in the event of sale of the property prior to completion of performance, upon the posting of equivalent security by the new owner.

Landscape plans submitted for review must identify existing vegetation, giving species name and locations, and show all proposed new planting with species name and specific location of planting to scale.

On slopes, care should be taken to avoid erosion problems. Deep rooted plants should be used to hold soil in place, and shallow rooted ground covers should be avoided.

Plans must be submitted showing the layout and detail of all outdoor lighting. All exterior lighting must be hooded or deflected to avoid a visible light source from any typical viewing angle. In keeping with its rural setting, high numbers of fixtures or intense light shall not be permitted. Special care shall be taken to assure all exterior lighting does not shine into the eyes of passing motorists. Light levels are subject to professional evaluation and measurement.

Section 4.04 Low-water Using Design and Turf Substitutes

The homes at Ali D'Oro are complemented by a Mediterranean plant palette. Therefore, proposed private yard landscapes should be comprised of locally-adapted plant materials to complement the architecture and conserve water.

Turf grass areas should be limited in scope and area. The use of turf grass substitutes will result in lower maintenance (irrigation, mowing and fertilization) requirements, while maintaining the general effect of a lawn. Therefore, their use is encouraged over

tradition turf grasses. Possible turf grass substitutes include, but are not limited to, the following:

Scientific Name	Common Name
<i>Achillea</i> sp.	Yarrow
<i>Buchloe dactyloides</i>	Buffalo Grass
<i>Bouteloua gracilis</i>	Blue Grama Grass
<i>Carex tumulicola</i>	Sedge
<i>Chamaemelum nobile</i>	Chamomile
<i>Dymondia margaretae</i>	Dymondia

Section 4.05 Fire Risk Advisory for Landscape Design

The Santa Barbara County Fire Department does not consider Ali D'Oro a "high fire hazard" zone. However, site design and landscaping must take fire safety into consideration. Non-invasive and fire retardant species should be used where possible, and the number and location of trees, shrubs, and other plants should be selected so as to minimize fire danger to the community as a whole. Use of highly flammable plant species is discouraged. Fire resistant landscaping with proper plant spacing and maintenance can impede the progress of fires, reduce fire intensity, and provide a safe buffer to protect structures without sacrificing natural beauty. The following landscape guidelines should be utilized to incorporate fire resistant landscape:

1. Plant placement recommendations published by the city Fire Department should be followed wherever practicable.
2. Use of fire-resistant plants having the following characteristics is recommended:
 - Ability to store water in leaves or stems
 - Produce limited dead and fine material
 - Extensive root systems for controlling erosion.
 - Ability to withstand drought
 - Low growing in form
 - Ability to withstand severe pruning
 - Low levels of volatile oils or resins
3. Some plants have physical or chemical characteristics that make them highly flammable and, therefore, undesirable. Physical properties include large amounts of dead material retained within the plant, rough or peeling bark, and the production of large amounts of litter. Chemical properties include the presence of volatile substances such as oils, resins, wax, and pitch. Plants that should be avoided include the following:

Native

Adenostoma fasciculatum – Chamise
Adenostoma sparsifolium – Red Shank
Artemisia californica – California Sagebrush
Baccharis species (low growing form OK)
Eriogonum fasciculatum – Wild Buckwheat
Olneya tesota – Ironwood

Domestics

Acacia species
Casuarina species – Beefwood
Cortaderia species – Pampas Grass
Cupressus species – Cypress
Eucalyptus species – Eucalyptus
Juniperus species – Juniper (except species which grow less than 1 foot tall)
Melaleuca species
Pennisetum – Fountain Grass
Schinus molle – California pepper tree (within 50 feet of the structure)

Section 4.06 Invasive Exotics Plants - Prohibited

The Ali D'Oro community is located within and near several important habitat areas. These habitats may be invaded by exotic and invasive plant materials. No plant species listed as problematic and/or invasive by the California Native Plant Society, California Exotic Pest Plant Council, or as may be identified from time to time by the State of California shall be planted within the proposed development area, including the landscaping within the private residential lots. No plant species listed as a 'noxious weed' by the state of California or the U.S. Federal Government shall be planted. In order to protect these sensitive habitats, invasive exotics may not be planted or introduced into the Ali D'Oro common areas or private residential lots. Examples of invasive plants include:

Scientific Name	Common Name
<i>Acacia longifolia</i>	Golden Wattle
<i>Ammophila arenaria</i>	European Beach Grass
<i>Arundo donax</i>	Giant Reed, Arundo
<i>Atriplex semibaccata</i>	Australian Saltbush
<i>Bromus madritensis ssp. rubens</i>	Red Brome
<i>Cardaria draba</i>	White-top, Hoary Cress
<i>Cortaderia jubata</i>	Andean Pampas Grass
<i>Cortaderia selloana</i>	Pampas Grass
<i>Cotoneaster pannosus, C. lacteus</i>	Cotoneaster
<i>Cynodon dactylon</i>	Bermuda Grass
<i>Cytisus scoparius</i>	Scotch Broom
<i>Cytisus striatus</i>	Striated Broom
<i>Ehrharta calycina</i>	Veldt Grass
<i>Ehrharta erecta</i>	Veldt Grass
<i>Eucalyptus globulus</i>	Tasmanian Blue Gum
<i>Festuca arundinacea</i>	Tall Fescue
<i>Foeniculum vulgare</i>	Wild Fennel
<i>Genista monspessulana</i>	French Broom
<i>Hedera helix</i>	English Ivy
<i>Mentha pulegium</i>	Pennyroyal
<i>Myoporum laetum</i>	Myoporum
<i>Pennisetum setaceum</i>	Fountain Grass
<i>Pittosporum undulatum</i>	Pittosporum
<i>Ricinus communis</i>	Castor Bean
<i>Robinia pseudoacacia</i>	Black Locust
<i>Saponaria officinalis</i>	Bouncing Bet
<i>Senecio capensis</i>	Cape Ivy
<i>Tamarix ramosissima</i>	Branching Tamarisk
<i>Vinca major</i>	Periwinkle

Section 4.07 Monarch Butterfly Host and Nectar Plant List

Monarch butterfly habitats are located near and around the Ali D'Oro Community. Many plants support and add to the Monarch butterfly habitat. The following plant material are hosts or provide nectar for the butterflies. Their use in the ornamental landscape is encouraged.

Scientific Name	Common Name
<i>Asclepias eriocarpa</i>	Milkweed
<i>Asclepias fascicularis</i>	Milkweed
<i>Ceanothus spp.</i>	California Lilac
<i>Encelia californica</i>	California Encelia
<i>Helianthus gracilentus</i>	Dwarf Sunflower
<i>Monardella antonina</i>	Butterfly Mint Bush
<i>Monardella villosa</i>	Pennyroyal
<i>Salvia leucophylla</i> 'Point Sal'	Purple Sage
<i>Salvia spathacea</i>	Hummingbird Sage

Section 4.08 Recommended Native Plant List

Many non-native plants are compatible with the local climate and site conditions and do not present a risk to surrounding habitats. Plants adapted to a Mediterranean climate of cool winters, dry summers, and occasional droughts are generally suitable for landscaping within Ali D'Oro. The following list represents non-invasive plants that are tolerant of the local climate and that will complement the native vegetation and character of the Ali D'Oro community.

Scientific Name	Common Name
TREES	
<i>Aesculus californica</i>	California Buckeye
<i>Alnus rhombifolia</i>	White Alder
<i>Cercis occidentalis</i>	Western Redbud
<i>Lynothamnus floribundus ssp. Asplenifolius</i>	Santa Cruz Ironwood
<i>Pinus Torreyana</i>	Torrey Pine
<i>Quercus agrifolia</i>	Coast Live Oak
<i>Quercus engelmannii</i>	Mesa Oak
<i>Umbellularia californica</i>	California Bay
SHRUBS	
<i>Arctostaphylos species</i>	Manzanita
<i>Calycanthus occidentalis</i>	Spice Bush
<i>Carpenteria californica</i>	Bush Anemone
<i>Ceanothus species</i>	Ceanothus
<i>Encelia californica</i>	California Encelia

Epilobium californica
Galvezia speciosa
Heteromeles arbutifolia
Myrica californica
Prunus ilicifolia
Prunus lyonii
Ribes malvaceum
Ribes speciosum
Rhamnus californica
Rhamnus crocea
Salvia apiana
Salvia leucophylla
Yucca whipplei

VINES

Aristolochia californica
Calystegia macrostegia 'Anacapa Pink'
Vitis 'Rogers Red'

PERENNIALS/GRASSES

Achillea millefolium
Asclepias fascicularis
Erigeron karvinskianus 'Morheimii'
Eschscholzia californica
Heuchera species
Iris douglasiana
Lupinus succulentus
Monardella villosa
Ranunculus californica
Romneya coulteri
Salvia spathacea
Sisyrinchium bellum
Woodwardia fimbriata

GROUNDCOVERS

Arctostaphylos edmundsii
Artemisia 'Canyon Gray'
Baccharis pilularis var. *pilularis*
Ceanothus griseus var. *horizontalis*
Fragaria chiloensis
Satureja douglasii

California Fuschia
Island Snapdragon
Toyon
California Wax Myrtle
Holly-leaf Cherry
Island Cherry
Chaparral Currant
Fuschia Flowered Gooseberry
Coffeeberry
Redberry
White Sage
Purple Sage
Our Lord's Candle

California Pipevine
Anacapa Pink Morning Glory
Rogers Red Grape Vine

Yarrow
Narrow-Leaf Milkweed
Santa Barbara Daisy
California Poppy
Coral Bells
Pacific Coast Iris
Succulent Lupine
Coyote Mint
California Buttercup
Matilija Poppy
Hummingbird Sage
Blue Eyed Grass
Giant Chain Fern

Edmunds Manzanita
Sage Brush
Prostrate Coyote Brush
Carmel Creeper
Beach Strawberry
Yerba buena

Section 4.09 Recommended Non-Native Non-Invasive Plant List

Many non-native plants are compatible with the local climate and site conditions and do not present a risk to surrounding habitats. Plants adapted to a Mediterranean climate of cool winters, dry summers, and occasional droughts are generally suitable for landscaping within Ali D'Oro. The following list represents non-invasive plants that are tolerant of the local climate and that will complement the native vegetation and character of the Ali D'Oro community.

Scientific Name	Common Name
TREES	
<i>Alyogyne huegellii</i>	Peppermint Tree
<i>Arbutus unedo</i>	Strawberry Tree
<i>Arbutus 'Marina'</i>	Marina Arbutus
<i>Cassia fistula</i>	Golden Shower
<i>Cedrus species</i>	Cedar
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Olea 'fruitless'</i>	Fruitless European Olive
<i>Pinus species</i>	Pine
<i>Schinus molle</i>	California Pepper Tree
<i>Quercus suber</i>	Cork Oak
SHRUBS	
<i>Buddleja davidii</i>	Summer Lilac
<i>Chaemaerops humilis</i>	Mediterranean Fan Palm
<i>Cistus species</i>	Rock Rose
<i>Carissa macrocarpa</i>	Natal Plum
<i>Correa species</i>	Australian Fuschia
<i>Dendromecon harfordii</i>	Bush Poppy
<i>Dodonaea viscosa</i>	Hopseed Bush
<i>Feijou species</i>	Pineapple Guava
<i>Escallonia bifida</i>	Escallonia
<i>Laurus nobilis</i>	Sweet Bay
<i>Leptospernum species</i>	Tea Tree
<i>Rosmarinus species</i>	Rosemary
VINES	
<i>Bougainvillea species</i>	Bougainvillea
<i>Lonicera species</i>	Honeysuckle
<i>Wisteria species</i>	Wisteria
PERENNIALS/GRASSES	
<i>Agapanthus species</i>	Lily-of-the-Nile
<i>Anigzanthos flavidus</i>	Kangaroo Paw
<i>Centranthus ruber</i>	Jupiter's Beard
<i>Festuca glauca</i>	Common Blue Fescue
<i>Helictotrichon sempervirens</i>	Blue Oat Grass

Hemerocallis species
Euphorbia species
Kniphofia uvaria
Lavandula species
Leonotis leonurus
Limonium perezii
Penstemon species
Punica granatum
Salvia leucantha
Santolina chamaecyparissus
Stachys byzantina
Verbena lilacina

Daylily
Euphorbia
Red Hot Poker
Lavender
Lion's Tail
Sea Lavender
Penstemon
Pomegranate
Mexican Sage
Lavender Cotton
Lamb's Ear
Cedros Island Verbena

SUCCULENTS

Aeonium urbicum
Aloe species
Agave species
Dracaena draco
Echeveria species
Sedum spathulifolium
Yucca species

Dinner Plate Aeonium
Aloe
Agave
Dragon Tree
Echeveria
Stonecrop
Yucca

GROUNDCOVERS

Armeria maritima
Dalea gregii
Dymondea margaretae
Lantana species
Scaevola 'Mauve Clusters'

Sea Thrift
Trailing Indigo Bush
Dymondia
Lantana
Mauve Clusters Scaevola

Article V. Lighting

Section 5.01 General Lighting

In keeping with the rural setting, all exterior lighting will be minimal in nature to limit the impact to the nighttime sky. Special care shall be taken to assure all exterior lighting does not shine into the eyes of passing motorists. Security lighting is considered to be a part of exterior lighting and must conform to these standards. Plans must be submitted showing the layout and detail of all outdoor lighting. Appropriate exterior lighting shall, among other things:

1. be of a limited number of fixtures and of low intensity,
2. be hooded or baffled to avoid a visible light source from any typical viewing angle,
3. utilize down-lights, with limited use of up-lights where the light will be reflected back down to the ground and not in a lateral direction,
4. be switched within the residence or garage, and be connected to a timer system capable of extinguishing light fixtures accidentally left on.

Security lighting may include motion sensors; however, security fixtures must also be switched. If security lighting is actuated by a motion sensor system with an automatic shut off, it need not be connected to a timer system.

Glare and light trespass control shall be required to avoid stray light shining onto neighboring properties, streets or onto Common Areas. Trespass levels shall be limited to 1 foot candle or less. Low voltage systems and small light fixtures are encouraged and will be given preference. The light level of each fixture is professionally measured and evaluated; this information is then provided by the manufacturer to designers and consumers. It will be utilized to determine trespass levels.

Article VI. Maintenance

Section 6.01 General Maintenance

Proper maintenance of front yards is essential to the appearance of individual properties in Ali D'Oro and affects the overall appearance and ambiance of the community. To help preserve and protect property value, desirability, and attractiveness, each property owner has a responsibility to:

1. Maintain all structures, landscaping, and other improvements within the front yard in a high state of repair and appearance.
2. Maintain landscaping to ensure that plantings shall not obstruct clear lines of sight for vehicles traveling on the road; obstruct clear lines of sight for vehicles entering a road at an intersection or a driveway; or impact on existing vistas and view corridors.
3. Maintain landscaping that has been required as a condition of approval for a permitted project. If, because of poor condition or other reasons, required plants are no longer adequate for the purpose (such as screening) for which they were originally required, the Association may require that they be replaced.
4. Limit winter holiday decorations to the time period between November 15th and January 15th. Other holiday decoration shall be limited to twenty-one days before and fourteen days after a nationally recognized holiday. Any non-holiday related decorations, exterior lights, lawn ornaments, flags, banners or other ornamentation visible from neighboring properties or Common Areas must be approved by the Association. Authorization to Proceed may be required.

The placement of all permanently located dumpsters and trash containers must be approved by the Association. Such dumpsters and containers shall be located or screened in such a way that they are not visible from common Areas and neighboring communities, and no trash containers will be stored in the front yard.

Repainting the exterior of a structure, as defined in these Guidelines, with a paint that is similar in color and tone to the existing paint requires no Association approval. Approval, but no fee, is required if the repainting will alter the color or tone of the structure; a color board may be required.

Hours of "noise producing maintenance activities" are Monday through Saturday from 8:00 a.m. to 5:00 p.m. Use of noise-producing machines such as gas powered lawn movers and weed whippers is permitted only during these hours.

Section 6.02 Vegetation Maintenance

As noted in Section 4.06, the Santa Barbara County Fire Department has not designated Ali D'Oro a "High fire hazard" area. However, the department recommends that vegetation, native or otherwise, be maintained so as to create an effective fuel break by thinning dense vegetation and removing dry brush, flammable vegetation and combustible growth from areas within 100 feet of all buildings or structures. Plant selection and placement recommendations enumerated in Section 4.06 should be followed for all properties.

The following property maintenance work must be done annually or more frequently if required by the Association:

1. Remove all dead trees and other dead vegetation, palm fronds, litter, and any material that may present a fire hazard and/or is unsightly enough to create a visible nuisance.
2. Remove dead trees and limb up all live trees to 6 feet above the ground (or as much as possible with younger, smaller trees), especially trees adjacent to buildings.
3. Trim tree limbs back a minimum distance of 10 feet from any chimney opening.
4. Maintain the roofs of all structures free of leaves, needles or other vegetative debris.
5. Legally dispose of all cut vegetation, including any debris left from previous tree trimming and brush removal. Cut vegetation may be chipped and spread throughout the property as a ground cover, up to 8 inches in depth, but not within 30 feet of a structure.

Section 6.03 Integrated Landscape Management Plan

As the planting themes are largely composed of native plant materials, application of herbicides and pesticides are not required, and their usage would not promote plant health, as the plants are well adjusted to the local soils and habitat.

Due to the close proximity of sensitive habitats and to reduce potential adverse impacts to the surrounding open spaces, the use of pesticides, herbicides and fertilizers is limited, per the Integrated Landscape Management Plan. Pesticide and herbicide usage is limited to occasions where hand removal would be ineffective. In instances where pesticides and herbicides are used, they must be biodegradable, except when a specific pesticide or herbicide is not available in a biodegradable form.

Article VII. View Protection

Section 7.01 Purpose

The CC&R's vest the Association with the power to protect certain views. See criteria and applicability of view protection below.

Section 7.02 View Protection: Criteria for Applicability

Any owner shall have the right to seek preservation or restoration of his or her view if the following criteria are met:

1. The view obstruction is not caused by vegetation or structure(s) located on a common area for purposes of screening as these areas are exempt from view protection, see Figure 7.1 for areas so designated, and
2. The view obstruction is not caused by trees or other vegetation between the curb and courtyard walls that was installed by the Developer or was required by the approved plans, and
3. The actual or potential view obstruction is located on a lot that is within 300 feet of the affected owner's lot. In this instance, view protection is available when such views have been or potentially are unreasonably obstructed or compromised by proposed construction of any structure, by the planting or subsequent growth of proposed trees, shrubs, or other forms of vegetation.

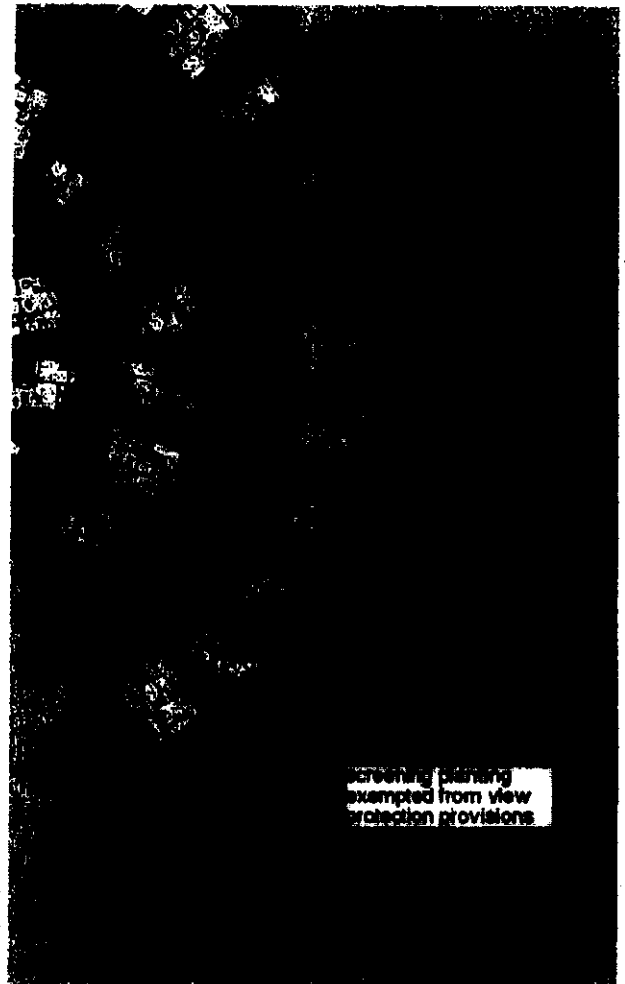


Figure 7.1

Section 7.03 View Obstruction by Vegetation

When new planting or the growth of existing vegetation meets the criteria in Section 7.02, the affected owner may request that the owner of the property with the vegetation obstructing the view take remedial action to restore the view. Restorative action may include pruning or complete removal of the obstructing growth and replacement with vegetation that is less intrusive.

Whenever restorative action is undertaken, the parties may enter into a maintenance agreement, specifying the ongoing obligations of the parties to avoid unreasonable obstructions in the future, including the allocation of costs of such maintenance efforts. With the agreement of the parties, such maintenance agreements may be recorded against the properties involved and, therefore, become binding upon the successors in interest to both properties.

In the event the parties are unable to reach a resolution through informal negotiation, the Board shall make a determination of what restorative action, if any, is appropriate; and allocate the costs thereof between the parties.

Section 7.04 Criteria for Evaluation of View Obstruction by Vegetation

In evaluating and resolving a view claim that meets the requirements above, the Board shall consider the following objective and subjective unranked criteria:

- a. The vantage point(s) in the affected viewer's home from which the view is enjoyed;
- c. The extent of the view obstruction
- d. The quality of the view, including the existence of landmarks or other unique view features enumerated in Section 2.06;
- e. Thee extent to which the view is diminished by factors other than vegetation;
- f. The extent to which the vegetation has grown to obscure the enjoyment of view from the affected owner's property compared with the view which was available at the time he or she acquired the home;
- g. The number of existing trees or other vegetation in the area, and the current effects of the tree(s) and their removal on the neighboring vegetation;
- h. The extent to which the vegetation provides:
 - Screening or privacy;
 - Shade;
 - Soil stability, as measured by soil structure, degree of slope, and extent of the root system when vegetation is proposed for removal;
 - Aesthetics; or
 - Blending, buffering or reduction in the visual impact of the scale and mass of adjacent architecture.
- i. The date the affected owner purchased his or her property and circumstances that existed at that time with respect to the view;
- j. The date the tree/vegetation owner purchased his or her property and circumstances that existed at that time with respect to the view;
- k. The distance between the affected owner's home and the vegetation obstruction for which restorative action is sought; and
- l. Whether the vegetation obstruction constitutes the type of vegetation not generally encouraged for new residential construction.

Article VIII. Fees and Costs

Section 8.01 Service Fees, General

A service fee is charged for to cover the direct and indirect costs of review of the application, issuance and inspection of the work in progress and maintaining the plan files. Please refer to the attached Fee Schedule, on page 18. The specific dollar amounts may be established or altered by the Association in the future.

Applicable fees are payable in full at the time of application for Preliminary Review based upon the fee schedule; such fees are refundable only in the event the application is withdrawn prior to submission of the project to the ABR for preliminary review.

Section 8.02 Other Fees

Rescheduled ABR Meetings. Applicants who fail to give 72 hours notice if they are unable to attend a scheduled ABR meeting may be required to pay a cancellation fee before the project will be rescheduled.

Article IX. Miscellaneous Provisions

Section 9.01 Signs

Except as expressly provided herein, no signs visible from the Common Area shall be placed on any property.

Property address signs consistent with the requirements of the Santa Barbara County Fire Department shall be maintained at the entrance to all properties, including those that are undeveloped or under construction or reconstruction. These signs may also include the name of the property owner.

"For Sale" signs are discouraged. The Association hereby adopts the city rules and regulations relating to "For Sale" signs. One temporary "For Sale" sign is permitted on property, provided that it shall be of pastel or muted earth tones color and shall not exceed six square feet in size including support posts. The top of the sign shall be not more than five feet above natural grade. No such sign may be adorned with lights, flags, or other attention getting devices.

One temporary "open house" sign is permitted. It must be located on the property at or near the driveway entrance, and may be displayed only during the hours of the open house.

One security or alarm company sign, not to exceed 144 square inches in size, may be placed at each driveway entrance to a property.

Construction signs are not permitted. However one sign containing only the name and telephone number of an emergency contact person shall be posted on all unoccupied construction sites.

The location, size and appearance of all signs permitted herein are subject to review and approval by the Association.

Section 9.02 Visibility of Structures

As used herein, references proscribing visibility from Common Areas means the structure is not in the line of sight of a casual observer passing by the property. This does not mean that it will not be visible through bushes or by other detailed inspection.

As used herein, references proscribing visibility from neighboring properties means the structure is not in the primary line of sight from neighboring properties or placed in such a way that it interferes with a view from the residence. This does not mean that it is not visible from a roof or from a remote location on a neighboring property.

Section 9.03 Enforcement

All provisions of these Guidelines are subject to enforcement by the Association. Once a violation is identified, Association staff will advise the owner of the required corrective action, and the time frame within which action must be taken.

If the required corrective action is not taken in a timely manner, Association staff may issue a Stop Work Order, requiring that all construction activities on the project site cease immediately.

The Association may also invoke other enforcement rules or procedures, including but not limited to the imposition of monetary penalties, as provided by the CC&R's and Association rules.

Schedule of Fees

Flat Fee for Front Yard ABR Review
Cancellation Fee

\$150.00
TBD

Appendix I: Ali D'Oro Integrated Landscape Management Plan

Appendix I of the Landscape Design Guidelines for the Ali D'Oro community consists of three parts, all of which must be present and utilized to satisfy Condition of Approval #19 for the Comstock Homes Development (Ali D'Oro). The three parts are as follows:

Part I:

Describes the Purpose and Background, of the Integrated Landscape Management Plan. The Roles and Responsibilities of homeowners and landscape contractors under this Condition of Approval are also outlined. And finally, critical to understanding all three parts of the Integrated Landscape Management Plan, are the Philosophy and Principles section.

Part II:

Implementation Strategies are grouped in four useful categories to facilitate ease of use and application. The four categories are Soil and Plant Additives, Pest and Disease Control, Weed Control, and Irrigation Practices.

Part III:

Model documents provided for the use of the Ali D'Oro Homeowners' Association when requesting qualifications and proposals from Landscape Contractors, and when contracting with the selected Landscape Contractor.

Ali D'Oro Integrated Landscape Management Plan - Part I

PART I

PURPOSE

The purpose of this plan is threefold:

1. To protect and enhance the health of the residents of Ali D'Oro.
2. To reduce the use of chemical fertilizers, herbicides, and pesticides by the residents and landscape maintenance personnel for the Ali D'Oro community.
3. To reduce the potential for chemical contamination of adjacent wetlands and open space habitat due to runoff.

BACKGROUND

Pursuant to Exhibit B, Conditions of Approval, Comstock Homes Development (Ali D'Oro), Vesting Tentative Tract Map 32,008, Condition #19 Landscape Management Plan, requires the creation of a pesticide herbicide and fertilizer management plan. The condition reads as follows:

- "19. **LANDSCAPE MANAGEMENT PLAN:** A Pesticide, Herbicide, and Fertilizer Management Plan shall be prepared that minimizes the use of these materials in common areas and private landscape areas, particularly during the rainy season. Pesticides and herbicides shall be restricted to those that are biodegradable, unless a given pesticide or herbicide is not available in a biodegradable form. Proposed use of pesticides and herbicides shall be detailed and used only where hand removal would be ineffective. Herbicide and pesticide application in any common areas shall be conducted by a landscape professional licensed to apply pesticide. If turf areas are desired and approved in a final landscaping plan, grasses not generally susceptible to pest disease shall be planted in the common area turf areas. (Mitigation H/WQ-10)

Implementation and Timing. The Pesticide, Herbicide, and Fertilizer Maintenance Plan shall incorporate the types of chemicals to be used and a procedure for their application during the rainy season. The plan shall be reviewed and approved by the City of Goleta and incorporated into the subdivision's landscape maintenance guidelines prior to approval of a Land Use Permit for recordation of the final tract map (*addresses Impacts H/WQ-3*).

Monitoring. The City of Goleta shall inspect for compliance prior to occupancy clearance for the first residence."

ROLES & RESPONSIBILITIES

The Homeowners' Association is responsible for contracting with a qualified Landscape Contractor to provide maintenance services in compliance with this plan. This plan also applies to the maintenance of individual homeowner's private property, but does not require a contract with a Landscape Contractor. Maintenance on private lots does have to comply with this plan.

Ali D'Oro Integrated Landscape Management Plan - Part I

PHILOSOPHY & PRINCIPLES

The goal of this plan is to reduce and limit the use of chemical pesticides, herbicides, and fertilizer. Application of the following principles will reduce the need and dependence upon purchased inputs (chemical fertilizers, herbicides and pesticides), as well as exposure to chemical health hazards, and inflow of contaminated runoff into adjacent wetlands and open spaces.

Principles

1. **Manage pests and nutrients efficiently by working with, not against, natural systems.**
The Implementation Strategies work with natural systems in many ways. For example, being able to identify beneficial insects in the garden, and nurturing and providing habitat for them, means that they are likely to be present and able to control (prey on) pest populations.
2. **Monitor the soil with periodic testing.**
Monitoring of soil nutrients through periodic testing is crucial for the vitality of the soil and a strong, healthy garden. The Soil Foodweb website (www.soilfoodweb.com) performs testing and analysis services, with recommendations to address problems that compliment the Implementation Strategies and sustainable management principles.
3. **Monitor and adjust watering regimes for site conditions.**
Watering regimes must be monitored and adjusted for plant type, different soil types, exposure (sun/shade), and time of year. Water needs also change as a garden matures, requiring adjustment to the irrigation system. Too much water is detrimental to most natives and drought tolerant plants. It will weaken the health of the plant, increasing the likelihood of attack by pests and diseases.
4. **Add organic matter and keep the ground covered.**
Organic matter offers many benefits, including nutrient cycling support, water dynamics improvement, and increased plant health. Applied as compost or mulch, it also helps with disease management. Compost tea is also beneficial, as it provides organic matter to the soil, helps manage diseases, and adds to nutrient cycling, much as mulch does.
Keep the ground covered with a 3-4" layer of top dressing or mulch. Mulch has added benefits. It offers retention of soil moisture, weed management, and through natural processes adds nutrients to and supports the biological system, the soil food web.
5. **Increase biodiversity, and avoid monocultures.**
A biodiverse planting design such as the common areas and front gardens of Ali D'Oro, incorporates host plants for beneficial insects, which in turn strengthens the soil food web. A monoculture, such as turf grass, lacks this diversity and can be detrimental to the soil food web.
6. **Avoid excessive tillage and soil compaction.**
Excessive tillage disturbs and can harm the rootzone of plants, and interferes with the natural biological processes that are crucial to the health of the garden. Soil compaction removes pore spaces in the soil, dramatically decreasing the infiltration of water and nutrients into the rootzone. It also increases runoff and the potential for soil erosion.

Ali D'Oro Integrated Landscape Management Plan - Part I

RESOURCES

The Ali D'Oro Integrated Management Plan is based upon regionally applicable management practices, tested for over a decade at Lotusland, a private garden in Montecito that is open to the public. Building upon experience in the sciences of entomology, botany, environmental horticulture, and agronomy, Lotusland has developed and implemented an integrated plant health maintenance plan that incorporates the local ecology into an ornamental horticulture application. With their commitment to sustainable landscape practices, Lotusland continues to develop, refine, and test ecological landscape practices that maintain soil fertility and plant health. Many of the specific practices in the following Part II: Implementation Strategies have been tried, tested, and proven effective in their garden.

The Implementation Strategies in Part II provide specific guidance and direction in four areas of management-

- Soil and Plant Additives
- Pest Control
- Weed Control
- Irrigation Practices.

Ali D'Oro Integrated Landscape Management Plan
 PART II: Implementation Strategies

Soil and Plant Additives	Goal	Action	Timing	Notes
	Utilizing soil monitoring to establish and maintain the soil nutrient base line at a level sufficient to maintain plants in the garden.	Apply mulch, topdressing, compost and compost tea. If fertilizer is necessary for specific plant material, only organic fertilizer should be used.	year round	
	Correct for winter chlorosis in plants (yellowing).	Apply foliarly applications of compost tea + and micro nutrients.	3 to 4 times in spring, 4 weeks apart.	Compost Tea available locally from Agriturf
	Adequate nutrient cycling, improved water dynamics and decrease in water evaporation, improved weed management.	Add Dump Mulch to planting areas as necessary to maintain correct depth	year round	Available from SB County Green Waste Program
	Productive management of Beneficial Fungi (Trichoderma and Mycorrhizae)	Monitor for the presence of Trichoderma and Mycorrhizae. Add/inoculate the soil if recommended	year round	Mycorrhizae will be added to the soil at time of plant installation.
	Use of Organic Fertilizer, not chemical fertilizers	Apply supplemental fertilization using an organic mix (4-3-5-1-2.5).	As recommended based upon soil testing/monitoring	Available at Island Seed & Feed- Landscape Mix (4-3-5-1-2.5)
	Lotusland Fertilization Protocol (foliar)	Combine 10gal compost tea, 32oz fish emulsion, 2.5oz dry kelp, and water to make 100gal.	as required	
	Lotusland Fertilization Protocol (soil)	Combine 10gal compost tea, 64oz fish emulsion, 5oz dry kelp, and water to make 100gal.	as required	

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Ali D'Oro Integrated Landscape Management Plan
PART II: Implementation Strategies

Pest and Disease Control		Action	Timing	Notes
Giant White Fly	Monitor for infestations. Control by removing and disposing of infested foliage. Spread a 1" layer of worm casings in root area of infected plants.	on going		
Snails	Apply Sluggo when monitoring indicates the need. Apply at the recommended rates. Do not over apply.	as required		Maintenance personnel must be trained to use Sluggo
Thrips	Biologically control by releasing Green Lacewing larvae. 2-3 releases, as conditions warrant, can be made, usually about 1 month apart.	begin monitoring in June-July to determine threshold levels. Continue monitoring through Fall		
Ants	Utilize a low impact method, such as Max Force, a growth inhibitor.	as required		Do not attempt to completely eliminate Ants
Ground Squirrels, Gophers, Moles, Voles, and Rats; Raccoons, Skunks and Possum	Try habitat modification, repellants, and finally trapping to manage these pests. No traps to utilize chemicals/poisons. Mechanical or live-traps only.	When damage is unacceptable, or the pest is a health risk		
Diseases				
Many are spread by contaminated tools and equipment	Utilize hand tools whenever possible, as many power tools are difficult to effectively clean.	Disinfect tools before moving to the next tree or palm. Disinfect tools used during the day at the end of the day.		Dip hand tools in a 10% bleach solution for 10 minutes.
Lessen the occurrence and severity of plant diseases	Promote bio-diversity and avoid monocultures. Follow proven horticultural practices. Isolate diseased plants.	as required		
Phytophthora	Ensure that root crowns are not buried with soil or mulch. Use compost tea to provide a natural resistance to Phytophthora. Routinely soil drench diseased plants with compost tea and Thricoderma.	as required		

Ali D'Oro Integrated Landscape Management Plan
PART II: Implementation Strategies

Weed Control	Weeds	Action	Timing	Notes
Primary line of defense against weeds. Mechanical methods of weed eradication are the second line of defense.		Maintaining 3-4" of mulch layer. Mechanically remove the weed prior to the setting of seed to control spread. If mechanical removal is unsuccessful and the option for use of a biodegradable herbicide is identified in this plan, then it may be utilized by a landscape professional licensed in its use. Private home owners do not have to have a license to use the available product on their own property.	on going monitor, year round during non-rainy seasons only	
Turf Areas		Optimize turf health, enabling the turf to out compete most weeds. Apply Corn gluten as it acts as a pre-emergent control for annual weed seeds.	year round spring	
Kikuyu Grass, Bermuda Grass		Dig up, including roots. If eradication is not achieved after digging and removing the plant, paint (DO NOT SPRAY) runners with Round Up	as required	
Poison Oak		Round Up may be utilized to eradicate Poison Oak. Individual plants should be painted, or if application is by spraying, surrounding plant materials must be shielded and protected from contact with the herbicide.	as required	

Irrigation Practices				
Develop and maintain good irrigation practices that are responsive to site conditions and plant material, and that foster healthy plant material		Adjust and maintain irrigation system in good working order. Test soil to determine correct watering regime. Water deeply and less frequently. DO NOT water for short periods of time or often. Check irrigation system to ensure watering regime accounts for plant type, different soil types, exposure (sun/shade), time of year, and level of establishment of plant material.	year round year round	

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Ali D'Oro Integrated Landscape Management Plan
PART III: Model Documents

MODEL

**INTEGRATED LANDSCAPE MANAGEMENT PROGRAM CONDITIONS FOR
PROFESSIONAL SERVICE FOR A CONTRACTOR**

I. General

A. Description of Program:

This contract specification is part of a comprehensive Integrated Landscape Management (ILM) Program for the Ali D'Oro residential development. ILM is a process for achieving long term, environmentally sound and healthy landscapes through the use of a wide variety of technical and management strategies. This program is based upon and includes Parts I and II of the Integrated Landscape Management Plan. The success of an ILM program relies on both verbal and written communication between the CONTRACTOR, the Homeowners' Association Board of Directors, and the residents of the development. An ILM Coordinator or Landscape Manager shall be designated by the Homeowners' Association as their representative.

B. Contractor Service Requirements

The CONTRACTOR shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring and maintenance activities of the ILM program. The CONTRACTOR shall be responsible for adequately maintaining the landscape included in this contract whether or not the suggested modifications are implemented. All of the above will be considered ROUTINE SERVICE.

C. Contractor Licensing Requirements:

The CONTRACTOR shall have a California Landscape Contractor's license. Throughout the term of this contract, all CONTRACTOR personnel providing on-site services must have proper certification and training as required by law.

D. Contractor Insurance Requirements:

(Modify as required)

E. Requirements for Job Estimates:

CONTRACTOR will provide specific job estimates for projects that will likely cost \$500.00 or more within a thirty (30) day completion period.

F. Contractor Fees For Service:

The CONTRACTOR shall provide separate estimates for each of the following activities in this bid. Billing shall be based on FIFTEEN (15) MINUTE INCREMENTS, shall have no minimum charge, and shall include travel time to the site.

1. Routine Service _____ Rate per hour
(See Section I.B.).
2. Emergency Service _____ Rate per hour
(See Section III).
3. Contract Administration: _____
(Flat rate per year, paid in four equal quarterly installments).

Contract administration involves activities including written reports requested by the ILM coordinator, formal meetings with Homeowners' Association staff, employee supervision, quality control, technical training for CONTRACTOR staff, and keeping city staff informed of new ILM techniques and practices. The CONTRACTOR shall have monthly meetings with the ILM Coordinator during the first three months of the contract and then on a quarterly basis to assess the progress of the ILM program. Additional meetings may be requested by the ILM Coordinator on an as-needed basis.

Ali D'Oro Integrated Landscape Management Plan
PART III: Model Documents

G. Payment

The Homeowners' Association shall pay the CONTRACTOR within thirty (30) days of receipt of invoice. Contract administration fees shall be paid quarterly upon receipt of invoice.

II. Specific CONTRACTOR Service Requirements:

CONTRACTOR shall implement the strategies of ILM and those outlined in Part II: Implementation Strategies.

A. Service Schedule

The CONTRACTOR shall provide complete service schedules for each landscape zone on site. The service schedule shall be included in the Integrated Landscape Management Plan.

B. Record Keeping

The CONTRACTOR shall be responsible for maintaining records for all activities specified in this contract. Records shall include labels and MSDS for all pesticide, herbicide, and fertilizer products, brand names of specific devices and equipment used on site, and the contractor's service schedule. The CONTRACTOR shall keep any records required by law. Copies of all records required by law shall be provided to the ILM Program Coordinator, unless otherwise directed.

C. Compliance

The CONTRACTOR shall observe all safety precautions throughout the performance of this contract. The CONTRACTOR shall comply with the applicable requirements of federal and state laws and regulations, and County ordinances and policies. Should there be conflict between applicable regulations, the CONTRACTOR should notify the ILM Program Coordinator before action is taken. In all activities, the CONTRACTOR shall strive for practices and procedures that protect public, employees, and the environment.

The CONTRACTOR shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to federal, state, and local standards.

D. Timing of Service Visits

The CONTRACTOR shall perform services that do not adversely affect residents' health or productivity during the regular hours of operation. When it is deemed necessary by the ILM Coordinator to perform work outside of the regularly scheduled hours set forth in the service schedule, the CONTRACTOR shall notify the ILM Coordinator within 24 hours.

E. Vehicles and Other Equipment

Vehicles and other equipment used by the contractors shall be clearly identified in accordance with state and local regulations.

III. Emergency Services

On occasion, the ILM Coordinator may request that the CONTRACTOR perform emergency service that is outside the scope of routine service activities. Emergency Service will be requested in writing when the health and safety of the public, residents, employees or the environment may be imminently threatened. The CONTRACTOR shall respond to these exceptional circumstances and initiate the necessary work within one (1) working day after receipt of the written request. In the event that such service cannot be completed in one working day, the CONTRACTOR shall immediately notify the ILM Coordinator and indicate an anticipated completion time. If the stated anticipated completion time cannot meet the emergency needs of the Homeowners' Association, the Homeowners' Association staff may contract, on a temporary basis, with another company to complete the emergency service.

Ali D'Oro Integrated Landscape Management Plan
PART III: Model Documents

IV. Use of Pesticides and Herbicides

Pesticides and herbicides shall be used ONLY where hand removal would be or has proven to be ineffective. The CONTRACTOR shall be restricted to those pesticides and herbicides that are biodegradable, unless a given pesticide or herbicide is not available in biodegradable form. The CONTRACTOR shall be responsible for application of pesticides and herbicides according to all label restrictions and instructions. All pesticides and herbicides used by the CONTRACTOR must be registered with the State of California. Transport, handling, storage, and use shall be in strict accordance with the product label and all applicable federal, state, county laws and regulations.

The CONTRACTOR shall adhere to the following rules for pesticide, herbicide and fertilizer use:

A. Approved products:

The CONTRACTOR shall apply only those products that have been approved by the ILM Coordinator and comply with the requirements of both Parts I and II: *Implementation Strategies, of the Ali D'Oro Integrated Landscape Management Plan.*

B. Proposed Material and Equipment for Service:

The CONTRACTOR shall provide the ILM Coordinator with current sample labels and Material Safety Data Sheets (MSDS) of all manufactured pesticide, herbicide, or fertilization products that are used, and list and describe application equipment, rodent bait boxes, insect and rodent trapping devices, pest or other monitoring devices, surveillance and detection equipment, and any other devices or equipment that may be used to provide service. The description shall include brand names and other applicable information to clearly identify the products and their hazards. Additionally, applicable labels and MSDS shall be provided to the ILM Coordinator.

C. Storage:

The CONTRACTOR shall not store any product on Ali D'Oro premises without the approval of the ILM Coordinator.

D. Application by need:

Pesticide and herbicide application shall be according to documented need and never by schedule. As a general rule, application of pesticide shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area and use of a pesticide is the most effective management technique for an ILM program. Preventive pesticide and herbicide treatments are not acceptable.

E. Risk reduction:

When pesticide, herbicide or fertilizer use is necessary, the CONTRACTOR shall employ products and techniques that have been determined by the Homeowners' Association, in consultation with other appropriate entities, to pose the least risk to people, workers, and the environment. Additionally, the most precise application technique and minimum quantity necessary shall be applied.

F. Application of Pesticides or Herbicides as Area Sprays

Spray applications to areas (including fogs, mists, and ultra-low volume applications) shall be restricted to unusual situations where no alternative measures are practical. The CONTRACTOR shall obtain the approval of the ILM Coordinator prior to any application of any space spray treatment. No spray application shall be made while people or animals are present in the general vicinity of the application. The CONTRACTOR shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment to the site of application.

Ali D'Oro Integrated Landscape Management Plan
PART III: Model Documents

V. Rodent Control

A. Trapping and Control

As a general rule, rodent control shall be accomplished with trapping devices only. The CONTRACTOR shall notify the ILM Coordinator of the location of each trapping device. Trapping devices shall be checked on a schedule approved by the ILM Coordinator by either the CONTRACTOR or by a designee of the ILM Coordinator. The party responsible for visual inspection of the traps shall be documented for the Homeowners' Association and the CONTRACTOR. The CONTRACTOR shall be responsible for disposing of all trapped rodents in a timely fashion and in an appropriate manner.

VI. Program Evaluation

The ILM Coordinator will continually evaluate this contract in terms of effectiveness and safety. The CONTRACTOR will advise the ILM Coordinator as to the effort required to meet each proposed change and will adhere to such changes as are deemed necessary. The CONTRACTOR shall take prompt action to implement changes that will improve the program.

VII. Non-Compliance

Any non-compliance with this contract is grounds for termination of the CONTRACTOR's services and the contract.

Ali D'Oro Integrated Landscape Management Plan
PART III: Model Documents

MODEL

**REQUEST FOR QUALIFICATIONS FOR A LANDSCAPE MAINTENANCE COMPANY
SPECIALIZING IN INTEGRATED LANDSCAPE MANAGEMENT**

The Ali D'Oro Homeowners Association is soliciting Statements of Qualifications from licensed Landscape Contractors for the implementation of an Integrated Landscape Management (ILM) program that will service the Ali D'Oro residential development. Qualified contractors shall have demonstrated experience with the strategies associated with ILM. The following documents apply to the scope of work for Ali D'Oro under the Integrated Landscape Management Plan:

Part I of the Ali D'Oro Integrated Landscape Management Plan

Part II: Implementation Strategies of the Ali D'Oro Integrated Landscape Management Plan

Part II: Integrated Landscape Management Program Conditions for Professional Service for a Contractor

Background

Pursuant to Exhibit B, Conditions of Approval, Comstock Homes Development (Ali D'Oro), Vesting Tentative Tract Map 32,008, Condition #19 Landscape Management Plan, requires the creation of a pesticide herbicide and fertilizer management plan. The condition reads as follows:

"19. **LANDSCAPE MANAGEMENT PLAN:** A Pesticide, Herbicide, and Fertilizer Management Plan shall be prepared that minimizes the use of these materials in common areas and private landscape areas, particularly during the rainy season. Pesticides and herbicides shall be restricted to those that are biodegradable, unless a given pesticide or herbicide is not available in a biodegradable form. Proposed use of pesticides and herbicides shall be detailed and used only where hand removal would be ineffective. Herbicide and pesticide application in any common areas shall be conducted by a landscape professional licensed to apply pesticide. If turf areas are desired and approved in a final landscaping plan, grasses not generally susceptible to pest disease shall be planted in the common area turf areas. (Mitigation H/WQ-10)

Implementation and Timing. The Pesticide, Herbicide, and Fertilizer Maintenance Plan shall incorporate the types of chemicals to be used and a procedure for their application during the rainy season. The plan shall be reviewed and approved by the City of Goleta and incorporated into the subdivision's landscape maintenance guidelines prior to approval of a Land Use Permit for recordation of the final tract map (*addresses Impacts H/WQ-3*).

Monitoring. The City of Goleta shall inspect for compliance prior to occupancy clearance for the "first residence."

This condition was imposed to create the basis for a more sustainable way of life - allowing for residential development to occur while reducing the potential negative impacts resulting from the use of chemicals in maintaining common area landscapes. Implementation of this condition encourages a reduction in waste generation and pollution, a reduction in the use of hazardous materials, and safeguards the local environment and public health.

Conventional maintenance techniques have relied extensively on the use of chemicals which contribute to ground and surface water contamination and create the potential for exposure to residents and visitors. Integrated Landscape Management Programs seek to minimize the application of chemicals by focusing on long-term, mechanical, and administrative preventative measures to maintain the landscape.

**Ali D'Oro Integrated Landscape Management Plan
PART III: Model Documents**

Two copies of the Statement of Qualifications must be submitted to:

Contact Name
Ali D'Oro Homeowners Association
Address

no later than 5:00 p.m. on (date).

Selection Process

A selection panel made up of homeowners and local experts (e.g., representatives from organizations such as the Community Environmental Council, UC Santa Barbara, Santa Barbara Botanical Gardens) will review the Statements of Qualifications and develop a list of finalists. A Request for Proposals (RFP) will be mailed to these finalists to determine the scope and cost effectiveness of specific programs.

If you have any questions about this Request for Qualifications or the bid process, please contact (name & phone number).

**Ali D'Oro Integrated Landscape Management Plan
PART III: Model Documents**

MODEL

REQUEST FOR PROPOSALS FOR ILM-BASED LANDSCAPE MAINTENANCE SERVICES

The Ali D'Oro Homeowners Association is soliciting Service Proposals from qualified licensed Landscape Contractors for the implementation of an Integrated Landscape Management (ILM) Program that will service the Ali D'Oro residential development. The Ali D'Oro ILM program is designed to use mechanical and least toxic methods, as well as educate residents. Enclosed you will find the following documents which provide further detail regarding this request:

1. Part I of the Ali D'Oro Integrated Landscape Management Plan
2. Part II: Implementation Strategies
3. Part III: Integrated Landscape Management Program Conditions for Professional Service for a Contractor
4. A list of landscaped areas that will require maintenance
5. Insurance requirements

Contract Duration and Renewal

The contract period shall be through _____. The Ali D'Oro Homeowners desire the right and option to extend any contract for a period of one or two additional one-year periods from the date of expiration at the same terms and conditions.

Submittal Format and Deadline

Licensed Landscape Contractors responding to this request must submit a Landscape Management Service Proposal according to the following format:

1. Copy of appropriate licenses of BOTH the Operator and the personnel that will be servicing this account, including appropriate subcontractors.
2. Description of services you will provide to accomplish the requirements of the program. Include the following elements:
 - a. Detail of monitoring programs.
 - b. Quality control program.
 - c. Elements of an educational program on ILM for residents of the development.
3. Estimate the overall cost of rendering the above services for the fiscal year ending (date).

Two copies of the Proposal for Service must be submitted to:

Contact Name
Ali D'Oro Homeowners Association
Address

no later than 5:00 p.m. on (date).

Ali D'Oro Integrated Landscape Management Plan
PART III: Model Documents

**MODEL
AGREEMENT**

This agreement, effective when signed by both parties, is by and between the (company name), a Landscape Contractor, hereinafter designated as CONTRACTOR, and the Ali D'Oro Homeowner's Association, hereinafter designated as HOMEOWNERS ASSOCIATION.

WITNESSETH: WHEREAS, The CONTRACTOR is prepared to provide landscape maintenance services, and HOMEOWNERS ASSOCIATION desires to avail such services at Ali D'Oro, in Goleta, California.

THEREFORE, it is agreed and covenanted by these parties as follows:

I. CONTRACTOR shall:

1. Provide landscape maintenance services at the Ali D'Oro area that are in accordance with the Ali D'Oro Integrated Landscape Management Plan, Parts I, II and Part III: Integrated Landscape Management Program Conditions for Professional Service for a Contractor.
2. Assign adequate personnel to devote appropriate time to carry out landscape maintenance services.
3. CONTRACTOR shall defend, indemnify and hold harmless HOMEOWNERS ASSOCIATION from any claim or lawsuit which comes about because of any action or inaction directly related to the carrying out of the duties or obligations created by this agreement by any CONTRACTOR officer, official, employee, agent, volunteer or third party subcontractor contracting with CONTRACTOR.

II. HOMEOWNERS ASSOCIATION shall:

1. Pay to CONTRACTOR a sum of _____ per year in return for the services. Payment shall be in one lump-sum payment.
2. HOMEOWNERS ASSOCIATION shall defend, indemnify and hold harmless CONTRACTOR from any claim or lawsuit which comes about because of any action or inaction directly related to the carrying out of the duties or obligations created by this Agreement by any _____ officer, employee, agent, volunteer or third party contracting with _____

III. TERMINATION

1. Either party to this Agreement may terminate this Agreement after thirty (30) days written notice of termination. In the event of termination, CONTRACTOR shall be entitled to receive payment for landscape maintenance services requested by _____ and completed by CONTRACTOR.
2. Termination notice to CONTRACTOR shall be sent to the _____ at the following address: _____
3. Termination notice to _____ shall be sent to the _____ at the following address: _____

For _____, Landscape Contractor: _____
Dated _____

For Ali D'Oro Homeowner's Assoc.: _____
President, Board of Trustees
Dated _____

Appendix II: Drought Tolerant Plants

Trees



Chamaerops humilis
(Mediterranean Fan Palm)



Olea 'Fruitless'
(Fruitless European Olive)



Quercus agrifolia
(Coast Live Oak)



Quercus suber
(Cork Oak)



Quercus tomentella
(Island Oak)

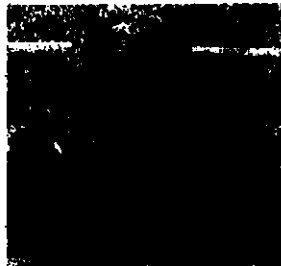


Vitex agnus-castus
(Chaste Tree)

Vines & Espaliers

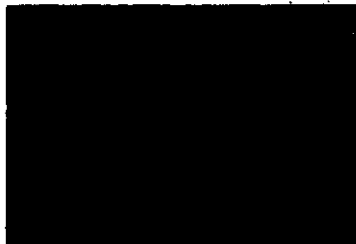


Macfadyena unguis-cati
(Cat's Claw)



Vitis 'Rogers Red'
(Rogers Red Grape Vine)

Succulents



Agave attenuata
(Blue Agave)

Shrubs



Arctostaphylos 'Canyon Sparkles'
(Manzanita)



Arctostaphylos 'Howard McMinn'
(Manzanita)



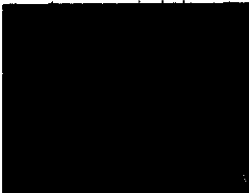
Buddleja davidii
(Summer Lilac)



Ceanothus 'Dark Star'
(Ceanothus)



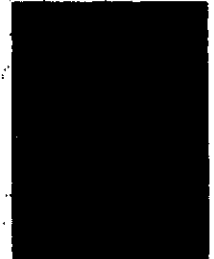
Cistus salvifolius
(Sage-leaf Rockrose)



Encelia californica
(California Encelia)



Galvezia speciosa
'Firecracker'
(Island Bush Snapdragon)



Lavendula dentata
(French Lavender)



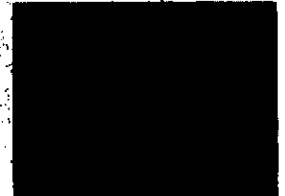
Mahonia 'Golden Abundance'
(Oregon Grape)



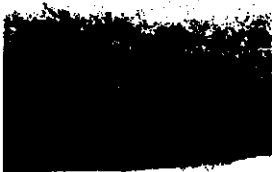
Rhamnus californica
'Mound San Bruno'
(Coffeeberry)



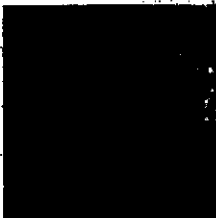
Rhus integrifolia
(Lemonade Berry)



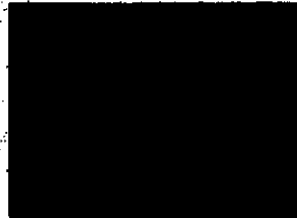
Ribes sanguineum
'Spring Showers'
(Pink Flowering Currant)



Rosa banksiae
(Lady Banks' Rose)



Rosmarinus 'Majorca Pink'
(Pink Rosemary)



Salvia leucantha
(Mexican Sage)

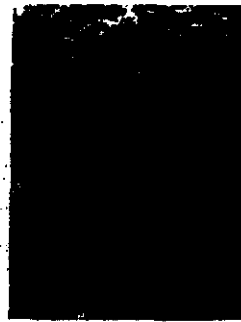
Perennials/Grasses



Erigeron karvinskianus
'Morrheimii'
(Santa Barbara Daisy)



Epilobium californicum
(California Fuchsia)



Isocoma menziesii
(Coastal Golden Bush)



Phlomis fruticosa
(Jerusalem Sage)



Romneya coulteri
(Matilija Poppy)



Santolina chamaecyparissus
(Lavender Cotton)

Groundcover



Achillea millefolium 'Rosea'
(Pink Yarrow)



Armeria maritime
(Sea Thrift)



Dymondia margaretae
(Dymondia)



Festuca galuca
(Blue fescue)



Thymus citriodorus
(Lemon Thyme)

Exhibit "I"

City Conditions of Approval

EXHIBIT B
CONDITIONS OF APPROVAL
COMSTOCK HOMES DEVELOPMENT (ALI D'ORO)
Vesting Tentative Tract Map 32,008
Case No. 67-SB-TM

AUTHORIZATION

1. **AUTHORIZATION:** Subject to the conditions set forth below, this permit authorizes development of the project as shown on revised plans with City received-date stamp of July 2, 2004 (Exhibit 1) and other associated exhibits (Exhibits 2-5). This Tract Map Permit authorizes development of a project consisting of a new subdivision of one parcel into 69 parcels, including 3 lots for subdivision improvements, 4 lots for open space or dedication of open space, and 62 lots for development of single-family residences. The authorized project consists of the following uses and development:

Authorized uses:

- Division of one existing lot to create 69 resultant lots, 62 of which will be for development of single-family dwellings and 3 of which will be for subdivision improvements, including roads, drainage facilities, utilities and a sewer lift station;
- Resultant residential lots will range in size from about 8,400 square feet to 16,300 square feet;
- Dedication of a 5.30-acre resultant parcel [Lot 69 as shown on the tract map plan set received on July 2, 2004] for public open space per the Developer's proposal, the site of said parcel located along the western portion of the development, to protect wetlands and eucalyptus windrows;
- Dedication of a 7.96-acre resultant parcel [Lot 65] for public open space per the Developer's proposal, the site of said parcel located along the northeastern and eastern portion of the development; to protect drainages and wetlands;
- Dedication of a 1.27-acre resultant parcel [Lot 67] for public open space per the Developer's proposal, the site of said parcel initiating along the southern portion of the development and extending towards the center of the development envelope; to protect a drainage and coyote-brush scrub habitat;

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Authorized development:

- Grading and site preparation on lots proposed for subdivision improvements and residential units, with the volume of grading not to exceed approximately 45,000 cubic yards of cut and 45,000 cubic yards of fill, including over-excavation and shrinkage, to be balanced on site;
- Installation of drainage facilities including the construction of one or more stormwater detention and treatment basins to retain and partially treat peak stormwater flows prior to discharge into tributaries to Devereux Creek;
- Installation of utilities, including water, sewer, gas, cable, phone, and electrical services, located underneath the subdivision roads, and the associated connections to existing systems and connections;
- Installation of a sewer lift station, holding tank, and back-up generator on Lot 66;
- Construction of 3,556 lineal feet of new 40-foot wide (50-foot wide at the entrance to the development) privately-maintained subdivision streets to serve the residences in the development, including rolled curbs, gutters and 4-foot wide sidewalks on one side of each street as shown on Sheet 8 of Exhibit 1 [July 2, 2004 Vesting Tentative Tract Map plan set] and in the typical sections on Sheet 9 of Exhibit 1;
- Construction of an entry gate, perimeter fence and sound wall as shown on Sheet 9 of Exhibit 1 and Sheets 1, 3, and 4 of the landscape plan (Exhibit 3), the design of each subject to final approval by the City's Design Review Board;
- Installation of lighting fixtures in conformance with the lighting guidelines in the Landscape Guidelines dated February 17, 2004 (Exhibit 4), subject to the final approval of the City's Planning and Environmental Services Department and the City's Design Review Board;
- Installation of drought-tolerant, native or non-invasive Mediterranean vegetation for landscaping and screening of the sound wall and perimeter fence, as described in the project's landscape plans and guidelines (Exhibits 3 and 4);
- Construction of 62 single-family homes, 25 of which would be

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permanently limited to single-story floor plans as shown on the Sheet 2 of Exhibit 1, with the size of the homes to range from approximately 2,871 square feet to 4,141 square feet of living area. Floor plans, elevations, architectural details and color schemes are subject to final approval by the City's Design Review Board. As proposed by the applicant, no second residential units or detached accessory buildings would be permitted.

- Construction of a trail segment to provide for public access from the subdivision into the existing network of trails through the adjacent open space area as shown on Sheet 1 of Exhibit 1 and on the Landscape Plans (Exhibit 3).
- Frontage Improvements along approximately 750 feet (the frontage of the 36-acre parcel created by the associated parcel map [67-SB-PM]) of Hollister Avenue including roadway improvements, bus stop relocation and associated improvements including a bus turn out, sidewalk improvements, landscaping, and undergrounding of utilities as detailed in Conditions 46 and 65 below.
- Five model floor plans as shown in Exhibit 5 dated February 17, 2004, and as revised on June 29, 2004, and as summarized in the below table are approved subject to Final review by the City Design Review Board. The stated habitable floor area and peak heights are maximums, and no lots designated for single-story plans may be changed to accommodate two-story residences.

Plan Number	Associated Lot Numbers	Maximum Habitable Floor Area	Number of Stories/ Peak Height
1	8, 10, 19, 36, 43, 46 and 52	2871 square feet	One-story / 19' 6"
2	23, 38, 39, 41, 44, 47, and 48	3238 square feet	One-story / 19' 6"
3	1, 12, 35, 37, 40, 42, 45, 49, 54, 57, and 61	3395 square feet	One-story / 19' 6"
4	2, 3, 6, 7, 11, 13, 15, 17, 24, 25, 29, 31, 33, 34, 51, 55, 58, 59, and 62	3768 square feet	Two-story / 25' 0"
5	4, 5, 9, 14, 16, 18, 20, 21, 22, 26, 27, 28, 30, 32, 50, 53, 56, and 60	4141 square feet	Two-story / 25' 0"

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SCOPE OF PERMIT APPROVAL AND REQUIRED REVISIONS

2. **SCOPE OF PERMIT APPROVAL AND ASSOCIATED EXHIBITS:** This vesting tentative tract map is based upon, and limited to, compliance with the uses and development authorized by this permit and the associated Exhibits 1 - 6, as considered at the City Council hearings of July 6 and 19, 2004, and subject to conditions of approval set forth below. Any deviations from exhibits, authorized uses and/or development, and/or conditions, must be reviewed and approved by the City of Goleta for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without such approval will constitute a violation of permit approval. The exhibits associated with this permit include:
- Exhibit 1: Vesting Tentative Map Set 67-SB-TM (9 sheets) Revised July 2, 2004, and stamped received July 2, 2004
 - Exhibit 2: Supplemental Sheet entitled Site Plan Denoting Lot Number, Model Number, Peak Height, and Maximum Habitable Floor Area dated July 2, 2004 and stamped received July 2, 2004
 - Exhibit 3: Landscape Plans entitled Ali D'Oro Master Plan (4 sheets) dated February 17, 2004 and stamped received February 17, 2004
 - Exhibit 4: Landscape Design Guidelines for Ali D'Oro Home Owners' Association dated February 17, 2004 and stamped received February 17, 2004
 - Exhibit 5: Architectural Drawings Set prepared by William Hezmalhalch Architects, Inc. entitled Ali D'Oro dated February 17, 2004, and with revisions to elevations depicting Residence Three dated June 29, 2004
 - Exhibit 6: Letter dated May 28, 2004 from Fred Stouder, City Manager, to Comstock Homes regarding estimated Developer fees and costs.
3. **RESTRICTION OF USE FOR LOT 63:** Lot 63 as shown on the July 2, 2004 project plans shall not be a separate residential building site. Prior to approval of a land use permit for recordation of the tract map, the Developer shall label this lot as "Not a Residential Lot."
4. **RECORDATION OF SUPPLEMENTAL SITE PLAN SHEET:** Prior to submission of a Coastal Development Permit application to the California Coastal Commission, the Developer shall submit to the City for review and approval Exhibit 2, a sheet that indicates model numbers, peak roof heights, and maximum habitable floor areas for each of the 62 residential

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lots. This sheet shall be recorded with the final Tract Map as a supplemental sheet. The applicant shall also submit this sheet to the County of Santa Barbara Recorder's Office for recordation with the final tract map.

5. **REVISED LANDSCAPE PLAN:** Prior to the submission of a Coastal Development Permit application to the California Coastal Commission, the developer shall submit a revised landscape plan to conform to the 62-unit site plan depicted in the Tract Map Set dated July 2, 2004 (Exhibit 1). Revisions shall depict all changes in proposed landscaping related the new configuration of the development's roads, residential lots, and open-space areas, and shall show the trail connector for public access from development to the open space area.
6. **SUBSTITUTION OF FLOOR PLANS:** Some substitution of floor plans shall be allowed. The allowable substitution of floor plans shall include the substitution of single-story floor plans on lots authorized for single-story residences, of two-story floor plans on lots authorized for two-story residences, and for the substitution of any one-story floor plan for a two-story floor plan on lots authorized for two-story residences. In no case shall a two-story floor plan be allowed on a lot authorized for a one-story residence as shown on Exhibit 2. Prior to recordation of the final tract map, a note shall be added to the supplemental sheet (Exhibit 2) describing the authorization for substitution of floor plans.

ENVIRONMENTAL RESOURCE PROTECTION MEASURES AND SIMILAR CONDITIONS

7. **MITIGATION MEASURES INCORPORATED AS CONDITIONS.** All applicable mitigation measures set forth in the approved Final Environmental Impact Report (04-EIR-001) are hereby incorporated as conditions of approval. Implementation procedures for selected mitigation measures are more completely described in specific conditions in the following sections. Developer shall execute an agreement to implement all required mitigation measures.
8. **PAYMENT OF FISH & GAME APPLICATION REVIEW FEE:** Prior to submission of an application to the Coastal Commission, the applicant shall provide the City with evidence of payment of the State Department of Fish and Game review fee, or alternatively, the applicant shall provide payment of this fee to the City of Goleta who will then forward payment to the Department of Fish and Game. In either case, the applicant shall designate the Department of Fish and Game as the payee.
9. **GEOTECHNICAL INVESTIGATION AND RECOMMENDATIONS:** The grading activities for the development shall be performed under the observation

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and testing of a qualified geotechnical consultant. The results of all such observations and testing shall be documented in a written report prepared by a registered Civil or Geotechnical Engineer. All grading and earthwork recommendations shall be incorporated into the final project design, including the Final Grading Plan. These recommendations would include, but not be limited to, the following:

- a. Within the footprint of proposed buildings and foundations, and extending to a minimum distance of 5 feet beyond the foundation footprint, soils should be over-excavated to a depth of 3 feet below existing grade, or 1 foot below bottom of foundation, whichever is deeper.
- b. Foundations shall be constructed to compensate for consolidation settlement of 1 inch.

Where feasible, building areas shall be backfilled with non-plastic, low expansion soils to mitigate the potential effects of expansive soils. Highly expansive soil will not be placed within the upper 3 feet below buildings. Measures recommended by Pacific Materials Laboratory (2002) such as providing positive drainage away from slabs, presoaking and compacting soils prior to pouring slabs, and other foundation design recommendations shall be implemented. (Mitigation Measure GEO-1)

Implementation and Timing. Final grading, drainage, and subdivision improvement plans shall be reviewed and approved by the City of Goleta prior to approval of a Land Use Permit for recordation of the final tract map. The qualifications of the designated registered Civil or Geotechnical Engineer shall be provided to the City of Goleta prior to approval of a Land Use Permit for grading and installation of subdivision improvements and/or residential construction, as applicable. The documented results of all observations and testing shall be provided for review by the City of Goleta prior to occupancy clearance for the first residence or for any subsequent residence, as applicable.

Monitoring. All earthwork and foundation construction shall be monitored by a qualified engineer/ technician under the supervision of the Geotechnical Engineer of Record, including:

- Site preparation including site stripping, removal of subsurface structures, over-excavation, bottom observation, and re-compaction
- Temporary excavation
- All foundation excavations
- Placement of all compacted fills and backfills

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- Construction of slab and pavement subgrades

A representative of the Geotechnical Engineer of Record shall be present to observe the soil conditions encountered during construction, to evaluate the applicability of the recommendations presented in this report to the soil conditions encountered, and to recommend appropriate changes in design or construction if conditions differ from those described herein.

10. **GRADING AND DRAINAGE PLAN REQUIREMENTS:** Grading and drainage plans for the development shall be designed to minimize erosion and shall include, but not be limited to, the following:
- a. Temporary berms and sedimentation traps shall be installed in association with project grading to minimize erosion of soils into Devereux Creek. The sedimentation basins shall be cleaned after large rain events, and as further directed by the City of Goleta. Any material removed from the site shall be disposed of in a legal and safe manner. All disposal sites shall be presented to the City prior to the issuance of a grading permit for site grading or if the disposal site changes.
 - b. Revegetation or restoration shall be provided, including measures to minimize erosion and to reestablish soil structure and fertility. Revegetation shall include native, fast-growing vined plants that shall quickly cover drainage features. Local native species shall be emphasized.
 - c. Graded areas shall be revegetated immediately after completion of installation of utilities with deep-rooted, native, drought-tolerant species, as specified in a landscape revegetation plan to minimize slope failure and erosion potential. Geo-textile binding fabrics shall be used as necessary to hold soils until vegetation is established.
 - d. Drains shall be designed to cause exiting flow of water to enter sub-parallel downstream (60 degrees or less) to existing Devereux Creek stream flow to avoid eddy currents that would cause opposite bank erosion.
 - e. An energy dissipater or similar device such as trash racks or baffles shall be installed at the base end of drainage outlets to minimize erosion during storm events.
 - f. Storm drains shall be designed to minimize environmental damage and shall be shown on drainage plans.
 - g. The Developer shall limit excavation and grading to the dry season (April 15th to November 1st) unless a Building and Safety-approved

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erosion control plan is in place and all measures therein are in effect.

- h. Best Management Practices (BMPs) shall be employed to control erosion, including temporary siltation protection devices such as silt fencing, straw bales, and sand bags. These shall be placed at the base of all cut and fill slopes and soil stockpile areas where potential erosion may occur. They shall be maintained to ensure effectiveness. The final grading plan shall include erosion control measures including types and locations of BMPs. (Mitigation Measure GEO-2)

Implementation and Timing. Final grading, drainage, and subdivision improvement plans shall be reviewed and approved by the City of Goleta prior to approval of a Land Use Permit for recordation of the final tract map. The erosion control BMPs and other requirements shall remain in place for the duration of grading/construction activities, as applicable.

Monitoring. The City of Goleta shall inspect construction sites and monitor effectiveness of all erosion control BMPs and other requirements on a routine basis.

11. **SEISMIC SETBACK:** The mapped traces of the More Ranch fault (as shown in 04-EIR-01), as well as 50-foot building setback on either side of the mapped fault, shall be shown on final plans, if applicable. No habitable structure shall be located within the seismic fault setback zone. (Mitigation Measure GEO-3)

Implementation and Timing. All final structural plans shall include fault information as appropriate and shall be submitted for review and approval by the City of Goleta prior to approval of a Land Use Permit for residential development.

Monitoring. The City of Goleta shall inspect for compliance with all seismic fault requirements.

12. **EARTHQUAKE STANDARDS ON BUILDING PLANS:** The Developer shall submit foundation and building plans to the City of Goleta for review and approval. The plans shall indicate that all structures are designed to earthquake standards for CBC Seismic Zone 4, and that the site is within one km of a Type B fault. (Mitigation Measure GEO-4)

Implementation and Timing. Plans shall be submitted prior to issuance of any building permits. Permits shall be issued based on compliance with all applicable laws, ordinances, and regulations.

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Monitoring. The City of Goleta shall review and approve plans and shall site inspect to ensure compliance.

13. **FLOOD PREVENTION MEASURES:** Outlet pipes, velocity reduction structures (e.g., rip-rap) and detention basins/bioswales shall be designed, constructed, inspected, and maintained to reduce off-site runoff velocities and to prevent off-site flooding and long-term erosion induced sedimentation in Devereux Creek and Slough. The Developer is responsible for constructing these facilities and for their maintenance until the establishment of a Home Owner's Association (HOA). The HOA shall be responsible for the maintenance of these facilities in the operational phase in perpetuity. The final grading and drainage plans shall demonstrate that the project will control site stormwater runoff so that project 50- and 100-year peak discharges leaving the site do not exceed the pre-project rates. The final grading and drainage plans shall demonstrate that measures are provided to ensure that all flows discharging from the property are spread or dissipated to the extent necessary to avoid erosion of adjacent properties, for storm conditions up to and including the 100-year event.

Detention basins/bioswales shall be constructed during initial site grading and shall be functional during the construction phase. Detention basins/bioswales shall be maintained frequently throughout the construction phase to remove accumulated sediment. These features shall be depicted on drainage plans (Mitigation H/WQ-1).

Implementation and Timing. The final grading, drainage, and subdivision improvement plans shall be reviewed and approved by the City of Goleta prior to approval of a Land Use Permit for recordation of the final tract map.

Monitoring. The City of Goleta shall site inspect for compliance prior to occupancy clearance for the first residence and subsequently, as applicable.

14. **RUNOFF CONTROL:** To reduce runoff from impervious areas and allow for infiltration at the development site to the maximum extent feasible, pervious materials or surfaces (e.g., porous pavement or unit pavers on sand) shall be incorporated into the project design in key areas, such as adjacent to concrete walkways and road (Mitigation H/WQ-2).

Implementation and Timing. Pervious surfaces shall be described and depicted graphically on the final grading, drainage, subdivision improvement, building, and landscape plans, as applicable. Final plans shall be submitted to the City of Goleta for review and approval prior to approval of a Land Use Permit for recordation of the final tract map,

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approval of a Land Use Permit for grading/installation of subdivision improvements, and/or approval of a Land Use Permit for residential construction, as applicable.

Monitoring. The City of Goleta shall site inspect for implementation according to approved plans prior to approval of subsequent Land Use Permits and/or occupancy clearance, as applicable.

15. **SEWER COLLECTION SYSTEM:** The subdivision shall be served by the Hollister Avenue sewer trunkline if the Goleta West Sanitary District determines that the Hollister Avenue trunkline has adequate capacity to accommodate the effluent from the proposed development. The Developer shall construct a sewer lift station, holding tank, and emergency generator on Lot 66, and shall install all piping and other ancillary equipment, including a connection stub to the Hollister trunk line. If the Goleta West Sanitary District determines that the Hollister trunk line is insufficient to serve the proposed development, the Developer shall bond for the installation of a sewer lift pump and emergency generator, and a temporary sewer line connection to the Devereux Creek trunk line shall be constructed by the developer and utilized until such time as currently-planned improvements are made to the Hollister Avenue trunk line. (adapted from Mitigation HWQ-3).

Implementation and Timing. Final grading, drainage, and subdivision improvement plans shall describe and depict a sewer line conveyance to the Hollister Avenue trunk line, including the preliminary design details for a lift station. The plans shall be submitted to the City of Goleta for review and approval prior to approval of Land Use Permit for recordation of the final tract map. If a temporary connection to the Devereux Creek sewer line is necessary because of insufficient capacity of the Hollister Avenue trunk line, proof of insufficient capacity shall be provided. In addition, in the event that the Hollister trunk line lacks adequate capacity, the Developer shall describe and depict an additional (temporary) sewer line conveyance to the Devereux Creek sewer line, and shall provide a performance security to allow for the future installation of the sewer lift pump equipment and emergency generator.

Monitoring. The City of Goleta shall inspect for completion pursuant to approved plans prior to occupancy clearance for the first residence.

16. **GRADING AND DRAINAGE IMPROVEMENTS.** Final grading, drainage, and subdivision improvement plans shall include provisions for treatment of all polluted run-off (i.e., from streets and driveways). Final grading, drainage, and subdivision improvement plans shall include one or possibly two permanent detention basins/bioswales designed to retain runoff and maintain pre-development runoff rates associated with a 5- through 100-

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year storm event. The final grading and drainage plans shall demonstrate that the proposed detention basins/bioswales will withstand hydraulic conditions up to and including the 100-year flood event.

The bioswale shall be designed to ensure that the retention time of water and the plants selected are adequate to reduce the concentrations of target pollutants. Local plant sources (i.e. collected from the watershed or propagated cuttings or seed collected from the watershed) shall be used. The plan shall include specifications for the bioswales to be maintained in working order, and shall assign to the Home Owners' Association enforceable responsibility for long-term inspection and maintenance (adapted from Mitigation HWQ-5).

The plan shall also include specifications for any drains and treatment/filtration systems to be maintained in working order and shall assign to the Home Owners' Association enforceable responsibility for long-term inspection and maintenance (Mitigation HWQ-8).

Implementation and Timing. Final grading, drainage, and subdivision improvement plans and landscape plans shall be reviewed and approved by the City of Goleta prior to Land Use Permit approval for recordation of the final tract map. Final grading, drainage, and subdivision improvement plans, and landscape plans shall contain specification procedures, including plant palette and the source of plant material.

Monitoring. The City of Goleta shall site inspect prior to, during, and after construction. The City of Goleta shall periodically inspect the site to ensure basins are maintained and effectively mitigating impacts.

17. **CONSTRUCTION STORM WATER POLLUTION PREVENTION PLAN.** The Developer shall provide and adhere to a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP must include control measures that are consistent with the City of Goleta NPDES General Permit and the policies of the RWQCB. The Developer shall obtain coverage under the Construction General Permit of the National Pollutant Discharge Elimination System issued by the California Regional Water Quality Control Board (adapted from Mitigation HWQ-6).

Implementation and Timing. Prior to the submittal of a permit application to the RWQCB, the Developer shall submit a draft SWPPP to the City Engineer for review and approval. The Developer shall then submit the City-approved SWPPP to the RWQCB. Prior to approval of a Land Use Permit for grading/installation of subdivision improvements, the Developer shall submit a copy of the permit. A copy of the SWPPP shall be maintained on the project site during grading and construction activities.

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Monitoring. The City of Goleta shall site inspect during construction for compliance with the SWPPP.

18. **ANIMAL WASTE:** Animal waste control measures (e.g., mutt-mitt dispensers) shall be implemented. Mutt-mitt dispensers shall be installed and maintained by the Developer/Homeowner's Association at the Open Space access point trailhead within the development. Educational displays/signs and a trash receptacle shall be installed at the trailhead to provide information about water quality in the Devereux Creek watershed, and appropriate educational materials shall be incorporated into the Home Owners' Association literature/CCRs. The displays and/or signs shall include information pertaining to animal waste and surface water pollution prevention (Mitigation H/WQ-9).

Implementation and Timing. Animal waste control measures shall be depicted on the final subdivision improvement and/or landscape plan, subject to City of Goleta review and approval prior to approval of a Land Use Permit for recordation of the final tract map. Animal waste control measures shall be implemented prior to occupancy clearance for the first residence.

Monitoring. The City of Goleta shall inspect for compliance prior to occupancy clearance for the first residence.

19. **LANDSCAPE MANAGEMENT PLAN:** A Pesticide, Herbicide, and Fertilizer Management Plan shall be prepared that minimizes the use of these materials in common areas and private landscape areas, particularly during the rainy season. Pesticides and herbicides shall be restricted to those that are biodegradable, unless a given pesticide or herbicide is not available in a biodegradable form. Proposed use of pesticides and herbicides shall be detailed and used only where hand removal would be ineffective. Herbicide and pesticide application in any common areas shall be conducted by a landscape professional licensed to apply pesticide. If turf areas are desired and approved in a final landscaping plan, grasses not generally susceptible to pest disease shall be planted in the common area turf areas. (Mitigation H/WQ-10)

Implementation and Timing. The Pesticide, Herbicide, and Fertilizer Maintenance Plan shall incorporate the types of chemicals to be used and a procedure for their application during the rainy season. The plan shall be reviewed and approved by the City of Goleta and incorporated into the subdivision's landscape maintenance guidelines prior to approval of a Land Use Permit for recordation of the final tract map (addresses Impacts H/WQ-3).

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Monitoring. The City of Goleta shall inspect for compliance prior to occupancy clearance for the first residence.

20. **SOUTHERN TARPLANT PROTECTION:** Although not known to occur in the development area, Southern tarplant is known from nearby habitats and could potentially occur onsite. A City of Goleta-qualified biologist shall conduct field surveys during the spring flowering season as well as prior to construction to detect the target species and any other special-status plants. The biologist will be hired by the City and funded by the Developer. If special-status plants are identified during the field survey, and the plants are unavoidable, lost special-status plants shall be replaced in the Open Space Plan area in suitable habitat through a revegetation plan developed by a qualified, local restoration biologist. The Developer shall prepare a detailed final plan that defines the limits of grading and specifies the location of tar plant to be protected or mitigated. (Mitigation Bio-1)

Implementation and Timing. Final grading, drainage, and subdivision improvement plans shall be reviewed and approved by City of Goleta staff prior to approval of a Land Use Permit for recordation of the final tract map. The Developer shall pay a one-time fee of \$6,000 to the City of Goleta for the pre-construction Southern tarplant survey and any restoration work if required. This fee must be received by the City prior to approval of a Land Use Permit for recordation of the final tract map. The City shall retain a biologist to conduct the pre-construction survey, and at the beginning of each flowering season during the course of the project's construction. If Southern tarplant specimens are identified within the development envelope, a revegetation plan shall be prepared by this biologist. The revegetation plan shall be implemented by qualified, local restoration biologist.

Monitoring. The City of Goleta shall ensure completion of pre-construction surveys, shall site inspect for compliance with the final plans, and shall ensure completion of any required revegetation plan.

21. **WESTERN SNOWY PLOVER PROTECTION.** To reduce potential impacts associated with increase visitor use of trails near the snowy plover nesting area and Sands Beach, the Developer shall pay a one-time mitigation fee to the City of Goleta to help establish an endowment for snowy plover protection measures. The endowment would generate funds for the City to use for an annual contribution to the COPR or a similar program. (Mitigation Bio-2)

Implementation and Timing. The Developer shall pay a one-time fee of \$150,500 to the City of Goleta prior to approval of a Land Use Permit for recordation of the final tract map.

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Monitoring. City staff shall verify payment of funds by the Developer.

22. **BUTTERFLIES, RAPTORS, AND GENERAL WILDLIFE PROTECTION – CONSTRUCTION PHASE.** Grading and development activities shall not encroach into required biological resource buffer zones. Temporary construction fencing with chain link or other material satisfactory to the City of Goleta shall be installed to indicate limits of grading. Fencing shall be shown on final grading, drainage, and subdivision improvement plans and/or building plans, as applicable. (adapted from Mitigation Bio-3)

Implementation and Timing. Final grading, drainage, and subdivision improvement plans shall be reviewed and approved by the City of Goleta prior approval of a Land Use Permit for recordation of the final tract map. Final building plans shall be reviewed prior to approval of a Land Use Permit for residential construction. Fencing shall be installed prior to commencement of grading/construction activities and shall remain in place until the perimeter wall or other similar permanent structure is in place.

Monitoring. The City of Goleta shall site inspect for compliance in the field.

23. **BUTTERFLIES, RAPTORS, AND GENERAL WILDLIFE PROTECTION – OPERATIONAL PHASE.** Fencing around the perimeter of the development shall include 6-foot minimum height fencing consistent with approved Exhibits 1 and 3 for the protection of monarch butterfly aggregation sites, raptor foraging habitat, and wildlife habitats surrounding the development footprint.

The perimeter fencing shall be shown on final grading, drainage, subdivision improvement, and landscape plans, as applicable and shall remain in place and in good working order. Repairs shall be made as needed, within one month of being called to the attention of the Homeowners Association by City permit compliance staff. (Mitigation Bio-3)

Implementation and Timing. The perimeter fence shall be installed prior to occupancy clearance for the first residence.

Monitoring. City staff shall ensure that a permanent perimeter wall is completed according to plan.

24. **CONSTRUCTION TIMING – RAPTORS.** A survey by a City of Goleta-approved biologist shall be conducted no more than 7 days prior to construction in order to establish the current breeding and roosting status of resident raptors throughout the proposed development footprint, as well as the

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Santa Barbara Shores and Ellwood Mesa parcels. The biologist will be hired by the City and shall be funded by the Developer. The survey shall include recommendations regarding minimizing impacts during construction, including but not limited to, setbacks, fence protection, restrictions on construction scheduling, etc. The survey shall take into account expected increases and decreases in raptors over the construction period and shall include a map showing known roosting and nesting sites. Consistent with the raptor protection program detailed in the Open Space and Habitat Management Plan, construction within 500-feet of active nests shall be timed to avoid the nesting season for raptors (February 1 to July 15). Prior to construction, the City-approved biologist will survey for active nests in and around the project area. Construction work within 500 feet of active nest(s) will be suspended until the young have fledged the nest.

Implementation and Timing. The 500-foot buffer shall be shown on all final grading, drainage, and subdivision improvement plans and residential construction plans (where applicable). Survey conclusions shall be reviewed and approved by City of Goleta prior to issuance of a Land Use Permit for grading/installation of tract improvements and approval of Land Use Permits for residential construction. (Mitigation Bio-4)

Monitoring. The City of Goleta shall site inspect for compliance with survey recommendations in the field.

25. **CONSTRUCTION TIMING – MONARCH BUTTERFLIES.** All construction or noise-generating work associated with this project, including residential construction, and construction of trail connectors, shall be seasonally timed to avoid noise- and human activity-related impacts to over-wintering monarch butterflies (October 1 to March 1). If work within 200 feet of ESHA-designated eucalyptus groves is proposed between October 1 and March 1, prior to the start of work, a qualified biologist shall survey all eucalyptus trees within 200 feet of the residential development area to determine use by monarchs. If butterfly aggregations are found within 200 feet of the work area, work activities within the 200-foot construction-phase buffer area shall be halted until monarchs have left the site. (adapted from Mitigation Bio-5)

Implementation and Timing. The 200-foot buffer construction-phase buffer shall be shown on all final grading, drainage, and subdivision improvement plans and residential construction plans (where applicable). Survey conclusions shall be reviewed and approved by City of Goleta prior to issuance of a Land Use Permit for grading/installation of tract improvements and approval Land Use Permits for residential construction.

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Monitoring. The City of Goleta shall site inspect for compliance with survey recommendations in the field.

26. **MONARCH BUTTERFLY INVENTORY AND MONITORING FUND CONTRIBUTION.** The Developer shall contribute funds to a monarch butterfly inventory and monitoring program, per the Open Space and Habitat Management Plan. These funds will allow the City of Goleta to properly coordinate management of the existing monarch butterfly over-wintering sites in the proposed Ellwood Mesa Open Space Plan area by hiring a monarch butterfly specialist to coordinate research efforts, evaluate the condition of the population and groves, detect trends in butterfly health, number, and behavior, and support awareness of butterfly migration to ensure that the existing monarchs aggregations are protected. (Mitigation Bio-6)

Implementation and Timing. The Developer shall pay a one-time fee of \$200,000 to the City of Goleta prior to approval of a Land Use Permit for recordation of the final tract map.

Monitoring. The City of Goleta shall verify payment prior to recordation of the final tract map.

27. **FIRE PROTECTION PROGRAM FOR EUCALYPTUS GROVES:** A Fire Protection Program to help prevent fires in the eucalyptus groves and other areas adjacent to the Comstock Homes Development shall be prepared by the Developer. This program shall address measures within the Comstock Homes Development to reduce the risk of fire and increase the potential for control should a fire occur. The program shall also prohibit smoking and motor vehicles in the adjacent open space plan areas and shall include signage stating these restrictions in the Comstock Homes Development access points to the Open Space area. (Mitigation Bio-7)

Implementation and Timing. The City of Goleta shall review and approve the Fire Protection Program prior to approval of a land use permit for recordation of the final tract map. Signage at trailheads into the Open Space Area shall be posted prior to occupancy clearance for the first residence.

Monitoring. The City of Goleta shall site inspect for compliance.

28. **NATIVE GRASSLAND AVOIDANCE.** To avoid impacts to the native grassland habitat near Drainage A, The Developer shall conform to the revised site plan dated July 2, 2004 (Exhibit 1) which re-locates the detention basin that is adjacent to the west bank of Drainage A as shown on the October 2003 site plans and shifts the basin to the north and west to avoid all native grassland habitat resources in this area.

Implementation and Timing. Final grading, drainage, and subdivision improvement plans shall be reviewed and approved by the City of Goleta prior to approval of a Land Use Permit for recordation of the final tract map.

Monitoring. The City of Goleta shall site inspect for compliance in the field throughout grading and construction activities.

29. **NATIVE GRASSLAND MITIGATION.** To mitigate for direct loss of native grassland habitat within the development envelope, the Developer shall fund a native grassland impact study and mitigation program. The area of native grassland loss within the development footprint shall be determined by a City-approved biologist, who will measure the area of current native grasslands within the development envelope as mapped by SAIC in 2000 and reported in the Final EIR (04-EIR-001). The City-approved biologist shall prepare a mitigation plan that describes provisions for restoration of any native grassland removed due to project construction. Restoration shall occur within the confines of the Santa Barbara Shores and Ellwood Mesa properties in the Open Space Plan area. The area of required off-site mitigation shall be calculated at a ratio of 3:1. The mitigation plan shall include, but not be limited to, the following:

- Establishment of performance criteria and a monitoring period of at least five (5) years.
- Identification of suitable locations for restoration, in the closed trail footprints on Ellwood Mesa and Santa Barbara Shores or in contiguous areas such as the bluff top open space or within or near existing vernal pool/native grassland complexes.
- The seed stock and or plants that are removed from development areas shall be used for revegetation. Criteria and timing for removal and replanting shall be identified. If using material from the development envelope site is not feasible, native seed for restoration shall be collected from the remainder of the Santa Barbara Shores property or the Ellwood Mesa property.
- Development of short-term and long-term maintenance and management criteria.
- Buffers and/or fencing shall be included based on proximity to potential areas of disturbance. (Mitigation Bio-8)

Implementation and Timing. The Developer shall have a one-time funding obligation of \$36,000, based on the estimated loss of 0.3 acres of native grasslands within the development envelope and an estimated restoration

cost of \$40,000/acre of restoration. Payment shall be made prior to approval of a Land Use Permit for recordation of the final tract map.

Monitoring. The City of Goleta shall ensure payment of fee and shall ensure that the mitigation program successfully meets program objectives.

30. **RIPARIAN AVOIDANCE.** To avoid impacts including shading to wetland habitat within Drainage A1, the Developer shall conform to the 62-unit site plan in the July 2, 2004 tract map set, which eliminates the access road bridge crossing over Drainage A1. (Mitigation Bio-9)

Implementation and Timing. Final grading, drainage, and subdivision improvement plans shall be reviewed and approved by the City of Goleta prior to approval of a Land Use Permit for recordation of the final tract map.

Monitoring. The City of Goleta shall site inspect for grading/construction according to approved plans.

31. **LANDSCAPE PLAN – SUBJECT TO DRB APPROVAL:** The final landscape plan (Exhibit 3) and landscape guidelines (Exhibit 4) are subject to review and approval by the City of Goleta Design Review Board.

Implementation and Timing. The Developer shall provide final plans and guidelines for review and approval prior to LUP for grading and subdivision improvements. This condition shall be included in the CC&Rs for the development.

Monitoring. The City of Goleta permit compliance staff shall ensure landscaping is installed in conformity with approved plans. The City of Goleta permit compliance staff shall ensure that landscaping is adequately maintained.

32. **LANDSCAPE PLAN – SPECIES SELECTION AND IRRIGATION REQUIREMENTS:** Landscaping in common areas shall maximize the use of non-invasive, low-water demand species, as described in the approved Landscape Plan (Exhibit 3) and Landscape Guidelines (Exhibit 4). Project CC&Rs shall include information and photographs about drought-tolerant plantings for individual private spaces (i.e., front and back yards) and encourage owner use of these water-saving species. (Mitigation PS-7)

The final landscape plan shall prohibit buried irrigation infrastructure outside of the approved development envelope. All temporary irrigation components (including pipe) shall be placed above ground in open space areas. The potential for damage to the pipe by vandalism or exposure is considered insufficient to offset the environmental damage caused by

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trenching to install pipes and structures and subsequent digging to remove pipes and structures. Pipes shall be inspected frequently for leaks. All leaks shall be repaired promptly to avoid erosion, weed establishment, or other environmental damage. (Mitigation Bio-10)

Implementation and Timing. The final landscape plan shall define precisely high and lower demand species areas prior to approval of a Land Use Permit for grading and subdivision improvements. The CC&Rs shall incorporate language and illustrations such as those found in GWD and Santa Barbara Botanical Garden publications advocating low water use plantings. Landscape plan components and CC&Rs shall be reviewed by City permit compliance staff prior to approval of the Land Use Permit for grading and subdivision improvements.

Monitoring. The City of Goleta shall site inspect to verify installation of landscaping according to the approved plans.

33. **LANDSCAPE PLAN – NATIVE SEED STOCK REQUIREMENTS:** In order to protect the genetic integrity of the native plant populations on the undeveloped portions of the subject property, when native plants are used in landscaping within or adjacent to open space areas, the planting source shall be restricted to locally-collected native plants and seed materials. This requirement includes any plantings proposed for habitat/buffer restoration, native grassland mitigation, and landscape plantings outside perimeter fencing. Whenever native species are specified for plantings or seeding, all seed or plant material shall come from sources within the Devereux Creek watershed. In some cases, such as for native grassland and wetland buffer species, seed shall be collected from the proposed development area, Santa Barbara Shores, or the Ellwood Mesa Open Space. Non-native plants for screening purposes may be used, subject to the approval of final landscaping plans by the City Design Review Board.

Implementation and Timing. Any necessary changes to the final landscape plan shall be prepared by a qualified, local restoration biologist and reviewed and approved by the City of Goleta prior to approval of a Land Use Permit for recordation of the final tract map.

Monitoring. City staff shall site inspect for compliance throughout construction activities.

34. **BIOLOGICAL RESOURCE PROTECTION – SIGNAGE.** The Developer shall fund the preparation and installation of biological resources protection signage, consistent with the Open Space Plan details, at open space access points adjacent to the proposed residential development. These signs shall advise open space users that dogs should be on leashes, and the reasons why dogs should be leashed (stressing protection of snowy plovers and

other shorebirds and raptor foraging and nesting information). (Mitigation Bio-11)

Implementation and Timing. The Developer shall have a one-time funding obligation of \$10,000 for biological resource protection signage. This fee shall be paid to the City prior approval of the Land Use Permit for recordation of the final tract map. A Biological Resource Protection Sign Plan, including proposed wording and location of signs, shall be prepared and implemented by the City of Goleta.

Monitoring. The City of Goleta shall ensure payment of fee and installation of resource protection signs.

35. **BIOLOGICAL RESOURCE PROTECTION – GENERAL:** Leash requirements for dogs within the open space plan area shall be incorporated into the CC&Rs given to homeowners in the residential development. The CC&Rs shall also inform all homeowners of the potential impact stray domestic and feral cats can have on wildlife populations and the need to minimize the potential for cats to roam the Open Space Area. Night-lighting within and around the perimeter of the proposed residential development shall be of the minimum wattage necessary for safety and shall be shielded and directed downward to minimize light “pollution” to adjacent open space. The CC&Rs shall include restrictions on the type and intensity of lights allowed in back yards (e.g., lights must be shielded and down-directed). (Mitigation Bio-11)

Implementation and Timing. A copy of the CC&Rs and a plan showing the design and location of street lamps shall be submitted to the City of Goleta for review and approval prior to approval of a Land Use Permit for recordation of the final tract map. Final plans for residences shall include a lighting plan and shall be reviewed and approved by the City Design Review Board prior to approval of Land Use Permits for individual residences.

Monitoring. The City of Goleta shall site inspect for construction according to approved plans.

36. **EUCALYPTUS WOODLAND AVOIDANCE.** The development envelope shall conform to the July 2, 2004 site plan (Exhibit 1), which avoids impacts to ESHA-designated eucalyptus trees along the western eucalyptus windrow. (adapted from Mitigation Bio-12)

Implementation and Timing. The final tract map shall conform to the July 2, 2004 tract map set.

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Monitoring. The City of Goleta shall ensure that grading and construction of subdivision improvements and residential lots is in conformance with approved plans.

37. **WATER QUALITY PROTECTION – STORM WATER CONVEYANCE AND DETENTION BASIN DESIGN AND MAINTENANCE.** Improvements to the hydrology and water quality of Drainages A1, A2, and B shall be accomplished by incorporating the following water quality protection measures.

Best Management Practices. Best Management Practices (BMPs) shall be incorporated into the grading/drainage plan and shall be maintained for the duration of construction. Installation and maintenance of appropriate sediment control measures shall be photo-documented and submitted by the Developer to the City of Goleta prior to and during grading.

Stormwater Conveyance and Detention Basins. During all grading operations, storm water runoff shall be directed into detention basins or biofilters rather than to storm drain lines directly linked to Devereux Creek or its tributaries. The Developer has proposed construction of a series of detention basins to capture and filter storm water runoff from the development footprint. These basins shall be constructed during initial site grading and shall be functional during the construction phase.

The floor of the storm water detention basins shall be vegetated with native, locally occurring wetland plants that will filter and process runoff and pollutants. Sediment trapped by the basins shall be periodically removed at the responsibility of the Home Owner's Association. Consequently, the plant palette shall include native species that can readily re-establish themselves from seed or rhizomes following sediment removal activities. The floor of the basin shall allow percolation of runoff into the ground. The sides of the basin shall be vegetated with native, locally occurring grasses, forbs, and shrubs.

Washout Areas. The storm water retention basins shall not be used as clean-out areas for concrete, plaster, stucco, oil, or other construction products during construction. Washout areas for construction products shall be located away from the perimeter of the construction sites and shall be lined with plastic to contain polluted water such that it can be evaporated and the residue removed from the site. The clean-out areas shall be regularly maintained to ensure functionality and shall be located at least 50 feet away from any storm drain, water body, or sensitive biological resource. The location of clean-out areas shall be clearly noted on grading plans, tract improvement plans, and building plans as well as at the construction site with signs.

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Riparian Buffer Avoidance. All ground disturbances and vegetation removal shall be prohibited in the 50-foot setback for riparian areas on Drainages A1, A2, and A to the maximum extent feasible. The grading limits and wetland setback shall be clearly shown on all pertinent construction plans and the former limits shall be clearly marked in the field with orange construction fence for the duration of construction. (Mitigation Bio-13)

Implementation and Timing. Final grading, drainage, and subdivision improvement plans shall identify sediment and erosion control measures and clean-out areas, as well as the location, dimensions, capacity, and other pertinent details of construction of the basins. These plans shall be reviewed and approved by the City of Goleta prior to approval of a Land Use Permit for recordation of the final tract map. Temporary construction fencing to delineate required riparian buffers shall be installed prior to any earth-moving activities.

Monitoring. The City of Goleta shall site inspect for compliance during construction activities. The Homeowners' Association shall be responsible for periodic sediment clean-out in the retention basins and the City of Goleta shall monitor the status and maintenance of these basins at least once each year.

38. **WELL ABANDONMENT FUNDING REQUIREMENTS:** The Fire Department's Fire Protection Division (FPD) has recommended that all historic oil wells located in the Open Space Plan area meet current standards. Well abandonment would be under the direction of the State Division of Oil, Gas, and Geothermal Resources (DOGGR) and the FPD in compliance with California Code of Regulations Title 14, Chapter 4 and Section 3106 of the Public Resource Code. In addition, five idle water wells are located on the Ellwood Mesa parcels (APNs 079-210-013, 079-210-014, 079-210-015, 079-210-024, and 079-210-051). To ensure that any water and oil wells on the Ellwood Mesa are abandoned to current standards, the Developer shall enter into an agreement with the City of Goleta that stipulates that the cost of abandoning any wells on the Ellwood Mesa parcels is the responsibility of the Developer. The agreement shall also stipulate that adequate funds for abandonment of any wells known to occur on these parcels shall be dedicated and escrowed or bonded for prior to the completion of the land swap. The City would contract for the abandonment of the wells, and would ensure that funding provided by the Developer is sufficient. If the cost of the abandonment activities exceeds initially secured funds, the Developer would be responsible to provide supplemental funding.

Implementation and Timing. The City shall consult with the FPD and DOGGR to determine the appropriate oil well abandonment requirements on the Ellwood Mesa parcels. If oil well abandonment activities are required by these agencies, then prior to recordation of the tract map, the Developer shall have entered into an agreement to fund the cost of abandonment of the wells. This agreement shall also stipulate that the Developer is responsible for the costs of abandoning any water wells on the Ellwood Mesa.

Monitoring. The City of Goleta shall ensure compliance with this condition prior to the recordation of the tract map.

39. **COMPLIANCE WITH SETBACKS FROM OIL AND GAS WELLS:** The location of homes, subdivision improvements and other residential development shall comply with setbacks from oil and gas wells as determined by DOGGR and FPD. (Mitigation HM-1)

Implementation and Timing. Prior to approval of a Land Use Permit for grading and subdivision improvements, the Developer shall consult with the FPD and DOGGR to determine that all portions of the development envelope comply with setback requirements, as shown in the July 2, 2004 site plan (Exhibit 1). The Developer shall provide the City Planning & Environmental Services staff proof of compliance in the form of a letter from the Fire Department or DOGGR or some other proof acceptable to City staff, prior to construction of subdivision improvements.

Monitoring. City permit compliance staff shall monitor compliance with setbacks from oil and gas wells. City staff shall retain copies of all correspondence from FPD and DOGGR with respect to development setbacks from oil and gas wells.

40. **ADDITIONAL ASSESSMENT OF SOIL CONTAMINATION:** Additional assessment, and possibly remediation, of the soils at or near the surface in the proposed residential development area shall be conducted as required by the FPD. Any required assessment shall be prepared by qualified, City-approved experts, which shall be funded by the Developer. Current oil field assessment standards require a full analytical characterization of specific hydrocarbon compounds contained in crude oil or oil-derived product. In addition, current regulatory standards require that inorganic metals be assessed. Decisions regarding future remediation requirements for the area and the residential areas shall be based on a screening level human health and ecological risk evaluation. Depending on the results of the screening level risk assessments, more detailed quantitative risk assessments may be required by FPD, as necessary.

Additional assessment and/or remediation shall include the following:

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- a. Preparation of a Phase II Environmental Site Assessment Work Plan that describes the proposed approach and methods to be used in characterizing shallow soils. The Work Plan shall include the proposed sampling locations, sample collection procedures, analytical methods, quality control measures, and a site-specific health and safety plan. The Work Plan also should include the proposed methods for conducting a screening level human health and ecological risk assessment based on data from previous investigations. The Phase II ESA(s) shall be submitted to the FPD for regulatory review and approval.
- b. Implementation of the Phase II ESA Work Plan with FPD oversight.
- c. Screening level human health and ecological risk evaluation shall be conducted by the Developer's consultant to identify chemicals of concern and/or potential concern, exposure pathways, and sensitive receptors. Based on the determined risks, conclusions, the Fire Department will identify those soils that can be left in place without engineering controls, those soils that would be eligible for engineering controls (e.g., no ground disturbance), and those soils that will require remediation (e.g., areas along the trails). (Mitigation HM-2)

Implementation and Timing. Prior to approval of a Land Use Permit for recordation of the tract map, the Developer shall consult with FPD to determine the scope of the Phase II ESA; prepare and submit to FPD a Phase II ESA Work Plan for review and approval; implement the Phase II ESA Work Plan; submit the report of findings to FPD for review; and receive FPD's concurrence with the Phase II ESA recommendations.

Monitoring. The FPD and City of Goleta shall review the Phase II ESA Work Plan and the completed Phase II ESA to ensure compliance with the above plan requirements.

41. **SITE REMEDIATION ACTION PLAN REQUIREMENTS:** If necessary, a Site Remediation Action Plan shall be developed. Upon FPD concurrence with the recommendations presented the Phase II ESAs, remedial action plans shall be prepared by qualified, City-approved experts under contract to the Developer for submittal to the FPD. The remedial action plans will include the following.
 - a. Remediation goals and cleanup criteria.
 - b. Evaluation of corrective action alternatives that compares the effectiveness, feasibility, and cost benefit of each alternative. The remedial action plans shall take into account existing and proposed

uses of the Open Space Plan area and the proposed residential developments.

- c. Identification of the preferred alternative with consideration of protection of resources within the Open Space Plan area.
- d. A detailed description of the access points and haul-out routes for remedial activities; remediation methods and procedures; mitigation of dust; minimization or avoidance of disturbance to sensitive ecosystems; and verification soil sampling and analysis. Included in the discussion shall be information on disposal sites, transport and disposal methods, as well as recordkeeping methods for documenting remediation, regulatory compliance, and health and safety programs for onsite workers. The Developer shall designate a contact person to field questions, concerns, and complaints from the public. The Developer shall provide the name of and on-site contact number for this person to the City of Goleta, and the City shall make this number available to all interested parties.
- e. Removal of oil development equipment and debris.

Implementation and Timing. The site Remediation Action Plan shall be reviewed and approved by the FPD prior to issuance of a Land Use Permit. (Mitigation HM-3.)

Monitoring. FPD and City of Goleta shall review the remediation action plans to ensure compliance with the above plan requirements.

42. **SITE REMEDIATION REQUIREMENTS:** Site remediation shall be implemented if site assessment indicates contamination exists on-site at action levels that require clean-up according to Fire Department standards. In addition, any identified oil field debris shall be removed. Once approved by the FPD, the RAP(s) shall be implemented. Remediation scenarios include, at a minimum, the following:
- Maintain buffer zones around areas containing soils impacted by remnant crude oil, petroleum products or hazardous substances. Fencing shall be constructed in areas that present a health risk and signage will be posted identifying restricted areas.
 - Remove soils at or near the surface that exceed the cleanup criteria for open space recreational land use. Regrade and vegetate the disturbed areas consistent with the overall Open Space Plan area.
 - Remove oil field debris.
 - Maintain GIS coordinates of all areas assessed and/or remediated for future use in the event that land use changes from the current

zoning, or more stringent cleanup standards are promulgated.
(Mitigation HM-4)

Implementation and Timing. Remediation at the Comstock Homes Development site, if required, shall be completed in accordance with the approved plans prior to approval of a Land Use Permit for site grading for residential construction.

Monitoring. The FPD shall monitor inspect remediation activities and documentation to ensure compliance with approved plans and applicable guidelines. Copies of final remediation reports shall be provided to the City of Goleta.

43. **SOIL MANAGEMENT PLAN:** A Soil Management Plan for the residential development envelopes and trail connector construction areas shall be developed and implemented, as appropriate. The objective of the Soil Management Plan is to provide guidance for the proper handling, onsite management, and disposal of any contaminated soil that may be encountered during construction activities (i.e., excavation and grading). The plan shall include practices that are consistent with the California Title 8, Occupational Safety and Health Administration (Cal-OSHA) regulations, as well as FPD remediation standards that are protective of the planned use. Appropriately trained FPD professionals will be onsite during preparation, grading, and related earthwork activities to monitor soil conditions encountered. In order to confirm the absence or presence of hazardous substances associated with former land use, a sampling strategy shall be implemented. The sampling strategy shall include procedures regarding logging/sampling and laboratory analyses. The Soil Management Plan will outline guidelines for the following:

- Identifying impacted soil
- Assessing impacted soil
- Soil excavation
- Impacted soil storage
- Verification sampling
- Impacted soil characterization and disposal

In the event that potentially contaminated soils are encountered within the footprint of construction, soils will be tested and stockpiled under FPD supervision. FPD will determine whether further assessment is warranted. The FPD shall determine and oversee the handling and disposal of impacted soils. (Mitigation HM-5)

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Implementation and Timing. The Soil Management Plan shall be reviewed and approved by FPD prior to Land Use Permit approval.

Monitoring. FPD shall monitor and inspect soil management activities to ensure compliance with the approved Soil Management Plan.

44. **MEASURES TO PROTECT THE ADJACENT OPEN SPACE AREA:** The residential development shall include measures designed to reduce potential long-term impacts to the Open Space Plan area. Specific measures shall include, at a minimum;

- Maintenance of the retained common lots.
- Maintenance of the public trail connecting the development to the Open Space Plan area.
- Use of educational materials in project CC&Rs to promote appreciation of resource protection policies and practices within the Ellwood Mesa Open Space Plan area, and to ensure the maintenance of open space plan areas within the development footprint.

(Mitigation Land Use-1)

Implementation and Timing. These requirements shall be included in project CC&Rs and other development informational and educational materials. Project CC&Rs and informational/educational materials shall be provided to the City of Goleta for review and approval prior to approval of a Land Use Permit for recordation of the final tract map.

Monitoring. The City of Goleta shall review materials developed for residential development prior to recordation.

45. **AIRPORT OVER-FLIGHT NOTIFICATION:** A buyer notification regarding airport operations shall be provided to potential home buyers in the form of a Department of Real Estate (DRE) notice. The notice shall inform buyers of location of the development in the instrument approach path of Runway 7 beyond the one-mile marker, aircraft over-flights, and noise. This information shall also be included in project CC&Rs. (Mitigation Land Use-2)

Implementation and Timing. The Developer shall also provide the City of Goleta with a copy of the proposed DRE notice and CC&Rs for review and approval, and subsequently evidence of filing with DRE, prior to approval of the Land Use Permit for recordation of the subject tract map. The Developer shall provide evidence of recordation of the covenant prior to occupancy clearance for the first residence.

Monitoring. The City of Goleta shall verify completion of this requirement.

46. **PUBLIC ACCESS EASEMENTS THROUGH THE SUBDIVISION:** Public access through the subdivision and into the open space area shall be provided for pedestrians and bicyclists as shown on the July 2, 2004 tract map plans (Exhibit 1). The public access easement shall be irrevocable and provided in perpetuity. Information regarding this public access easement shall be included in the CC&Rs for the subdivision. Public access signage shall be installed at the Hollister Avenue frontage and at other appropriate locations within the subdivision and on the perimeter of the Open Space lands. (Mitigation REC-1)

Implementation and Timing. The final map shall show the public access easement and shall contain a note stating that easements for public access are provided into and through the residential development and a copy of the landowner notification shall be required. The City of Goleta shall review and approve the proposed final map for inclusion of these requirements prior to approval of a Land Use Permit for recordation of the final tract map.

Monitoring. The City of Goleta shall ensure recordation of public access easements.

47. **PUBLIC IMPROVEMENT PLANS AND ESTIMATES:** The Developer shall submit detailed plans, specifications, and engineer's cost estimates for construction of all public improvements, including, but not limited to, the proposed replacement public parking lot (including grading), street frontage improvements, and intersection signalization improvements, to the City Engineer for review and approval. The Public Improvement Plans shall be prepared by a registered civil engineer and signed by the City Engineer and/or Traffic Engineer, as required. The required public improvements are further described as follows:
- a) The parking lot improvements shall include grading, paving, fencing, gates, landscaping, and trail connectors to the existing trail system. The parking lot shall be paved with a permeable surface with a surface color designed to blend with the natural appearance of the site. Fencing shall be of a type and design that is similar to the fence at the existing Santa Barbara Shores Park parking lot. Landscape planting materials shall be drought tolerant and shall have heights at maturity that will not impair views across the site to the coastal bluffs and the Channel Islands.
 - b) Street frontage improvements shall include, but not be limited to, a left turn pocket, striping for a single travel lane in each direction, an

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eight-foot bike lane in the eastbound direction, a bus pocket turnout, asphalt concrete, concrete pavement on aggregate base, crack seal to the centerline of the street and a slurry seal of the entire street area disturbed by the construction.

- c) Sidewalk and parkway improvements shall include standard curbs, gutters, a meandering 6-foot wide sidewalk and back of curb with low, drought-tolerant landscaping. Existing trees shall be preserved to the maximum extent feasible.
- d) Signalization improvements at the intersection of the parking lot access driveway with Hollister Avenue. The driveway intersection shall be aligned with the access to Ellwood School and the signal converted from the present 3-way to a 4-way traffic control with video detection.
- e) All existing utility poles along the Hollister Avenue frontage shall be removed and overhead utility wires placed in underground conduits, if feasible.

48. **PUBLIC IMPROVEMENTS AGREEMENT AND PERFORMANCE SECURITY:** The Developer shall enter into an Agreement for the Provision of Public Improvements with the City, which shall establish the responsibilities of each party relative to the design and construction and financing of the public improvements identified in Condition #47, requirements for posting of a performance security, and which costs, if any, shall be counted as credits towards required payment of various fees by the Developer to the City. The Agreement shall be recorded in the Official Records of the County of Santa Barbara at the Office of the County Recorder.

49. **REPLACEMENT PARKING LOT IMPROVEMENTS AND FUNDING:** The Developer shall help fund the construction of the proposed 45-space replacement parking lot. The parking lot entry/exit shall be on Hollister Avenue directly opposite the Ellwood School entrance driveway. The existing 3-way signalized Hollister Avenue/Ellwood School intersection shall be reconfigured to a 4-way signal with the addition of a southern leg of the intersection and modification of the signal. The parking lot driveway connection shall be aligned with the Ellwood School entrance driveway and a new westbound left turn pocket with a minimum length of 150 feet shall be installed on Hollister Avenue. (Mitigation Traffic-3)

Implementation and Timing. Prior to approval of a Land Use Permit for the recordation of the Final Tract Map, the Developer shall pay the City a one-time fee of \$125,000 towards the cost of the parking lot relocation. The existing parking lot shall remain open to the public until the replacement parking lot is completed and ready for public use. If the Developer desires to commence grading and installation of tract improvements prior to the

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completion of the replacement parking lot, the Developer shall provide the City with an agreement for temporary public use of the existing parking lot and public access from this lot to the open space area trail network. Prior to approval of the Land Use Permit for grading and installation of tract improvements, either the new parking lot shall be finished, or the Developer shall provide for the City's review and approval an agreement for temporary public use of and access from the existing parking lot.

Monitoring. The City of Goleta shall ensure payment of fee prior to recordation, and shall verify the completion of the parking lot and related improvements or receipt of an acceptable agreement for temporary public use and access prior to authorizing the start of grading and installation of subdivision improvements.

50. **TRAIL CONNECTORS – REQUIREMENTS AND FUNDING:** The Developer shall provide funds for trail improvements in the Ellwood Mesa Open Space Plan area. The funding amount shall be a one-time fee of \$14,400 for the construction of 600 feet of trail connectors between existing open space area trails and the Comstock subdivision. (Mitigation REC-2)

Implementation and Timing. The Developer shall pay the required funds to the City of Goleta prior to approval of a Land Use Permit for recordation of the final tract map. Prior to occupancy clearance for the first residence, the City shall construct the trail connector from the Open Space Plan area's existing trail network to the replacement parking lot and to the Comstock Development public trail.

Monitoring. The City of Goleta shall ensure payment of fee prior to recordation, and shall ensure completion of trail connectors before occupancy.

51. **EARTH DISTURBANCES:** All earth disturbances within the construction area shall be monitored by a City of Goleta qualified archaeologist and a Native American Consultant pursuant to City of Goleta Archaeological Guidelines.

Implementation and Timing. A contract or Letter of Commitment between the Developer and the archaeologist, consisting of a project description and scope of work, shall be prepared. The contract must be executed and submitted to the City of Goleta for review and approval prior to the approval of a Land Use Permit for grading/installation of subdivision improvements and residential construction (if applicable). (Mitigation Cultural-1)

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Monitoring. The City of Goleta shall confirm monitoring by the qualified archaeologist and grading inspectors shall spot check fieldwork.

52. **DISCOVERY OF ARCHAEOLOGICAL REMAINS:** In the event that archaeological remains are encountered during grading, work shall be stopped immediately or redirected until City of Goleta qualified archaeologist and Native American representatives evaluate the significance of the find pursuant to Phase 2 investigations of the City of Goleta Archaeological Guidelines. If remains are found to be significant, they shall be subject to the Phase 3 mitigation program consistent with Archaeological Guidelines funded by the Developer. (Mitigation Cultural-2)

Implementation and Timing. This condition shall be printed on all final grading, drainage, and subdivision improvement plans and plans for residential construction (if applicable). Final grading, drainage, and subdivision improvement plans shall be reviewed and approved by the City of Goleta prior to approval of a Land Use Permit for recordation of the final tract map. Plans for residential construction shall be reviewed and approved by the City of Goleta prior to approval of a Land Use Permit for individual residences.

Monitoring. The City of Goleta shall check plans and shall spot check in the field.

53. **PROTECTION OF CULTURAL RESOURCES:** To increase public awareness and appreciation of cultural resources, thus diminishing the risk of intentional or unintentional disturbance or looting, the Developer shall develop and provide to homeowners, educational material related to resource protection policies and practices within the Ellwood Mesa Open Space Plan area, and within common open space areas of the development footprint. (Mitigation Cultural-3)

Implementation and Timing. These requirements shall be included in project CCRs and other development informational and educational materials. Project CCRs and informational/educational materials shall be provided to the City of Goleta for review and approval prior to approval of a Land Use Permit for recordation of the final tract map.

Monitoring. The City of Goleta shall review materials developed for residential development prior to recordation.

54. **TRAFFIC IMPROVEMENTS:** The Developer shall post a performance security (or utilize another mechanism acceptable to the City of Goleta) and enter into an agreement with the City of Goleta for the implementation of one or more of the following:

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- a. Provision of a merge lane on Hollister Avenue west of Storke Road. This would reduce delay for right turns from southbound Storke Road.
- b. Provision of a third eastbound left-turn lane at the Storke Road/Hollister Avenue intersection and a third lane on Storke Road northbound from Hollister Avenue to the U.S. 101 southbound ramp intersection.
- c. Provision of a third westbound through lane at the Storke Road/Hollister Avenue intersection.
- d. The analysis of improvement alternatives, engineered design of approved improvement alternatives, construction of approved improvement alternatives for the Storke Road/Hollister Avenue intersection and/or some other improvement located elsewhere that would relieve traffic congestion at Storke/Hollister.

The applicant's obligation under this requirement shall not exceed \$1 million.

Implementation and Timing. The performance security (or other mechanism acceptable to the City of Goleta) shall be posted for a period of ten (10) years.

Monitoring. The City of Goleta shall ensure posting of performance security (or other mechanism acceptable to the City of Goleta) and recordation of the agreement prior to approval of a Land Use Permit for recordation of the final tract map. The City of Goleta shall also ensure compliance within ten (10) years of recordation or shall release the applicant from further obligation.

55. **PUBLIC IMPROVEMENTS ALONG HOLLISTER AVENUE:** The Developer will be required to provide or fund frontage improvements along approximately 750 feet of Hollister Avenue, starting from the northwestern corner of the 36-acre resultant parcel in accordance with the provisions appearing in that certain letter dated May 28, 2004 from the City to the Developer, which is attached as Exhibit 6. The Developer shall submit public improvement plans for construction of improvements along this frontage.

The developer shall be responsible for all costs associated with the design and construction of all frontage improvements along this 750 foot segment of Hollister Avenue. All costs associated with the design and construction of the remaining frontage improvements for the open space area; frontage length of approximately 750 feet shall be credited against the cost of complying with this condition. Fifty percent of the costs of the design and construction of the signalization improvements at the intersection of the entrance to the relocated parking lot and the entrance to the Ellwood School shall be credited against the cost of complying with this condition.

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The public improvement plans shall be submitted separately from Building Permit plans. Said improvements shall include but not limited to the following:

- i. Roadway Improvements including a left turn pocket and median, striping for a single lane in both directions, an eight foot bike lane in the eastbound direction, storm drain improvements, a bus pocket turn out, signalization improvements at the entrance to the parking lot, asphalt concrete, concrete pavement on aggregate base, crack seal to the centerline of the street and a slurry seal of the entire street area disturbed by the construction,
- ii. Sidewalk Improvements including standard curbs, gutters, a meandering six foot wide sidewalk, parkway between the sidewalk and back of curb with trees and low level drought tolerant landscaping, bus stop pocket and shelter, and access ramp(s) as necessary,
- iii. New Parking Lot Improvements, including landscaping, fencing, gates and trail connections,
- iv. Underground Utilities, for the frontage of Hollister Avenue,
- v. Signalization Improvements at the intersection of the parking lot and Ellwood School,

The public improvement plans shall be prepared by a registered civil engineer and reviewed and signed by the City Engineer. The Developer's share of these costs shall not exceed \$458,200, which is the total estimated share of the Developer's costs for undergrounding of utilities, relocation of the bus stop, the replacement parking lot (including the changes to the Ellwood School traffic signal), and all other frontage improvements. (adapted from Mitigation Traffic-2)

Implementation and Timing. Prior to approval of a Land Use Permit for recordation of the tract map, the Developer shall submit public street improvement plans as well as a construction schedule to the City Engineer for approval. The Developer shall submit an executed Agreement for Land Development Improvements, and Engineer's Estimate, signed and stamped by a registered Civil Engineer, and securities for construction of improvements prior to execution of the agreement. Permits shall be issued to allow for concurrent construction of the project and roadway improvements. A Land Use Permit for Grading and Subdivision Improvements shall not be issued by the City until improvements are fully completed.

Monitoring. The City of Goleta shall check status of the roadway improvements plan prior to approval of the Land Use Permit for the

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recordation of the Tract Map, and shall verify completion of improvements prior to occupancy clearance for the first residence.

56. **PRIVATE IMPROVEMENT PLANS:** The Developer shall submit private improvement plans for construction of improvements for the private roads, water and sewer mains, and drainage system (drop inlet, detention, erosion protection, etc.) survey monuments, directional/regulatory traffic control signs, storm drain stenciling, pollution prevention interceptor device, biofilter/swale, and provide adequate positive drainage from site. The private improvement plans shall be prepared by a registered civil engineer and reviewed by the City Engineer, prior to the approval of a land use permit for recordation of the tract map.
57. **CONSTRUCTION OF PRIVATE IMPROVEMENTS:** The Developer shall construct private subdivision improvements, with the exception of the final layer of pavement on the subdivision roads, the sewer lift station (per Condition #15), and perimeter landscaping, prior to occupancy clearance for the first residence. The final layer of pavement shall be constructed prior to occupancy clearance for the last residence, and perimeter landscaping shall be phased to immediately follow construction of each residence. All costs for design and construction of the private improvements shall be borne by the Developer.
58. **GRADING AND DRAINAGE PLANS:** Prior to approval of a Land Use Permit for grading and subdivision improvements, grading and drainage plans shall be submitted with final hydrology calculations verifying that all additional drainage caused by the development (the difference between pre- and post-development) up to a 100 year storm event shall be provided for with an onsite detention basin.
59. **STORM-WATER FILTER MAINTENANCE:** Prior to the issuance of any grading or construction permit, The Owner shall provide an Operations and Maintenance Procedure Plan (describing replacement schedules for pollution absorbing pillows, etc.) for the operation and use of the storm drain surface pollutant interceptors if used in the project.
60. **CONSTRUCTION TRAFFIC MANAGEMENT:** Construction plans shall minimize construction-related impacts on motorists, pedestrians and bicyclists using Hollister Avenue during the construction period. A management plan shall be prepared by the Developer and shall include traffic handling features according to City requirements. Constructing the Hollister Avenue frontage improvements and access into the relocated parking lot during the summer period, when the adjacent Ellwood School is not in session, would minimize impacts to the school. (Mitigation Traffic-4)

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Implementation and Timing. The Developer shall submit a TMP to the City of Goleta for review and approval prior to approval of a Land Use Permit for grading/subdivision improvements and residential construction.

Monitoring. The City of Goleta shall site inspect for compliance with TMP provisions throughout construction activities.

61. **REPAIR OF DAMAGED PUBLIC IMPROVEMENTS:** Prior to issuance of the Certificate of Occupancy, the Developer shall repair any damaged public improvements (streets, curbs, gutters, sidewalks, etc.) subject to the review and approval of the Community Services Department.
62. **SOUND WALL:** The Developer shall construct a 6-foot high solid wall along the northern portions of the project perimeter in substantial conformance with the location shown on the July 2, 2004 tentative tract map (Exhibit 1) for the project. (Mitigation N-1)

Implementation and Timing. The sound wall location, style, and materials shall be designated on all building and grading plans, prior to approval of a land use permit for grading and subdivision improvements.

Monitoring. Building Inspectors shall check to see that the wall is complete and built according to plans.

63. **CONSTRUCTION TIMING:** Construction activity for site preparation and for future development shall be limited to the hours between 7:00 a.m. and 4:00 p.m., Monday through Friday. No construction shall occur on State holidays (e.g., Thanksgiving, Labor Day). Construction equipment maintenance shall be limited to the same hours. Non-noise generating construction activities such as interior painting are not subject to these restrictions. (Mitigation N-2)

Implementation and Timing. This requirement shall be printed on grading and building plans prior to the approval of Land Use Permits for grading/installation of subdivision improvements and residential construction. Signs shall be in place prior to beginning of and throughout grading and construction activities. Violations may result in issuance of a stop work order and/or suspension of permits.

Monitoring. The City of Goleta shall site inspect for compliance and shall respond to complaints.

64. **CONSTRUCTION EQUIPMENT NOISE:** Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries shall be shielded and located as far towards the interior of the construction site as

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practical to minimize the noise levels at the residences to the east, the Ellwood Elementary School to the northeast, and the golf course to the west. (Mitigation N-4)

Implementation and Timing. The equipment area shall be designated on final grading, drainage, and subdivision improvement as well as residential construction plans and shall be reviewed and approved by the City of Goleta prior to approval of a Land Use Permit. Equipment and shielding shall remain in the designated location throughout construction activities.

Monitoring. The City of Goleta shall site inspection to ensure compliance and shall respond to complaints.

65. **DUST CONTROL MEASURES:** Dust generated by project construction shall be kept to a minimum as follows:
- a. Water trucks or sprinkler systems shall be used during construction as appropriate to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, such areas shall be watered down in the late morning and after completion of work at the end of the day. Reclaimed water shall be used whenever possible.
 - b. The frequency of watering shall be increased when wind speeds exceed 15 mph if soils are not completely wet. If wind speeds increase to the point that the dust control measures cannot prevent dust from leaving the site, construction activities shall be suspended.
 - c. Gravel pads shall be installed at all access points to prevent tracking of mud onto public roads.
 - d. The project proponent shall provide street cleaning along Hollister Avenue if soil track-out occurs on this street.
 - e. If importation, exportation, or stockpiling of fill is involved, soil stockpiled for more than two days shall be covered and kept moist, or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site shall be tarped from the point of origin.
 - f. After clearing, grading, earth moving, or excavation is completed, the disturbed area shall be treated by watering, revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.
 - g. A person or persons shall be designated by the contractor or builder to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite. Such monitoring responsibilities shall include holiday and weekend

periods when work may not be in progress. The contractor shall provide the name and telephone number of such person to the City of Goleta prior to approval of any Land Use Permit for any project grading or construction activities. (Mitigation AQ-1)

Implementation and Timing. The Developer shall include these measures as notes on all final plans prior to approval of any Land Use Permit for grading/installation of subdivision improvements and structural development. The measures shall be implemented at the commencement of, during, and after various construction activities, as appropriate.

Monitoring. The City of Goleta shall site inspect for compliance and shall respond to complaints.

66. **IMPROVEMENT AND RELOCATION OF BUS STOPS:** The Developer shall fund and design the improvement of the bus stops currently located along the northern and southern sides of Hollister Avenue at Viajero (MTD, 6/16/04). The existing bus stops shall be relocated approximately 350 feet eastward to be approximately 100 feet west of the signalized intersection of Hollister Avenue at the entrance to the Ellwood School. The bus stop on the south side of Hollister Avenue shall include a concrete bus turnout as shown in the project plans dated July 2, 2004 (Exhibit 1), a shelter, passenger information, a bench, and a trash receptacle. The bus stop on the north side of Hollister shall include a bench, passenger information, and a trash receptacle.

Implementation and Timing. The Developer shall provide the City with a one-time fee of \$21,000 to pay for the relocation and improvements prior to approval of a Land Use Permit for recordation of the final tract map. The City shall be responsible for the design and construction of the improvements as well as the removal of any existing bus stop improvements at Viajero. If the Developer assists with the design of the busstop relocation and improvements, the design shall be submitted to the City Engineer for approval. The Developer's design costs shall be refunded by the City.

Monitoring. The City of Goleta shall ensure payment prior to approving a Land Use permit for recordation of the tract map.

67. **ENERGY CONSERVATION MEASURES:** The following energy conservation measures shall be incorporated into project building plans unless the Developer proves that incorporation of a specific measure is infeasible (Mitigation AQ-3):
- a. Heat transfer modules shall be installed in all furnaces.
 - b. Water-based paint that is consistent with colors approved by the City's Design Review Board shall be used on all structures.

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- c. Solar panels for water heating systems shall be incorporated into the design of all habitable structures.
- d. Building plans submitted for approval of building permits shall include design elements that maximize the use of natural lighting.
- e. All parking lots shall be constructed of concrete or other non-polluting materials instead of asphalt.
- f. Building plans submitted for approval of building permits shall include provisions of the installation of energy efficient appliances and lighting.
- g. The project landscape plan shall be revised where necessary to use landscaping to shade all buildings and parking lots.

Implementation and Timing. Prior to approval of any Land Use Permit for construction of residential dwelling units, the City of Goleta shall review the project building plans and provide recommendations on increasing energy efficiencies in project design. Where feasible, the proposed energy conservation measures shall be incorporated into the project building plans prior to the approval of any Land Use Permit or building permit for construction of residential units.

Monitoring. The City of Goleta shall site inspect for construction according to approved plans.

68. **RESTRICTION TO GAS-BURNING FIREPLACES:** To reduce significant daily ROG, NO_x, and PM₁₀ emissions during winter days from combined project sources, fireplaces shall be restricted to natural gas-burning (Mitigation AQ-4).

Implementation and Timing. All plans submitted for approval of building permits shall indicate that the units shall be equipped with a fireplace(s) and specify that said fireplace(s) are natural gas burning only. The restriction to gas-burning fireplaces shall be incorporated into project CC&Rs. Proposed fireplace designs shall be incorporated into the project building plans prior to approval of any Land Use Permit for residential dwelling construction and into.

Monitoring. The City shall review and approve project CC&Rs for inclusion of specific requirements for maintaining such restrictions on a long-term basis prior to approval of a Land Use Permit for recordation of the tract map. City building inspectors shall inspect to verify that installed fireplaces are natural gas burning only.

69. **NOTIFICATION TO BUYERS OF POTENTIAL ODORS:** Potential buyers shall be notified of potential odor problems in the project area (Mitigation AQ-5).

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Implementation and Timing. A buyer notification shall be recorded on a separate information sheet, and a notice to property owners (NTPO) shall be recorded with the final map and in the CC&Rs that notify potential buyers of potential odor problems in the project area. The notification to buyers shall be reviewed and approved by the City of Goleta and prior to approval of a Land Use Permit for recordation of the final tract map.

Monitoring. The City of Goleta shall review and approve the information sheet plans, and shall verify inclusion of the NTPO into the CC&Rs for the development.

70. **DEVELOPMENT IMPACT FEES:** The Developer shall pay fees under the City of Goleta Development Impact Fee Program.

Implementation and Timing. Payment amounts are based on the current fee schedule and are estimated as follows:

Quimby Fees	\$7,898/unit	Due at Land Use Permit (residence)
Transportation	\$9,959/unit	Due at Land Use Permit (tract map)
Fire Protection	\$ 0.20/sf	Due at Final Inspection (residence)
Fire Facility	\$ 585/unit	Due at Final Inspection (residence)
Library	\$ 317/unit	Due at Final Inspection (residence)
Public Admin	\$1,407/unit	Due at Final Inspection (residence)
Sheriff	\$ 362/unit	Due at Final Inspection (residence)

The above fees are estimated based on the fee schedule in effect at the time of project approval. The fee amounts are subject to annual adjustments that would be subject to a final determination at the time of payment. This condition specifies Development Impact Fees only. Other fees specified elsewhere in this permit and by ordinance are also applicable.

Monitoring. The City of Goleta shall ensure payment is made as required.

71. **PROVISION OF AFFORDABLE HOUSING:** The applicant shall contribute affordable housing in-lieu fees to the City of Goleta for construction of affordable housing elsewhere in the City. The fee amount shall be \$1,000,000.

Implementation and Timing. The in-lieu fee shall be paid to the City of Goleta prior to approval of a land use permit for recordation of the tract map.

Monitoring. City of Goleta permit compliance staff will ensure that the fee is provided to the City of Goleta prior to recordation of the tract map.

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72. **NOTIFICATION TO SCHOOL DISTRICTS:** The Developer shall notify GUSD and SBHSD of the expected build-out date of the project to allow the districts time to plan for the new students. (Mitigation PS-3)

Implementation and Timing. A copy of the notice shall be sent to the City of Goleta prior to approval of a Land Use Permit for grading/installation of tract improvements.

Monitoring. The City of Goleta shall receive evidence of GUSD and SBHSD notification.

73. **RECYCLING CONSTRUCTION MATERIALS:** Demolition and/or excess construction materials shall be separated on site for re-use/recycling or proper disposal (e.g., concrete, asphalt). Separate bins for recycling construction materials and brush shall be provided onsite during grading and construction. (Mitigation PS-4)

Implementation and Timing. This requirement shall be printed on the grading and construction plans prior to approval of a Land Use Permit for grading and installation of subdivision improvements. The Developer shall provide City permit compliance staff with receipts for recycled materials or for separate bins. Materials shall be recycled as necessary throughout construction. All materials shall be recycled prior to occupancy clearance.

Monitoring. The City of Goleta shall review receipts prior to occupancy clearance.

74. **USE OF RECYCLED CONSTRUCTION MATERIALS:** Materials with recycled content shall be used in project construction. (Mitigation PS-5)

Implementation and Timing. The Developer shall submit, along with the Solid Waste Management Program, a description of the amounts and types of recycled materials to be used in project construction to the City of Goleta. The Developer shall also submit a description of the monitoring program to the City permit compliance staff. City permit compliance staff shall approve documents prior to Land Use Permit approval for grading and subdivision improvements.

Monitoring. The City of Goleta shall periodically inspect for compliance throughout construction activities.

75. **SOLID WASTE MANAGEMENT PROGRAM:** The Developer shall develop and implement a Solid Waste Management Program for the residential development. The program shall include one or more of the following measures, but is not limited to these measures: (Mitigation PS-6)

- a) Provision of space and/or bins for storage of recyclable materials within the project site.
- b) Implementation of a curbside recycling and green waste program to serve the new development.
- c) Development of a plan for accessible collection of materials on a regular basis.
- d) Regular composting of lawn clippings and other landscape materials.

Implementation and Timing. The Developer shall submit a Solid Waste Management Program to the City of Goleta for review and approval prior to approval of a Land Use Permit for recordation of the final tract map. Program components shall be implemented prior to occupancy clearance. This plan must be included in the CC&Rs for the HOA.

Monitoring. The City of Goleta shall site inspect for compliance prior to occupancy clearance.

76. **LOW-WATER USE PLUMBING FIXTURES:** Indoor water use in all proposed structures shall be limited through the following measure: (Mitigation PS-9)
- a. Indoor water-conserving measures shall be implemented.

Implementation and Timing. Indoor water conserving measures shall be graphically depicted on building plans. The plans shall be reviewed and approved by the City building and safety staff prior to Land Use Permit approval for construction of the first residence. Indoor water-conserving measures shall be implemented prior to occupancy clearance. Building and safety staff shall confirm compliance with this requirement.

Monitoring. The City of Goleta shall inspect for construction according to approved plan prior to occupancy clearance.

77. **COMPLIANCE WITH FIRE DEPARTMENT CONDITIONS:** The applicant shall comply with all conditions stipulated in the departmental conditions letter from Captain Martin Johnson, Santa Barbara County Fire Department, dated June 7, 2004. The letter lists 9 conditions with which the applicant must comply. Condition #3 within the Fire Department's June 7, 2004 letter requires the construction of a bridge across Drainage B. The 62-unit project as conditioned by the City eliminates the need for this bridge, since Drainage B would not need to be crossed. Prior to determining that Condition #3 no longer applies, however, City Planning & Environmental

Services must obtain written concurrence by the Fire Department Development Review staff.

78. **WATER AND SEWER SERVICE:** Prior to approval of a land use permit for the recordation of the tract map, the Developer shall provide the City of Goleta with a can and will serve letter from the Goleta West Sanitary District and the Goleta Water District indicating that adequate water supply and water treatment services are available to serve the project. (Mitigation PS-11)

Implementation. The Developer shall provide a copy of the can and will serve letters to the City of Goleta. The letter from the Goleta West Sanitary District shall stipulate if adequate sewer capacity exists in the Hollister Avenue trunk line, and if not, when capacity is estimated to be available.

Monitoring. The City of Goleta shall receive and review the can and will serve letters to ensure that this condition is met.

79. **WETLAND ENHANCEMENT PROJECT:** The Developer shall be responsible for funding the initial implementation of a wetland enhancement project on Lot 69. The enhancement project would be to increase the biological function of the existing, degraded wetland and ensure its long-term viability.

Implementation. Prior to approval of a land use permit for the recordation of the tract map, the Developer shall pay a wetland enhancement fee of \$30,000. The City will use these funds to prepare and implement a wetland enhancement plan for the wetlands on Lot 69. Furthermore, during installation of subdivision improvements, the Developer shall install a separately-metered water connection that would provide a source of water for the enhancement project. This water connection shall be available during the initial implementation of the enhancement project and for the first 2 years of maintenance. The wetland enhancement plan shall be prepared by a City-approved biologist and shall include an implementation and maintenance schedule, and performance standards for both the initial implementation of the project and the maintenance phase. The City will be responsible for implementation of the enhancement project.

Monitoring. The City of Goleta permit compliance staff shall ensure payment of the wetland enhancement fee and provision of a water connection as required.

STANDARD TRACT MAP CONDITIONS

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80. **EFFECTIVE DATE:** The Tentative Tract Map approval shall take effect as of the date of final action by the California Coastal Commission to approve the associated Coastal Development Permit.
81. **EXPIRATION:** The vesting tentative tract map shall expire three (3) years from the effective date of approval unless the Final Tract Map documents have been recorded prior to the 3-year expiration date.
82. **RECORDATION REQUIREMENTS:** The Final Tract Map shall be prepared by a licensed land surveyor or registered civil engineer in conformance with current Subdivision Map Act requirements and in conformance with the requirements of City of Goleta Subdivision Regulations.
83. **ISSUANCE OF COASTAL DEVELOPMENT PERMIT:** Prior to recordation of the Final Tract Map, the developer shall obtain an issued coastal development permit from the California Coastal Commission.
84. **FINAL PROPOSED TRACT MAP DOCUMENTS:** Prior to recordation of the Final Tract Map, the developer shall submit proposed final Tract Map documents for review and approval by the Planning Director, City Engineer, and City Surveyor prior to their recordation.
85. **LAND USE PERMIT REQUIRED:** The Developer shall submit an application for a Land Use Permit and fees in effect at the time of review to the City of Goleta, prior to recordation of the final tract map as per Article II (Coastal Zoning Ordinance), Section 35-169.2.1.q. The Developer shall submit three (3) copies of the proposed final map and any other materials/information required by conditions of approval. Upon satisfactory review of the proposed final map for condition compliance, the City will approve the Land Use Permit. Subsequent to successful completion of the 10-day appeal period on the Land Use Permit, the City will forward map clearance to the City Surveyor.
86. **SEPARATE INFORMATIONAL SHEET REQUIRED:** Prior to recordation of the vesting final tract map, and subject to approval of the City of Goleta as to form and content, the Developer shall include all of the conditions, agreements, and/or plans associated with or required by this project approval on a separate informational sheet to be recorded with the final map.
87. **OWNERSHIP OF COMMON LOTS:** Title to the common lots shall be held by a non-profit association of homeowners.
88. **COVENANTS, CONDITIONS, AND RESTRICTIONS:** Prior to recordation of the vesting final tract map, the Developer submit a copy of proposed CC&Rs

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for review and approval by the City of Goleta. The CC&Rs shall at minimum provide for shared maintenance of common areas under the responsibility of the association of homeowners, including but not limited to, private roads, bioswales, fences, and landscaping. The CC&Rs shall also include by reference the responsibility for all lots to maintain property in compliance with all conditions of approval for the project. The CC&Rs shall also include the applicant-proposed prohibitions on second residential units and detached accessory buildings within the development. The City of Goleta shall be made party to the CC&Rs for any changes related to conditions of approval that may be considered subsequent to the adoption of CC&Rs. The City has the authority to enforce all provisions relating to CC&R-referenced permit conditions that are otherwise subject to enforcement by the City under California law.

89. **NO DEVELOPMENT PRIOR TO RECORDATION:** No permit for development pursuant to this vesting tentative tract map, including grading, shall be issued prior to recordation of the map. Grading associated with any permit for site remediation would not be subject to this restriction.
90. **CONDITIONS ON TRACT IMPROVEMENT PLANS:** Prior to approval of a land use permit for grading and/or installation of tract improvements, all applicable conditions shall be printed on grading and/or tract improvement plans.
91. **CONDITIONS ON RESIDENTIAL DEVELOPMENT PLANS:** Prior to approval of a land use permit for residential development, all applicable conditions shall be printed on grading and/or building plans.
92. **REVISIONS:** If the final map is revised, or if changes to conditions are sought, approval shall be in the same manner as for the originally approved vesting tentative tract map.
93. **PUBLIC UTILITY EASEMENTS:** Prior to recordation of the Final Tract Map, all public utility and other easements that are to be provided and/or continued shall be shown on the Tract Map and/or other documents to be recorded at the Office of the County Recorder. All easements whether existing or created by the Tract Map shall be clearly labeled. The Developer shall obtain a letter from each public utility stating that the easements shown on the proposed Final Tract Map are acceptable.
94. **UNDERGROUNDING OF UTILITIES:** Electrical utilities for both the Hollister Avenue frontage and the internal subdivision streets shall be installed underground.

95. **UTILITY PLANS:** The Developer shall submit utility plans to the City of Goleta for review and approval, prior to approval of a land use permit for recordation of the Final Tract Map.
96. **CSA #3:** Prior to approval of a Land Use Permit for recordation of the vesting final tract map, the property shall be annexed to Community Services Area #3.

RULES AND REGULATIONS/LEGAL REQUIREMENTS

97. **ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT REQUIRED:** The Final Tract Map shall not be recorded unless and until a Coastal Development Permit (CDP) has been approved by the California Coastal Commission and the CDP has been issued to the Developer. Approval of a Land Use Permit by the City of Goleta is required, and the City must have evidence of issuance of the CDP prior to approval of a Land Use Permit for recordation of the final Tract Map.
98. **ADDITIONAL PERMITS REQUIRED:** Before using any land or structure, or commencing any work pertaining to the erection, moving, alteration, enlarging, or rebuilding of any building, structure, or improvement, the Developer shall obtain a Land Use Permit from the City of Goleta. These permits are required by ordinance and are necessary to ensure implementation of the conditions required by the decision makers. Before any permit will be issued by the City of Goleta, the Developer must obtain written clearance from all departments having conditions. Such clearance shall indicate that the Developer has satisfied all pre-construction conditions. A form for such clearance is available from Planning and Environmental Services. The following Land Use Permits are required:
 - Land Use Permit for recordation of the vesting final tract map
 - Land Use Permit for grading and installation of tract improvements
 - Land Use Permit for each residential unit
99. **DESIGN REVIEW BOARD:** Prior to approval of a Land Use Permit for the first residence, the applicant shall receive Final approval from the Design Review Board.
100. **SIGN PERMIT REQUIRED:** No signs are authorized with this permit. All signs require separate permits and shall comply with City of Goleta Chapter 35, Article I, Sign Regulations and with setbacks specified in Article II, Coastal Zoning Ordinance.
101. **ACCURACY OF APPLICATION MATERIALS:** The Developer/owner shall be responsible for the completeness and accuracy of all forms and supporting

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materials submitted in connection with any application. Any errors or discrepancies found therein may constitute grounds for the revocation of any approvals.

102. **PERMITS RUN WITH THE LAND:** The Tract Map approval runs with the land and the rights and obligations thereof, including the responsibility to comply with conditions of approval, shall be binding upon successors in interest in the real property unless or until such permits are expressly abandoned.
103. **LANDSCAPE SECURITY REQUIREMENTS:** Prior to approval of a Land Use Permit for recordation of the vesting final tract map, two performance securities shall be provided by the Developer, one equal to the value of installation of all items listed below (labor and materials) and one equal to the value of maintenance and/or replacement of the items listed. The amounts shall be reviewed and approved by the City of Goleta. The installation security shall be released upon satisfactory installation of all items listed below. If all requirements have been met, the City of Goleta may release the maintenance security 5 years after installation. If requirements have not been met, the security shall be held for another year. If the Developer fails to either install or maintain according to requirements, the City of Goleta may collect security and complete the work. The installation security shall guarantee installation of the following items prior to occupancy clearance for the first residential unit:

- Frontage landscaping, including landscaped medians
- Private street landscaping
- Perimeter landscaping
- Landscaping in bioswales
- Landscaping for individual residential lots

Any changes to approved landscape plans may require a formal revision to permit.

104. **LANDSCAPE MAINTENANCE:** Landscaping shall be maintained by the Home Owner's Association for the life of the project. This includes:
- Frontage landscaping, including landscaped medians
 - Common areas, including along private streets, in bioswales, and the perimeter landscaping.
105. **MONITORING AND COMPLIANCE CONDITION:** Prior to approval of a Land Use Permit for recordation of the vesting final tract map, preparation of a Monitoring and Compliance Program (MCP) shall be funded by the applicant and submitted to the City of Goleta for review and approval. The MCP shall at minimum include the following:

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- a. All conditions imposed on this project and the impact areas they are mitigating by subject area.
 - b. A plan for coordination and implementation of all conditions and the plans and programs required therein.
 - c. A description of all measures that will be implemented to assure compliance, including pre-construction and construction requirements, field monitoring, data collection, management and coordination of all field personnel and feedback to field personnel and affected agencies. Contractor feedback responsibilities include weekly, monthly, and/or quarterly reports (as specified in the MCP) to be prepared throughout grading and construction. These shall include status of development, status of conditions, incidents of non-compliance and their results and any other relevant or requested data.
 - d. The MCP preparer and contractor shall be selected by the City of Goleta. These individuals shall be under contract and responsible to the City of Goleta. All costs shall be funded by the applicant. The MCP contractor shall appoint at least one Onsite Monitor (OM) responsible for overall monitoring, but shall employ as many qualified specialists as necessary (as determined by the City of Goleta) to oversee specific conditions (e.g., archaeologists, biologists). In addition, the OM has the authority and the ability to ensure compliance with all project conditions and to stop work in an emergency. The MCP shall also provide for any appropriate procedures not specified in the conditions of approval to be carried out if they are necessary to avoid environmental impacts.
 - e. Planning and Environmental Services Permit Compliance shall oversee the MCP. In addition to funding the MCP, the Developer shall pay Permit Compliance fees prior to approval of a Land Use Permit for grading/installation of tract improvements.
 - f. The decision of the Director shall be final in the event of any dispute.
106. **FEES REQUIRED:** Prior to recordation of the vesting final tract map and prior to approval of a Land Use Permit for grading/installation of tract improvements and/or residential development, the Developer shall pay all applicable City of Goleta permit processing fees, including \$87,800 for additional EIR costs, in full.
107. **ROAD NAMING REQUIRED:** Prior to recordation of the vesting final tract map, any unnamed road within the project boundary or unnamed road from which access is taken shall be named in accordance with Article V (Road Naming and Address Numbering Ordinance).
108. **INDEMNITY AND SEPARATION CLAUSES:** The Developer agrees, as a condition of this approval, at the Developer's own expense, to indemnify,

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defend, and hold harmless the City and its agents, officers, and employees from and against any claim, action, or proceeding to attack, review, set aside, void or annul, in whole or in part, the City's approval of the vesting tentative tract map or any condition attached thereto or any proceedings, acts, or determinations taken, done or made prior to the approval that were part of the approval process.

109. **LEGAL CHALLENGE:** In the event that any condition imposing a fee, exaction, dedication or other mitigation measure is challenged by the project sponsors in an action filed in a court of law therein, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action..

OWNER'S / PERMITTEE'S CERTIFICATION:

I have read and understand and hereby accept and agree to implement the foregoing mitigation measures and conditions of approval of Vesting Tentative Tract Map 32,008 (Case No. 67-SB-TM).

OWNER / DEVELOPER:



(Signature)

July 19, 2004
(Date)

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Exhibit "I-1"

Coastal Commission Conditions of Approval

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA

SOUTH CALIFORNIA ST., SUITE 200

MIRAMONTE, CA 93001

(805) 585-1800



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Date: March 1, 2005

Permit Application No. 4-04-085

NOTICE OF INTENT TO ISSUE PERMIT
(Upon satisfaction of special conditions)

THIS IS NOT A COASTAL DEVELOPMENT PERMIT

THE SOLE PURPOSE OF THIS NOTICE IS TO INFORM THE APPLICANT OF THE STEPS NECESSARY TO OBTAIN A VALID AND EFFECTIVE COASTAL DEVELOPMENT PERMIT ("CDP"). A Coastal Development Permit for the development described below has been approved but is not yet effective. Development on the site cannot commence until the CDP is effective. In order for the CDP to be effective, Commission staff must issue the CDP to the applicant, and the applicant must sign and return the CDP. **Commission staff cannot issue the CDP until the applicant has fulfilled each of the "prior to issuance" Special Conditions.** A list of all of the Special Conditions for this permit is attached.

The Commission's approval of the CDP is valid for two years from the date of approval. To prevent expiration of the CDP, you must fulfill the "prior to issuance" Special Conditions, obtain and sign the CDP, and commence development within two years of the approval date specified on the next page. You may apply for an extension of the permit pursuant to the Commission's regulations at Cal Code Regs. title 14, section 13169.

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NOTICE OF INTENT TO ISSUE PERMIT
(Upon satisfaction of special conditions)

On January 12, 2005, the California Coastal Commission approved Coastal Development Permit No. 4-04-085, requested by Comstock Homes, subject to the attached conditions, for development consisting of: Subdivision of the 36-acre Parcel #1 into 69 lots: 62 residential lots ranging from 8,400 sq. ft. to 16,300 sq. ft.; 4 subdivision improvement lots such as landscaping and detention basins; and 3 open space lots ranging from 1.27 to 7.96 acres. Construction of 25 single-story single family residences, maximum 19.5 feet in height and 37 two-story residences, maximum 25 feet in height, with five separate floor plans ranging from 2,871 sq. ft. to 4,141 sq. ft., garages, decks, courtyards, sidewalks, utilities, entry gate, perimeter fence, soundwall, removal of 70 eucalyptus trees, vegetated detention basin, demolition of existing 15-space public parking area and 90,000 cu. yds. of grading (45,000 cu. yds. cut, 45,000 cu. yds. fill). Additionally, pursuant to an existing contract, the project includes the sale of the 137-acre Ellwood Mesa property to the Trust for Public Land at the time the City's parcel map is issued creating Parcel #1. Pursuant to an existing Memorandum of Understanding, the Trust for Public Land will then transfer the Ellwood Mesa property to the City of Goleta for habitat protection and parkland. This permit is more specifically described in the application on file in the Commission offices. Commission staff will not issue the CDP until the "prior to issuance" special conditions have been satisfied.

The development is within the coastal zone in Santa Barbara County at Santa Barbara Shores Park and Ellwood Mesa, City of Goleta.

If you have any questions regarding how to fulfill the "prior to issuance" Special Conditions for CDP No. 4-04-085, please contact the Coastal Program Analyst identified below.

Sincerely,
PETER DOUGLAS
Executive Director


Shana Gray
Coastal Planner

ACKNOWLEDGMENT:

The undersigned permittee acknowledges receipt of this Notice and fully understands its contents, including all conditions imposed.

3-8-05

Date



Permittee

Please sign and return one copy of this form to the Commission office at the above address.

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NOTICE OF INTENT TO ISSUE PERMIT
(Upon satisfaction of special conditions)

STANDARD CONDITIONS

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS:

NOTE: IF THE **SPECIAL CONDITIONS** REQUIRE THAT DOCUMENT(S) BE RECORDED WITH THE COUNTY RECORDER, YOU WILL RECEIVE THE LEGAL FORMS TO COMPLETE (WITH INSTRUCTIONS) FROM THE VENTURA OFFICE, AFTER YOU HAVE SIGNED AND RETURNED THE DUPLICATE COPY OF THIS FORM. WHEN YOU RECEIVE THE DOCUMENTS, IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE SOUTH CENTRAL COAST OFFICE AT (805) 585-1800.

1. **Revised Project and Project Plans**

- A. Prior to issuance of the coastal development permit, the permittee shall submit, for the review and approval of the Executive Director, two (2) sets of final revised project plans. The revised final project plans and project description shall reflect the following:
 - (1) All residential lots shall be prohibited within 200 feet of the white-tailed kite nests that are shown on the Environmentally Sensitive Habitat Area Map (ESHA), dated July 2004. The revised plans shall show that residential lots are not located within this 200-foot buffer, which is approximately delineated on Exhibit 12.
 - (2) Final engineered lift station project plans on Lot 66.

NOTICE OF INTENT TO ISSUE PERMIT
(Upon satisfaction of special conditions)

2. Ellwood Mesa Land Exchange

- A. Prior to issuance of the coastal development permit, the permittee shall submit to the Executive Director, for review and approval, evidence that ownership has been transferred for the 36 acres of real property located in the City of Goleta (Exhibit 5), a portion of the 116-acre parcel commonly known as Santa Barbara Shores Park (APN 079-210-067), to Comstock Homes in fee title.
- B. Prior to recordation of the final Tract Map 32008 (Local Case No. 67-SB-TM), the permittee shall submit to the Executive Director, for review and approval, evidence that ownership has been transferred for the approximately 137 acres of real property located in the City of Goleta, commonly known as Ellwood Mesa (Assessor Parcel Nos. 079-210-013, -014, -015, -024 and -051), to the Trust for Public Land, a California nonprofit public benefit corporation ("TPL"), and then to the City of Goleta as detailed in the February 21, 2003 Memorandum of Understanding between Santa Barbara Development Partnership; Comstock, Crosser & Associates Development Company, Inc. and the City of Goleta. The dedication of the Ellwood Mesa property shall be in fee simple and free and clear of all liens and encumbrances. A copy of a recorded deed conveying title to the property and a recorded deed restriction restricting the parcels to use for public access, open space, and habitat restoration purposes shall be submitted to the Executive Director as required in **Special Condition Twenty-four**.

3. Dedication of Three Open Space Areas to the City of Goleta

Simultaneously with the recordation of the final Tract Map 32008 (Local Case No. 67-SB-TM), the applicant shall submit to the Executive Director, for review and approval, evidence that the applicant has granted to the City of Goleta, the three open space parcels (Parcel 65, Parcel 67, and Parcel 69 as proposed on the Vesting Tentative Map (Local Case No. 67-SB-TM) dated September 19, 2002 and Revised July 2, 2004). The ownership of the parcels shall be granted in fee simple and free and clear of all liens and encumbrances. Copies of the recorded deeds conveying title to the parcels and deed restriction restricting the parcels for public access, open space, and habitat restoration purposes shall be submitted to the Executive Director pursuant to **Special Condition Twenty-five**.

4. Offer to Dedicate Public Access Easement

- A. Prior to issuance of the coastal development permit, the permittee shall execute and record document(s) in a form and content acceptable to the Executive Director, irrevocably offering to dedicate to a public agency or private association approved by the Executive Director an easement for public pedestrian and bicycle access through the subdivision, consistent with the public access concepts as detailed in the Exhibits for pedestrian and bicycle access submitted by the applicant on January 6, 2005 (Exhibit 10). The recorded document(s) shall include legal descriptions and graphic depictions of the permittee's entire parcel(s) and the easement area. The offer shall be recorded free of prior liens and encumbrances that the Executive Director determines may affect the interest being conveyed. The offer shall run with the land in favor of the People of the State of California, binding all successors and assignees, and shall be irrevocable for a period of 21 years, such period running from the date of recording.

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B. No development, including signage, as defined in Section 30106 of the Coastal Act, shall occur within the above-identified access corridor, which will prohibit or otherwise restrict public pedestrian or bicycle access along the identified public access corridor, except where an approved coastal development permit is issued for necessary temporary disruptions such as: construction, reconstruction, or maintenance of the road or sidewalks; maintenance of underground utilities, drainage devices, erosion control and repair, maintenance and repair activities.

5. Covenants, Conditions, and Restrictions (CC&R's)

- A. Prior to issuance of the coastal development permit, and prior to recordation of any covenants, conditions and restrictions (CC&R's) associated with the subdivision approved by this Permit, said CC&R's shall be submitted to the Executive Director for review and approval. The Executive Director's review shall be for the purpose of insuring compliance with the standard and special conditions of this coastal development permit. The CC&R's shall include the following:
- (1) The permittee shall establish covenants, conditions and restrictions (CC&R's) for the proposed residential lots located within the subdivision. The CC&R's shall reflect the requirements of this coastal development permit.
 - (2) The CC&R's for the proposed subdivision shall indicate that the open space lots within the subdivision shall be maintained by a common entity (e.g. master homeowner's association) in accordance with the special conditions of this permit. The CC&R's shall designate responsibility for the maintenance of the property subject to Special Condition Four of this permit to the Homeowner's Association.
- B. Prior to issuance of the Certificate of Occupancy for the first residence, the permittee shall record the covenants, conditions and restrictions approved by the Executive Director, against the property.

6. Construction Phasing

- A. Prior to issuance of the coastal development permit, the permittee shall submit a revised, final construction phasing plan for review and approval by the Executive Director which shall conform with the following:
- (1) Prior to closure of any of the existing 15 parking spaces in the gravel parking lot on the subject parcel, the replacement parking lot approved pursuant to CDP 4-04-084 must be completed and open for use. Construction on the subject parcel shall not inhibit access from Hollister Avenue to the bluff top trails. Should construction on the subject parcel commence while the 15-space parking lot is in use, the permittee shall provide clear and noticeable signage from Hollister Avenue indicating that the public parking area is available. Further, the permittee shall demark the trailhead and limits of the designated route from the gravel parking area to the bluff top trails with appropriate temporary

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fencing and signage as deemed necessary by the Executive Director. The route shall be maintained safe and passable, and free from construction debris for pedestrian, bicycle, and equestrian use. All 15 spaces must be fully available to the public and may not be used for staging or construction purposes until and unless the replacement parking lot is in full effect. Temporary closure of the route from Hollister Avenue to the bluff top trails is not authorized in this permit.

- B. The permittee shall undertake development in accordance with the approved final construction phasing plans. Any proposed changes to the approved final construction phasing plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.

7. Construction Staging Area and Fencing

- A. All construction plans and specifications for the project shall indicate that impacts to wetlands and environmentally sensitive habitat areas (ESHA) shall be avoided and that the California Coastal Commission has not authorized any development in wetlands or other environmentally sensitive habitat, except for the limited removal of native grasslands as approved through this coastal development permit. Said plans shall clearly identify all wetlands and ESHA and their associated buffers in and around the construction zone. Prior to issuance of the coastal development permit, the permittee shall submit a final construction staging and fencing plan for the review and approval of the Executive Director which indicates that the construction in the construction zone, construction staging area(s) and construction corridor(s) shall avoid impacts to wetlands and other sensitive habitat consistent with this approval. The plan shall include the following requirements and elements:

- (1) Construction equipment, materials, or activity shall not be placed in any location which would result in impacts to wetlands or other sensitive habitat.
- (2) No grading, stockpiling or earth moving with heavy equipment shall occur within ESHA, wetlands or their designated buffers.
- (3) No construction materials, debris, or waste shall be placed or stored where it may enter sensitive upland habitat or wetlands, storm drain, receiving waters, or be subject to wind erosion and dispersion;
- (4) No construction equipment shall be stored within any ESHA, wetlands or their buffers.
- (5) The plan shall include, at a minimum, a site plan that depicts the following components: limits of the staging area(s); construction corridor(s); construction site; location of construction fencing and temporary job trailers with respect to existing wetlands and sensitive habitat; and public access route through/around the site while gravel parking lot is active.

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(6) The plan shall indicate that construction equipment, materials or activity shall not occur outside the designated staging area(s) and construction zone and corridors identified on the site plan required by this condition.

B. The permittee shall undertake development in accordance with the approved final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.

8. Construction Timing

A. Except as provided in item (1) below, all project construction shall occur between March 1 and October 1, outside of the over-wintering season for monarch butterflies.

(1) Any work proposed during the monarch butterfly over-wintering season referenced above shall be subject to the review and approval of the Executive Director prior to commencement. Where the Executive Director concurs that construction may occur between October and March, prior to said construction, a biologist with appropriate qualifications acceptable to the Executive Director, shall survey all eucalyptus trees within 200 feet of the development area to determine the extent and location of monarch habitation. If butterfly aggregations are found within 200 feet of the work area, construction activities within 200 feet of the aggregation(s) shall be halted until monarchs have left the site and the consulting biologist has determined that resumption of construction shall not adversely impact the butterfly habitat.

9. Raptor Survey

The permittee shall retain the services, or fund the City's retainer, of a qualified biologist or environmental resources specialist with appropriate qualifications acceptable to the Executive Director to conduct a biological survey of raptor habitat. The permittee shall provide the biological monitor's qualifications for the review and approval of the Executive Director at least two (2) weeks prior to commencement of the raptor survey. A survey by a qualified biologist shall be conducted no more than 7 days prior to construction in order to determine whether active nests are present within 500 feet of the area to be disturbed by grading and construction. If raptor nests are present within the 500-foot zone, recommendations regarding minimizing impacts during construction shall be provided, including but not limited to, setbacks, fence protection, restrictions on construction scheduling, etc. Said recommendations shall be subject to the review and approval of the Executive Director prior to commencement of construction. Should the Executive Director determine that impacts on survival of young cannot be eliminated by the proposed recommendations, construction within 500-feet of active nests shall be suspended until the young have fledged.

10. Construction Monitoring

The permittee shall retain the services, or fund the City's retainer, of a qualified biologist or environmental resources specialist with appropriate qualifications acceptable to the Executive Director to serve as the biological monitor. The permittee shall provide the biological monitor's

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qualifications for the review and approval of the Executive Director at least two (2) weeks prior to commencement of project activities. The biological monitor shall be present during grading, excavation, demolition, and all construction activities. The permittee shall cease work should any sensitive species be identified anywhere within the construction area, if a breach in permit compliance occurs, if work outside the scope of the permit occurs, or if any unforeseen sensitive habitat issues arise. In such event, the biological monitor(s) shall direct the permittee to cease work and shall immediately notify the Executive Director. Project activities shall resume only upon written approval of the Executive Director. If significant impacts or damage occur to sensitive habitat or species, the permittee shall be required to submit a revised, or supplemental program to adequately mitigate such impacts. The revised, or supplemental, program shall be processed as an amendment to this coastal development permit.

11. Native Grassland Mitigation

- A. Prior to issuance of the coastal development permit, the permittee shall submit, for the review and approval of the Executive Director, a Grassland Restoration and Enhancement Plan subject to the following provisions. Said plans shall be prepared by a qualified biologist, ecologist, or resource specialist with experience in the field of restoration ecology, and with a background knowledge of native grasslands. The permittee shall provide the resource specialist's qualifications, for the review and approval of the Executive Director, prior to plan development. The Restoration and Enhancement Plan shall include, at a minimum, the following information:
- (1) Identification of the area(s) of disturbed or degraded grassland habitat and/or proposed new areas of grassland habitat adjacent to existing native grassland of equivalent type on the Ellwood Mesa or adjacent open space parcels (APN 079-210-067; or the open space parcels to be transferred in fee title to City of Goleta and/or other entity: Parcel 65, Parcel 67, and Parcel 69 as proposed on the Vesting Tentative Map (Local Case No. 67-SB-TM) dated September 19, 2002 and Revised July 2, 2004) that shall be restored sufficient to provide mitigation of the long-term impacts to native grassland at a ratio of 3:1 for the approximately 0.3 acres of grassland habitat on the site. The total area of created or restored native grassland habitat required is 0.9-acres. Additionally, the applicant shall restore area(s) sufficient to mitigate approximately 0.6 acres of grassland habitat adjacent to the Comstock Homes development site that would be impacted as a result of fuel modification / mowing required by the Fire Department. The total area of created or restored native grassland habitat to offset the loss of grassland as a result of fuel modification / mowing requirements is 1.8-acres. The 1.8-acre requirement may be reduced where evidence is provided that such areas will not be impacted, pursuant to a vegetation management plan approved by the fire department, as described in **4-04-085 Special Condition Fifteen (15)**.
 - (2) A baseline assessment, including photographs, of the current physical and ecological condition of the proposed restoration site, including, a biological survey, a description and map showing the area and distribution of existing vegetation types, and a map showing the distribution and abundance of any sensitive species.
 - (3) A description of the goals of the restoration plan, including, as appropriate, topography, hydrology, vegetation types, sensitive species, and wildlife usage.

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- (4) Documentation of performance standards, which provide a mechanism for making adjustments to the mitigation site when it is determined, through monitoring, or other means that the restoration techniques are not working.
- (5) Documentation of the necessary management and maintenance requirements, and provisions for timely remediation should the need arise.
- (6) A planting palette (seed mix and container plants), planting design, source of plant material, and plant installation. *The planting palette shall be made up exclusively of native plants that are appropriate to the habitat and region and that are grown from seeds or vegetative materials obtained from local natural habitats so as to protect the genetic makeup of natural populations. Horticultural varieties shall not be used. Plantings shall be maintained in good growing condition throughout the life of the project and, whenever necessary, shall be replaced with new plant materials to ensure continued compliance with the revegetation requirements.*
- (7) Sufficient technical detail on the restoration design including, at a minimum, a planting program including a description of planned site preparation, method and location of exotic species removal, timing of planting, plant locations and elevations on the baseline map, and maintenance timing and techniques.
- (8) A plan for documenting and reporting the physical and biological "as built" condition of the site within 30 days of completion of the initial restoration activities. The report shall describe the field implementation of the approved restoration program in narrative and photographs, and report any problems in the implementation and their resolution.
- (9) Documentation that the project will continue to function as viable native grassland habitat, as applicable, over the long term.
- (10) Documentation that the permittee has obtained all necessary rights from the property owner to access, use and maintain the mitigation site in compliance with all requirements of the restoration plan.
- (11) A Monitoring Program to monitor the Grassland Restoration and Enhancement. Said monitoring program shall set forth the guidelines, criteria and performance standards by which the success of the enhancement and restoration shall be determined. The monitoring programs shall include but not be limited to the following:
 - (a) Interim and Final Success Criteria. Interim and final success criteria shall include, as appropriate: species diversity, total ground cover of vegetation, vegetative cover of dominant species and definition of dominants, wildlife usage, hydrology, and presence and abundance of sensitive species or other individual "target" species.
 - (b) Interim Monitoring Reports. The permittee shall submit, for the review and approval of the Executive Director, on an annual basis, for a period of five (5) years, a written monitoring report, prepared by a monitoring resource specialist indicating the progress and relative success or failure of the enhancement on the site. This report shall also include further recommendations and requirements for additional enhancement/ restoration activities in order for the project to meet the criteria and performance standards. This report shall also include photographs taken from predesignated sites (annotated to a copy of the site plans) indicating the progress of

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recovery at each of the sites. Each report shall be cumulative and shall summarize all previous results. Each report shall also include a "Performance Evaluation" section where information and results from the monitoring program are used to evaluate the status of the enhancement/restoration project in relation to the interim performance standards and final success criteria.

- (c) Final Report. At the end of the five-year period, a final detailed report on the restoration shall be submitted for the review and approval of the Executive Director. If this report indicates that the enhancement/ restoration project has, in part, or in whole, been unsuccessful, based on the performance standards specified in the restoration plan, the applicant(s) shall submit within 90 days a revised or supplemental restoration program to compensate for those portions of the original program which did not meet the approved success criteria. The revised or supplemental program shall be processed as an amendment to this permit.
 - (d) Monitoring Period and Mid-Course Corrections. During the five-year monitoring period, all artificial inputs (e.g., irrigation, soil amendments, plantings) shall be removed except for the purposes of providing mid-course corrections or maintenance to insure the survival of the enhancement/restoration site. If these inputs are required beyond the first two years, then the monitoring program shall be extended for every additional year that such inputs are required, so that the success and sustainability of the enhancement/restoration is insured. The enhancement/restoration site shall not be considered successful until it is able to survive without artificial inputs.
- B. The Restoration and Enhancement activities shall be implemented by qualified biologists, ecologists, or resource specialists who are experienced in the field of restoration ecology within 60 days after the completion of construction of the last residence. The Executive Director may grant additional time for good cause. The monitoring plan shall be implemented immediately following the enhancement/ restoration. The permittee shall provide the resource specialist's qualifications, for the review and approval of the Executive Director, at least two weeks prior to the start of such activities.
- C. The permittee shall undertake development in accordance with the final approved plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Coastal Commission - approved amendment to the coastal development permit, unless the Executive Director determines that no amendment is legally required.

12. Landscape Plans

- A. Prior to commencement of grading, the permittee shall submit two (2) sets of final landscaping plans for all landscape areas to be installed by the permittee and landscape guidelines prepared by a landscape architect or other qualified specialist for review and approval by the Executive Director. The plans shall incorporate the following criteria:
 - (1) All areas disturbed and/or denuded by the development shall be re-vegetated and maintained to protect habitat and to prevent erosion into habitat areas, wetlands, and coastal waters. To minimize the need for irrigation all landscaping shall consist primarily of native/drought

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resistant plants. Irrigated lawn may be planted within the individual residential lots. Such lawn shall be selected from the most drought tolerant species or subspecies.

- (2) The proposed detention basin (a portion of Parcel 64 as proposed on the Vesting Tentative Map (Local Case No. 67-SB-TM) dated September 19, 2002 and Revised July 2, 2004) shall be planted with appropriate native landscape materials. The floor of the detention basin shall be vegetated with native, locally occurring wetland plants that will filter and process runoff and pollutants. The sides of the basin shall be vegetated with native, locally occurring grasses, forbs, and shrubs.
 - (3) No plant species listed as problematic and/or invasive by the California Native Plant Society, California Exotic Pest Plant Council, or as may be identified from time to time by the State of California shall be utilized anywhere within the proposed development area, including the landscaping within the private residential lots. No plant species listed as a 'noxious weed' by the State of California or the U.S. Federal Government shall be utilized anywhere within the proposed development area, including the private residential lots.
 - (4) Plantings will be maintained in good growing condition throughout the life of the project and, whenever necessary, shall be replaced with new plant materials to ensure continued compliance with applicable landscape requirements;
 - (5) Final landscaping guidelines for residential lots shall be completed and submitted for review and approval by the Executive Director prior to the issuance of the coastal development permit. The guidelines shall state that landscaping shall be installed by the landowner consistent with the guidelines within 180 days of initial occupancy of each residence approved by this permit. The guidelines shall be consistent with the requirements of this coastal development permit.
- B. Prior to commencement of grading, the permittee shall submit landscape palette lists to be incorporated into the landscaping guidelines, subject to the review and approval of the Executive Director, that identify: 1) the native plant species that may be planted in the development; 2) a representative list of the non-native, non-invasive common garden plant species that may be planted in the residential lots; and 3) the invasive plant species that are prohibited from use anywhere within the development. The landscape palette for the development shall be consistent with the lists of approved plants as reviewed and approved by the Executive Director. These lists shall remain available for public consultation at the California Coastal Commission, the City of Goleta, and the homeowners association established for the development. No deviations from the list shall occur in the plantings on the site without an amendment to this permit or a new coastal development permit unless the Executive Director determines that no amendment or new permit is required.
- C. Prior to commencement of grading, the permittee shall submit for review and approval by the Executive Director final landscaping plans for all common areas of the residential development area. The plans shall be modified in accordance with the requirements of the special conditions of this permit. The permittee shall undertake development in accordance with the approved final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.

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- D. The applicable covenants, conditions and restrictions (CC&R's) required by Special Condition 5 shall require that all landscaping be consistent with the landscaping guidelines approved by the Executive Director. The landscape requirements of this special condition shall be incorporated directly into the CC&R's.

13. Erosion Control Plans

- A. Prior to issuance of a coastal development permit, the permittee shall submit two (2) sets of erosion control plans, prepared by a qualified engineer, for review and approval by the Executive Director. The plan shall incorporate the following criteria:
- (1) The plan shall delineate the areas to be disturbed by grading or construction activities and shall include any temporary access roads, staging areas and stockpile areas. The natural areas on the site shall be clearly delineated on the project site with fencing or survey flags.
 - (2) The plan shall specify that should grading take place during the rainy season (November 1 – April 15) the permittee shall install or construct temporary sediment basins (including debris basins, desilting basins or silt traps), temporary drains and swales, sand bag barriers, silt fencing, stabilize any stockpiled fill with geofabric covers or other appropriate cover, install geotextiles or mats on all cut or fill slopes and close and stabilize open trenches as soon as possible. These erosion measures shall be required on the project site prior to or concurrent with the initial grading operations and maintained throughout the development process to minimize erosion and sediment from runoff waters during construction. All sediment should be retained on-site unless removed to an appropriate approved dumping location either outside the coastal zone or to a site within the coastal zone permitted to receive fill.
 - (3) The plan shall also include temporary erosion control measures should grading or site preparation cease for a period of more than 30 days, including but not limited to: stabilization of all stockpiled fill, access roads, disturbed soils and cut and fill slopes with geotextiles and/or mats, sand bag barriers, silt fencing; temporary drains and swales and sediment basins. The plans shall also specify that all disturbed areas shall be seeded with native grass species and include the technical specifications for seeding the disturbed areas. These temporary erosion control measures shall be monitored and maintained until grading or construction operations resume.

14. Water Quality Management Plan (WQMP)

- A. Prior to issuance of the coastal development permit, the permittee shall submit for the review and approval of the Executive Director, two (2) copies of a Final Water Quality Management Plan (WQMP) for the post-construction project site, prepared by a licensed water quality professional, and shall include plans, descriptions, and supporting calculations. The WQMP shall incorporate structural and non-structural Best Management Practices (BMPs) designed to reduce, to the maximum extent practicable, the volume, velocity and pollutant load of stormwater and dry weather flows leaving the developed site. In addition to the specifications above, the plan shall be in substantial conformance with the following requirements:
- 1) Post-development peak runoff rates and average volumes shall not exceed pre-development conditions;

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- 2) Appropriate structural and non-structural BMPs (site design, source control and treatment control) shall be designed and implemented to minimize water quality impacts to surrounding coastal waters;
 - 3) Impervious surfaces, especially directly connected impervious areas, shall be minimized, and alternative types of pervious pavement shall be used where feasible;
 - 4) Irrigation and the use of fertilizers and other landscaping chemicals shall be minimized;
 - 5) Trash, recycling and other waste containers, as necessary, shall be provided at the permanent trailhead at the southern end of the development. All waste containers anywhere within the development shall be covered, watertight, and designed to resist scavenging animals.
 - 6) Runoff from all roofs, roads and parking areas shall be collected and directed through a system of structural BMPs including vegetated areas and/or gravel filter strips or other vegetated or media filter devices. The system of BMPs shall be designed to 1) trap sediment, particulates and other solids and 2) remove or mitigate contaminants through infiltration, filtration and/or biological uptake. The drainage system shall also be designed to convey and discharge runoff from the developed site in a non-erosive manner;
 - 7) Post-construction structural BMPs (or suites of BMPs) shall be designed to treat, infiltrate or filter the amount of stormwater runoff produced by all storms up to and including the 85th percentile, 24-hour storm event for volume-based BMPs, and/or the 85th percentile, 1-hour storm event, with an appropriate safety factor (i.e., 2 or greater), for flow-based BMPs;
 - 8) All BMPs shall be operated, monitored, and maintained for the life of the project and at a minimum, all structural BMPs shall be inspected, cleaned-out, and where necessary, repaired at the following minimum frequencies: (1) prior to October 15th each year; (2) during each month between October 15th and April 15th of each year and, (3) at least twice during the dry season;
 - 9) Debris and other water pollutants removed from structural BMP(s) during clean-out shall be contained and disposed of in a proper manner;
- B. It is the permittee's responsibility to maintain the drainage system and the associated structures and BMPs according to manufacturer's specifications. As soon as a homeowner's association (HOA) or similar entity comprised of the individual owners of the 62 proposed residential lots is created, responsibility to maintain the drainage system and the associated structures and BMPs according to manufacturer's specifications shall be transferred to the HOA.
- C. The permittee shall undertake development in accordance with the approved final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.
- D. The applicable covenants, conditions and restrictions (CC&R's) required by Special Condition 5 shall require that all development be carried out in accordance with the Water Quality Management Plan approved by the Executive Director.

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15. Fuel Modification Program and Vegetation Management Plan

- A. All fuel modification shall be consistent with the requirements of this permit and the final vegetation management plan submitted for review and approval of the Executive Director pursuant to subpart B of this condition, consistent with the following:
- (1) The permittee shall submit a final vegetation management plan approved by the Fire Department that identifies landscape that can be planted that would minimize or eliminate the need for annual mowing and/or vegetation clearance within the habitat buffers shown on Exhibit 12. The final vegetation management plan shall identify the locations where a 30-foot wide swath of mowing is required from the perimeter of the development.
 - (2) Backyard fencing/enclosure shall consist of six-foot, solid walls in order to reduce the need for and extent of perimeter mowing. Alternatively, the backyard perimeter wall may consist of a 6-foot fencing/enclosure comprised of a 2.5-foot in height wrought iron fence with a 3.5-foot high solid wall base, only where the permittee submits documentation, for the review and approval of the Executive Director, which evidences that this design of the enclosure will not result in additional fuel modification or mowing requirements by the fire department.
- B. Prior to commencement of construction, the permittee shall submit a final vegetation management plan for the development for review and approval by the Executive Director which shall be consistent with the requirements outlined above. The final vegetation management plan and relevant development plans shall have received final approval from the relevant fire authority and the submittal shall include written evidence of said approval. The vegetation management plan shall include a statement which states that any changes to the plan, including any changes required by the relevant fire authority or other resource agencies, shall be reported to the Executive Director of the Coastal Commission, and shall require an amendment to this permit or a new coastal development permit prior to implementation of changes unless the Executive Director of the Coastal Commission determines that no amendment or new permit is required.
- C. The permittee shall undertake development in accordance with the approved final plan. Any proposed changes to the approved final plan shall be reported to the Executive Director. No changes to the approved final plan shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.

16. Signage & Education Program

- A. Prior to the issuance of the Certificate of Occupancy for the first residence, the permittee shall submit, for the review and approval of the Executive Director, plans showing the location, size, design, and content of all signs to be installed.
- B. Within thirty (30) days of issuance of the certificate of occupancy for the first residence by the City of Goleta, the permittee shall install permanent signage that notifies the public's right for pedestrian and bicycle access through the new subdivision as shown in Exhibit 10.

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- C. Animal waste control measures (e.g., mutt-mitt dispensers) shall be implemented. Mutt-mitt dispensers shall be installed and maintained by the Developer/Homeowner's Association at the Open Space access point trailhead within the development. Educational displays/signs and a trash receptacle shall be installed at the trailhead to provide information about water quality in Devereux Creek watershed, and appropriate education materials shall be incorporated into the Homeowners' Association CC&Rs. The displays and/or signs shall include information pertaining to animal waste and surface water pollution prevention.
- D. The required signs shall be maintained in good condition and replaced when necessary.

17. Lighting Restriction

- A. Prior to commencement of grading, the permittee(s) shall submit two (2) sets of Lighting Plans, for review and approval by the Executive Director, incorporating the following requirements:
 - (1) Any exterior night lighting installed on the project site shall be of low intensity, low glare design, and shall be shielded to direct light downward onto the subject parcel(s) and prevent spill-over onto adjacent parcels, including all public open space areas. Furthermore, no skyward-casting lighting shall be used. The lowest intensity lighting shall be used that is appropriate to the intended use of the lighting.
 - (2) The lighting plan shall show the locations of all exterior lighting fixtures and an arrow showing the direction of light being cast by each fixture, the lighting specifications, and the height of the fixtures. The plan shall be designed in particular to avoid lighting impacts to the open spaces and wetland habitat. All outdoor lighting on the parcel(s) shall comply with the approved Lighting Plans.
 - (3) The lighting plan to be submitted to the Executive Director shall be accompanied by an analysis of the lighting plan prepared by a qualified biologist which documents that the lighting plan is effective at preventing lighting impacts upon adjacent environmentally sensitive habitat.
- B. The permittee shall undertake development in accordance with the approved final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.
- C. The covenants, conditions and restrictions (CC&R's) required by Special Condition 5 shall require that all lighting be consistent with the lighting plans approved by the Executive Director. The lighting requirements of this special condition shall be incorporated directly into the CC&R's.

18. Perimeter Walls

- A. Where the backyards of residences abut open space and habitat areas, the backyard fencing/enclosure shall consist of six-foot, solid walls in order to reduce perimeter mowing to

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meet fire department requirements and to help contain domestic animals within the residential area and exclude such animals from sensitive habitat areas. Alternatively, the backyard perimeter wall may consist of a 6-foot fencing/enclosure comprised of a 3.5-foot in height wrought iron fence with a 1.5-foot high solid wall base, only where the permittee submits documentation, for the review and approval of the Executive Director, which evidences that this design of the enclosure will not result in additional fuel modification or mowing requirements by the fire department. *Prior to issuance of the coastal development permit, the permittee shall submit final revised plans showing the location, design, height and materials of all such walls for the review and approval of the Executive Director.*

- B. The permittee shall undertake development in accordance with the approval final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.
- C. The covenants, conditions and restrictions (CC&R's) required by Special Condition 5 shall require that backyard enclosure/fencing shall consist of six-foot solid wall or partial solid wall as approved by the Executive Director. The wall enclosure requirements of this special condition shall be incorporated directly into the CC&R's.

19. Structural Appearance – Exterior Building Materials

All walls and building exteriors shall be limited to colors compatible with the surrounding environment (earth tones) including shades of green, brown and gray with no white or light shades and no bright tones. All windows shall be comprised of non-glare glass. The color shall be maintained throughout the life of the structure(s).

20. Residential Area Height Restrictions

The heights of residential structures and appurtenances shall be as identified in the final plans approved by the Executive Director consistent with the following maximum heights shown in Exhibit 11: 19.5 feet for the 25 single story residences and 25 feet for the 37 two story residences. Future development shall conform with these maximum heights unless such heights are changed by an amendment to this permit, unless the Executive Director determines that no amendment to this permit is required.

21. Woodburning Fireplace Restriction

- A. Fireplaces, stoves, and firepits permitted hereby shall be restricted to non-woodburning types.
- B. The above restriction shall be incorporated directly into the covenants, conditions and restrictions (CC&R's) required by Special Condition 5.

22. Archaeological Resources and Monitoring

By acceptance of this permit, if project activities are undertaken within an area known to have cultural deposits, including but not limited to skeletal remains and grave-related artifacts, traditional

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(Upon satisfaction of special conditions)

cultural sites, religious or spiritual sites, paleontological artifacts or other artifacts, the permittee agrees to have an archaeologist(s) and appropriate Native American consultant(s), with qualifications acceptable to the Executive Director, present on-site during all construction activities which occur within or adjacent to cultural deposits in the project area. Specifically, if required as described above, the construction on the project site shall be controlled and monitored by the archaeologist(s) with the purpose of locating, recording and collecting any cultural materials. Alternately, under the direction of a qualified archaeologist and/or appropriate Native American consultant, the permittee may implement alternative techniques designed to temporarily protect such resources (e.g., placing temporary cap material in accordance with accepted protocols for archaeological resource protection). In the event that any significant archaeological resources are discovered during operations, all work in this area shall be halted and an appropriate data recovery strategy be developed, subject to review and approval of the Executive Director, by the permittee's archaeologist and the native American consultant consistent with CEQA guidelines.

23. Buyer'(s) Acknowledgment

- A. Prior to issuance of this coastal development permit, the owner(s) of the property that is the subject of this permit shall agree that before any sale or transfer of any of that property or any interest in that property that occurs before completion of all public amenities required in this permit ("Improvements"), the owner-seller shall secure a letter from the buyer of the property (1) acknowledging (a) that the conditions imposed by this permit, as amended, run with the land, (b) that the use and/or development of the land is restricted by the special conditions of the permit and restrictions recorded on the property pursuant thereto, and development of the property is contingent on the opening to the public of public trails and other public access and recreation amenities, (c) that pursuant to the special conditions of the permit and the special offers and/or grant deeds recorded pursuant thereto or otherwise required in this coastal development permit, the public has certain rights with respect to future use of project streets and trails; and (2) agreeing that, prior to any further sale or transfer of any of the property or any interest in the property that occurs before completion of the Improvements, that that buyer-turned-seller shall secure from its buyer a letter to the same effect.
- B. Subsequent to the issuance of this coastal development permit, and prior to the sale or transfer of any of the property or any interest in the property that is the subject of this permit that occurs before completion of all of the Improvements, the owner of the property being sold shall secure a letter from the buyer (1) acknowledging (a) that the conditions imposed by this permit, as amended, run with the land, (b) that the use and/or development of the land is therefore restricted by the special conditions of this permit and restrictions recorded on the property pursuant thereto, and development of the property is contingent on the opening to the public of public trails and other public access and recreation amenities, and furthermore, (c) that pursuant to the special conditions of the permit and the special offers and/or grant deeds recorded pursuant thereto or otherwise required in this coastal development permit, the public has certain rights with respect to future use of project streets and trails; and (2) agreeing that, prior to close of escrow on any further sale or transfer of any of the property or any interest in the property that occurs before completion of the Improvements, that that buyer-turned-seller shall secure from its buyer a letter to the same effect.
- C. A copy of such letter(s) shall be provided to the Executive Director of the Commission and the Planning Director of the City of Goleta before close of escrow.

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24. Ellwood Mesa Open Space Deed Restriction

- A. Prior to issuance of the coastal development permit, the permittee shall submit to the Executive Director, for review and approval, documentation demonstrating that a deed restriction has been executed and recorded against the Ellwood Mesa property (APNs 079-210-013, -014, -015, -024 and -051) as shown in Exhibit 2 to this staff report, in a form and content acceptable to the Executive Director indicating that no development, as defined in Section 30106 of the Coastal Act shall occur within the Ellwood Mesa property (APNs 079-210-013, -014, -015, -024 and -051) except where an approved Coastal Development Permit is issued for the following types of activities: habitat restoration; installation, repair or upgrading of utilities; construction of water quality management structures; erosion control management; public access trails and associated appurtenances, including designation of the multi-use California Coastal Trail and DeAnza trail to connection points with the University of California at Santa Barbara and County of Santa Barbara jurisdictions; signage; re-construction of existing drains; or maintenance and repair activities pursuant to an approved management and maintenance program. The deed restriction shall include a legal description of the entire parcels that comprise the 137-acre Ellwood Mesa property governed by this Special Condition. The deed restriction shall also indicate that, in the event of an extinguishment or termination of the deed restriction for any reason, the terms and conditions of this permit shall continue to restrict the use and enjoyment of the subject property so long as either this permit or the development it authorizes, or any part, modification, or amendment thereof, remains in existence on or with respect to the subject property.
- B. Prior to issuance by the Executive Director of the Notice of Intent (NOI) for this permit, the permittee shall submit for the review and approval of the Executive Director, and upon such approval, for attachment as Exhibit One to the NOI, formal legal descriptions and graphic depictions of the entire Ellwood Mesa property (APNs 079-210-013, -014, -015, -024 and -051).

25. Deed Restriction for Three Open Space Areas

- A. Prior to issuance of the coastal development permit, the permittee shall submit to the Executive Director, for review and approval, a deed restriction for the three open space parcels (Parcel 65, Parcel 67, and Parcel 69 as proposed on the Vesting Tentative Map (Local Case No. 67-SB-TM) dated September 19, 2002 and Revised July 2, 2004), in a form and content acceptable to the Executive Director indicating that (1) the open space areas shall be held in perpetuity for public access, open space, trails, and habitat restoration purposes and (2) that no development, as defined in Section 30106 of the Coastal Act shall occur within the areas of the proposed open space lots identified above, except for the following activities, if approved through a separate coastal development permit: habitat restoration; installation, repair or upgrading of utilities; construction of water quality management structures; erosion control management; public access trails and associated appurtenances; re-construction of existing drains; or maintenance and repair activities pursuant to an approved management and maintenance program.
- B. Prior to issuance by the Executive Director of the Notice of Intent (NOI) for this permit, the permittee shall submit for the review and approval of the Executive Director, and upon such

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approval, for attachment as Exhibit Two to the NOI, formal legal descriptions and graphic depictions of the subject property affected by this condition, as generally described above.

- C. The restriction for Lots 65, 67, and 69, as described above in section A, shall be recorded concurrent with the recordation of the final tract map. Evidence of recordation shall be provided to the Executive Director within thirty (30) days of recordation of the final tract map.

26. General Deed Restriction

Prior to issuance of the coastal development permit, the permittee shall submit to the Executive Director for review and approval documentation demonstrating that the landowners have executed and recorded against the parcel(s) governed by this permit a deed restriction, in a form and content acceptable to the Executive Director: (1) indicating that, pursuant to this permit, the California Coastal Commission has authorized development on the subject property, subject to terms and conditions that restrict the use and enjoyment of that property; and (2) imposing the Special Conditions of this permit as covenants, conditions and restrictions on the use and enjoyment of the Property. The deed restriction shall include a legal description of the entire parcel or parcels governed by this permit. The deed restriction shall also indicate that, in the event of an extinguishment or termination of the deed restriction for any reason, the terms and conditions of this permit shall continue to restrict the use and enjoyment of the subject property so long as either this permit or the development it authorizes, or any part, modification, or amendment thereof, remains in existence on or with respect to the subject property.

Exhibit "J"
Solid Waste Management Program

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ALI D'ORO

Tract Map 32,008

June 29, 2005

SOLID WASTE MANAGEMENT PLAN

1. INTRODUCTION

This Solid Waste Management Plan has been prepared in accordance to Condition 73, 74 and 75 of the Final Conditions of Approval approved by the City of Goleta City Counsel on July 19, 2005. The intent of this plan is to reduce the amount of solid waste generated by the Ali D' Oro residential project, also known as Lots 1-64, 66 and 68 of Tract Map 32,008. City and county governments throughout the State of California have adopted waste diversion programs to meet the requirements of AB 939. To comply with the goals set by AB 939, the City of Goleta requires a reduction in solid waste generation for all new development projects in the City. Waste characterization studies estimate that implementation of a recycling program could reduce total volume of waste generated by approximately 50 percent. (County of Santa Barbara Environmental Thresholds and Guidelines Manual (1995), pp. 15-2)

2. PROJECTED SOLID WASTE GENERATION

The Ali D'Oro Residential project will consist of 62 homes, private roads, a detention basin and common landscaping on 24.5 acres. Waste for said project during construction is estimated to be 3372.8 tons in total according to Marborg Industries' calculations (see table on page 2). Implementation of recycling and reclamation programs will reduce this to less than 5% residual waste. Post construction the 62-unit community is anticipated to generate approximately 435.24 tons of waste per year (see table on page 3). Implementation of a source reduction and recycling program could reduce the estimated solid waste generation for the project to approximately 193.44 tons per year.

3. SHORT-TERM CONSTRUCTION WASTE

Recycling and/or re-use of waste materials will reduce the amount of waste disposed of during construction. Recycling of construction materials will be provided locally by Marborg, or another permitted/franchised waste collection company. Recycling service involves delivery and transportation of roll-off bins for collection of source-separated and/or commingled construction and demolition debris.

Construction Phase Plan:

During the construction phase of the project, the Developer will implement the following measures to reduce solid waste generation to the maximum extent feasible:

- a. Prior to construction, the Contractor will arrange for construction recycling service with the permitted/franchised hauler, currently Marborg. Roll-off bins for the collection of recoverable construction materials will be located onsite and will be collected weekly or more frequently if needed. Materials earmarked for recycling include: woods, concrete, drywall, metal, cardboard, asphalt, soil, and land clearing debris. In the case of commingled recycled material, the roll off boxes are taken to a sorting facility where the material can be identified and sorted for shipping to specific recycle markets.

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- b. The Contractor will designate a person to monitor recycling efforts and collect receipts for roll-off bins and/or construction waste recycling. All Subcontractors will be informed of the recycling plan, including which materials are to be source-separated and placed in proper bins.
- c. These construction waste-recycling measures will be incorporated into the construction specifications for the Contractor and Subcontractors.
- d. Throughout the bidding and specification process the contractor will strive to incorporate materials that utilize recycled products. The Contractor will negotiate with the subcontractors to incorporate recycled materials wherever feasible. The construction of streets shall include recycled materials (base, asphalt, etc.). Also, fiberglass insulation with approximately 35% recycled material shall be used.

The waste calculation information in this table was prepared in conjunction Marborg Industries to estimate the amount of construction waste generated by the development of 62 homes.

<u>Short Term Construction Waste</u>	
Construction & Demolition Material	35.32 Tons
Mixed Rubble	15.09 Tons
Mixed Wood Waste	3.99 Tons
Total tons per lot	54.40 Tons
62 lots	x 62 lots
	3372.80 Tons

Comstock Homes and Marborg Industries estimate between that 11 and 14 containers will be needed per lot. All material will be taken to Marborg Industries Construction & Demolition Facility, where we expect to have less than 5% residual waste.

4. LONG-TERM OCCUPANCY WASTE

Upon completion of construction and occupancy, the implementation and success of the Solid Waste Management Plan will depend upon the continuing effort of the Homeowner's Association ("HOA"). To ensure this occurs, this Solid Waste Management Plan shall be inserted into the Declaration of Covenants, Conditions & Restrictions and Reservation of Easements (CC&R's) for the Ali D' Oro Homeowners Association.

Upon completion of construction, the Contractor will arrange for waste collection and recycling service with a permitted/franchised waste collection company/hauler, currently Marborg Industries. This company shall handle the waste collection service for the residential owners, including at a minimum, trash hauling service once a week, and commingled recycling and green waste services at a minimum of every other week. The trash collected will be transported to the County Transfer Station for eventual disposal at the Tajiguas Landfill. The company shall provide each residence with separate containers for trash, commingled recycling and green waste. All recyclable material will be taken to Marborg Industries Construction & Demolition facility for proper distribution and green waste will be transported to the County Transfer Station.

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The following waste calculation information was prepared in conjunction with Marborg Industries to estimate the amount of post construction waste for the 62 homes per year.

Long Term Occupancy (Post Construction) Waste

65 Gal Trash Cart	120 Lbs. per pick-up
65 Gal Green Cart	120 Lbs. per pick-up
95 Gal Commingled Recycling Cart	60 Lbs. per pick-up

120 Lbs Solid Waste x 62 homes x 52 pick-ups per year = 193.44 tons of Solid Waste
120 Lbs Green Waste x 62 homes x 52 pick-ups per year = 193.44 tons of Green Waste
60 Lbs Commingled Recycle x 62 homes x 26 pickups per year = 48.36 tons of Recyclables

Total material to Tajiguas Landfill = 193.44 tons per year
Total Recycled material = 241.8 tons per year

Occupancy Phase Plan:

Source reduction will be employed to the greatest extent possible. The following measures will be implemented to decrease solid waste generated by this project.

General Solid Waste:

- a. The waste collection company/hauler will provide containers for *commingled recyclable materials* such as aluminum, plastic, glass, newspapers, junk mail, bimetal cans, magazines, cereal boxes, and cardboard. Collection shall occur biweekly at a minimum.
- b. The waste collection company/hauler shall provide trash containers for *non-recyclable materials*. Collection shall be weekly, at a minimum.
- c. The waste collection company/hauler shall provide designated green waste containers. Collection shall occur biweekly, at a minimum.

Gardening Waste:

- a. Overall project landscape design has considered the following yard waste minimization methods:
 - i. Trees have been selected for the appropriate size and scale to reduce pruning waste long-term.
 - ii. Slow growing, drought-tolerant plants have been included in the landscape plan. Drought tolerant plants require less pruning and generate less long-term pruning waste, require less water, and require less fertilizer than plants with higher water needs.
- b. The initial landscape subcontractor and the subsequent landscaping maintenance crew hired by the HOA will be responsible for all garden waste management duties for common property and front yards of the homes within the subdivision. Both the subcontractor and the maintenance crew will be informed through written and verbal information sources regarding this waste plan. Homeowners will be provided with green

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waste containers and will be responsible for using these for back and side yard green waste.

- d. Woody waste generated on the common residential areas will be chipped and used as mulch, to the maximum extent feasible. Excess woody waste not used as mulch shall be hauled offsite by landscape maintenance personnel and disposed of at a permitted Green Waste Facility.
- e. The waste collection company/hauler will provide "green waste" containers for such materials, and shall haul these materials biweekly. If the frequency of collection increases for the City in subsequent contract renewals or amendments, the community's collection frequency shall match the approved contract.

Hazardous Waste:

- a. The Community Environmental Council (CEC) is a resource for information on non-toxic alternatives. The Homeowners Association may contact the CEC at (805) 963-0583 or the City of Goleta at (805)961-7500 for additional information on non-toxic or less toxic products.
- b. The Community Environmental Council (CEC) and the University of California (UCSB) maintain a permanent facility for the collection of hazardous waste generated by residents and small businesses. The residents will be made aware of this service so that residents will recycle solvents, oils, and other chemicals accepted at the UCSB Household Hazardous Waste Facility.

Exhibit "K"

Natural Resource & Land Swap Information

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Natural Resource & Land Swap Information

The following is information regarding the biological & cultural resources associated with the Ellwood-Devereux Coast Area located adjacent to the Ali D'Oro residential community, pursuant to City Conditions of Approval 44 and 53. The purpose of providing this information is to increase public awareness and appreciation of biological & cultural resources, thus diminishing the risk of intentional or unintentional disturbance or looting. Homeowners of the Ali D'Oro residential community should be aware that the open space south and east of the subdivision is governed by the Ellwood-Devereux Coast Open Space and Habitat Management Plan. This plan promotes passive recreation such as hiking, picnicking, and the quiet enjoyment of nature and prohibits active recreation such as dirt-bike jumping and paint ball games.

For a complete review of habitats and wildlife resources within the area please refer to the Ellwood-Devereux Coast Open Space and Habitat Management Plan, available at the City of Goleta, Planning and Environmental Services Department at (805) 961-7540. In the event of discovering a suspected archaeological artifact, please contact the state Native American Heritage Commission at (916) 653-4082. If the potential artifact is intact, please carefully note its location, leave it in place, and call state authorities immediately.

I. Biological Resource Information

A. Overview

The Ellwood-Devereux Coast Open Space Area comprises 652 acres of open space and natural reserves/preserves. It is one of the largest undeveloped open spaces along the Santa Barbara coast and includes a diverse assemblage of plant and wildlife species. The Devereux Slough ecosystem is rich in biological resources and contains a continuum of open, undeveloped lands connecting the West Campus Bluffs to the east with Ellwood Mesa to the west. These intact, contiguous habitats enable passage for resident wildlife, and contribute to the maintenance of genetic diversity of both plant and animal populations. The Open Space Plan Area is outlined in the figure attached (excerpt from Ellwood-Devereux Coast Open Space and Habitat Plan- March 2004).

B. Habitats and Wildlife

Within the Open Space Plan Area a vast number of habitats exist both aquatic and terrestrial. These habitats support a variety of wildlife species typical of coast ecosystems. The mosaic distribution of habitat types within the Open Space Plan Area provides recurring ecotones, or habitat contact zones, which typically support higher wildlife species diversity. Avian resources are diverse, as the eucalyptus woodlands provide perching, nesting, and roosting habitats

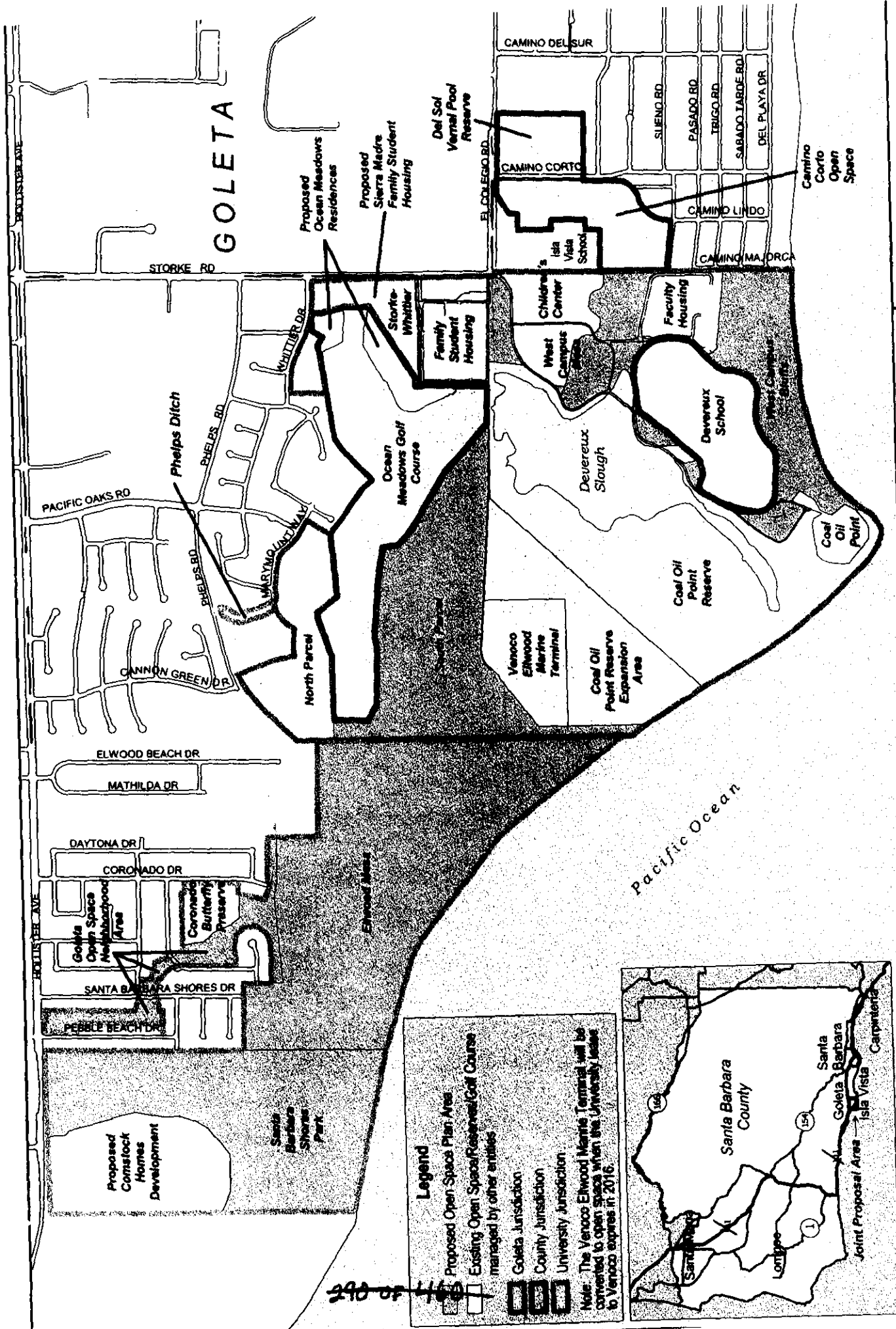


Figure 1. Overview of the Open Space Plan Area

Ellwood-Devereux Coast Open Space and Habitat Management Plan

March 2004



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and native grasslands provide foraging resources for a number of bird species. The rich ecotones provide breeding and nesting grounds to avian species of all types from common species and protected species alike. Devereux Slough is a part of Coal Oil Point Reserve which is an overwintering and breeding population of the federally threatened western snowy plover. Although urban areas and transportation corridors have created barriers for medium and large terrestrial wildlife, small animal diversity is relatively high because of the expanse of open grassland and shrubland. Reptiles and amphibians are present in all habitats within the Open Space Plan. The eucalyptus woodlands on Ellwood Mesa support the largest overwintering aggregation site for the monarch butterfly in Santa Barbara County.

The Open Space Area is home to a number of Special Status Species. These species occur in or within a 10-mile radius of the Open Space Plan Area and which have a potential to occur because the area contains suitable habitat. Among these special status species are a number of plants, invertebrates, such as the monarch butterfly, fish, amphibians, reptiles, birds and mammals, as well as special status habitats.

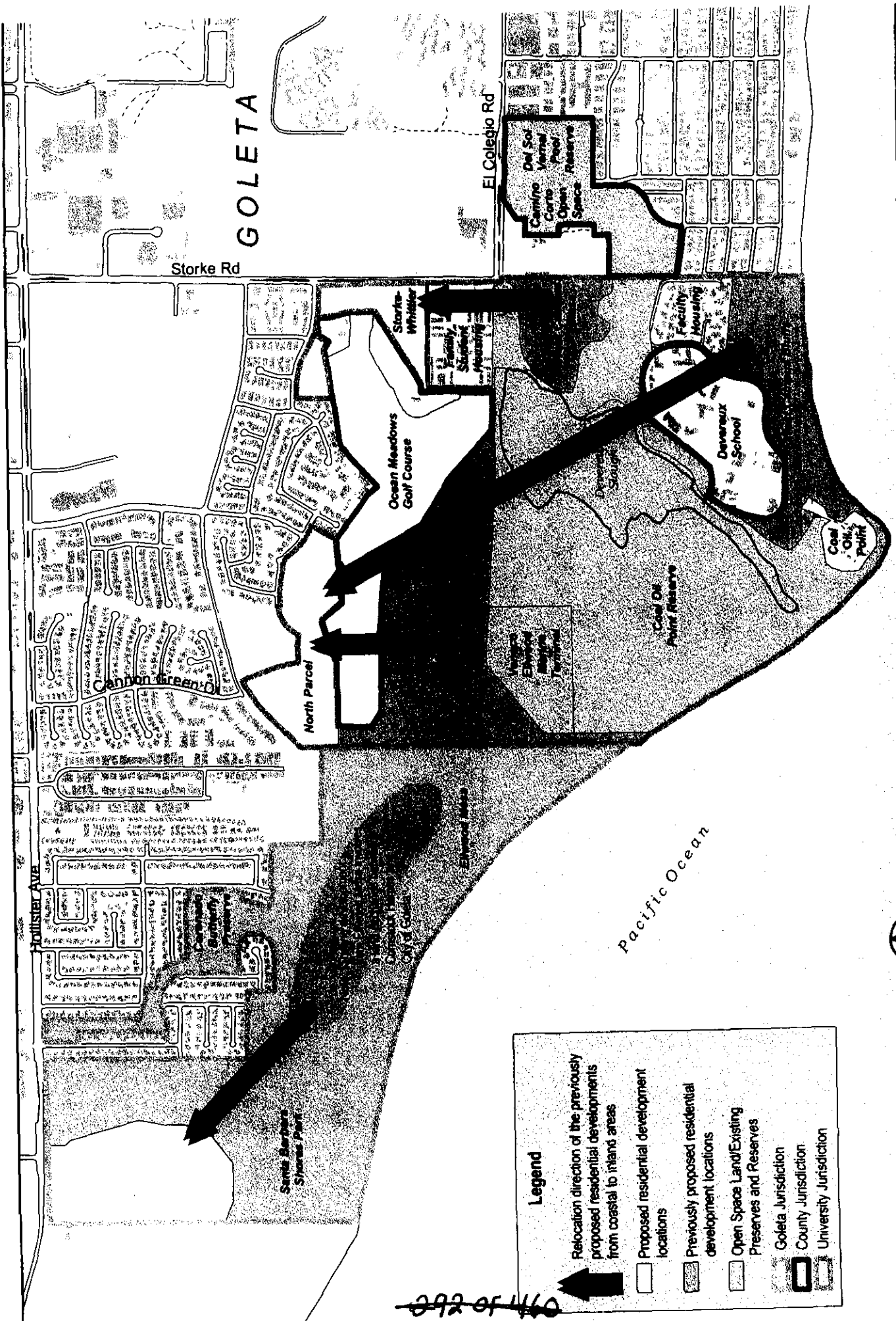
II. Land Swap Accomplishments

A. Overview

In order to provide protection for sensitive coastal resources and establish a contiguous open space along the coast for natural resource protection and managed public access the City of Goleta and Comstock Homes entered into an agreement to swap a portion of land owned by Comstock Homes on the Ellwood Mesa area, for a 36-acre parcel of land owned by the City of Goleta in the Northwest portion of open space along Hollister Avenue (see attached excerpt from Ellwood-Devereux Coast Open Space Management Plan). This shift of land was accomplished through the purchase of the 136.6-acre Ellwood Mesa Property by the Trust for Public Land and transference to the City of Goleta. The approval of the Comstock Homes Development sited development on less environmentally-sensitive land further from the coast and extinguished development pressures on the sensitive habitat rich Ellwood Mesa property. The Comstock Homes development, comprised of 62 single-family homes and related subdivision infrastructure, will be located on a portion of the Santa Barbara Shores Park south of Hollister Ave in Goleta, California. The development covers approximately 25 acres with the remaining acres to be open space.








B. Impacts of Land Swap

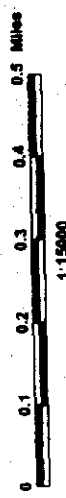
In Accordance with the Coastal Act, the land swap provides integrated access through out the natural area and avoids fragmentation of habitat by piecemeal



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Legend

-  Relocation direction of the previously proposed residential developments from coastal to inland areas
-  Proposed residential development locations
-  Previously proposed residential development locations
-  Open Space Land/Existing Preserves and Reserves
-  Goleta Jurisdiction
-  County Jurisdiction
-  University Jurisdiction



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March 2004
 Eilwood-Deverux Coast
 Open Space and Habitat Management Plan
 Figure 2. Proposed Development Relocations and Land Exchange

development of housing projects, roads, and utilities. The Development is sited and designed to be clustered away from sensitive resources and to protect scenic coastal areas. This swap provides that the Open Space encompasses 652 acres of contiguous open space and natural areas, of which about 264 acres are included in natural reserves, preserves, and managed open space. The remaining 388 acres of the existing undeveloped lands will be designated as open space in accordance with the Ellwood-Devereux Coast Open Space and Habitat Management Plan.

III. Cultural Resource Information

A. Overview

The areas proposed for the residential development of Ali D'Oro and the open space under the City of Goleta's jurisdiction have experienced long and significant occupation by humans going back at least 8,000 years. There are a number of remains of this occupation known to be present in the general project region.

B. Prehistoric Overview

The creeks, river valleys, and flood plains in the general project area, along with the fringing coastline, have supported a continuous cultural occupation for at least the last 8,000 years. An early Holocene occupation has been identified in the archeological records that reflect the early emergence of non-agricultural village-based groups in the region. Current archeological evidence suggests that a relatively small population existed in these areas, but by 2000 years before present (B.P.), populations appear to have expanded considerably into the resource-rich coastal and near-shore estuarine environments. Accounts by Juan Rodriguez Cabrillo and Sebastian Vizcaino indicated that by the time of the European contact to this area of the California coast, some of the large coastal villages had hundreds of occupants and were engaged in both terrestrial and maritime long distance trade.

C. Paleoindian Period

The San Dieguito Complex is found throughout southern California and includes non-fluted points such as leaf-shaped projectile points and various leaf-shaped bifacial tools. Unfortunately, there are few reliable published radiometric dates from this period, with most artifacts identified as isolated find spots.

One fluted point fragment is known from the Santa Barbara area. The artifact, consisting of a basal fragment from a fluted point, was found at CA-SBA-1951 on the coastal plain to the west of Santa Barbara.

D. The Millingstone Period

The Millingstone Period extends to at the least 6000 B.P. and probably as far back as 8500 + B.P. Hard seeding processing became one of the major components of subsistence during this period. Overall, the economy was based on plant collecting, but was supplemented by fishing and hunting, and general exploitation of marine and estuarine resources. Large, heavy ground stone milling tools such as deep basin metates and wedge-shaped manos, large core/cobble choppers and scraper, typify the Millingstone Period.

In the northern Channel Islands, two sites have produced fairly reliable early Holocene dates. Radiometric dates have been obtained from the shells at Daisy Cave, on San Miguel Island, and human remains were found in a secure early Holocene context on Santa Rosa Island at Arlington Springs (the so-called Arlington Woman). Both loci did not have extensive archeological remains, but nevertheless, these dates put humans on the Channel Islands by at least 9750 B.C., and possibly earlier (circa 11000 for the Arlington Woman).

Along Santa Barbara coastal areas, Millingstone sites are common on terraces and knolls, typically set back from the current coastline. The larger sites usually contain extensive midden deposits, possible subterranean house pits, and cemeteries. Most of these sites probably reflect intermittent use over many years of local cultural habitation and resource exploitation. Erlandson has noted that the typical Millingstone manos/metates are not common on contemporaneous Channel Island sites, possibly reflecting an alternate insular resource exploitation.

In the Gaviota creek area, Early Holocene evidence from this period has been excavated at CA-SBA-97 by Steven Bowers, while at a nearby CA-SBA-96 a milling stone or 'Oak Grove' site noted by D.B. Rodgers has been identified,

E. Intermediate Period

The intermediate period has also been called the "Hunting Period" or "Middle Horizon." About 5000 years B.P., the Millingstone traditions, with their heavy reliance on vegetal food sources, began to gravitate more toward animal proteins and marine resources. Procurement of plants for caloric intake was not necessarily replaced in kind by game hunting, but rather by the local Millingstone dietary regimen began to transition toward other/alternate resources. Mortars and pestles predominate the tool kit, rather than manos and metates. Glassow has hypothesized that, in the Santa Barbara geographic setting, this could reflect great use of acorns. In the Santa Barbara area reliance on shellfish probably declined during the Intermediate Period, as the maritime and coastal marine exploitations expanded into the aforementioned terrestrial resources. Intermediate period sites appear locally, such as those in the environs of Gaviota Creek.

F. The Late Prehistoric Period

The Late Prehistoric Period probably began sometime around the B.C./A.D. transition, but expanded culturally around A.D. 500 with the introduction of bow and arrow technology. The end of the period is recognized as the end of the 18th century, when full implementation of the Spanish mission system took effect on the native populations.

The Santa Barbara coastal areas, along with the western areas of Ventura and the Los Angeles Basin, were occupied during the Late Prehistoric Period by the so-called "Canaliño" culture. During this period, the coastal populations expanded greatly and probably took advantage of a wide variety of ecological niches, especially marine resources. Small projectile points, frequently side notched, are typical in the bow and arrow-based toolkit. Specialty items such as basketry, ollas or large water vessels, shells and stone beads, and shell and bone fish hooks appear, as does elaborate rock painting. Anthropologists believe that the Chumash are directly descended from the Canaliño culture of the archeological record.

During the late Prehistoric Period, a highly advanced fishing and hunting strategy developed that included the exploitation of a wider variety of fish and shellfish. These new subsistence strategies, coupled with the appearance of the bow and arrow, enabled a substantial increase in local populations, the development of permanent settlements, and a "money" economy based on shell trade.

The Late Prehistoric Period Chumash, with a Hokan linguistic stock, lived in large villages along the coastal byte and the wide valleys leading into the California interior. This was an ethnohistoric boundary group situated between the Chumash to the northwest and the Gabrieliño to the south and east. In the archeological record, the Gabrieliño material culture is often indistinguishable from the Chumash.

The Chumash were highly sea oriented. Given the presence of the earlier sites on the offshore islands, this evidence suggests that there was a maritime tradition at least partially carried over from the Millingstone and Intermediate Period cultures. By at least 1000 B.P., the Chumash were rely on blue-water vessels in an exploitation strategy partially based on deep-sea fishing and marine mammal hunting.

G. Chumash Ethnography

Europeans first encountered the Chumash in 1542, when Cabrillo landed on the shores of Ventura. The Spanish later contacted the Chumash in 1602, when Vizcaíno entered the Santa Barbara Channel. The pre-European-contact

Chumash probably had between 10,000 and 15,000 individuals. Anthropologists and linguists note that the Hokan language stock of the Chumash appears to be one of the oldest languages groups in California, suggesting that Chumash ancestors must have been present in the area for at least several thousand years prior to European contact.

At the time of contact, the Chumash ranged from San Luis Obispo to Malibu Canyon along the coast, inland as far as the southwestern margin of the southern San Joaquin Valley, and out to the Channel Islands. There were at least six Chumash languages. The project area is located within the ethnographic boundaries of the coastal Barbareño Chumash. The Chumash were incorporated rather quickly into the Spanish mission system. This precipitated the rapid demise of their native culture and language, enough so that by the time anthropologists were interviewing Chumash individuals, most of their culture had long since disappeared. By the early 1800's nearly the entire Chumash population, except for individuals who had escaped to the interior, was incorporated into the mission system.

The early Spanish travelers provided valuable details concerning Chumash dwellings. The huts were described as hemispherical in shape, with many containing internal subdivisions, possibly for privacy. Some of the larger dwelling structures could hold up to 70 people, and the Spanish noted that many villages also contained sweathouses.

The Chumash were comprised of patrilineal descent groups, with most villages having one "chief," and three or four "captains." Most Chumash marriages were monogamous, except for village chiefs. Puberty rites are not well known. Girls entering puberty were not allowed to eat meat and could not look into a burning fire. Boys were taken out at night and given a psychotropic concoction made from *Datura* root to induce visions.

The Chumash had high levels of material culture and craftsmanship, including intricate basketry, wood carving, fine stone objects, well developed rock art, and excellent ocean-going plank canoes (tomol) that highly impressed Spanish explorers. The coastal Chumash had an extensive trading network that reached well beyond the Santa Barbara Channel region. Most Chumash lived in permanent villages, composed of large round houses up to 50 feet in diameter, which might be home to as many as 10 families. The dietary staple for all the Chumash groups was the acorn, though the addition of pine nuts, soap root, berries, mushrooms, seeds, mollusks, fish and game varied the diet.

Coastal Chumash village sites were often located at the mouth of creeks and rivers, usually on higher ground just above shore line. Smaller hunting camps

and resource exploitation sites were located in smaller perennial creek areas, in the upper elevations, and in the immediate interior.

In 1775, Spaniard Pedro Fages commented that the Chumash were very inclined to trade, barter, and general commerce. Johnson also notes that the Spanish observed persistent Chumash intervillage warfare, possibly due to raids of neighboring groups' stored resources.

The project area is located between what were two intensive areas of Chumash settlement: the Goleta slough area and the mouth of Dos Pueblos Creek. Juan Crespi noted seven ethnohistoric villages in the general area of the Goleta estuary. However, only four ethnohistoric villages, *S'axpilil*, *heliyik*, *Helo'* and *'Alkash*, are recorded in the Spanish mission documents. Johnson notes that this is probably due to the existence of smaller (or satellite) communities that were grouped together under a higher village identity. Of these villages, *Helo'*, which was located on Mescalitan Island, was the largest. There, Crespi observed (probably generously) approximately 100 houses and between 600-800 residents. On the north side of the lagoon, north of the present Santa Barbara Airport, was the village of *S'axpilil*. This village site was located near the present intersection of Hollister and Fairview Avenue. Johnson also notes that more inhabitants were baptized from *S'axpilil* than any other Chumash village except *Mikiw*, situated at Dos Pueblos (*ibid*). In general, the Goleta slough villages probably had at least 2,000 inhabitants, over 100 houses, and more than 16 plank canoes. Twin villages named *Mikiw* and *Kuyamu* occupied the banks of Dos Pueblos Creek at its confluence with the Pacific, giving the creek its name. Crespi gives the population of the two villages together at 1,100, with 120 houses and 10 plank canoes.

H. Historic Background

The first known European entry into the area was the expedition of Juan Cabrillo who sailed north up the California coast from Mexico in 1542. His two ships reached the Santa Barbara Channel in October 1542 and after several tries, were able to round Point Conception and sail as far north as San Francisco Bay.

A second Spanish expedition arrived in the area in 1602, which consisted of two ships under the command of Sebastian Vizcaino. His aim was to follow Cabrillo's route and reassert Spanish claims to the area. Naming local landmarks after saint's day on which they were discovered, he named the Harbor of Santa Barbara on St. Barbara's feast day (December 4) and Point Conception on the Feast of the Immaculate Conception (December 8). Vizcaino sailed as far north as Monterey Bay, eventually returning to Acapulco.

In the 1760's, the Spanish government decided to establish a series of military establishments called presidios and missions along the California coast between two great natural harbor of San Diego and San Francisco. These establishments countered against feared occupation of the coast by Russian or English forces.

As a function of this effort by the Spanish government to establish military presence on the West Coast, an expedition left the colony at San Diego in the summer of 1769 under the command of Don Gaspar de Portola, the governor of Baja, California. The objective was to locate an overland route to Monterey Bay and prospect for presidio locations along the route. Portola's expedition passed through the area on its return to San Diego.

Following Portola's expedition, Spanish visits and activity increased. An expedition led by Juan Bautista de Anza passed through the area in the spring of 1776. A presidio was established in Santa Barbara in 1782 to fill the gap between previously established presidios in Monterey and San Diego. This established a permanent European presence in the area, and was shortly followed by the establishment of the Missions at Santa Barbara in 1786. This mission had a strong effect on the Chumash in the general project area.

It seems certain that a number of the Chumash left for the missions, though chapels were built for those remaining in the rancherias in the Goleta area. The Chumash who did move to the missions worked in agriculture or herding, and steps were taken to assimilate them to European styles of life. This proved to be dangerous to the health of the Chumash populations, as they were exposed to European diseases to which they had no immunity. Chumash populations went into a steep decline.

When Mexico gained its independence from Spain in 1821, Alta, California - and the subject (including residential and open space component areas) - became part of the new country. Approaches to church control changed as government control devolved to Mexico City and to the Mexican territorial and state governors.

It had never been the intention of the Spanish and the successor Mexican government that the missions would remain as permanent entities controlling the economies of the frontier areas. With independence, the Mexican government began a process of secularization of mission properties that was concluded in 1833. Missions were turned into parish churches and regional commissions were established to dispose of the properties and resettle the Indians affiliated with the missions. Mexican government policy was to give mission properties and other unclaimed land to prominent citizens who would be required to build home and facilities and develop the properties. The period

of California history known as the Ranch Period began as a class of wealthy landowners known as "rancheros" controlled the state. They built large ranches based on cattle hide and tallow productions.

Approximately 40 of these land grants were made in Santa Barbara County during this period. The project area was originally located within the Rancho De Los Pueblos grant. The grant was made to Nicolas A. Den, a native Irishman, in 1842.

The United States and Mexico went to war in 1846 over the annexation of Texas. With the end of the war in 1848, the treaty of Guadalupe-Hidalgo ceded California to the United States. The annexation of California dislocated the dominant Hispanic culture due to the change in government control and the influx of large numbers of Anglo-Americans. Land titles were a major source of conflict between the two cultures. In 1851, a land act was passed that required Mexican and American courts to confirm Spanish land grants. Many of the ranchos were broken up, as the owners were unable to produce sufficient documentation to satisfy the courts.

Den's claim to Ranch De Los Pueblos was confirmed, and it remained in his control until his death in 1862. Thereafter, it was subdivided into a number of different ranches, two of which were owned by his sons Alphonse and August. Most prominent among these subsequent owners was William W. Hollister, after whom Hollister Avenue is named. The properties passed through several hands through the balance of the 19th Century. In 1919, a retired British army officer, Colin Campbell, purchased the majority of the property near Coal Oil Point to develop a major country estate. Many features of this estate developed in the 1920s and 1930s, such as the access road and mansion, are present today. The Devereux Foundation purchased the Campbell Ranch in 1945 and opened Devereux School.

Exhibit "L"

Animal Waste Management Program

Animal Waste Management

The use of mutt mitt dispensers (animal waste collection bags) by the public and their pets help protect the water quality of the Devereux Creek Watershed, adjacent to the Ali D'Oro residential subdivision. A mutt-mitt dispenser and trash receptacle shall be installed at the trailheads from the Ali D'Oro residential subdivision to the City of Goleta's Open Space Area. The dispenser and trash receptacle shall be maintained by the Homeowner's Association. The signage and dispenser used should match the signage and dispenser used at the City of Goleta's parking lot across from Ellwood School (see attached excerpt of City of Goleta's signage program).

SIGN 4 OF 9: Parking Lot Mutt Mitt Dispenser

Relocate Existing Dispenser to New Parking Lot

Existing Dimensions:

Dispenser = 10 inches by 17 inches

Sign = 12 inches by 12 inches

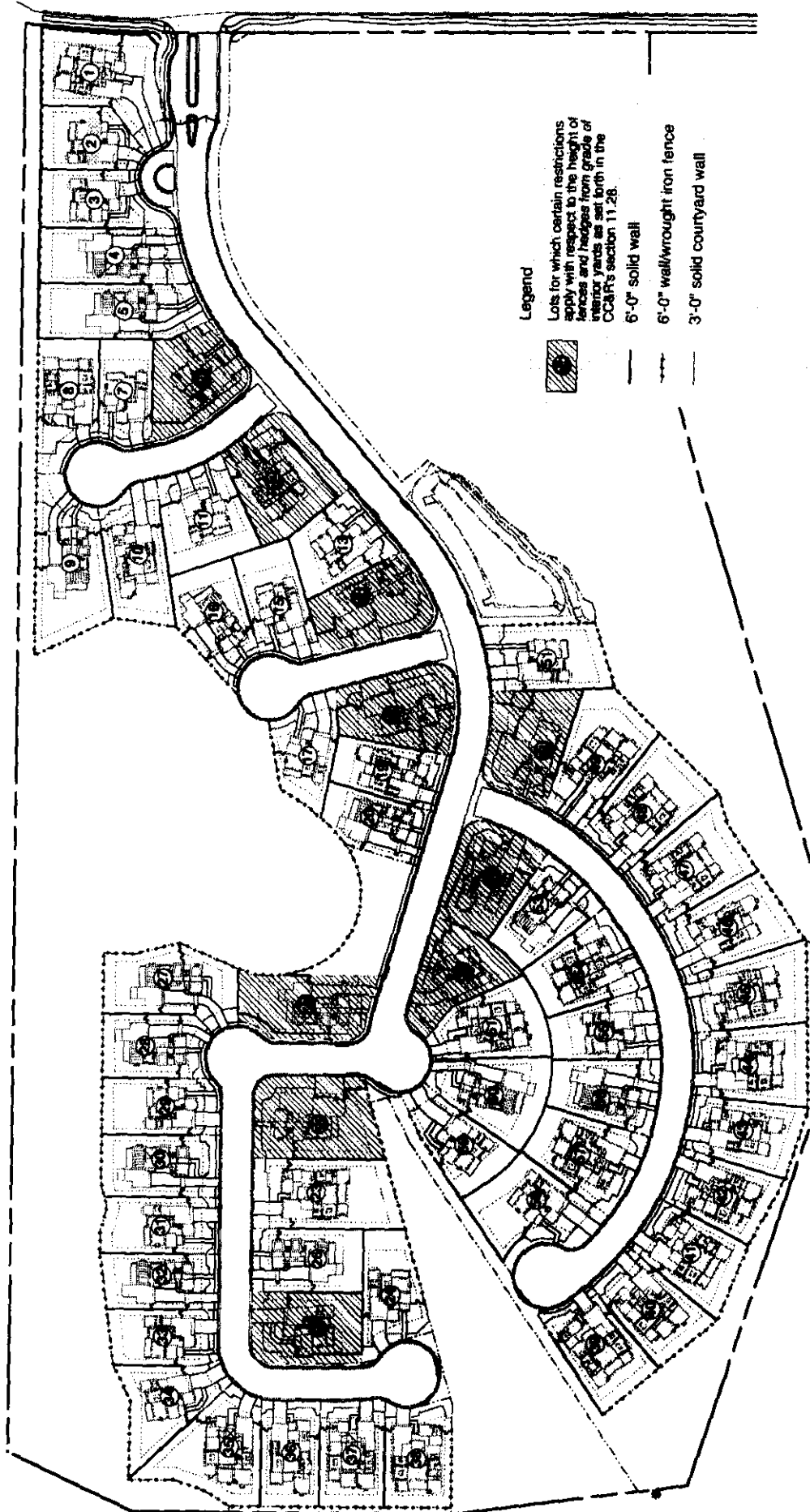
Wood 4x4 Post = 5 feet

Note: Eliminate Flier Box



Exhibit "M"

Restricted Fencing Areas



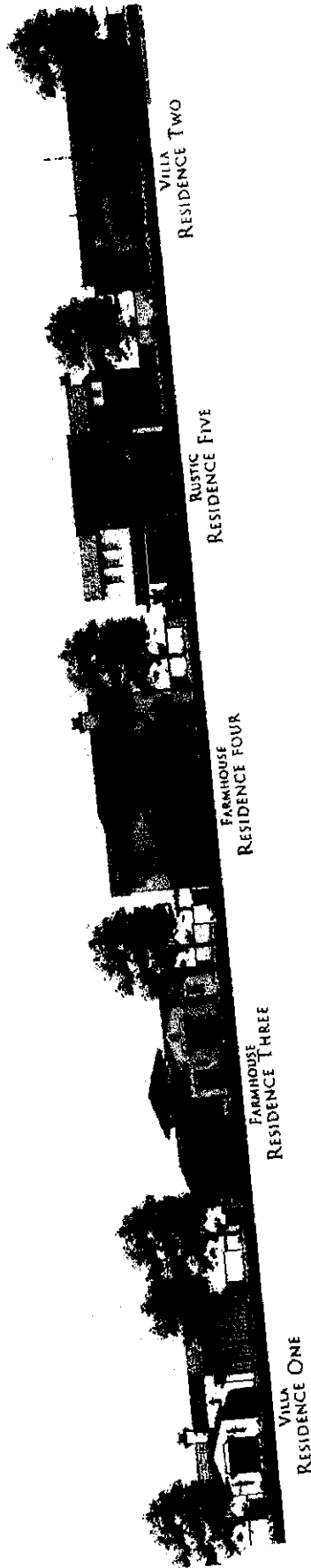
All D'Oro Exhibit
 Restricted Fencing Areas
 not to scale

~~301 of 460~~

Exhibit "N"
Architectural Plans

CONCEPTUAL APPROVAL ONLY
CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



306 of 1160

CONCEPTUAL
STREET SCENE

ALI D'ORO

GOLETA, CALIFORNIA
WILLIAM HEZMALHALCH ARCHITECTS, INC.

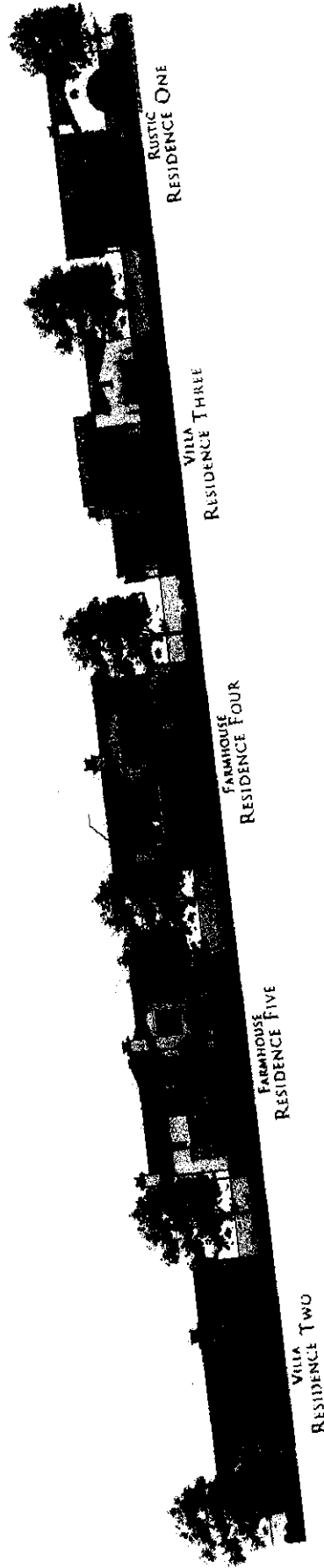
200125A01 FEBRUARY 17, 2004

COMSTOCK HOMES



CONCEPTUAL APPROVAL ONLY
CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



0974 of 100

CONCEPTUAL REAR
STREET SCENE

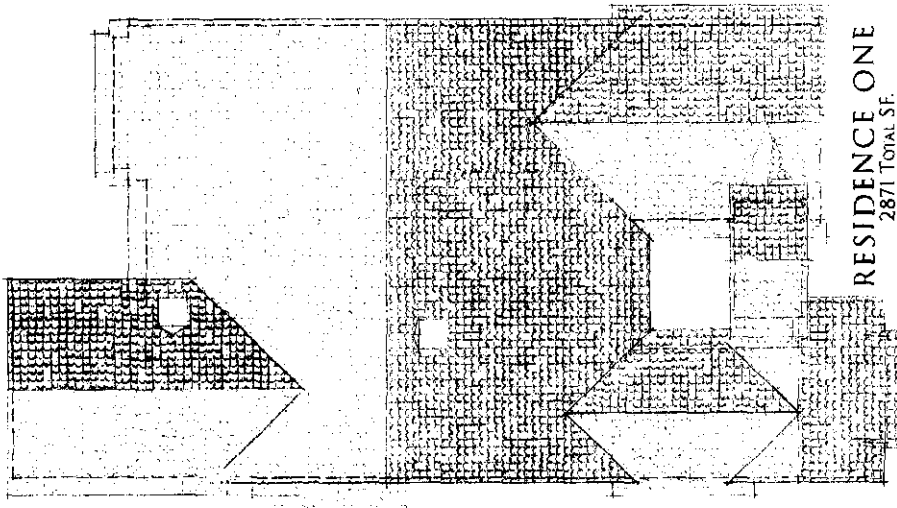
ALI D'ORO
GOLETA, CALIFORNIA
WILLIAM HEZMALHALCH ARCHITECTS, INC.
COMSTOCK HOMES

2001324.01 FEBRUARY 17, 2004

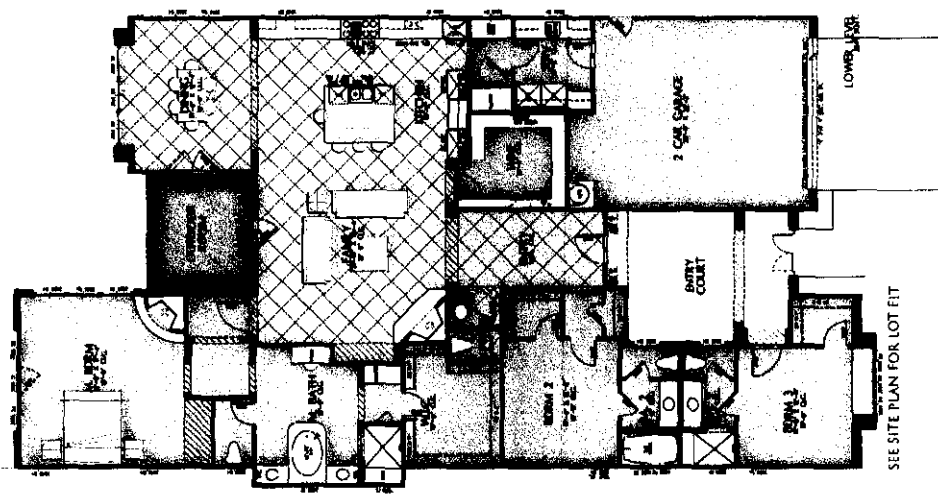


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CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



RESIDENCE ONE
2871 TOTAL SF
3 BDRM / 3.5 BATH / RETREAT
3-CAR TANDEM
DEPTH OF HILL 3.0'
ELAN 1
LOT 30
ELEV. FROM SF 65.00 FT
62.00 FT



.0-16

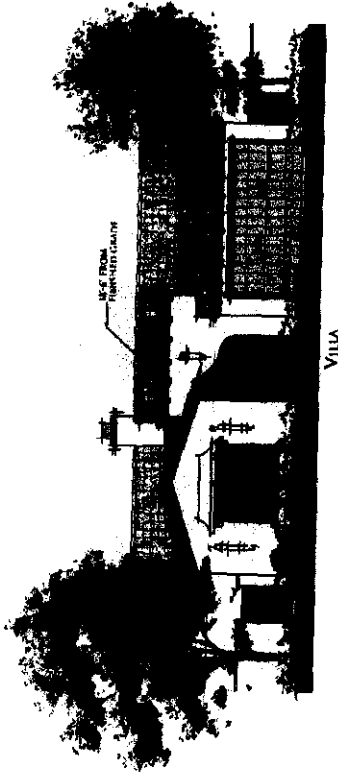
ALI D'ORO
GOLETA, CALIFORNIA
COMSTOCK HOMES WILLIAM HEZMALHALCH ARCHITECTS, INC.

2001334.01 FEBRUARY 17, 2004

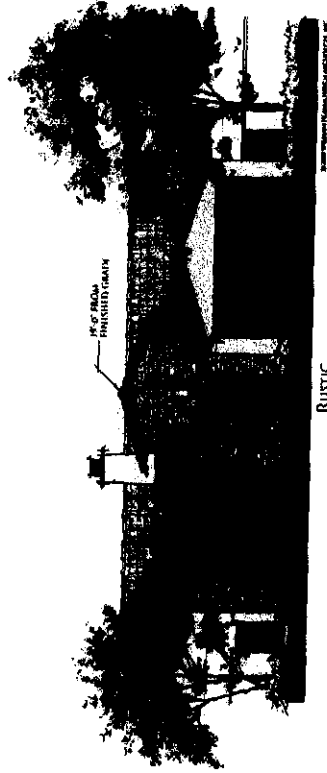
208 of 1160

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CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



094-160



FRONT ELEVATIONS
RESIDENCE ONE

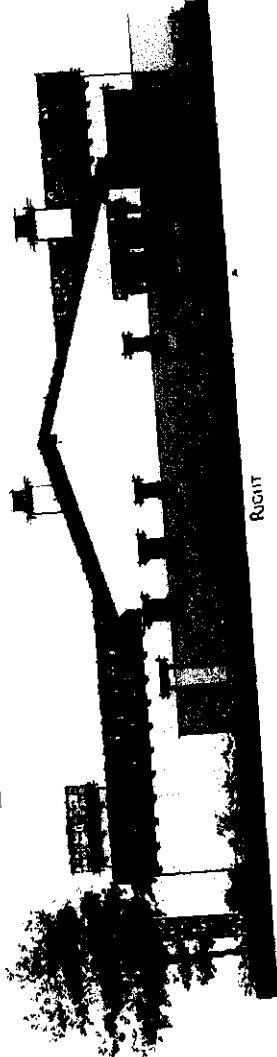
ALI D'ORO
GOLETA, CALIFORNIA
COMSTOCK HOMES WILLIAM HEZMALHALCH ARCHITECTS, INC.



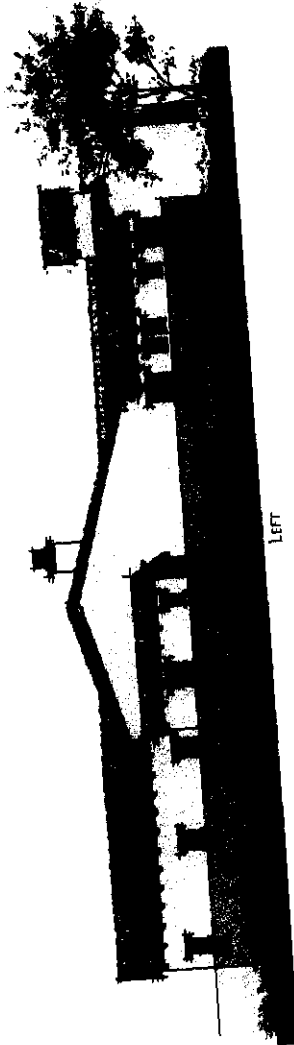
CONCEPTUAL APPROVAL ONLY
CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES

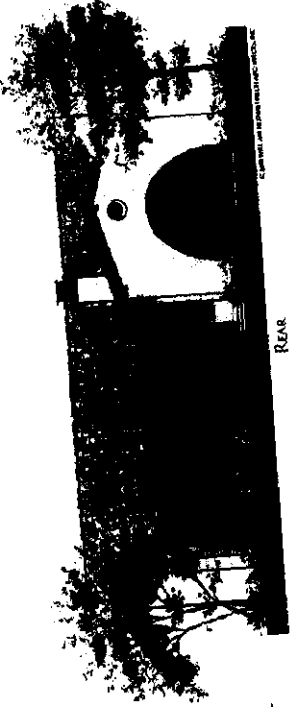
AS SHOWN
FINISHED GRADE



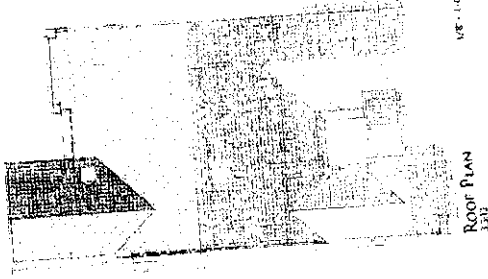
RIGHT



LEFT



REAR



ROOF PLAN
3312

VF-110

EXTERIOR RUSTIC ELEVATIONS
RESIDENCE ONE

ALI D'ORO

GOLETA, CALIFORNIA
WILLIAM HEZMALHALCH ARCHITECTS, INC.

COMSTOCK HOMES



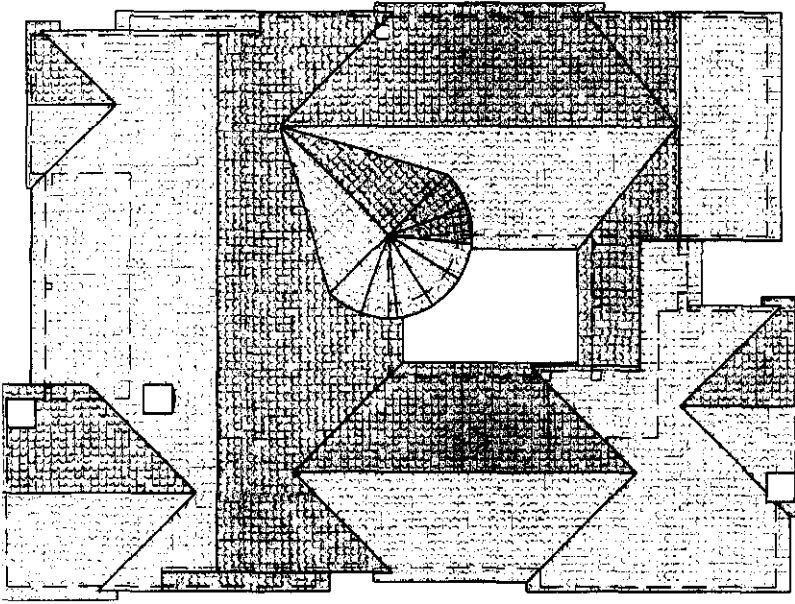
2001334-01 FEBRUARY 17, 2004

0910 of 4160

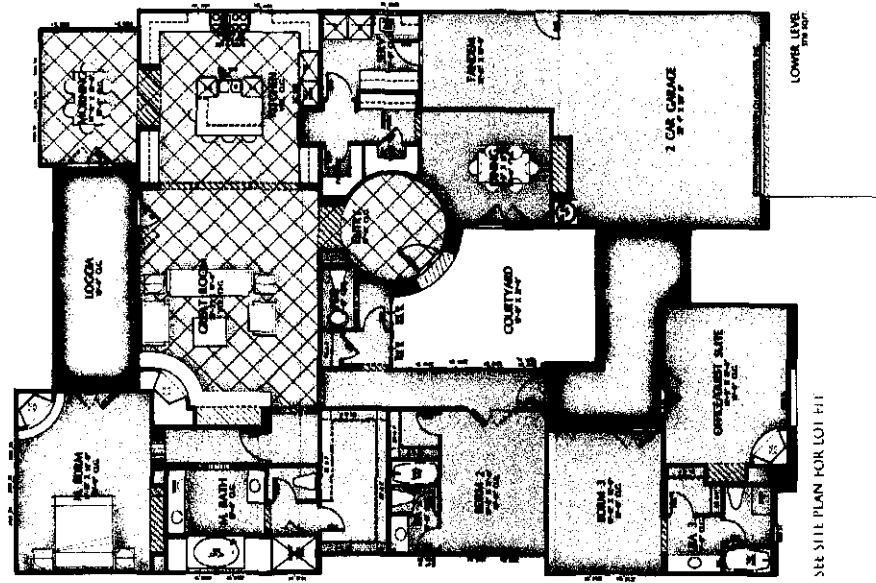
CONCEPTUAL APPROVAL ONLY
CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES

38'-0"



81'-0"



LOWER LEVEL
3RD FLOOR

SEE SITE PLAN FOR LOT FIT

RESIDENCE TWO

3 BDRM / 3.5 BATH / OFFICE / GUEST SUITE	3238 TOTAL SF
2-CAR + STORAGE	ELEV. FROM GF 62.80 FC
PLAN 2	LOT 46
	DEPTH OF HILL 2.8'
	60.00 EX

ALI D'ORO
GOLETA, CALIFORNIA
COMSTOCK HOMES WILLIAM HEZMALHALCH ARCHITECTS, INC.



2001334.01 FEBRUARY 17, 2004

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CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



0917-10-018

FRONT ELEVATIONS
RESIDENCE TWO

ALI D'ORO
GOLETA, CALIFORNIA
WILLIAM HEZMALHALCH ARCHITECTS, INC.

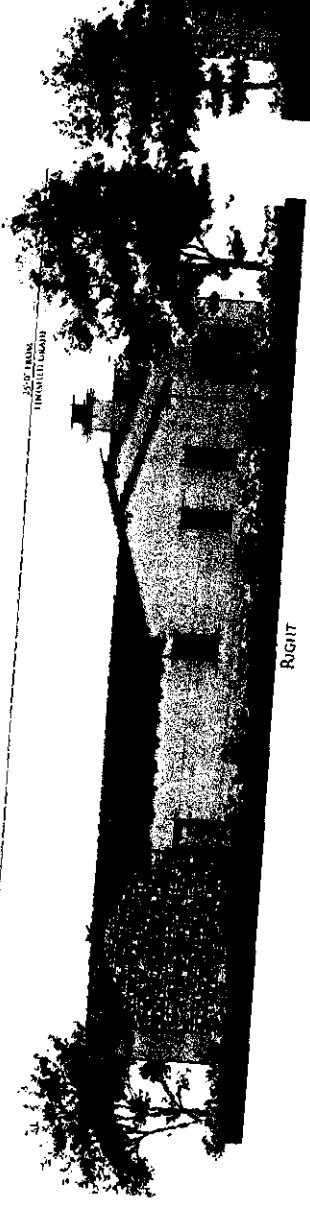
COMSTOCK HOMES

200132401 FEBRUARY 17, 2004

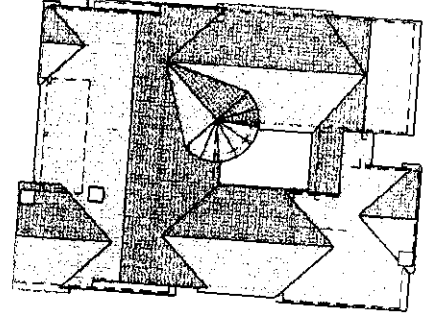


CONCEPTUAL APPROVAL ONLY
CITY OF GOLETA

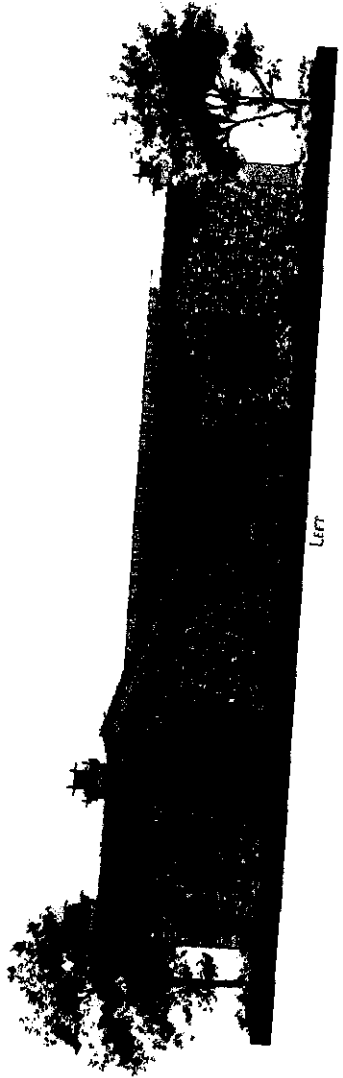
COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



Rear



ROOF PLAN
1/8"



Left

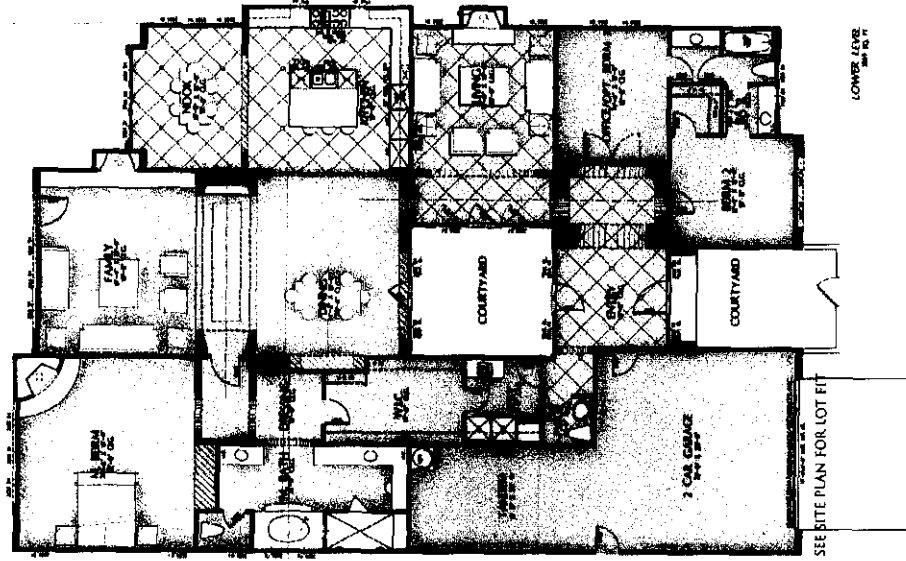
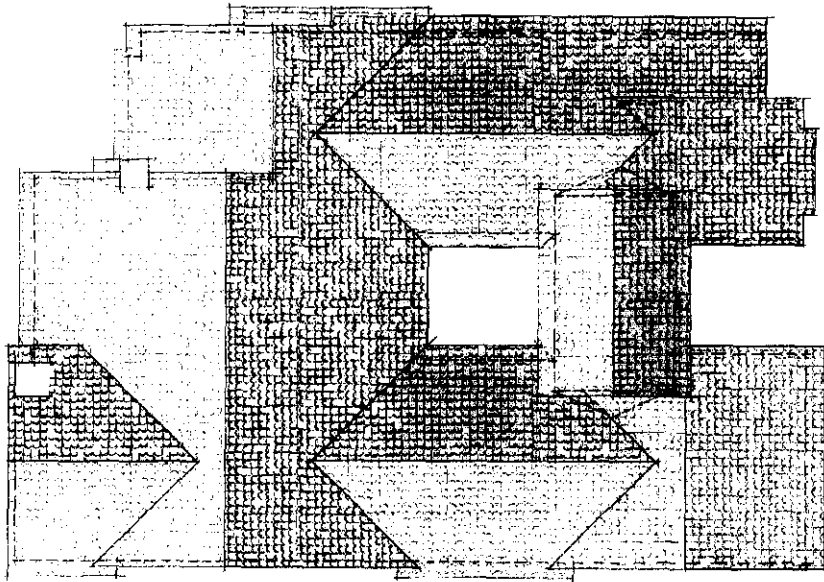
EXTERIOR VILLA ELEVATIONS
RESIDENCE TWO

ALI D'ORO
COMSTOCK HOMES GOLETA, CALIFORNIA
WILLIAM HEZMALHALCH ARCHITECTS, INC.

2001324.01 FEBRUARY 17, 2004

091 of 460

30'-0"



RESIDENCE THREE

3395 TOTAL SF
2 BDRM / 2.5 BATH / OPT. BDRM 3 / OFFICE
3-CAR TANDEM
PLAN LOT 69 DEPTH OF ELL 2.8' ELEV. FROM G.F.
62.80 FG
60.00 FA

LOWER LEVEL
20' x 10' 7"

SEE SITE PLAN FOR LOT FIT

ALI D'ORO
GOLETA, CALIFORNIA
COMSTOCK HOMES WILLIAM HEZMALHALCH ARCHITECTS, INC.



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CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



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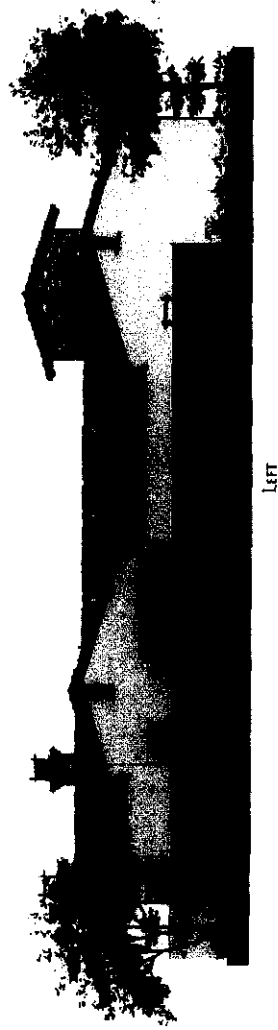
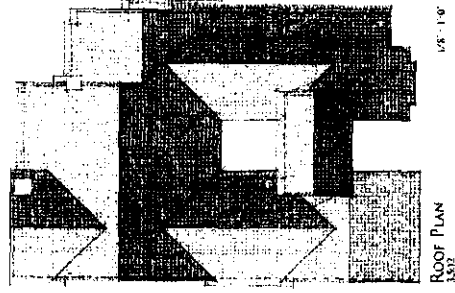
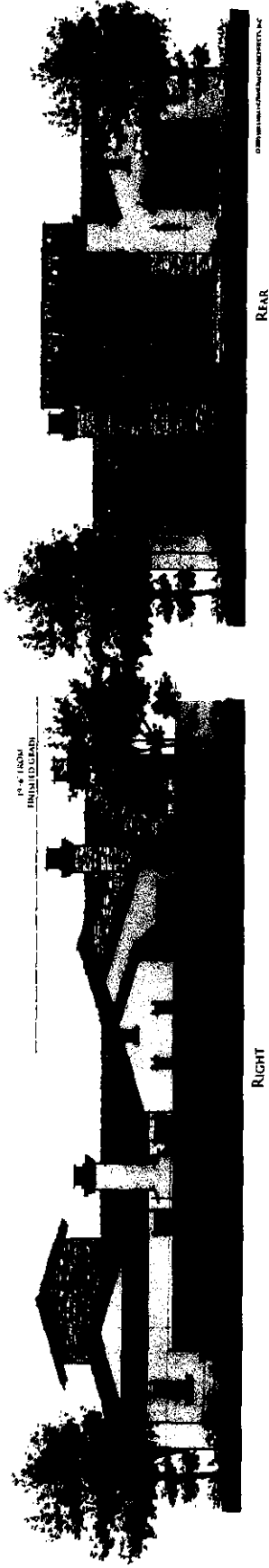
FRONT ELEVATIONS
RESIDENCE THREE

ALI D'ORO
COMSTOCK HOMES
GOLETA, CALIFORNIA
WILLIAM HEZMALHALCH ARCHITECTS, INC.

REVISED JUNE 28, 2004
2001324/01 FEBRUARY 17, 2004

CONCEPTUAL APPROVAL ONLY
CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



EXTERIOR VILLA ELEVATIONS
RESIDENCE THREE

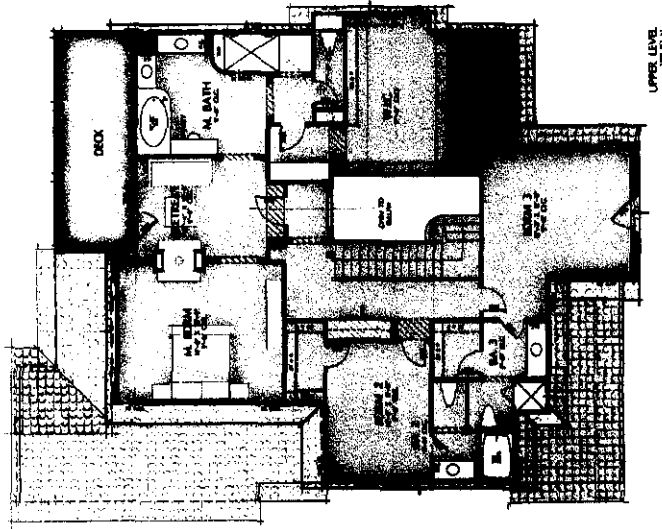
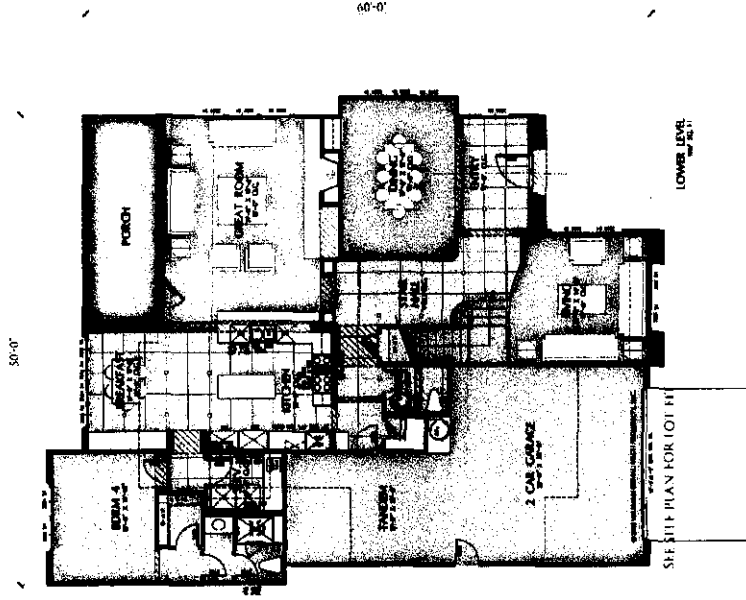
ALI D'ORO
GOLETA, CALIFORNIA
COMSTOCK HOMES WILLIAM HEZMALHALCH ARCHITECTS, INC.

REVISED JUNE 29, 2004
2001354.01 FEBRUARY 17, 2004

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CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



RESIDENCE FOUR

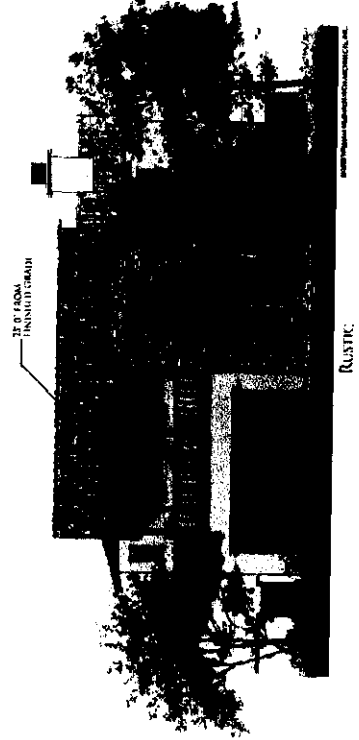
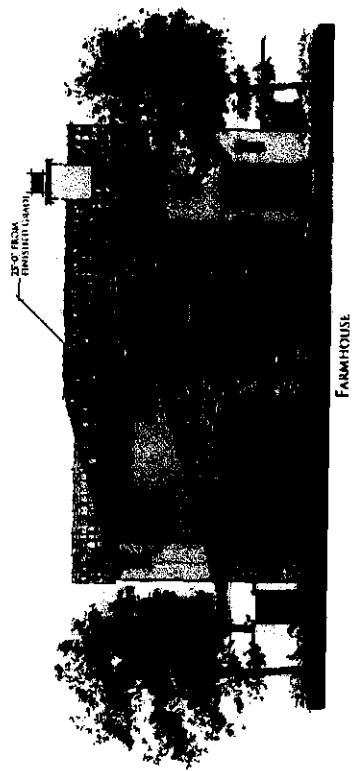
3768 TOTAL SF	
4	BDRM / 4.5 BATH / RETREAT
PLAN	4
LOI	23
3-CAR TANDEM	DEPTH OF HILL
ELEV. FROM GF	62.30 FC
	60.30 EX

ALI D'ORO
GOLETA, CALIFORNIA
COMSTOCK HOMES WILLIAM HEZMALHALCH ARCHITECTS, INC.

0974 50 LIS

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COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



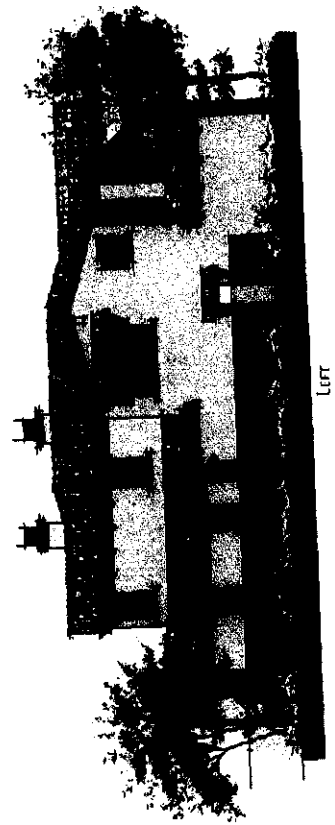
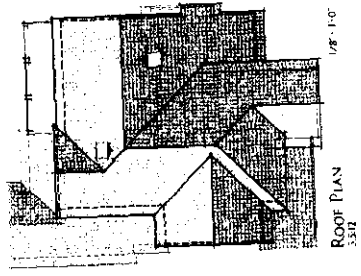
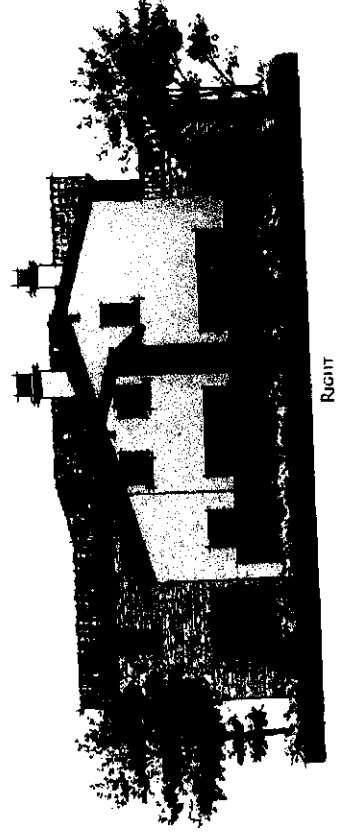
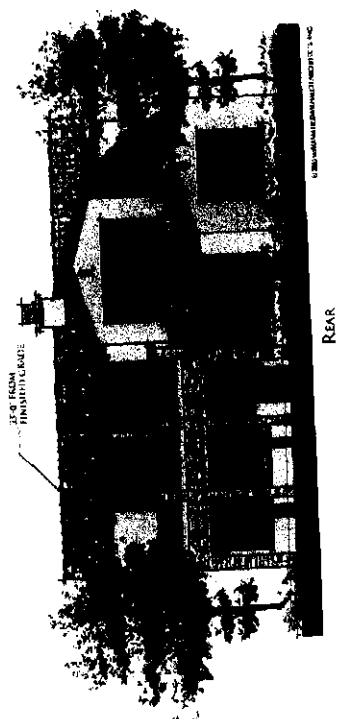
FRONT ELEVATIONS
RESIDENCE FOUR

ALI D'ORO
GOLETA, CALIFORNIA
COMSTOCK HOMES WILLIAM HEZMALHALCH ARCHITECTS, INC.



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CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



EXTERIOR FARMHOUSE ELEVATIONS
RESIDENCE FOUR

ALI D'ORO

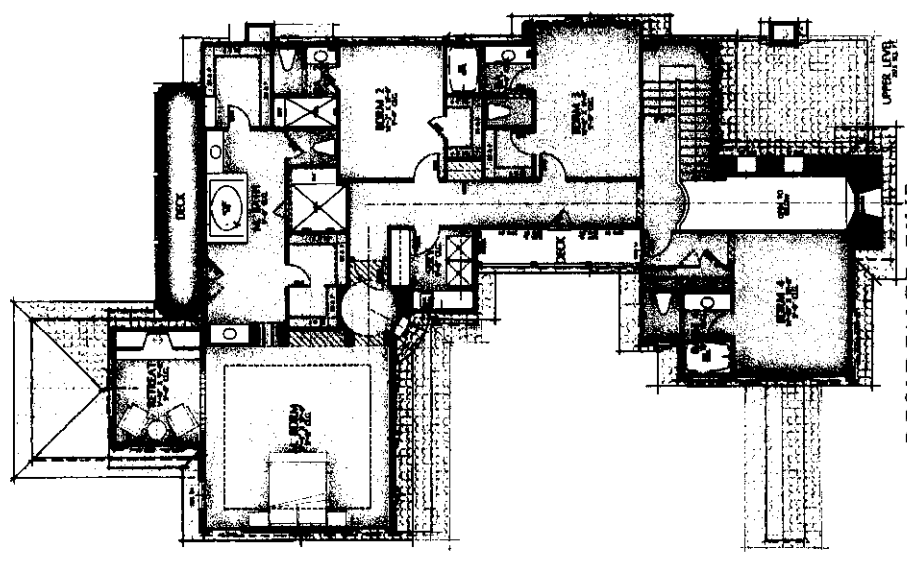
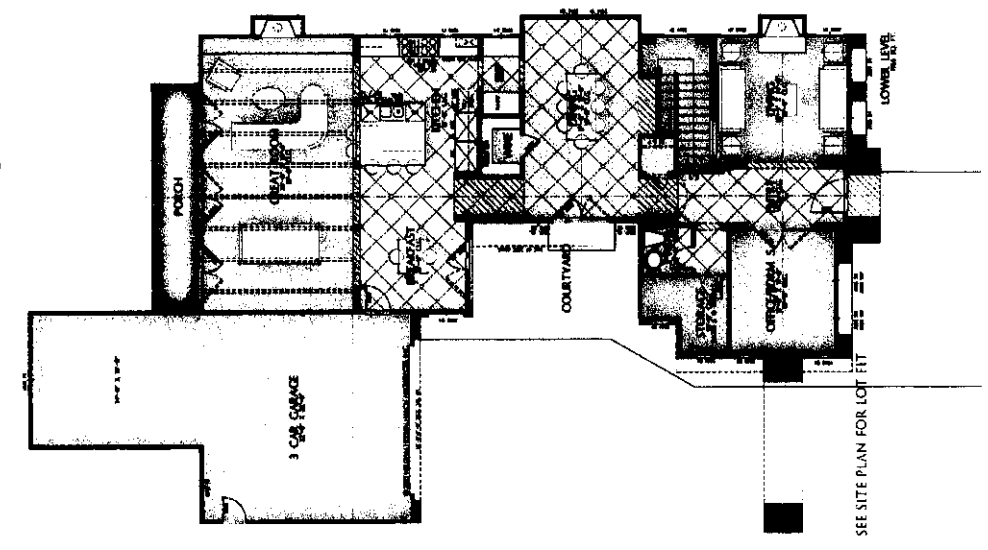
COMSTOCK HOMES
GOLETA, CALIFORNIA
WILLIAM HEZMALHALCH ARCHITECTS, INC.

2001304.01 FEBRUARY 17, 2004

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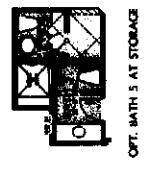
COMMUNITY PLANNING &
ENVIRONMENTAL SERVICE

52' 0"



RESIDENCE FIVE

4141 TOTAL SF.
4 BDRM / 4.5 BATH / OPT. BDRM 5 & BATH 5
3-CAR TANDEM
DEPTH OF ELL. 2.6'
ELEV. FROM G.E. 60.60' VC
58.00' LA



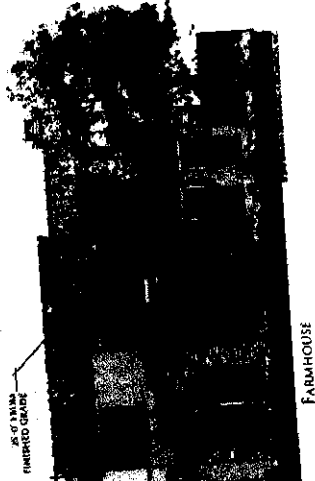
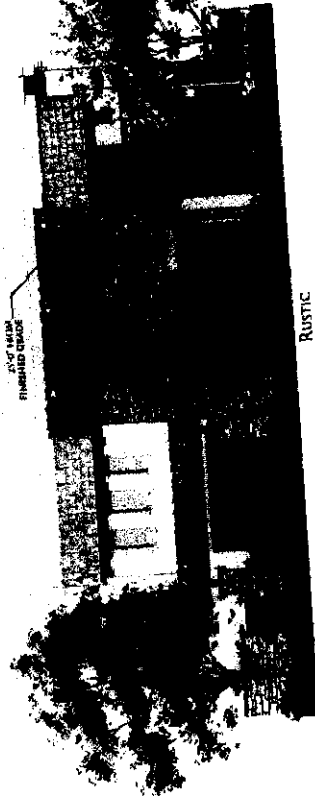
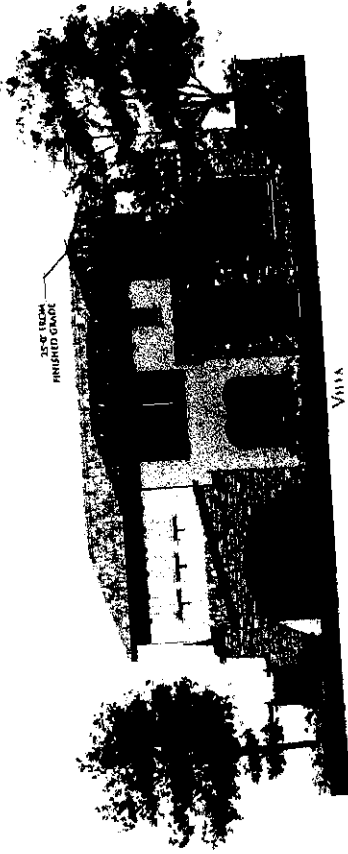
OPT. BATH 5 AT STORAGE

ALI D'ORO
GOLETA, CALIFORNIA
COMSTOCK HOMES WILLIAM HEZMALHALCH ARCHITECTS, INC.

~~091 OF 460~~

CONCEPTUAL APPROVAL ONLY
CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



FRONT ELEVATIONS
RESIDENCE FIVE

ALI D'ORO

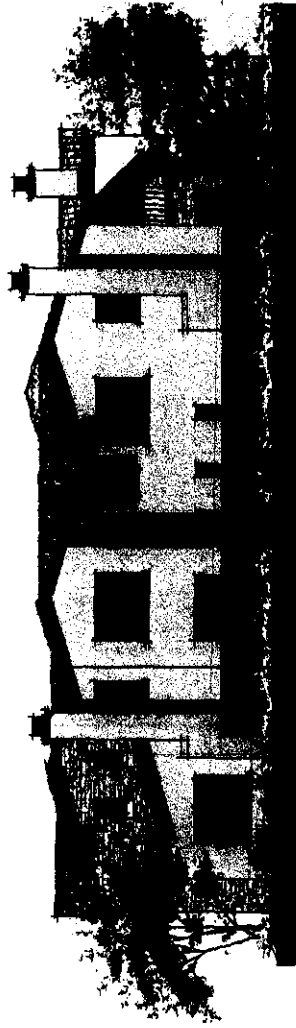
GOLETA, CALIFORNIA
WILLIAM HEZMALHALCH ARCHITECTS, INC.

COMSTOCK HOMES

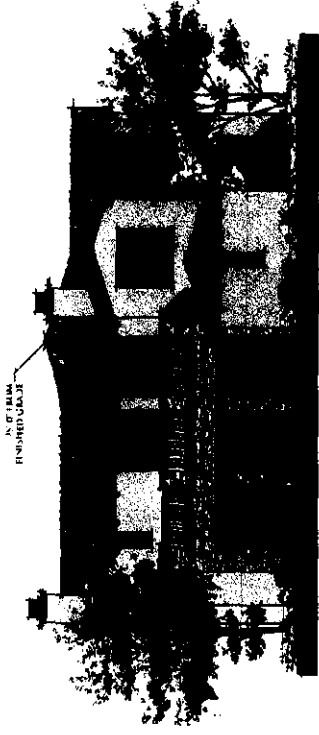
20033401 FEBRUARY 17, 2004

CONCEPTUAL APPROVAL ONLY
CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES

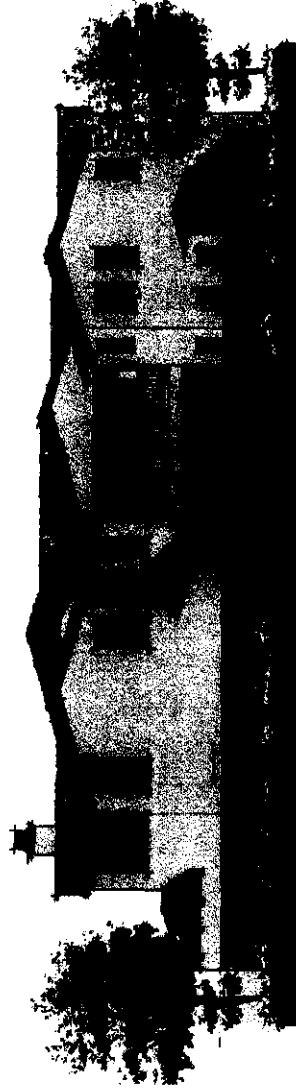


RIGHT

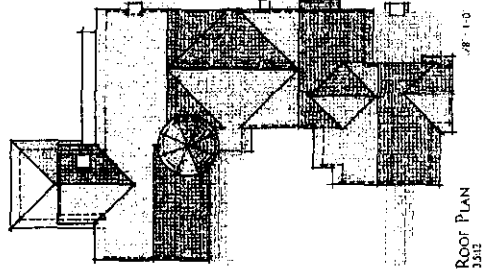


REAR

~~382 of 110~~



LEFT



ROOF PLAN
3312

EXTERIOR FARMHOUSE ELEVATIONS
RESIDENCE FIVE

ALI D'ORO
GOLETA, CALIFORNIA
COMSTOCK HOMES WILLIAM HEZMALALCH ARCHITECTS, INC.



CONCEPTUAL APPROVAL ONLY
CITY OF GOLETA

COMMUNITY PLANNING AND
ENVIRONMENTAL SERVICES



LEFT
RESIDENCE ONE

RIGHT
RESIDENCE THREE

~~383-4460~~



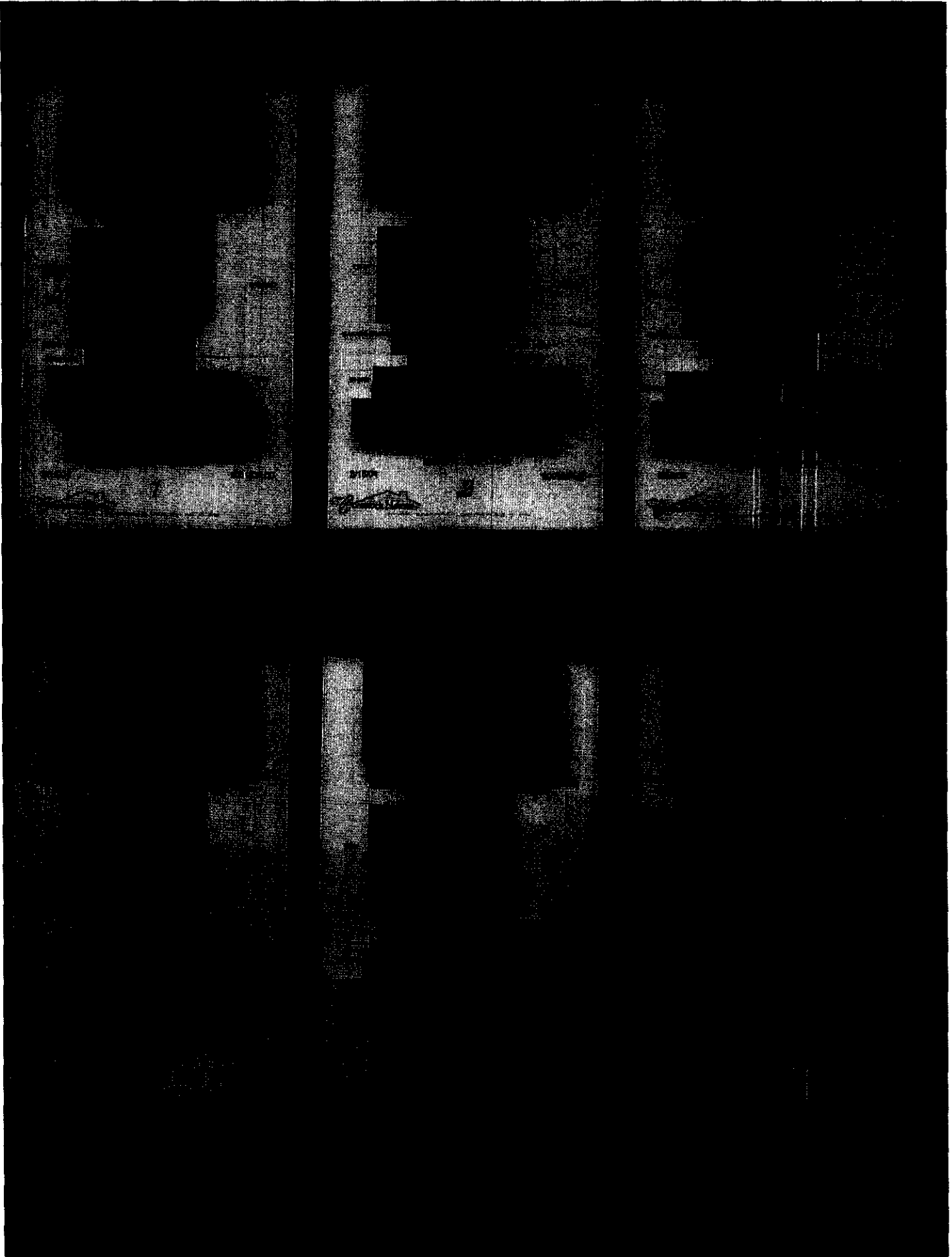
RIGHT
RESIDENCE FOUR

RIGHT
RESIDENCE FIVE

ENHANCED ELEVATIONS
AT CORNER LOTS

ALI D'ORO
GOLETA, CALIFORNIA
COMSTOCK HOMES WILLIAM HEZMALHALCH ARCHITECTS, INC.

2001334.01 FEBRUARY 17, 2004



~~324 465~~

Exhibit "O"

Final Map

~~385 of 460~~

TRACT MAP No. 32,008

**BEING A SUBDIVISION OF A PARCEL ONE PER PARCEL
MAP No. 32,014 BOOK 68 PAGES 44 THROUGH 47**

COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA

AUGUST 2005 SHEET 1 OF 11 SHEETS

BENEFICIARY'S STATEMENT

I, NATIONAL BANK AS BENEFICIARY UNDER DEED OF TRUST RECORDED
FEBRUARY 4, 2005 UNDER INSTRUMENT No. 2005-0010330,
OF OFFICIAL RECORDS.

Stephen Hernandez P/s/c/s
DATE
PRINT NAME AND TITLE: Stephen Hernandez, Vice President
AMERICAN SAVINGS AND INVESTMENT CO.
DATE AVE 25, 2005

PRINT NAME AND TITLE: ALITHIA SPENNER, Ass't Sec.

NOTARY

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA
ON THIS 25 DAY OF August, 2005, BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED ALITHIA SPENNER,
PERSONALLY KNOWN TO ME (OR 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 CONSENTED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN
FREE AND VOLUNTARY ACT AND CONSCIOUSNESS, AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE SAID INSTRUMENT, HE/SHE/THEY DEEMED AND INTENDED THAT
THE SAID INSTRUMENT SHOULD BE CONSIDERED AS THE ACT OF THE ENTIRETY UPON BEHALF OF
WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT, WITNESS MY HAND AND
OFFICIAL SEAL.

Alithia Spenner E.W. Mack
DATE
PRINTED



MY COMMISSION EXPIRES June 2, 2008
PRINCIPAL OFFICE LOCATED IN THE COUNTY OF San Diego
STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA Los Angeles

OWNER'S STATEMENT

I, (WE) HEREBY STATE THAT I, (WE) AM (ARE) THE OWNER(S) OF OR HAVE AN
INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THE
ANNEXED MAP, AND THAT I, (WE) AM/ARE THE ONLY PERSON(S) WHOSE CONSENT
IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND. I, (WE) CONSENT TO THE
MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE
DISTINCTIVE BORDER LINES.

WE ALSO HEREBY DEMAND TO THE CITY OF GOLETA THE EASEMENTS SHOWN
HEREON FOR THE PURPOSES SET FORTH.

BY: GOLETA INVESTMENT PARTNERS, LLC A CALIFORNIA LIMITED LIABILITY COMPANY.

Robert Coumstock R. C. Coumstock
DATE
PRINT NAME AND TITLE: ROBERT COUMSTOCK, PRESIDENT

NOTARY

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA
ON THIS 24 DAY OF August, 2005, BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,
PERSONALLY APPEARED
PERSONALLY KNOWN TO ME (OR 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 CONSENTED TO ME THAT HE/SHE/THEY EXECUTED THE
SAME IN FREE AND VOLUNTARY ACT AND CONSCIOUSNESS, AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE INSTRUMENT, HE/SHE/THEY DEEMED AND INTENDED THAT
THE SAID INSTRUMENT SHOULD BE CONSIDERED AS THE ACT OF THE ENTIRETY UPON BEHALF
OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT, WITNESS MY HAND
AND OFFICIAL SEAL.

Chelsea Shelley Chelsea Shelley
DATE
PRINTED

MY COMMISSION EXPIRES: October 18, 2008
PRINCIPAL OFFICE LOCATED IN THE COUNTY OF Santa Barbara



SURVEYOR'S STATEMENT

I, JOSE GARDENAS, HEREBY STATE THAT IN (DATE, 2005) A SURVEY OF WHICH
THESE EASEMENTS ARE PART WAS MADE BY ME OR UNDER MY CLOSE PERSONAL
DIRECTION, AND THAT ALL INSTRUMENTS SHOWN ARE OF THE CHARACTER AND
OCCUPY THE POSITIONS INDICATED OR WILL BE IN SUCH POSITIONS WITHIN ONE
YEAR FROM THE RECORDATION OF THIS MAP, AND SAID MONUMENTS ARE, OR WILL
BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

Jose Gardenas Jose Gardenas
DATE
PRINTED

JOSE GARDENAS P.L.S. NO. 6481
License expiration date: JULY 30, 2007



CITY SURVEYOR'S STATEMENT

MICHAEL B. EDWARDS, CITY SURVEYOR FOR THE CITY OF GOLETA, HEREBY STATE
THAT I HAVE EXAMINED THE MAP AND THAT THE SUBDIVISION AS SHOWN IS
SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND THAT I
APPROVED ALTERNATIONS THEREOF, AND THAT I AM SATISFIED THAT THE MAP IS
TECHNICALLY CORRECT.

MICHAEL B. EDWARDS P.L.S. 5089
CITY SURVEYOR
License expiration date: 12 / 31 / 06

CITY ENGINEER'S STATEMENT

I, STEVEN D. WAGNER, CITY ENGINEER FOR THE CITY OF GOLETA, HEREBY STATE THAT
I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION AS SHOWN IS
SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND THAT I
APPROVED ALTERNATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION
MAP ACT AND LOCAL SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF THE
APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

STEVEN D. WAGNER
CITY ENGINEER
R.C.E. 47,849
License expiration date: 12 / 31 / 2005

CITY OF GOLETA CLERK'S STATEMENT

I, LUCIO ROMERO SORLET, INTERIM CLERK FOR THE CITY OF GOLETA, HEREBY STATE
THAT THIS MAP OF TRACT MAP NO. 32,008 WAS DULY ADOPTED, AND APPROVED BY
THE CITY COUNCIL OF THE CITY OF GOLETA ON THE 25 DAY OF 2005,
CONSENTED TO ENFORCE THEREON ITS APPROVAL AND ACCEPTANCE OF PUBLIC
EASEMENTS SHOWN HEREON.

LUCIO ROMERO SORLET, INTERIM CLERK OF THE CITY OF GOLETA
BY: _____ DATE _____

CLERK OF THE BOARD'S STATEMENT

I, MICHAEL F. BROWN, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
SANTA BARBARA, DO HEREBY STATE THAT PURSUANT TO GOVERNMENT CODE SECTION
26004 (STATE SUBDIVISION MAP ACT) THAT THE CERTIFICATES AND DEPOSITS
RECORDED IN THIS SUBDIVISION MAP ACT, AND SECTION 26004 (STATE
SUBDIVISION MAP ACT) ON THE PROPERTY WITHIN THIS SUBDIVISION HAVE BEEN FILED
AND MADE.

MICHAEL F. BROWN, CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA BARBARA

BY: _____ DEPUTY _____ DATE _____

RECORDER'S STATEMENT

I, HEREBY STATE THAT THIS TRACT MAP NO. 32,008, CONSISTING OF 11 SHEETS, WAS
ACCEPTED AND RECORDED ON _____ 2005, IN BOOK _____
CALIFORNIA AT _____ M. AT THE REQUEST OF JOSE GARDENAS.

JOSEPH E. HOLLAND, COUNTY CLERK - RECORDER - ASSESSOR

BY: _____ DEPUTY _____

APR 079-210-67 (portion)

BK 201 Pgs 1-11

TRACT MAP No. 32,008

**BEING A SUBDIVISION OF A PARCEL ONE PER PARCEL
MAP No. 32,014 BOOK 59 PAGES 44 THROUGH 47**

COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA

AUGUST 2005 SHEET 2 OF 11 SHEETS

NOTE

THIS MAP IS SUBJECT TO CERTAIN CONDITIONS AND INFORMATION INCLUDED IN A
"NOTICE" AND RECORDED CONCURRENTLY AS INSTRUMENT NO. O.R.

EASEMENT HOLDER

THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED PURSUANT TO
SECTION 6444S (*) OF THE GOVERNMENT CODE (SUBDIVISION MAP ACT).

EASEMENTS SOUTHERN CALIFORNIA ERIKSON Co., for utility purposes by deed recorded August
24, 1964, in Book 2088, pages 538, of Official Records. (4' x 60' Strip)

GOLETA WATER DISTRICT, for water lines and utilities per Official Record recorded on
July 22, 2005 per Instrument Number 2005-

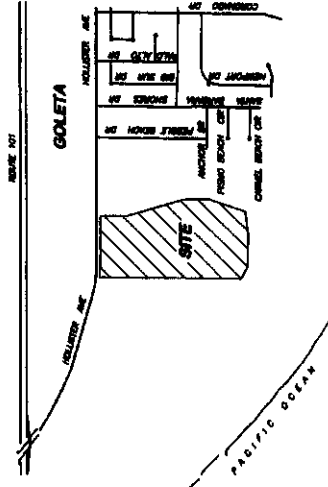
MINERAL RIGHTS HOLDER STATEMENT

THE SIGNATURES OF THE FOLLOWING MINERAL HOLDERS HAVE BEEN OMITTED UNDER THE
PROVISIONS OF SECTION 84438 (a)(3)(C) OF THE GOVERNMENT CODE (STATE SUBDIVISION MAP
ACT):

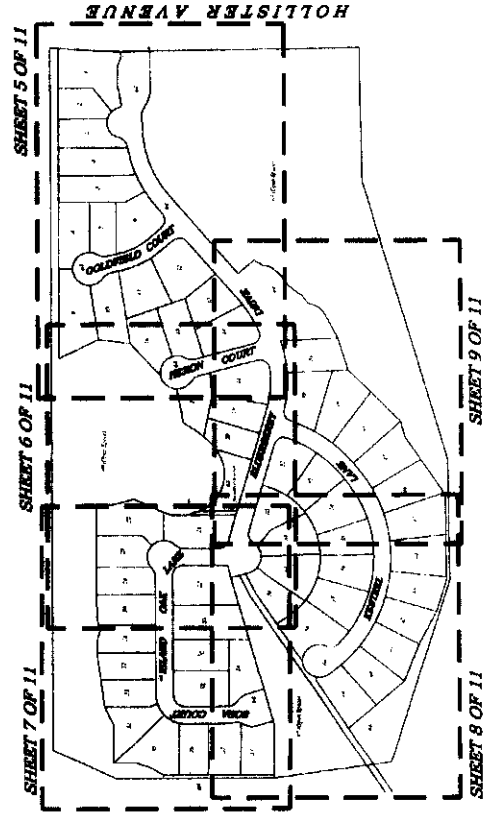
BRISSELL E. DOTY AND ORA B. DOTY, BY DECREE OF PARTITION DATED MARCH 29, 1960, A
CERTIFIED COPY OF WHICH IS FILED IN THE OFFICE OF THE COUNTY CLERK OF SANTA
BARBARA COUNTY, CALIFORNIA, ON APRIL 11, 1960 AS INSTRUMENT NO. 17719, IN
BOOK 1728, PAGE 527 OF OFFICIAL RECORDS.

AS SET OUT IN THAT FINAL ORDER AND JUDGMENT OF CONDEMNATION NO. 18089 BY THE
SUPERIOR COURT FOR THE COUNTY OF SANTA BARBARA RETURNED SEPTEMBER 16, 1997 AS
INSTRUMENT NO. 97-02263 OF OFFICIAL RECORDS.

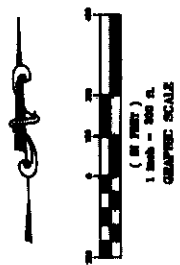
327 of 460



VICINITY MAP
NOT TO SCALE

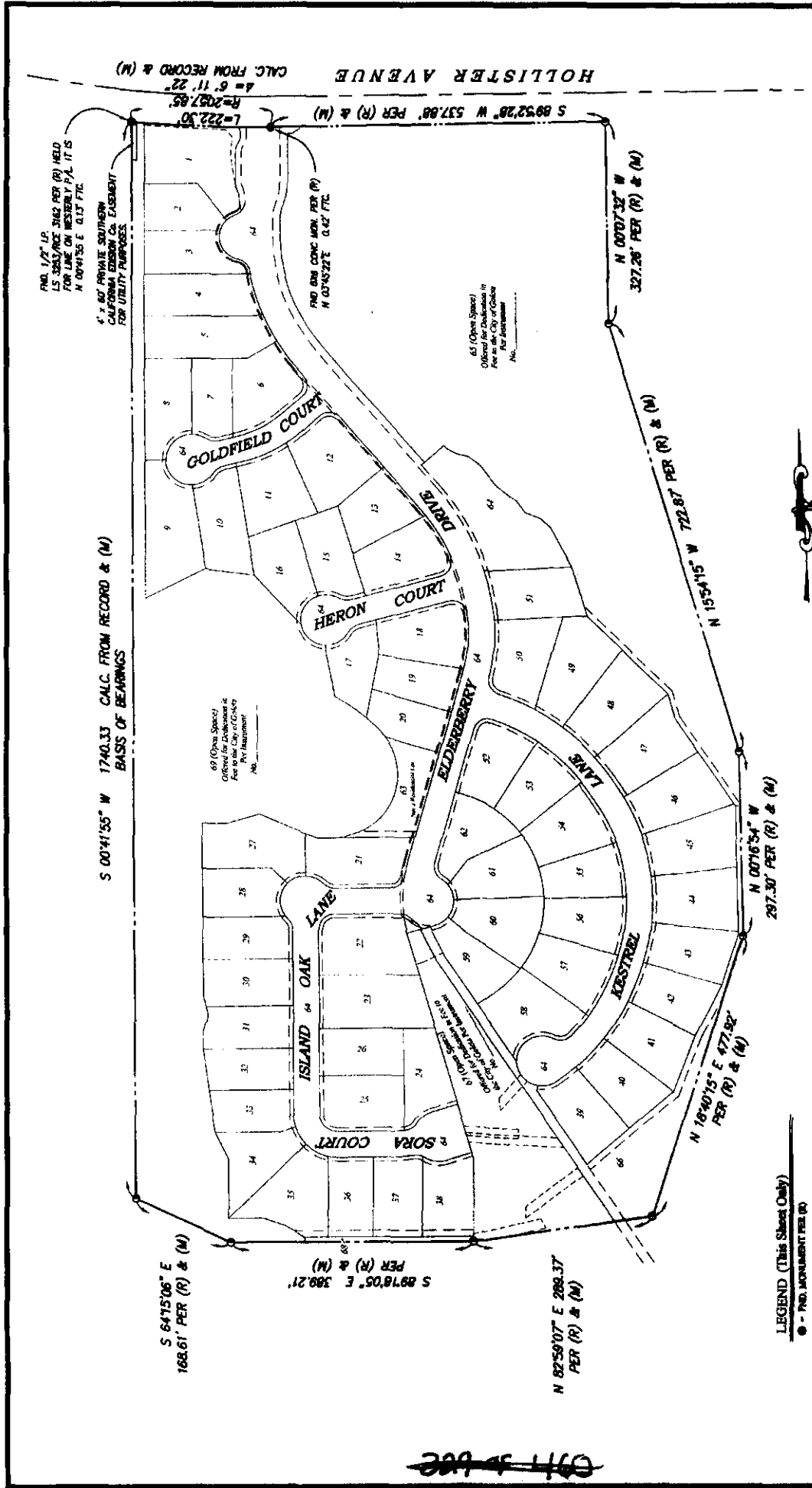


KEY MAP

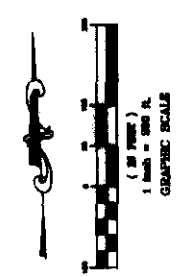


TRACT MAP No. 32,008
 BEING A SUBDIVISION OF A PARCEL ONE
 PER PARCEL MAP No. 32,014 PER BOOK 30
 PAGES 44 THROUGH 47
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA
 AUGUST 2007 SCALE AS SHOWN
 CARRERAS SURVEYING AND MAPPING
 SANTA BARBARA, CA 93101
 SHEET 7 OF 11, STUDY 7

~~328 of 460~~



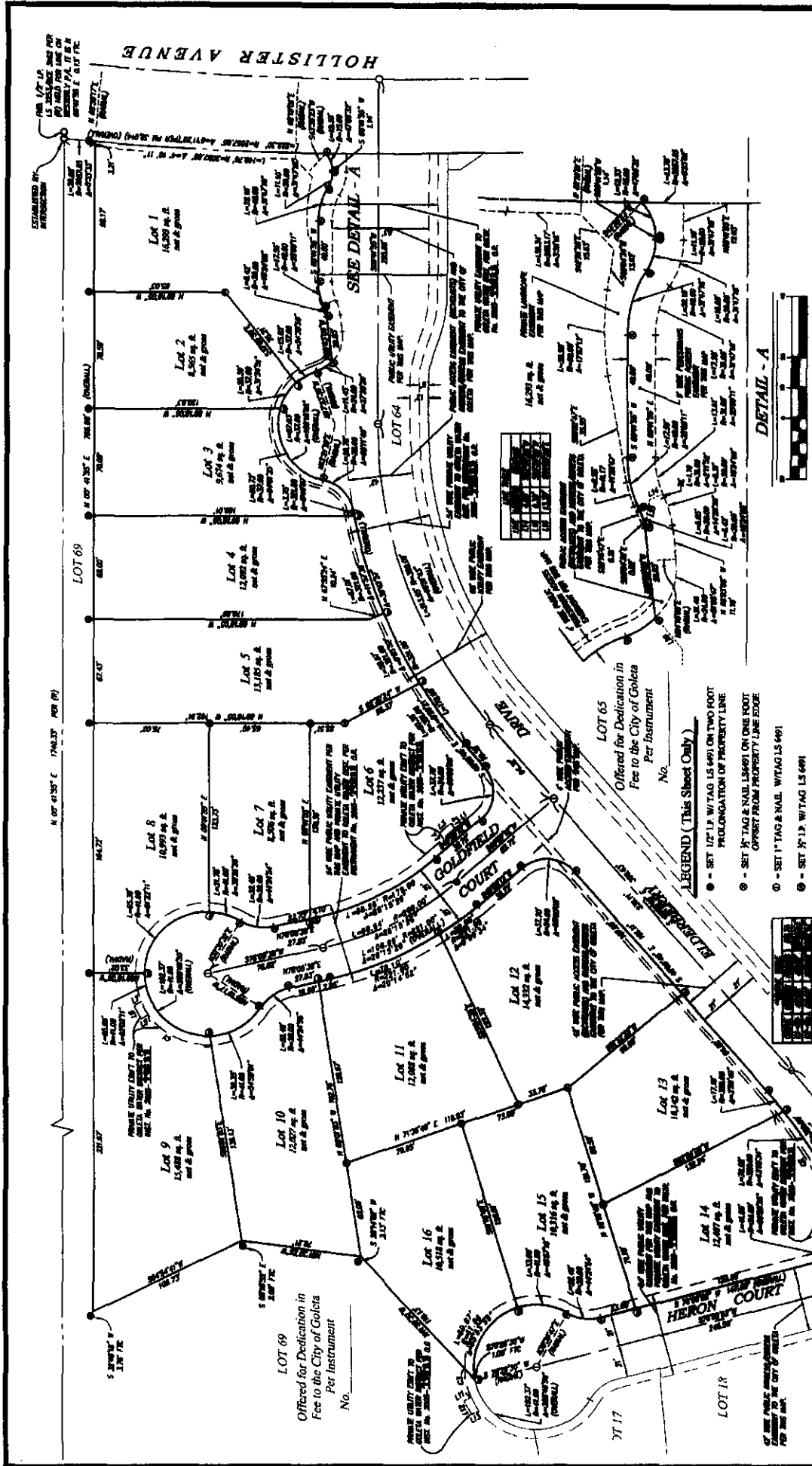
TRACT MAP No. 32,088
 BEING A SUBDIVISION OF A PARCEL OWNED
 PER PARCEL MAP No. 32,014 PER BOOK 38
 PAGES 44 THROUGH 47
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA
 AUGUST 2005 SCALE: AS SHOWN
 CADASTRAL SURVEYING AND MAPPING
 SANTA BARBARA, CA 93101
 SHEET 1 OF 11 SHEETS



TRACT BOUNDARY MAP
 SCALE 1" = 100'

- LEGEND (This Sheet Only)**
- - FND. MONUMENT PER (R)
 - - FND. 2" I.P. W/2" BEARS CAP 154491 PER (R)
 - - - - - TRACT BOUNDARY
 - - - - - FROM TRUE CORNER
- NOTES**
- (N) - PARCEL MAP 32,014 BOOK 38 PAGES 44-47.

0917 10 002



TRACT MAP No. 32,008
 BEING A SUBDIVISION OF A PARCEL ONE
 PER PARCEL MAP No. 32,014 PER BOOK 58
 PAGES 44 THROUGH 47
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA
 AUGUST 2005 SCALE - AS SHOWN
 CARDENAS SURVEYING AND MAPPING
 SANTA BARBARA, CA 93105

NOTE
 SEE SHEET 4 FOR BASIS OF BEARINGS
 (R) = PARCEL MAP 32014 BOOK 58 PAGES 44-47
 FTC - FROM TRUE CORNER

LEGEND (This Sheet Only)

- - SET 1/2" TAG & NAIL (S 691) ON TWO FOOT PROLONGATION OF PROPERTY LINE
- - SET 1/2" TAG & NAIL (S 691) ON ONE FOOT OFFSET FROM PROPERTY LINE EDGE
- - SET 1" TAG & NAIL (WITAG LS 691)
- - SET 1/2" TAG & NAIL (WITAG LS 691)
- - SET 1" TAG & NAIL (S 691) ON ONE FOOT LONG PROLONGATION OF PROPERTY LINE

TRACT DETAIL

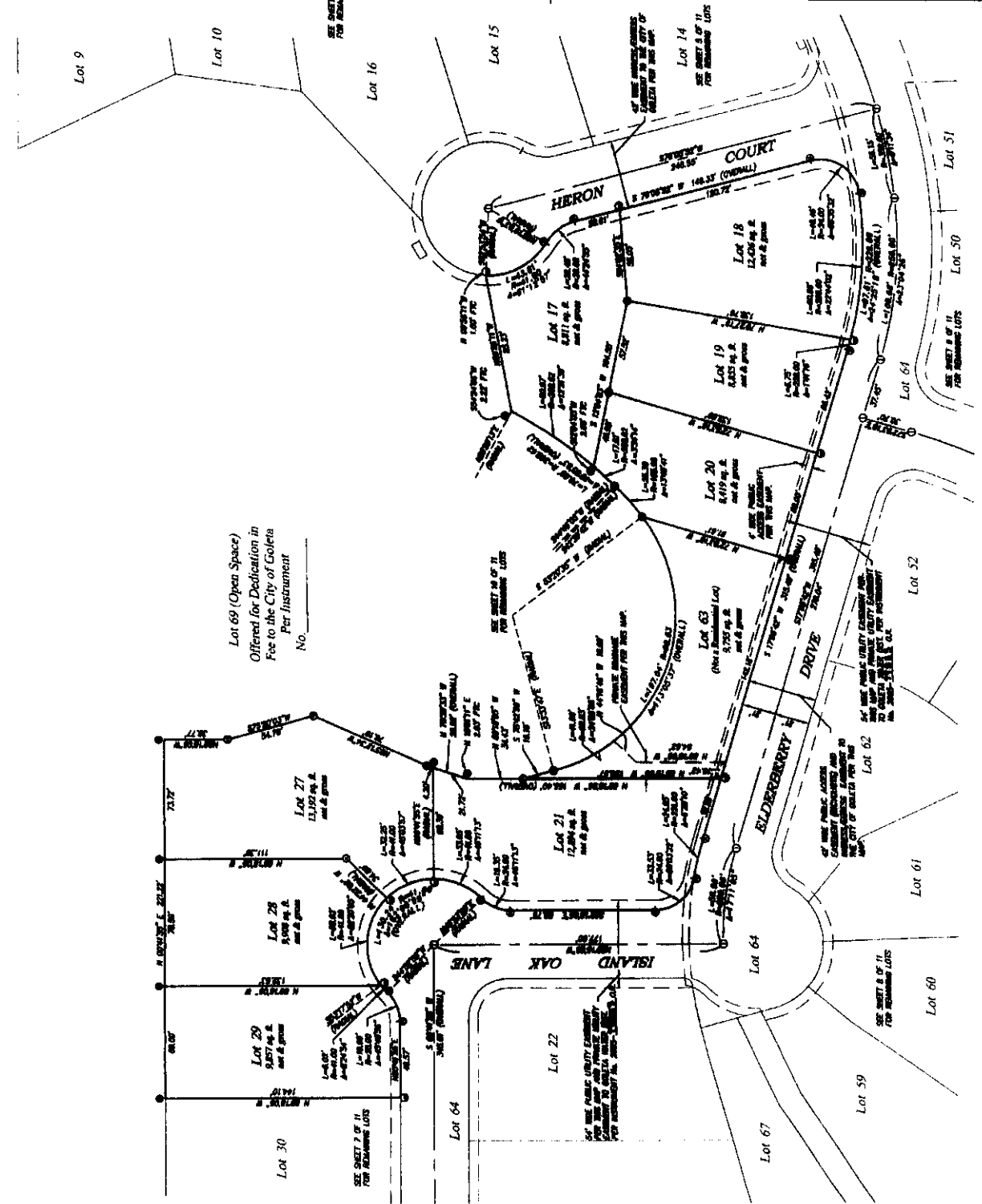
1 inch = 40 ft.

DETAIL - A

1 inch = 20 ft.

220 of 4160

5 00' x 10' x 10' x 10' PER 60'



NOTE

SEE SHEET 4 FOR BASIS OF REFERENCES
 (R) = PARCEL MAP 32,014 BOOK 98 PAGES 44-47.
 FTC = FROM TRUE CORNER

LEGEND (This Sheet Only)

- - SET 1/2" TAG & NAIL L.S. 6991 ON TWO FOOT PROLONGATION OF PROPERTY LINE
- - SET 1/2" TAG & NAIL L.S. 6991 ON ONE FOOT OFFSET FROM PROPERTY LINE EDGE.
- - SET 1" TAG & NAIL WITH TAGS 6991
- - SET 1/2" 1" P. W/ TAG L.S. 6991
- - SET 1" TAG & NAIL L.S. 6991 ON ONE FOOT LONG PROLONGATION OF PROPERTY LINE
- - - - - TRACT BOUNDARY



TRACT MAP No. 32,008
 BEING A SUBDIVISION OF A PARCEL ONE
 PER PARCEL MAP No. 32,014 PER BOOK 98
 PAGES 44 THROUGH 47
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA
 AUGUST 2005 SCALE: AS SHOWN

CARDENAS SURVEYING AND MAPPING
 SANTA BARBARA, CA 93105

SHEET 6 OF 11 SHEETS

0917 to 1000

CURVE TABLE

CURVE	LENGTH	CHORD	DELTA
C1	81.14	28.86	89°32'37.9"
C2	87.15	30.88	17°03'07.7"
C3	12.89	28.86	20°23'57.0"
C4	12.89	28.86	20°23'57.0"
C5	12.89	28.86	20°23'57.0"
C6	12.89	28.86	20°23'57.0"
C7	12.89	28.86	20°23'57.0"
C8	12.89	28.86	20°23'57.0"
C9	12.89	28.86	20°23'57.0"
C10	12.89	28.86	20°23'57.0"
C11	12.89	28.86	20°23'57.0"
C12	12.89	28.86	20°23'57.0"
C13	12.89	28.86	20°23'57.0"
C14	12.89	28.86	20°23'57.0"
C15	12.89	28.86	20°23'57.0"
C16	12.89	28.86	20°23'57.0"
C17	12.89	28.86	20°23'57.0"
C18	12.89	28.86	20°23'57.0"
C19	12.89	28.86	20°23'57.0"
C20	12.89	28.86	20°23'57.0"

LINE TABLE

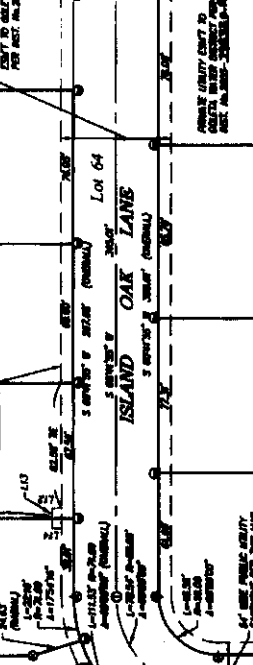
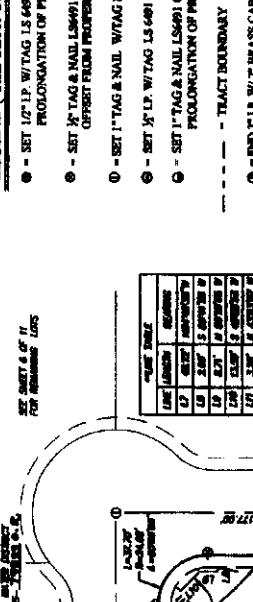
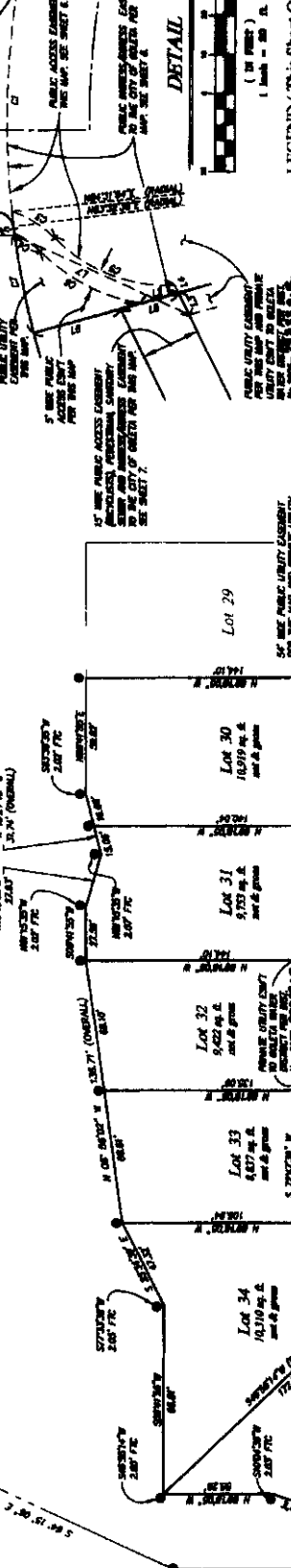
LINE	LENGTH	BEARING
L1	4.89	0°00'00.0"
L2	8.19	0°00'00.0"
L3	8.19	0°00'00.0"
L4	8.19	0°00'00.0"
L5	8.19	0°00'00.0"
L6	8.19	0°00'00.0"
L7	8.19	0°00'00.0"
L8	8.19	0°00'00.0"
L9	8.19	0°00'00.0"
L10	8.19	0°00'00.0"
L11	8.19	0°00'00.0"
L12	8.19	0°00'00.0"
L13	8.19	0°00'00.0"
L14	8.19	0°00'00.0"
L15	8.19	0°00'00.0"
L16	8.19	0°00'00.0"
L17	8.19	0°00'00.0"
L18	8.19	0°00'00.0"
L19	8.19	0°00'00.0"
L20	8.19	0°00'00.0"

LINE TABLE (Continued)

LINE	LENGTH	BEARING
L21	8.19	0°00'00.0"
L22	8.19	0°00'00.0"
L23	8.19	0°00'00.0"
L24	8.19	0°00'00.0"
L25	8.19	0°00'00.0"
L26	8.19	0°00'00.0"
L27	8.19	0°00'00.0"
L28	8.19	0°00'00.0"
L29	8.19	0°00'00.0"
L30	8.19	0°00'00.0"
L31	8.19	0°00'00.0"
L32	8.19	0°00'00.0"
L33	8.19	0°00'00.0"
L34	8.19	0°00'00.0"
L35	8.19	0°00'00.0"
L36	8.19	0°00'00.0"
L37	8.19	0°00'00.0"
L38	8.19	0°00'00.0"
L39	8.19	0°00'00.0"
L40	8.19	0°00'00.0"

LINE TABLE (Continued)

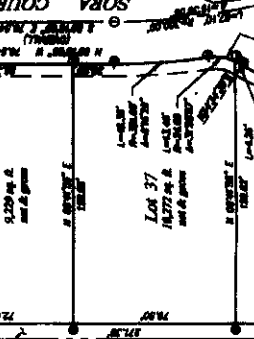
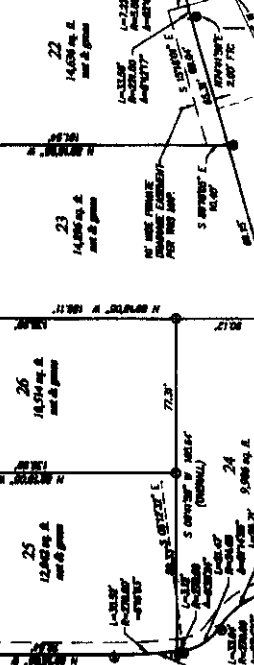
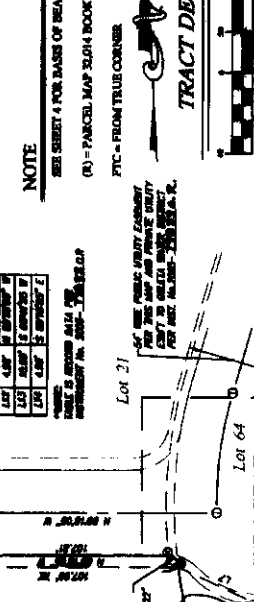
LINE	LENGTH	BEARING
L41	8.19	0°00'00.0"
L42	8.19	0°00'00.0"
L43	8.19	0°00'00.0"
L44	8.19	0°00'00.0"
L45	8.19	0°00'00.0"
L46	8.19	0°00'00.0"
L47	8.19	0°00'00.0"
L48	8.19	0°00'00.0"
L49	8.19	0°00'00.0"
L50	8.19	0°00'00.0"
L51	8.19	0°00'00.0"
L52	8.19	0°00'00.0"
L53	8.19	0°00'00.0"
L54	8.19	0°00'00.0"
L55	8.19	0°00'00.0"
L56	8.19	0°00'00.0"
L57	8.19	0°00'00.0"
L58	8.19	0°00'00.0"
L59	8.19	0°00'00.0"
L60	8.19	0°00'00.0"
L61	8.19	0°00'00.0"
L62	8.19	0°00'00.0"
L63	8.19	0°00'00.0"
L64	8.19	0°00'00.0"
L65	8.19	0°00'00.0"
L66	8.19	0°00'00.0"
L67	8.19	0°00'00.0"
L68	8.19	0°00'00.0"
L69	8.19	0°00'00.0"
L70	8.19	0°00'00.0"



LEGEND (This Sheet Only)

- - SET 1/2" TAG & NAIL L5 6491 ON TWO FOOT PROLONGATION OF PROPERTY LINE
- - SET 3/4" TAG & NAIL L5 6491 ON ONE FOOT OFFSET FROM PROPERTY LINE EDGE
- - SET 1" TAG & NAIL W/ TAG L5 6491
- - SET 3/4" L.P. W/ TAG L5 6491
- - SET 1" TAG & NAIL L5 6491 ON ONE FOOT LONG PROLONGATION OF PROPERTY LINE
- -- TRACT BOUNDARY
- - END 2" L.P. W/ 7 BRASS CAP L5 6491 PER (R)

NOTE
 SEE SHEET 4 FOR BASIS OF BEARINGS
 (R) - PARCEL MAP 24014 BOOK 28 PAGES 44-47.
 PTC - FROM TRUSS CORNER



TRACT MAP NO. 32,008
 BEING A SUBDIVISION OF A PARCEL ONE
 PER PARCEL MAP No. 32,014 PER BOOK 58
 PAGES 44 THROUGH 47
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA
 AUGUST 2005 SCALES: AS SHOWN

CARDENAS SURVEYING AND MAPPING
 SANTA BARBARA, CA 93101
 SHEET 7 OF 11 SHEETS

Offered for Dedication in Fee to the
 City of Goleta Per Instrument
 No. _____

332 of 460

LEGEND (This Sheet Only)

- - SET 1/2" I.P. W/TAG LS 6491 ON TWO FOOT PROLONGATION OF PROPERTY LINE
- ⊙ - SET 1/2" TAG & NAIL LS 6491 ON ONE FOOT OFFSET FROM PROPERTY LINE EDGE.
- - SET 1" TAG & NAIL W/TAG LS 6491
- ⊖ - SET 1/2" I.P. W/TAG LS 6491
- ⊕ - SET 1" TAG & NAIL LS 6491 ON ONE FOOT LONG PROLONGATION OF PROPERTY LINE
- - - - - TRACT BOUNDARY
- - FIND 1/2" I.P. W/7" BRASS CAP LS 6491 PER (R)

△ - THIS PORTION IS NOT A PART OF THE PUBLIC UTILITY BASEMENT PER THIS MAP BUT IS A PART OF THE PRIVATE UTILITY BASEMENT TO GELITA WATER CONTRACT PER INSTRUMENT NO. 2003-007923 O.R.

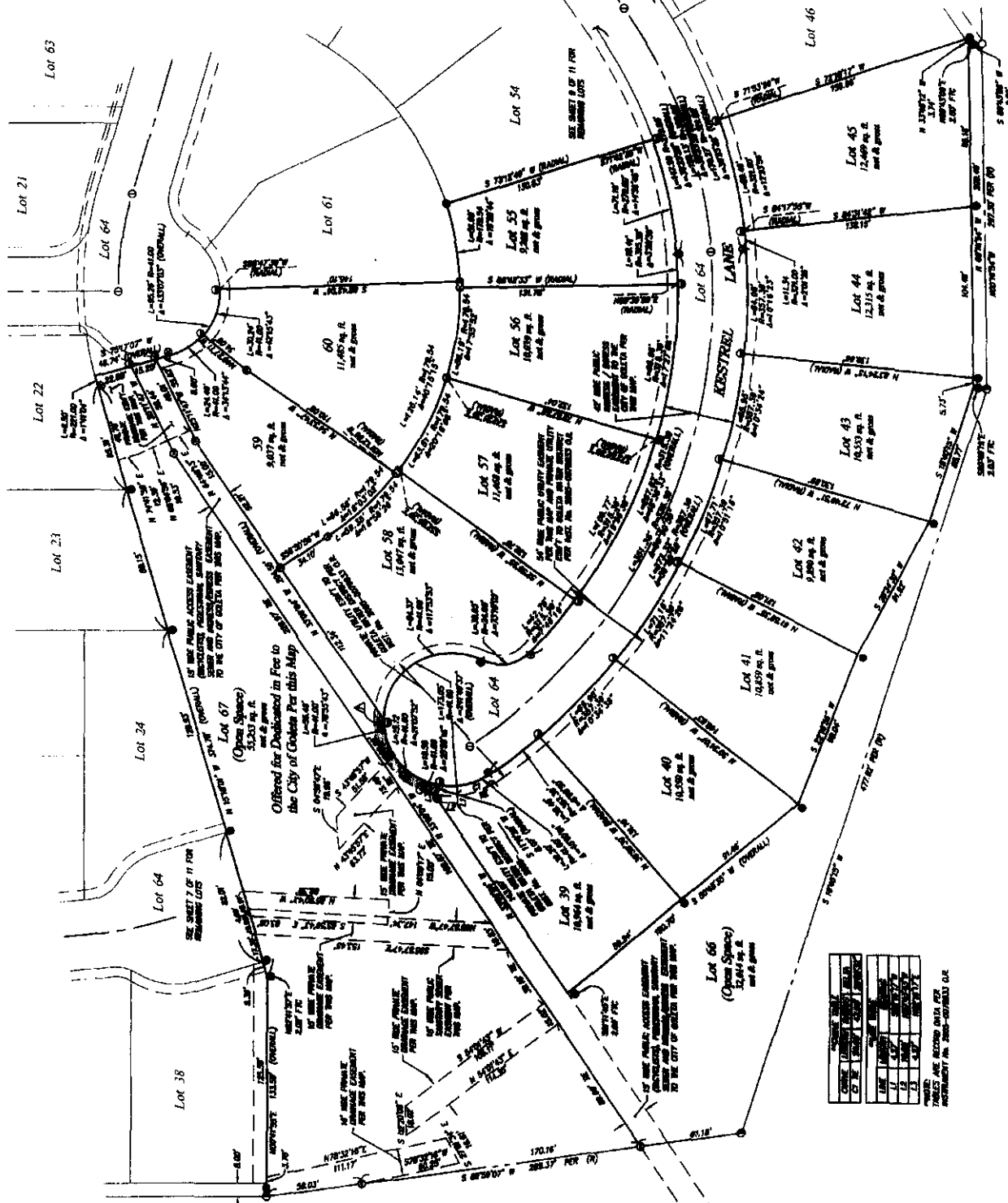
NOTE

SEE SHEET 4 FOR BASIS OF BEARINGS
 (R) = PARCEL MAP 3LDH BOOK 58 PAGES 44-47.
 PFC = FROM THE CORNER



TRACT MAP NO. 32,008
 BEING A SUBDIVISION OF A PARCEL ONE
 PER PARCEL MAP No. 32,014 PER BOOK 58
 PAGES 44 THROUGH 47
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA
 AUGUST 2005 SCALE: AS SHOWN

CARDENAS SURVEYING AND MAPPING
 SANTA BARBARA, CA 93103
 SHEET # OF 11 SHEETS



Offered for Dedication in Fee to the City of Goleta Per this Map

Lot	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
21	10,437	10,437	10,437
22	10,437	10,437	10,437
23	10,437	10,437	10,437
24	10,437	10,437	10,437
25	10,437	10,437	10,437
26	10,437	10,437	10,437
27	10,437	10,437	10,437
28	10,437	10,437	10,437
29	10,437	10,437	10,437
30	10,437	10,437	10,437
31	10,437	10,437	10,437
32	10,437	10,437	10,437
33	10,437	10,437	10,437
34	10,437	10,437	10,437
35	10,437	10,437	10,437
36	10,437	10,437	10,437
37	10,437	10,437	10,437
38	10,437	10,437	10,437
39	10,437	10,437	10,437
40	10,437	10,437	10,437
41	10,437	10,437	10,437
42	10,437	10,437	10,437
43	10,437	10,437	10,437
44	10,437	10,437	10,437
45	10,437	10,437	10,437
46	10,437	10,437	10,437
47	10,437	10,437	10,437
48	10,437	10,437	10,437
49	10,437	10,437	10,437
50	10,437	10,437	10,437
51	10,437	10,437	10,437
52	10,437	10,437	10,437
53	10,437	10,437	10,437
54	10,437	10,437	10,437
55	10,437	10,437	10,437
56	10,437	10,437	10,437
57	10,437	10,437	10,437
58	10,437	10,437	10,437
59	10,437	10,437	10,437
60	10,437	10,437	10,437
61	10,437	10,437	10,437
62	10,437	10,437	10,437
63	10,437	10,437	10,437
64	10,437	10,437	10,437
65	10,437	10,437	10,437
66	10,437	10,437	10,437
67	10,437	10,437	10,437

333 OF 460

LEGEND (This Sheet Only)

- - SET 1/2" LF. W/TAG LS 6491 ON TWO FOOT PROLONGATION OF PROPERTY LINE
- - SET 1/2" TAG & NAIL LS 6491 ON ONE FOOT OFFSET FROM PROPERTY LINE EDGE
- - SET 1" TAG & NAIL W/TAG LS 6491
- - SET 1/2" LF. W/TAG LS 6491
- - SET 1" TAG & NAIL LS 6491 ON ONE FOOT LONG PROLONGATION OF PROPERTY LINE
- - - - - TRACT BOUNDARY
- - FND 2" LF. W/2" BRASS CAP LS 6491 PER (R)

NOTE

SEE SHEET 4 FOR BASIS OF BEARING
 (R) - PARCEL MAP 22014 BOOK 28 PAGES 44-47.
 PTC - FROM TRUB CONCRETE

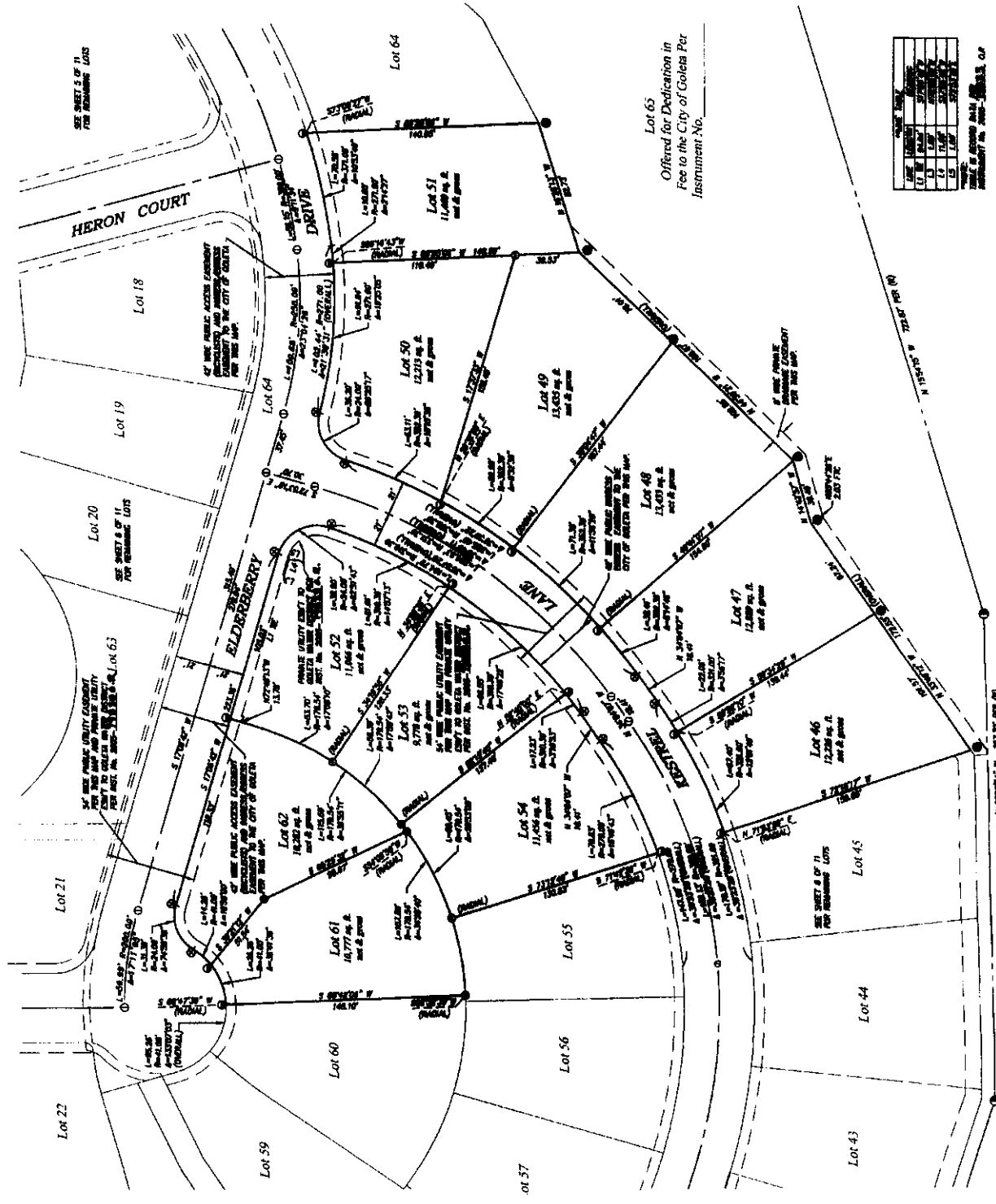


TRACT DETAIL

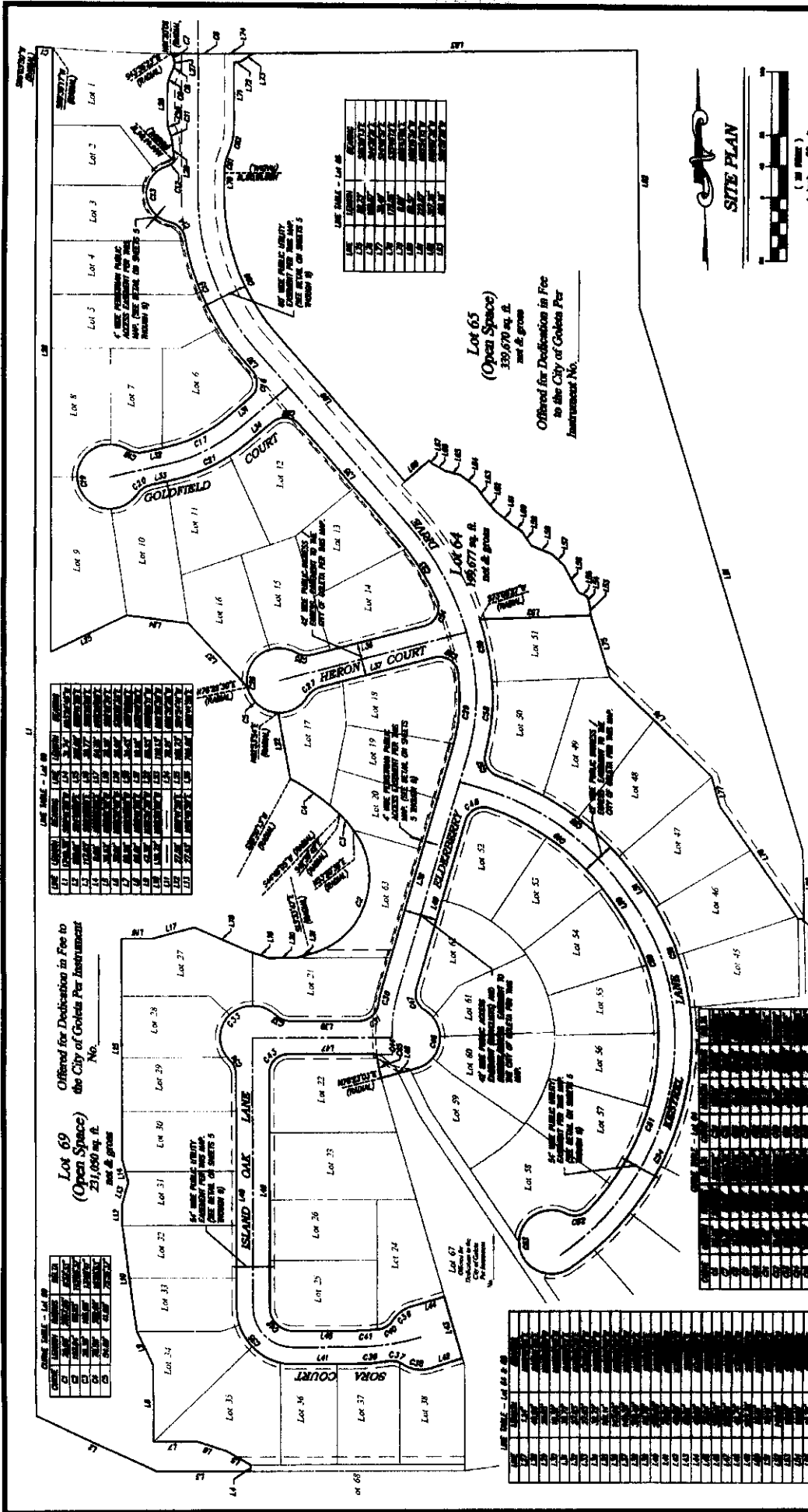


TRACT MAP NO. 32,008
 BEING A SUBDIVISION OF A PARCEL ONE
 PER PARCEL MAP NO. 32,014 PER BOOK 58
 PAGES 44 THROUGH 47
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA
 AUGUST 2003 SCALE: AS SHOWN

CARDENAS SURVEYING AND MAPPING
 SANTA BARBARA, CA 93103
 SHEET 9 OF 11 SHEETS



331 of 460



LOT TABLE - Lot 65

LOT	AREA	ACRES	REMARKS
1	1.00	22.96	RESIDENTIAL
2	1.00	22.96	RESIDENTIAL
3	1.00	22.96	RESIDENTIAL
4	1.00	22.96	RESIDENTIAL
5	1.00	22.96	RESIDENTIAL
6	1.00	22.96	RESIDENTIAL
7	1.00	22.96	RESIDENTIAL
8	1.00	22.96	RESIDENTIAL
9	1.00	22.96	RESIDENTIAL
10	1.00	22.96	RESIDENTIAL
11	1.00	22.96	RESIDENTIAL
12	1.00	22.96	RESIDENTIAL
13	1.00	22.96	RESIDENTIAL
14	1.00	22.96	RESIDENTIAL
15	1.00	22.96	RESIDENTIAL
16	1.00	22.96	RESIDENTIAL
17	1.00	22.96	RESIDENTIAL
18	1.00	22.96	RESIDENTIAL
19	1.00	22.96	RESIDENTIAL
20	1.00	22.96	RESIDENTIAL
21	1.00	22.96	RESIDENTIAL
22	1.00	22.96	RESIDENTIAL
23	1.00	22.96	RESIDENTIAL
24	1.00	22.96	RESIDENTIAL
25	1.00	22.96	RESIDENTIAL
26	1.00	22.96	RESIDENTIAL
27	1.00	22.96	RESIDENTIAL
28	1.00	22.96	RESIDENTIAL
29	1.00	22.96	RESIDENTIAL
30	1.00	22.96	RESIDENTIAL
31	1.00	22.96	RESIDENTIAL
32	1.00	22.96	RESIDENTIAL
33	1.00	22.96	RESIDENTIAL
34	1.00	22.96	RESIDENTIAL
35	1.00	22.96	RESIDENTIAL
36	1.00	22.96	RESIDENTIAL
37	1.00	22.96	RESIDENTIAL
38	1.00	22.96	RESIDENTIAL
39	1.00	22.96	RESIDENTIAL
40	1.00	22.96	RESIDENTIAL
41	1.00	22.96	RESIDENTIAL
42	1.00	22.96	RESIDENTIAL
43	1.00	22.96	RESIDENTIAL
44	1.00	22.96	RESIDENTIAL
45	1.00	22.96	RESIDENTIAL
46	1.00	22.96	RESIDENTIAL
47	1.00	22.96	RESIDENTIAL
48	1.00	22.96	RESIDENTIAL
49	1.00	22.96	RESIDENTIAL
50	1.00	22.96	RESIDENTIAL
51	1.00	22.96	RESIDENTIAL
52	1.00	22.96	RESIDENTIAL
53	1.00	22.96	RESIDENTIAL
54	1.00	22.96	RESIDENTIAL
55	1.00	22.96	RESIDENTIAL
56	1.00	22.96	RESIDENTIAL
57	1.00	22.96	RESIDENTIAL
58	1.00	22.96	RESIDENTIAL
59	1.00	22.96	RESIDENTIAL
60	1.00	22.96	RESIDENTIAL
61	1.00	22.96	RESIDENTIAL
62	1.00	22.96	RESIDENTIAL
63	1.00	22.96	RESIDENTIAL
64	1.00	22.96	RESIDENTIAL
65	1.00	22.96	RESIDENTIAL

Lot 69 (Open Space)
231,000 sq. ft.
Offered for Dedication in Fee to the City of Golden Per Instrument No. _____

LOT TABLE - Lot 69

LOT	AREA	ACRES	REMARKS
1	1.00	22.96	RESIDENTIAL
2	1.00	22.96	RESIDENTIAL
3	1.00	22.96	RESIDENTIAL
4	1.00	22.96	RESIDENTIAL
5	1.00	22.96	RESIDENTIAL
6	1.00	22.96	RESIDENTIAL
7	1.00	22.96	RESIDENTIAL
8	1.00	22.96	RESIDENTIAL
9	1.00	22.96	RESIDENTIAL
10	1.00	22.96	RESIDENTIAL
11	1.00	22.96	RESIDENTIAL
12	1.00	22.96	RESIDENTIAL
13	1.00	22.96	RESIDENTIAL
14	1.00	22.96	RESIDENTIAL
15	1.00	22.96	RESIDENTIAL
16	1.00	22.96	RESIDENTIAL
17	1.00	22.96	RESIDENTIAL
18	1.00	22.96	RESIDENTIAL
19	1.00	22.96	RESIDENTIAL
20	1.00	22.96	RESIDENTIAL
21	1.00	22.96	RESIDENTIAL
22	1.00	22.96	RESIDENTIAL
23	1.00	22.96	RESIDENTIAL
24	1.00	22.96	RESIDENTIAL
25	1.00	22.96	RESIDENTIAL
26	1.00	22.96	RESIDENTIAL
27	1.00	22.96	RESIDENTIAL
28	1.00	22.96	RESIDENTIAL
29	1.00	22.96	RESIDENTIAL
30	1.00	22.96	RESIDENTIAL
31	1.00	22.96	RESIDENTIAL
32	1.00	22.96	RESIDENTIAL
33	1.00	22.96	RESIDENTIAL
34	1.00	22.96	RESIDENTIAL
35	1.00	22.96	RESIDENTIAL
36	1.00	22.96	RESIDENTIAL
37	1.00	22.96	RESIDENTIAL
38	1.00	22.96	RESIDENTIAL
39	1.00	22.96	RESIDENTIAL
40	1.00	22.96	RESIDENTIAL
41	1.00	22.96	RESIDENTIAL
42	1.00	22.96	RESIDENTIAL
43	1.00	22.96	RESIDENTIAL
44	1.00	22.96	RESIDENTIAL
45	1.00	22.96	RESIDENTIAL
46	1.00	22.96	RESIDENTIAL
47	1.00	22.96	RESIDENTIAL
48	1.00	22.96	RESIDENTIAL
49	1.00	22.96	RESIDENTIAL
50	1.00	22.96	RESIDENTIAL
51	1.00	22.96	RESIDENTIAL
52	1.00	22.96	RESIDENTIAL
53	1.00	22.96	RESIDENTIAL
54	1.00	22.96	RESIDENTIAL
55	1.00	22.96	RESIDENTIAL
56	1.00	22.96	RESIDENTIAL
57	1.00	22.96	RESIDENTIAL
58	1.00	22.96	RESIDENTIAL
59	1.00	22.96	RESIDENTIAL
60	1.00	22.96	RESIDENTIAL
61	1.00	22.96	RESIDENTIAL
62	1.00	22.96	RESIDENTIAL
63	1.00	22.96	RESIDENTIAL
64	1.00	22.96	RESIDENTIAL
65	1.00	22.96	RESIDENTIAL

LOT TABLE - Lot 65

LOT	AREA	ACRES	REMARKS
1	1.00	22.96	RESIDENTIAL
2	1.00	22.96	RESIDENTIAL
3	1.00	22.96	RESIDENTIAL
4	1.00	22.96	RESIDENTIAL
5	1.00	22.96	RESIDENTIAL
6	1.00	22.96	RESIDENTIAL
7	1.00	22.96	RESIDENTIAL
8	1.00	22.96	RESIDENTIAL
9	1.00	22.96	RESIDENTIAL
10	1.00	22.96	RESIDENTIAL
11	1.00	22.96	RESIDENTIAL
12	1.00	22.96	RESIDENTIAL
13	1.00	22.96	RESIDENTIAL
14	1.00	22.96	RESIDENTIAL
15	1.00	22.96	RESIDENTIAL
16	1.00	22.96	RESIDENTIAL
17	1.00	22.96	RESIDENTIAL
18	1.00	22.96	RESIDENTIAL
19	1.00	22.96	RESIDENTIAL
20	1.00	22.96	RESIDENTIAL
21	1.00	22.96	RESIDENTIAL
22	1.00	22.96	RESIDENTIAL
23	1.00	22.96	RESIDENTIAL
24	1.00	22.96	RESIDENTIAL
25	1.00	22.96	RESIDENTIAL
26	1.00	22.96	RESIDENTIAL
27	1.00	22.96	RESIDENTIAL
28	1.00	22.96	RESIDENTIAL
29	1.00	22.96	RESIDENTIAL
30	1.00	22.96	RESIDENTIAL
31	1.00	22.96	RESIDENTIAL
32	1.00	22.96	RESIDENTIAL
33	1.00	22.96	RESIDENTIAL
34	1.00	22.96	RESIDENTIAL
35	1.00	22.96	RESIDENTIAL
36	1.00	22.96	RESIDENTIAL
37	1.00	22.96	RESIDENTIAL
38	1.00	22.96	RESIDENTIAL
39	1.00	22.96	RESIDENTIAL
40	1.00	22.96	RESIDENTIAL
41	1.00	22.96	RESIDENTIAL
42	1.00	22.96	RESIDENTIAL
43	1.00	22.96	RESIDENTIAL
44	1.00	22.96	RESIDENTIAL
45	1.00	22.96	RESIDENTIAL
46	1.00	22.96	RESIDENTIAL
47	1.00	22.96	RESIDENTIAL
48	1.00	22.96	RESIDENTIAL
49	1.00	22.96	RESIDENTIAL
50	1.00	22.96	RESIDENTIAL
51	1.00	22.96	RESIDENTIAL
52	1.00	22.96	RESIDENTIAL
53	1.00	22.96	RESIDENTIAL
54	1.00	22.96	RESIDENTIAL
55	1.00	22.96	RESIDENTIAL
56	1.00	22.96	RESIDENTIAL
57	1.00	22.96	RESIDENTIAL
58	1.00	22.96	RESIDENTIAL
59	1.00	22.96	RESIDENTIAL
60	1.00	22.96	RESIDENTIAL
61	1.00	22.96	RESIDENTIAL
62	1.00	22.96	RESIDENTIAL
63	1.00	22.96	RESIDENTIAL
64	1.00	22.96	RESIDENTIAL
65	1.00	22.96	RESIDENTIAL

Lot 65 (Open Space)
339,070 sq. ft.
Offered for Dedication in Fee to the City of Golden Per Instrument No. _____

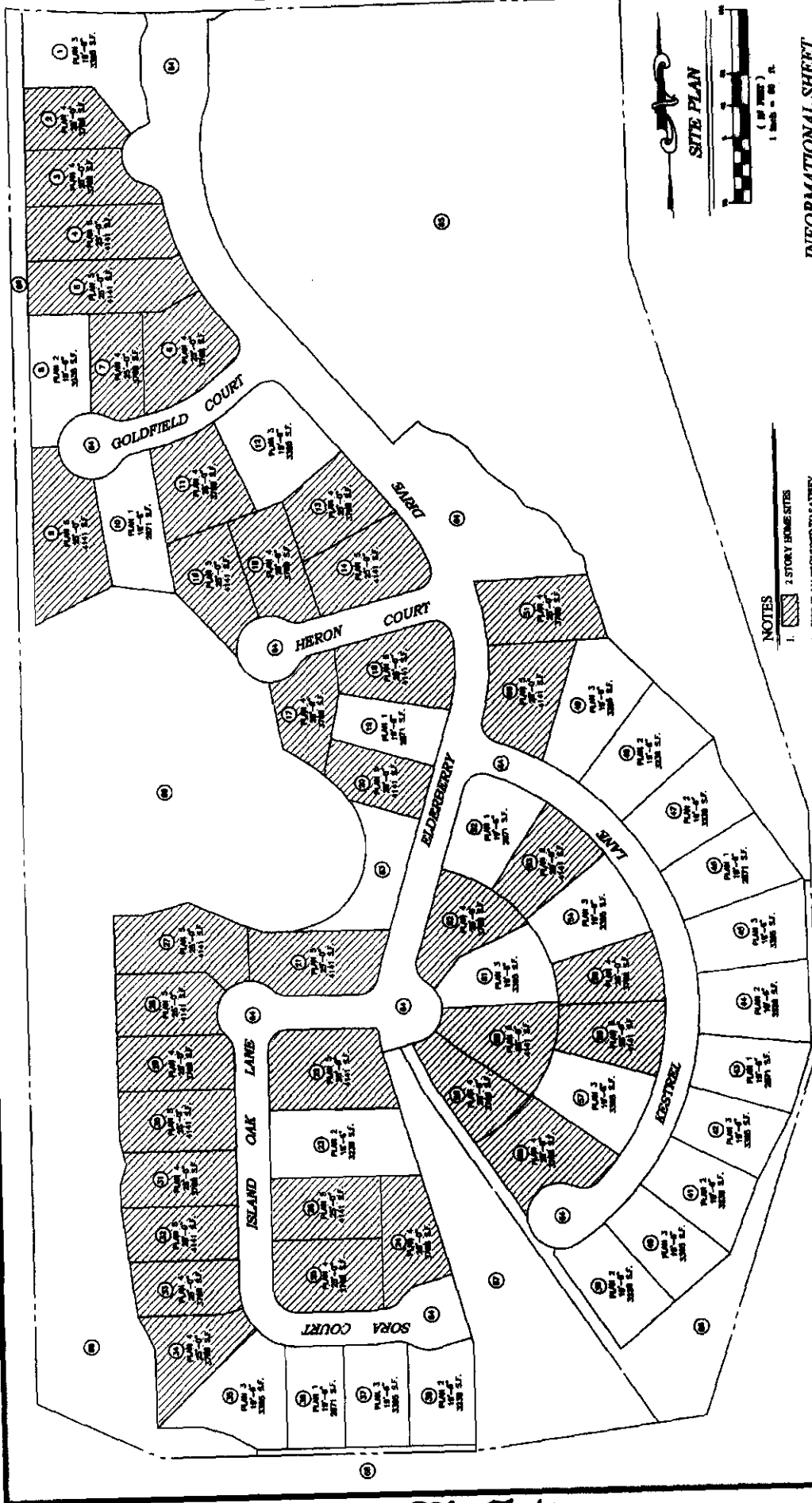
Lot 64
198,677 sq. ft.
Offered for Dedication in Fee to the City of Golden Per Instrument No. _____



NOTES
SEE DETAIL SHEETS 5 THROUGH 9 FOR SET AND FOUND MONUMENT LOCATIONS

TRACT MAP NO. 32,008
BEING A SUBDIVISION OF 7 PARCEL ONE PER PARCEL MAP No. 32,014 PER BOOK 58 PAGES 44 THROUGH 47
COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA
AUGUST 2005 SCALE: AS SHOWN
CARDENAS SURVEYING AND MAPPING
SANTA BARBARA, CA 93105

335 OF 1160



INFORMATIONAL SHEET

TRACT MAP NO. 32,008
 BEING A SUBDIVISION OF A PARCEL ONE
 PER PARCEL MAP No. 32,014 PER BOOK 58
 PAGES 44 THROUGH 47
 COUNTY OF CALIFORNIA
 STATE OF CALIFORNIA
 AUGUST 2005 SCALE: AS SHOWN

CARDENAS SURVEYING AND MAPPING
 SANTA BARBARA, CA 93103
 SHEET 11 OF 11 SHEETS

NOTES

1. 2 STORY HOME SITES
2. SITE PLAN PROVIDED TO SATISFY CONDITIONS #6 AND #4 OF CASE 61-58-TM

SURVEYOR'S NOTE

PURSUANT TO SECTION 4404.2 OF THE STATE SUBDIVISION MAP ACT, THIS MAP IS FOR INFORMATIONAL PURPOSES. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED TO AFFECT RECORD TITLE INTEREST. THE ADDITIONAL INFORMATION SHOWN ON THIS MAP SHEET IS DERIVED FROM PUBLIC RECORDS OR REPORTS AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THESE RECORDS OR REPORTS BY THE PREPARER OF THE ADDITIONAL MAP SHEET.

CONDITION OF APPROVAL #6

Substitution of Floor Plans: Some substitution of floor plans shall be allowed. The allowable substitution of floor plans shall include the substitution of residentially intended four-story residential, and for the substitution of any residentially intended four-story floor plans on this subdivision for low-rise residential. In no case shall a residentially intended floor plan be allowed on a lot authorized for a one-story residential as shown on Exhibit 2. Prior to the recording of the final tract map, a note shall be added to the requirements sheet (Exhibit 2) describing the substitution for substitution of floor plans.

CONDITION OF APPROVAL #20 (Residential Area Height Restrictions)

The heights of residential structures and appearance shall be as stipulated in the final plans approved by the Executive Director consistent with the following maximum heights shown in Exhibit 1: 15.5 feet for the 25 story residential and 25 feet for the 37 story residential. The maximum height of any structure shall conform with these maximum heights unless such heights are a lot permitted. Consent to this permit, unless the Executive Director determines that no consent is required in this permit is required.

Exhibit "P"

Grassland Restoration and Enhancement Program

~~337 of 4160~~

**Ali d'Oro
Native Grassland Restoration and
Enhancement Plan**

Ellwood Mesa, City of Goleta, California

**021-10113-00
August 18, 2005**

Prepared for:
Comstock Homes, Inc
270 Storke Road, Suite 2
Goleta, CA 93117

Prepared by:
LFR Levine-Fricke
301 South Miller Street, Suite 210
Santa Maria, CA 93454-5244

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APPENDICES

Letter from Captain Martin Johnson, Santa Barbara County Fire Dept., to Sarah Bronstad, Comstock Homes. January 7, 2005.

1.0 INTRODUCTION

Ali D'Oro is a proposed residential development project located in Goleta, Santa Barbara County, California (APN 079-210-067 Comstock Homes). The site is south of Hollister Avenue near the Sandpiper Golf Course, which forms its western border. To the immediate east is a residential neighborhood, Santa Barbara Shores. Currently, the site encompasses approximately 116 acres and is known as Santa Barbara Shores Park, which is owned by the City of Goleta and is bordered by the Pacific Ocean to the south (Figure 1). This coastal property is being subdivided into two parcels, a 36-acre parcel and an 80.16 acre parcel.

In February 2005, a complex land exchange was implemented in which 137 acres of privately-owned Ellwood Mesa property was sold to the Trust for Public Land. The Trust for Public Land then deeded the 137-acre property to the City of Goleta; in exchange, the City of Goleta has transferred a 36-acre portion of the 116-acre Santa Barbara Shores Park to Comstock Homes with financial compensation for the discrepancy in property values. The 80.16 parcel was added to the 137 acres of Ellwood Mesa as open space (Ellwood Mesa Open Space) and will include a public parking lot and other amenities to facilitate recreational use. The 36-acre parcel is slated for development of residential homes by Comstock Homes. The development envelope for Comstock Homes encompasses 21.5 acres; the remaining 14.5 acres would be deeded back to the City of Goleta for open space and habitat restoration.

Sixty two residential units are proposed on lots ranging from 8,400 to 16,300 square feet. The development will impact 0.497 acres of native grassland. This amount is revised from the 0.3 acre reported in the Final Environmental Impact Report written for the project (City of Goleta, 2004b), and is based on the LFR January 2005 field survey. Although fuel modifications were initially projected to impact another 0.6 acres, the County Fire Department has waived this requirement (letter from Capt. Martin Johnson to Sarah Bronstad, January 7, 2005). The project will also locate lots in the vicinity of known white-tailed kite nests, monarch butterfly habitat, and riparian drainages. Through the environmental review and approval process, special conditions of approval were developed to mitigate these impacts including native grassland mitigation (City of Goleta report to the California Coastal Commission, 12/20/04).

This Native Grassland Restoration and Enhancement Plan (the Restoration Plan) has been written solely to address the loss of protected native grassland associated with the proposed development and to provide for long term management of the native grassland restoration site. The area selected for native grassland restoration is located in the Ellwood Mesa Open Space area managed and owned by the City of Goleta. Although not required by the Conditions of Approval, Comstock Homes has agreed to be responsible for funding and implementing this restoration project in this case.

The calculation of expected impacts to native grassland was based on the current development design as provided to LFR by MAC Design in July 2005. The

restoration plan also utilized some of the habitat mapping conducted for the Draft EIR (City of Goleta, 2004a).

2.0 APPLICABLE POLICIES AND CONDITIONS OF APPROVAL

The sections below describe the regulatory context guiding this restoration plan.

2.1 Ellwood-Devereux Coast Open Space and Habitat Management Plan Goals and Policies

The Ellwood-Devereux Coast Open Space and Habitat Management Plan (URS, 2004a; the "Open Space Plan") identifies the following management goals and associated policies specific to native grassland and existing Environmentally Sensitive Habitat Areas (ESHAs). This Restoration Plan has been prepared to conform to these guidelines.

Native Grassland Goal 1: Protect and enhance native grasslands in the Open Space Plan Area.

- **Native Grassland Policy 1:** Manage public access to protect and enhance native grasslands.
- **Native Grassland Policy 2:** Seek opportunities to enhance and restore native grasslands, provided they do not conflict with other existing ESHAs or key public access corridors.
- **Native Grassland Policy 3:** Initial native grassland enhancement and restoration should focus on the Ellwood Mesa, South Parcel Nature Park, and West Campus Bluffs Nature Park.

Habitat Goal 1: Protect, enhance, and, where feasible, restore ESHAs in the Open Space Plan Area.

- **Habitat Policy 1:** Focus high priority habitat enhancement and restoration initial improvements and opportunities on invasive exotic species control in wetlands, enhancement and restoration of riparian and non-riparian wetlands, ensuring the long-term vitality of the monarch groves, and enhancement and restoration of native habitats that are under-represented in the Open Space Plan Area.
- **Habitat Policy 2:** Enhance and restore native habitats to be self-sustaining and not reliant on long-term human management and intervention.

- **Habitat Policy 3:** Control and, where feasible, eradicate invasive exotic species within the Open Space Plan Area in a manner that protects ESHAs from adverse impacts.
- **Habitat Policy 4:** Avoid enhancing or restoring an ESHA if it will result in significant adverse impacts on another ESHA.
- **Habitat Policy 5:** Minimize the use of herbicides for the management of invasive exotic plant species. Use herbicides only when other non-chemical methods have been attempted or determined to be infeasible.
- **Habitat Policy 6:** Use genetic stock for seeds and plants from the Ellwood-Devereux watershed in all native habitat enhancement and restoration on University-owned land. Use genetic stock for seeds and plants from the South Coast from Carpinteria to Gaviota in City of Goleta- and County-owned lands.
- **Habitat Policy 7:** Coordinate with the Coastal Vector Control District to use mosquito control methods with the least effect on non-target native organisms, such as the monarch butterfly.

2.2 City of Goleta Final Conditions of Approval – Exhibit B

The Final Conditions of Approval for the Comstock Homes Development (City of Goleta, 2004) include the following actions specific to native grassland mitigation. This Restoration Plan has been prepared to conform to these required conditions.

Environmental Resource Protection Measures and Similar Conditions

Condition 29 - Native Grassland Mitigation. To mitigate for direct loss of native grassland habitat within the development envelope, the Developer shall fund a native grassland impact study and mitigation program. The area of native grassland loss with the development footprint shall be determined by a City-approved biologist, who will measure the area of current native grasslands within the development envelope as mapped by SAIC in 2000 and reported in the Final EIR (04-EIR-001). The City-approved biologist shall prepare a mitigation plan that describes provisions for restoration of any native grassland removed due to project construction. Restoration shall occur within the confines of the Santa Barbara Shores and Ellwood Mesa properties in the Open Space Plan area. The area of required off-site mitigation shall be calculated at a ratio of 3:1. The mitigation plan shall include, but not be limited to, the following:

- Establishment of performance criteria and a monitoring period of at least five (5) years.

- Identification of suitable locations for restoration, in the closed trail footprints on Ellwood Mesa and Santa Barbara Shores or in contiguous areas such as the bluff top open space or within or near existing vernal pool/native grassland complexes.
- The seed stock and/or plants that are removed from development areas shall be used for revegetation. Criteria and timing for removal and replanting shall be identified. If using material from the development envelope site is not feasible, native seed for restoration shall be collected from the remainder of the Santa Barbara Shores property or the Ellwood Mesa property.
- Development of short-term and long-term maintenance and management criteria.
- Buffers and/or fencing shall be included based on proximity to potential areas of disturbance (Mitigation Bio-8).

Implementation and Timing: The Developer shall have a one-time funding obligation of \$36,000, based on the estimated loss of 0.3 acre of native grasslands within the development envelope and an estimated restoration cost of \$40,000/acre of restoration. Payment shall be made prior to approval of a Land Use Permit for recordation of the final tract map.

Note: LFR has surveyed native grasslands in the development site and calculated the acreage of impacted native grasslands to be 0.497 acre. The funding obligation stated above is based on a loss of 0.3 acre and it is our understanding that the amount has been revised to reflect a loss of 0.497 acre.

Monitoring: The City of Goleta shall ensure payment of fee and shall ensure that the mitigation program successfully meets program objectives.

2.3 California Coastal Commission Permit Application Requirements

In approving the project, the California Coastal Commission developed Special Condition 11 for Native Grassland Mitigation which describes the following actions applicable for native grassland restoration. This Restoration Plan has been prepared to conform to these required conditions.

Condition 11 Native Grassland Mitigation

- A. Prior to issuance of the coastal development permit, the permittee shall submit, for the review and approval of the Executive Director, a Grassland Restoration and Enhancement Plan subject to the following provisions. Said plans shall be prepared by a qualified biologist, ecologist, or resource specialist with experience in the field of restoration ecology, and with background knowledge

of native grasslands. The permittee shall provide the resource specialist's qualifications, for the review and approval of the Executive Director, prior to plan development. The Restoration and Enhancement Plan shall include, at a minimum, the following information:

1. Identification of the area(s) of disturbed or degraded grassland habitat and/or proposed new areas of grassland habitat adjacent to existing native grassland of equivalent type on the Ellwood Mesa or adjacent open space parcels (APN 079-210-067; or the open space parcels to be transferred in fee title to City of Goleta and/or other entity; Parcel 65, Parcel 67, and Parcel 69 as proposed on the Vesting Tentative Map (Local Case No. 67-SB-TM) dated September 19, 2002 and Revised July 2, 2004) that shall be restored sufficient to provide mitigation of the long-term impacts to native grassland at a ratio of 3:1 for the approximately 0.3 acre of grassland habitat on the site. The total area of created or restored native grassland habitat required is 0.9 acre. Additionally, the applicant shall restore acre(s) sufficient to mitigate approximately 0.6 acre of grassland habitat adjacent to the Comstock Homes development site that would be impacted as a result of fuel modification/mowing required by the Fire Department. The total area of created or restored native grassland habitat to offset the loss of grassland as a result of fuel modification/mowing requirements is 1.8 acres. The 1.8 acre requirement may be reduced where evidence is provided that such areas will not be impacted, pursuant to a vegetation management plan approved by the fire department, as described in 4-04-085 Special Condition Fifteen (15).

Note: LFR has surveyed native grasslands in the development site and calculated the acreage of impacted native grasslands to be 0.497 acre.

Although fuel modifications were initially projected to impact an additional 0.6 acres of native grassland, the Santa Barbara County Fire Department has waived this requirement (letter from Capt. Martin Johnson to Sarah Bronstad, January 7, 2005).

2. A baseline assessment, including photographs, of the current physical and ecological condition of the proposed restoration site, including, a biological survey, a description and map showing the area and distribution of existing vegetation types, and a map showing the distribution and abundance of any sensitive species.
3. A description of the goals of the restoration plan, including, as appropriate, topography, hydrology, vegetation types, sensitive species, and wildlife usage.
4. Documentation of performance standards, which provide a mechanism for making adjustments to the mitigation site when it is determined, through monitoring, or other means that the restoration techniques are not working.

5. Documentation of the necessary management and maintenance requirements, and provisions for timely remediation should the need arise.
6. A planting palette (seed mix and container plants), planting design, source of plant material, and plant installation. The planting palette shall be made up exclusively of native plants that are appropriate to the habitat and region and that are grown from seeds or vegetative materials obtained from local natural habitats so as to protect the genetic makeup of natural populations. Horticultural varieties shall not be used. Plantings shall be maintained in good growing condition throughout the life of the project and, whenever necessary, shall be replaced with new plant materials to ensure continued compliance with the revegetation requirements.
7. Sufficient technical detail on the restoration design including, at a minimum, a planting program including a description of planned site preparation, method and location of exotic species removal, timing of planting, plant locations and elevations on the baseline map, and maintenance timing and techniques.
8. A plan for documenting and reporting the physical and biological "as built" condition of the site within 30 days of completion of the initial restoration activities. The report shall describe the field implementation of the approved restoration program in narrative and photographs, and report any problems in the implementation and their resolution.
9. Documentation that the project will continue to function as viable native grassland habitat, as applicable, over the long term.
10. Documentation that the permittee has obtained all necessary rights from the property owner to access, use and maintain the mitigation site in compliance with all requirements of the restoration plan.
11. **A Monitoring Program to monitor the Grassland Restoration and Enhancement:** Said monitoring program shall set forth the guidelines, criteria, and performance standards by which the success of the enhancement and restoration shall be determined. The monitoring programs shall include but not be limited to the following:
 - a. **Interim and Final Success Criteria:** Interim and final success criteria shall include, as appropriate: species diversity, total ground cover of vegetation, vegetative cover of dominant species and definition of dominants, wildlife usage, hydrology, and presence and abundance of sensitive species or other individual "target" species.
 - b. **Interim Monitoring Reports:** The permittee shall submit, for the review and approval of the Executive Director, on an annual

basis, for a period of five (5) years, a written monitoring report, prepared by a monitoring resource specialist indicating the progress and relative success or failure of the enhancement on the site. This report shall also include further recommendations and requirement for additional enhancement/restoration activities in order for the project to meet the criteria and performance standards. This report shall also include photographs taken from pre-designated sites (annotated to a copy of the site plans) indicating the progress of recovery at each of the sites. Each report shall be cumulative and shall summarize all previous results. Each report shall also include a "Performance Evaluation" section where information and results from the monitoring program are used to evaluate the status of the enhancement/restoration project in relation to the interim performance standards and final success criteria.

- c. Final Report: At the end of the five-year period, a final detailed report on the restoration shall be submitted for the review and approval of the Executive Director. If this report indicates that the enhancement/restoration project has, in part, or in whole, been unsuccessful, based on the performance standards specified in the restoration plan, the applicant(s) shall submit within 90 days a revised or supplemental restoration program to compensate for those portions of the original program which did not meet the approved success criteria. The revised or supplemental program shall be processed as an amendment to this permit.
 - d. Monitoring Period and Mid-Course Corrections: During the five-year monitoring period, all artificial inputs (e.g., irrigation, soil amendments, plantings) shall be removed except for the purposes of providing mid-course corrections or maintenance to ensure the survival of the enhancement/restoration site. If these inputs are required beyond the first two years, then the monitoring program shall be extended for every additional year such that inputs are required, so that the success and sustainability of the enhancement/restoration is ensured. The enhancement/restoration shall not be considered successful until it is able to survive without artificial inputs.
- B. The restoration and enhancement activities shall be implemented by qualified biologists, ecologists, or resource specialists who are experienced in the field of restoration ecology within 60 days after the completion of construction of the last residence. The Executive Director may grant additional time of good cause. The monitoring plan shall be implemented immediately following the enhancement/restoration. The permittee shall provide the resource specialist's qualifications, for the review and approval of the Executive Director, at least two weeks prior to the start of such activities.

3.0 METHODOLOGY

LFR conducted a review of documents concerning the development site and the Restoration Area and the surrounding areas, including a search of the California Natural Diversity Database (CNDDDB; California Department of Fish and Game [CDFG], 2003) for the U.S.G.S. 7.5 minute series Dos Pueblos, Goleta, and Santa Barbara topographic quadrangles. The California Native Plant Society's (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants (CNPS, 2004) was also queried for appropriate habitat within these quadrangles. Other resources utilized for this assessment included various state and federal regulations, review of other recent ecological reports completed in and around Ellwood Mesa, and LFR's direct experience in the area.

Wayne Ferren, former Director of the UCSB Museum of Systematics and Ecology Group (currently with Maser Consulting), and Melanie Dunbar Powers, Restoration Project Manager of the UCSB group, worked with LFR develop the Restoration Plan. Mr. Ferren and Ms. Dunbar Powers directed the successful restoration planning, design, implementation, and monitoring of native grasslands and vernal pool habitat at the Manzanita Village student housing complex on the UCSB Campus, neighboring the Restoration Area. Mr. Ferren also has extensive experience surveying vegetation on the Ellwood Mesa and surrounding area.

All plants found to be in a recognizable condition by LFR during the January 2005 as well as those documented in the EIR are listed in Table 1. Nomenclature follows the Jepson Online Interchange (Baldwin et al., 2004), which lists updates based on The Jepson Manual (Hickman, 1993). It is important to note that the list of vascular plant species on the Site presented in this report may not be comprehensive due to the fact that LFR surveys were concentrated in the winter. Habitat classification follows that described within the Open Space Plan. The vegetation descriptions for the development site and Restoration Area are based on field surveys conducted by LFR Botanist Mary Carroll and Ecologist Susanne Bernstein on January 6, 2005, and by Ms. Carroll and Ms. Dunbar Powers on January 12, 2005.

Vegetation sampling was conducted in both non-native grassland and native grassland habitat to provide baseline data for restoration planning and for the development of quantifiable performance criteria. A total of five 20-meter line transects were located in grasslands on Ellwood Mesa: two in native grassland (one with moister soil than the other), two in non-native grassland on drier sites and one in non-native grassland in saturated soil (saturated at the time of the survey). One-meter square quadrats were laid out alternately along the tape, with a one-meter gap between measurements for a total of ten quadrats per line. The total number of individuals and percent cover was recorded for each vascular plant species found in the quadrat. Data analysis of species density, cover, frequency, and importance is summarized in Sect. 4.2.2 and Table 6.

LFR mapped the extent of native grasslands and nearby vernal pools, as well as incidences of sensitive plant species and invasive weeds (e.g., Harding grass, sweet

fennel, olive) in the Restoration Area using a hand-held Garmin Global Positioning System (GPS 76S). Native grassland stands within the development site were also mapped in this manner. The resulting polygons were overlaid on a 2003 aerial photograph of the Ellwood Mesa.

4.0 GENERAL SITE CHARACTERISTICS AND BIOLOGICAL RESOURCES

This section provides a sampling of pertinent ecological studies on the development site and the Restoration Area, as well as a general description of the native grassland in the development area and the existing habitat in and adjacent to the restoration area. The biological characterizations herein incorporate data from all surveys, including the recent LFR field surveys. Detailed habitat accounts for all habitats in the development area are included in the Final Environmental Impact Report and are not repeated herein. A list of vascular plant species observed by LFR in January 2005 (along with species noted in past surveys in the area) is presented in Table 1. The sensitive species and habitats reported to occur or to potentially occur are listed in Table 2.

4.1 Previous Ecological Studies

The two primary documents reviewed to obtain a general understanding of the Ellwood Mesa and the Comstock Homes development project are listed below.

- Open space and habitat management plan for the Ellwood-Devereux Coast. (URS Corp., 2004a)
- Draft & Final EIR. Comstock Homes Development and Ellwood Mesa Open Space Plan (City of Goleta, 2004a; City of Goleta, 2004b)

Numerous other documents were utilized in the development of this Restoration Plan including previous ecological reports addressing the biological resources occurring or potentially occurring at the development site and in the Restoration Area. A sampling of these studies is provided below grouped loosely according to chronological period.

Late 1970s – Mid 1980s

University of California, Santa Barbara (UCSB) conducted studies on vernal pools and grasslands at Ellwood Mesa during this time period.

- Thompson, Jean. 1980. Flora of the vernal pools at Ellwood Mesa. [Senior thesis in which J. Thompson and W. Ferren created the name "Ellwood Mesa" for the site. Previous to this study, the County LCP did not recognize any ESHAs. The Moreland Construction Co. (i.e. Union Oil)

owned the property at the time and the authors were concerned about the future of the site.]

- Pritchett, D. A. 1985? (*date not provided to LFR*). Creation of vernal pools at Coal Oil Point Reserve, UCSB. [Senior thesis in which vernal pools on Ellwood Mesa were used as donor and reference sites.]

Pritchett, D.A. 1988. Creation, restoration, and enhancement of vernal pools (California). *Restoration and Management Notes* 5(2):92.

Pritchett, D.A. 1988. Creation and monitoring of vernal pools at Santa Barbara, CA. p282-92. *In* J.J. Berger (ed.) *Environmental restoration: science and strategy for restoring the earth*. Island Press. Washington DC.

- UCSB student (*name not provided to LFR*). 1986. Native grasslands at Ellwood Mesa. [This study by a UCSB student was conducted to map etc. native grasslands to draw attention to their importance (as well as the vernal pools) because of the threat of potential development proposals by the new owner, Southwest Diversified, who purchased the Ellwood Mesa from Union Oil.]

Mid 1980s - Mid 1990s

Additional ecological studies and planning documents including proposals for residential development and the first Open Space and Habitat Management Plan (1991).

- Ferren, W. R. and D. A. Pritchett. 1988. Enhancement, restoration, and creation of vernal pools at Del Sol Vernal Pool Reserve, Isla Vista, California. UCSB Herb. Environmental Report No. 13. [Ellwood Mesa vernal pools were used as donor and reference sites.]
- Forbes, H. C. 1988. Catalogues of the vascular plants of the vernal pools and related upland habitats of Isla Vista, Ellwood Mesa, and More Mesa, Santa Barbara County, California. *In* W. R. Ferren and D. A. Pritchett. *Enhancement, restoration, and creation of vernal pools at del Sol Vernal Pool Reserve, Isla Vista, California*. UCSB Herbarium Environmental Report No. 13.
- Ferren, W. R. and E. M. Gevirtz. 1990. Restoration and creation of vernal pools: cookbook recipes or complex sciences? *In* D. H. Ikeda and R. A. Schlising (eds.). *Vernal pool plants - their habitat and biology*. Studies from the Herbarium No. 8. California State University, Chico, CA.
- Soiseth, C. R. 1992. Invertebrate fauna and amphibians in vernal pools at Ellwood at Del Sol Reserve. *In* W. R. Ferren (Project Manager), *Del Sol Open Space and Vernal Pool Enhancement Plan: Fifth-year post-implementation environmental monitoring project*. A report to Isla Vista

recreation and park District and County of Santa Barbara Resource Management Department. Vernal Pool Reserve Team, Department of Biological Sciences, University of California, Santa Barbara.

- Napolitano, M.B. and B. Hecht. 1991. Hydrologic processes affecting vernal pools at Ellwood Beach and suggested approaches to mitigation. Unpublished report by Balance Hydrologics, Berkeley, CA. [Barry Hecht conducted important hydrological studies on vernal pools at Ellwood Mesa.]

Late 1990s - 2005

- LSA. 1991. Vernal Pools and Native Grasslands at the Ellwood Beach Project Site, Santa Barbara County.
- LSA. 1999. Open Space and Habitat Management Plan for the Nature Preserve at Monarch Point Reserve.
- Wiseman, S. W. and D. S. Cooper. 1997. Evaluating the effectiveness of creating vernal pools: a comparative study of the aquatic fauna of vernal pools at Ellwood Mesa, Del Playa Road, and Del Sol Reserve. Report to the Isla Vista Recreation and Park District.
- Ferren, W. R., D. M. Hubbard, S. Weisman, A. Parikh and N. Gale. 1998. Review of ten years of vernal pool restoration and creation in Santa Barbara, California. *In* C.W. Witham, Ecology, conservation, and management of vernal ecosystems. Proceedings from a 1996 conference. California Native Plant Society. [Includes analysis of data from Ellwood Mesa and other local sites for which studies occurred over a 10 year period.]
- Van Atta and Associates. 1997. Open Space Habitat Management Plan for Monarch Point. [Last in a series of OSHMPs for the Monarch Point project].

Other Important Documents

- Science Applications International Corporation (SAIC). [Reports on grassland studies to determine extent of native grasslands.]

4.2 Existing Conditions

The development site and Restoration Area are components of the larger 652-acre complex of open space and natural reserves/preserves called the Ellwood-Devereux Open Space. This area is characterized by coastal mesas and steep coastal bluffs underlain by weak marine mudstones of the late Miocene Sisquoc formation uplifted by the More Ranch fault, which bisects the Site along Devereux Creek (Norris 2003).

Soils south of Devereux Creek at the Site are comprised of Diablo Clay. Much of Ellwood Mesa is dominated by Concepcion Fine Sandy Loam soils on relatively flat terrain; these soils are poorly drained and support seasonally wet vernal pools, whereas vernal pools are absent north of Devereux Creek and the More Ranch fault (USDA-NRCS 1999, Ferren et al., 1998).

Yearly precipitation at the nearby Santa Barbara Airport is estimated at 15.98 inches, falling primarily between October and April (Western Regional Climate Center, 2004). The local weather pattern of mild, wet winters and warm, dry summers is characteristic of Mediterranean-climate regions, and the effect of the dry summers on plant life is ameliorated somewhat by the presence of summer fog.

Temperatures in the area are generally mild, with a mean annual temperature of 59°F, an average maximum July temperature of 74°F, and an average January minimum temperature of 40°F (Western Regional Climate Center, 2004).

In the Ellwood-Devereux Open Space area, large expanses of native grassland cover the Ellwood Mesa, especially to the east approaching Coal Oil Point, and vernal pools punctuate both native and non-native grassland habitats throughout the area.

4.2.1 Native Grassland Habitat of the Development Site (Ali d'Oro)

The 36-acre development site supports several native habitats including native grassland habitat that will be impacted by project activities. Habitat descriptions for all of the habitat types at the site are provided in the FEIR and are not repeated herein.

Native Grassland - Development Site

The development site supports few patches of native grassland, primarily occurring near the two drainages. Native grasslands are dominated by clumps of tufted or spreading perennial grasses ranging from one to four feet in height interspersed with wildflowers and occasional shrubs and trees. Perennial native grasses include purple needlegrass (*Nassella pulchra*), alkali rye (*Leymus triticoides*), blue wild rye (*Elymus glaucus*), California meadow barley (*Hordeum brachyantherum subsp. californicum*); and California brome (*Bromus carinatus var. carinatus*). Saltgrass (*Distichlis spicata*), a native rhizomatous perennial, may also be present.

Unlike non-native annual grasslands, which are dominated by grasses that go to seed and die completely in summer, native perennial grasses often do not completely die back in summer; a well-developed root system up to seven or more feet deep (Stromberg and Kephart, 2004) allows them to persist during the hot dry months and to continue to occupy the same site from year to year. Purple needlegrass may occur in large stands or scattered among other native and non-native species, sometimes mixing with California meadow barley. In patches between the native grasses, annual wildflowers such as lupines (*Lupinus* species),

Muehlenberg's centaury (*Centaureum muehlenbergii*), and a host of other species appear in spring and fade in summer. Herbaceous perennials, including blue-eyed grass (*Sisyrinchium bellum*), bloom in spring as well. Summer-active annuals and herbaceous perennials such as tarweeds (*Madia* and *Deinandra* species) are also present among the grasses, along with patches of coyote bush (*Baccharis pilularis*) and sawtoothed goldenbush (*Hazardia squarrosa*).

Alkali rye (*Leymus triticooides*, a rhizomatous perennial), also known as creeping wild-rye, is often found in drainages, swales, and moist soils and may form large stands. It is found in two locations at the development site to the east of drainage B, and these locations will be outside the development footprint (Figure 4). It is classified as a facultative indicator wetland plant (FAC+) by the USFWS (1996), meaning that it occurs in wetlands (34-67% of the time) and also in non-wetlands, with trending towards the higher percentages of wetland distribution throughout its range in California.

Meadow barley (*Hordeum brachyantherum*), a delicate tufted grass, is represented by two subspecies in the Ellwood Mesa area. One of the subspecies, California meadow barley (*Hordeum brachyantherum* subsp. *californicum*), is found in drier locales than *H. brachyantherum* subsp. *brachyantherum*. It was observed growing near Drainage B at the development site (by itself and with purple needle grass) as well as in an elongate patch along the eastern perimeter with alkali rye. California meadow barley is classified as a facultative upland plant by USFWS (1996).

4.2.2 Habitat Characterization of the Ellwood Mesa Native Grassland Restoration Area

Native grassland mitigation at a replacement ratio of 3:1 is required to offset the loss of 0.497 acre of native grassland at the Ali D'Oro development site as calculated from the January 2005 LFR survey. In order to select and approve a suitable restoration site approximately 1.49 acre in size, City of Goleta Senior Planner Anne Wells and LFR representatives Greg McGowan, Susanne Bernstein, Mary Carroll, and Melanie Powers visited the Project Site and the Ellwood Mesa Open Space. A location was identified for restoration in the Ellwood Mesa Open Space near existing native grassland. This site is currently dominated by European annual grasses and by small but spreading patches of two invasive exotics - Harding grass (*Phalaris aquatica*) and fennel (*Foeniculum vulgare*). Much of this area was mapped as "Native Grassland" in the Open Space Plan even though it was found to be dominated by non-native grasses in the LFR survey conducted with Ms. Wells. Mapping for the Open Space Plan was used conservative (inclusive) estimates of native grassland locations, which included relatively large areas of non-native grasses; the minimum mapping unit was 50 feet (A. Wells, pers. comm. 1/11/05). The area selected for native grassland restoration was mapped with a GPS system and totaled approximately 1.49 acres. Restoration of 1.49 acres of non-native grassland in this area would serve the dual function of restoring native grassland to Ellwood Mesa while removing the threat of exotic weeds to the existing native grassland.

The area surrounding the selected Restoration Area currently supports three habitats in the immediate vicinity: non-native grassland, native grassland, and southern vernal pool. The locations of these habitats are shown on Figures 3 and 5. Figure 5 also indicates the location of special status species found on the Site. It should be noted that while the identified Restoration Area includes existing native grassland, the existing native grassland area is not being counted towards meeting the mitigation requirement. This plan includes the restoration of 1.49 acres of non-native habitat to native grassland. Botanical nomenclature follows the Jepson Manual (Hickman, 1993). Habitat classification follows that described within the Open Space Plan (based on a modified version of Holland, 1986). The vegetation description is based on a field survey of the Restoration Area and surrounding habitat conducted by LFR Botanist Mary Carroll and Plant Ecologist Susanne Bernstein on January 6, 2005 and Mary Carroll on January 12, 2005.

Non-native Grassland - Restoration Area and Environs

The Restoration Area is dominated primarily by invasive non-native grasses and forbs. Introduced European annual grasses predominate, and include slender wild oats (*Avena barbata*), rip-gut brome (*Bromus diandrus*), Mediterranean barley (*Hordeum marinum*), and rattail fescue (*Vulpia myuros*). In moist soils, annual Italian ryegrass (*Lolium multiflorum*) is common. The invasive perennials Harding grass (*Phalaris aquatica*) and fennel (*Foeniculum vulgare*) occur in a few small patches and exhibit signs of spreading, with outlying individuals radiating from a population center. Associated with these grasses are non-native forbs such as field mustard (*Brassica rapa*), wild radish (*Raphanus sativus*), and filaree (*Erodium cicutarium*, *E. botrys*, *E. moschatum*) along with non-native vetch (*Vicia sativa*), bur-clover (*Medicago polymorpha*), sheep sorrel (*Rumex acetosella*), smooth cat's ears (*Hypochoeris glabra*), sow thistle (*Sonchus oleraceus*), and others. Some native wildflowers also occur in these non-native grasslands, including blue-eyed grass (*Sisyrinchium bellum*), bicolored lupine (*Lupinus* species), Carolina geranium (*Geranium carolinianum*), dove weed (*Croton* [*Eremocarpus*] *setigerus*), and others. Isolated individuals of coastal goldenbush (*Isocoma menziesii* var. *vernonioides*), coyote bush (*Baccharis pilularis* subsp. *consanguinea*), and Santa Barbara honeysuckle (*Lonicera subspicata* subsp. *subspicata*), a CNPS List 1B plant also are present. Non-native olive trees (*Olea europea*) are also scattered throughout the site and appear to be spreading.

Trail edges are dominated by ruderal species such as Australian brass buttons (*Cotula australis*), Australian saltbush (*Atriplex semibaccata*), burclover, cheeseweed (*Malva parviflora*), and others.

Vegetation sampling conducted by LFR in non-native grassland during January 2005 reveals the greatest dominance by three grasses (Table 4): ripgut brome (*Bromus diandrus*), Italian ryegrass (*Lolium multiflorum*), and rattail fescue (*Vulpia myuros*). Ripgut brome has the highest cover, density, and frequency of any other species in non-native grassland. Of the 30 meter² quadrats, 20 were located in drier soils than the other 10. Ripgut brome dominates the dry sites, although Italian

ryegrass becomes much more abundant in moist soils. These grassland surveys, which were placed in the proposed restoration area, indicate a paucity of native species in the presence of high cover by non-native grasses. Many non-native grasses are extremely competitive and may also produce allelopathic chemicals that interfere with the germination and growth of other plants.

Native Grassland - Restoration Area and Environs

Native grassland covers large areas of the eastern portion of Ellwood Mesa. These grassy areas are dominated by purple needlegrass (*Nassella pulchra*), which exhibit densities varying from 5 to 75 % cover. The Restoration Area is located adjacent to native grassland in the central portion of this area (Figure 3). Around trails and in isolated patches within the grassland, California meadow barley (*Hordeum brachyantherum* subsp. *californicum*) grows and is often found with owl's clover (*Castilleja densiflora*). Native grassland also contains native perennial species such as blue-eyed grass (*Sisyrinchium bellum*), western rush (*Juncus occidentalis*), and hedge-nettle (*Stachys ajugoides* var. *ajugoides*). In patches between the native grasses, annual wildflowers may occur as well, including bicolored lupine (*Lupinus* species), Carolina geranium (*Geranium carolinianum*), Muehlenberg's centaury (*Centaureum muehlenbergii*), and others. Summer-active annuals and herbaceous perennials such as tarweeds (*Madia* and *Deinandra* species) are also present among the grasses, along with occasional coastal goldenbush (*Isocoma menziesii* var. *vernonioides*) individuals.



Native Grassland on the Ellwood Mesa. Photograph by Susi Bernstein.

Purple needlegrass (*Nassella pulchra*) has over 70% mean cover in native grassland quadrats in vegetation sampling conducted by LFR during January 2005 (Table 6). An average density of 14.6 needlegrass per meter² was recorded, with a range of 6 to 25, and needlegrass consistently appeared in every native grassland plot, resulting in a mean frequency of 1.0, the equivalent of 100%. Rippgut brome is relatively unimportant in well established native grassland, regardless of moisture. Non-native rattail fescue had much lower cover than purple needlegrass, but due to its high densities and frequency, it has an equivalent importance value to the needlegrass. Rattail fescue tends to occur under the edges and between needlegrass clumps and may inhibit the growth and establishment of native forbs and grasses.

The LFR survey indicated that the area of native grassland in the Restoration Area is approximately 0.4 acre. As noted previously, this habitat provides the anchor for restoration and will not be quantified in terms of meeting restoration performance criteria.

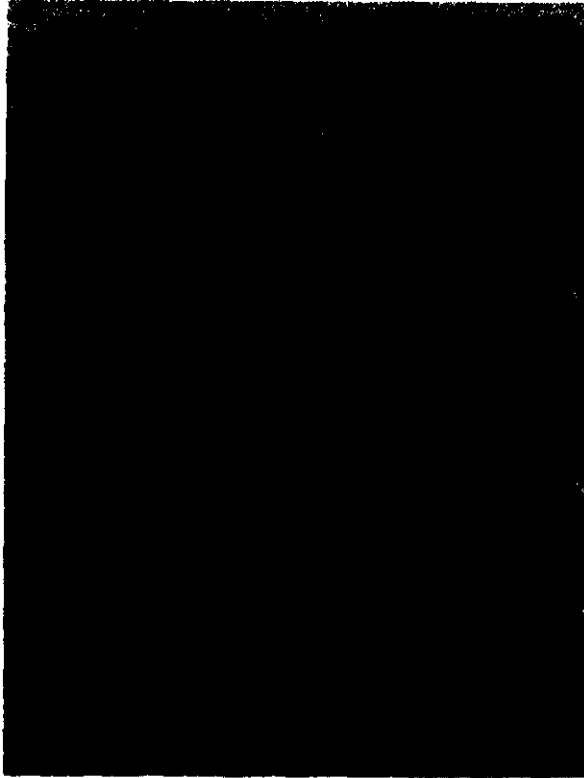
Southern Vernal Pool - Restoration Area and Environs

Immediately adjacent to the grassland areas proposed for restoration are scattered vernal pools. Although restoration of vernal pool habitat is not proposed as a part of this project, these wetlands are extremely vulnerable to disturbance. Characteristics of vernal pools are summarized here because protection of this sensitive habitat will be required during all phases of restoration. The description below is taken directly from the FEIR.

Vernal pools form as winter rains fill topographic depressions where underlying claypan layers prevent the water from percolating through to the subsurface (ESA, 1992; Thompson, 1981). Eventually these pools become dry due to subsurface drainage, evaporation, and plant evapotranspiration, remaining dry throughout the summer until late fall and winter rains again initiate pool formation.

Southern vernal pool habitats are characterized by particular plant associations that are adapted to alternating wet and dry conditions (Thompson, 1981; Zedler, 1987). Such plant species characterizing vernal pools include coyote thistle (*Eryngium vaseyi*), wooly heads (*Psilocarphus brevissimus*), and popcorn flower (*Plagiobothrys undulatus*) (SAIC, 2000a). These species generally decrease in abundance toward the outer margins of pools where grasses become dominant. Vernal pools within the project area are generally small in area, only a few inches deep, and are dominated by ephemeral annual and perennial hydrophytes such as wooly heads, coyote thistle, common spikerush (*Eleocharis macrostachya*), lowland cudweed (*Gnaphalium palustre*), southern tarplant (*Hemizonia parryi* ssp. *australis*), curly dock (*Rumex crispus*), toad rush (*Juncus bufonius* var. *bufonius*), loosestrife (*Lythrum hyssopifolia*), Mediterranean barley (*Hordeum marinum* ssp. *gussoneanum*), Italian ryegrass (*Lolium multiflorum*), and rabbitsfoot grass (*Polypogon monspeliensis*). Vernal pools are scattered throughout the flat mesas and intergrade with the non-native annual grassland and native grassland habitats and total 2 acres, occurring on Ellwood Mesa and Santa Barbara Shores.

During the LFR surveys, the sensitive southern tarplant (*Centromadia parryi* ssp. *australis*), a CNPS List 1B plant, was noted to occur in and around vernal pools in the area as well. Ellwood Mesa is believed to represent the northern limit for this rare plant.



Vernal pool immediately adjacent to restoration area on Ellwood Mesa with *Cyperus eragrostis*.
Photograph by Mary Carroll.

Vernal pools immediately adjacent to the Restoration Area support the above species as well as tall cyperus (*Cyperus eragrostis*) and meadow barley, along with wallow starwort (*Callitriche marginata*), water pygmy weed (*Crassula aquatica*), short-seeded waterwort (*Elatine brachysperma*), chaffweed (*Centunculus minimus*), and the non-native hyssop loosestrife (*Lythrum hyssopifolium*) and curly dock (*Rumex crispus*).

4.3 Important Biological Resources

Table 2 lists sensitive ecological resources known to occur or to potentially occur in the Ellwood Mesa area. This list is based on the LFR field survey, discussions with Mr. Ferren and Ms. Dunbar Powers, a review of the Open Space Plan and associated EIR documents, and on a current search of the CNDDDB and CNPS rare plant databases. It includes occurrences of sensitive habitat or species on both the

development site and in the Restoration Area. Figures 4 and 5 show the locations of sensitive resource for the development site and the Restoration Area, respectively.

A list of sensitive resources known from the development site, Restoration Area or directly adjacent to the Restoration Area is provided below.

4.3.1 Sensitive Habitats Located in the Vicinity of the Restoration Area

All sensitive habitats below are listed as rare in the California Department of Fish and Game California Natural Diversity Database (CNDDDB).

Native Grassland

Found at and around the Restoration Area and the development site.

Southern Vernal Pool

Found immediately adjacent to the Restoration Area (Note: vernal pool restoration is not part of this project).

4.3.2 Sensitive Plants

The plants listed below are included because they have either been located within the restoration area or have been located immediately adjacent to the restoration area. Restoration staff needs to be aware of these plants in order to minimize disturbance during all phases of the restoration project.

California Native Plant Society List 1B (Rare, Threatened and Endangered in CA and elsewhere)

Southern tarplant (*Centromadia [Hemizonia] parryi australis*)

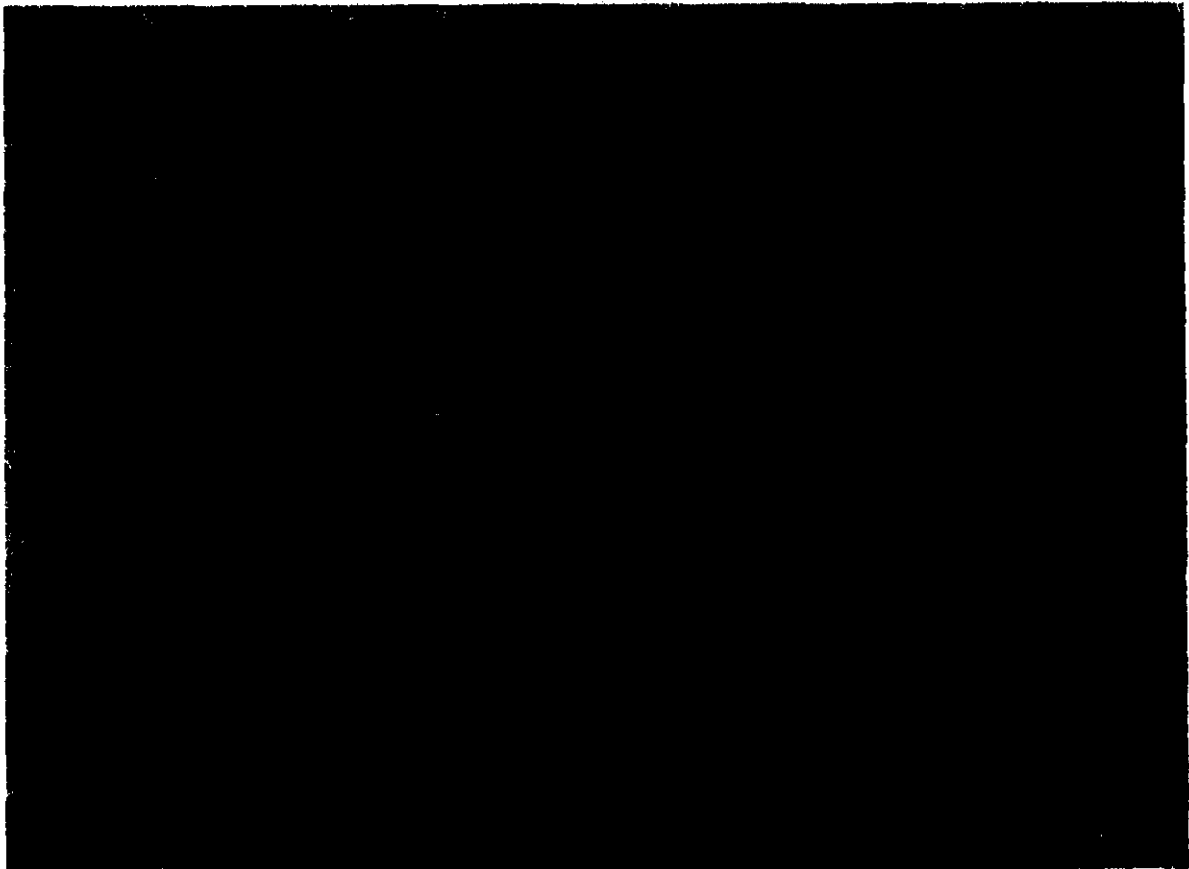
The southern tarplant is an annual herb that occurs in vernal pools near the coast and was observed by LFR outside the restoration area. It is a spiny annual varying from a prostrate habit to an erect bushy annual over 0.5 meters in height and width. A member of the sunflower family, it is densely covered with glands that emit a sweet scent when touched. Its yellow flowers appear in summer and fall and age to red; anthers are brown to black, which is a unique feature for this subspecies.

This subspecies ranges from Baja California to Santa Barbara County, and the Ellwood Mesa is in the vicinity of the northern extent of its range. Although it used to be common locally (Smith, 1998), population fragmentation is a serious problem, and the plant continues to be threatened by urbanization, vehicles, and foot traffic.

Santa Barbara honeysuckle (*Lonicera subspicata* var. *subspicata*)

The Santa Barbara honeysuckle is an evergreen shrub that often clambers over other shrubs in coastal scrub, chaparral, and woodland habitats. The narrowly

elliptic evergreen leaves distinguish this variety from other honeysuckles. Flowers are pale yellow and often hairy. This unique variety of honeysuckle is known primarily from Santa Barbara County, and the Santa Ynez Mountains and nearby Transverse Ranges in particular. On Ellwood Mesa it is extremely rare, perhaps a remnant of coastal scrub vegetation that formed a mosaic with native grassland, and vernal pools prior to human disturbance. It is easy to overlook but one patch was found in the restoration area and another nearby (photo). This subspecies, with its limited range, continues to be threatened by development of natural habitat and other disturbances.



Santa Barbara honeysuckle almost invisible among non-native grasses in proposed restoration area. Photograph by Mary Carroll.

In addition to the two species listed above, there are other plant species of local interest that are known to occur on the Ellwood Mesa in the vicinity of the Restoration Area. One such plant observed in the Restoration Area is Muehlenberg's centauray (*Centaurium muehlenbergii*). This plant was observed in the proposed Restoration Area during the LFR survey. While this species has no formal protection status it is notable in that the Ellwood Mesa/Isla Vista area represents the southern limit of its range.

4.3.3 Wildlife

Sensitive wildlife species with the potential to occur in the vicinity of the Site are listed in Table 2, along with any known occurrence information. Information is based on the Open Space Plan and FEIR documents (City of Goleta, 2004a; City of Goleta, 2004b), as well as LFR surveys and discussions with other biologists.

The following wildlife species have either been seen during the LFR survey or have been seen on the Ellwood Mesa in the past. Because of this, they have the potential to be utilizing the Restoration Area or its vicinity.

US Fish and Wildlife Service Species of Concern; California Department of Fish and Game Fully Protected under the CA Endangered Species Act

- **White tailed kite** (*Elanus leucurus*)

US Fish and Wildlife Service Species of Concern; State Endangered

- **Peregrine falcon** (*Falco peregrinus anatum*)

US Fish and Wildlife Services Species of Concern; State Threatened

- **Burrowing owl** (*Athene cunicularia*)

US Fish and Wildlife Services Species of Concern; California Department of Fish and Game California Species of Concern

- **Loggerhead shrike** (*Lanius ludovicianus*)

US Fish and Wildlife Services Species of Concern

- **Monarch butterfly** (*Danadus plexippus*)
- **California thrasher** (*Toxostoma redivivum*)

California Department of Fish and Game California Species of Concern

- **Coast horned lark** (*Eremophila alpestris actia*)
- **Cooper's hawk** (*Accipiter cooperii*)
- **Golden eagle** (*Aquila chrysaetos*)
- **Merlin** (*Falco columbarius*)
- **Northern harrier** (*Circus cyaneus*)
- **Prairie falcon** (*Falco mexicanus*)

- **Sharp shinned hawk** (*Accipiter striatus*)
- **Short-eared owl** (*Asio flammeus*)

Species Protected Under the California Department of Fish and Game Code
(Section 3503.5) and the Migratory Bird Treaty Act

- **Red-tailed hawk** (*Buteo jamaicensis*)
- **Red-shouldered hawk** (*Buteo lineatus*)

Species Locally Protected

- **Turkey vulture** (*Cathartes aura*)

5.0 RESTORATION

This Restoration Plan details the materials and methodology for the restoration of 1.49 acres of native grassland in a location currently dominated by non-native species and contiguous to existing native grassland on Ellwood Mesa. This plan has been developed to facilitate the mitigation of impacts to 0.497 acre of native grassland associated with the proposed Ali D'Oro residential development. The impacted grassland acreage has been revised from 0.3 acre to reflect the results of the recent LFR survey. The species chosen for the plantings are based on surveys of nearby native grassland adjacent to the Restoration Area. The restoration will be subject to five years of maintenance and monitoring, and must achieve quantified performance standards to ensure successful replacement of impacted native grassland.

Several factors have been considered in preparing this Restoration Plan. These include:

- Soil conservation and erosion control;
- Exotic species removal;
- Habitat and species diversity and ecological functions;
- Conservation and stewardship of local genetic and cultural types;
- Establishment of conditions that will enhance sustainability of the restored habitats through time;
- History of the site; and
- Community needs and uses.

The restoration activities described in the following sections have been designed to protect existing wildlife and native plant habitat on the Ellwood Mesa, remove invasive exotic plant species with the potential to spread in the area, and to increase the size of existing native grassland stands.

5.1 Mitigation Site Selection

The development of the Ali D'Oro development site by Comstock Homes is anticipated to impact 0.497 acre of native grassland based on the recent LFR January 2005 survey. At the required 3:1 replacement ratio, 1.49 acres of native grassland must be restored to mitigate these impacts. An area approximately 1.6 acre in size has been located on Ellwood Mesa for conversion from non-native grassland to native grassland with approval by Anne Wells, City of Goleta Senior Planner.

This Restoration Area is currently dominated by European annual grasses and by small but spreading patches of two invasive exotics - Harding grass (*Phalaris aquatica*) and fennel (*Foeniculum vulgare*). A portion of a public trail slated for closure intersects the Restoration Area and would be included in restoration activities, including focused weed maintenance. Restoration of approximately 1.49 acres of non-native grassland in this area will enhance native grassland on Ellwood Mesa and remove threats by exotic weeds to the existing native grassland.

5.2 Responsible Party and Restoration Goals

Comstock Homes, or their successor in interest, is obligated to prepare a restoration plan for the native grasslands impacted by the pending development and to fund all subsequent work. Although not required by the Conditions of Approval, Comstock Homes has agreed to be responsible for funding and implementing this restoration project.

Habitat restoration at the site is based on the following restoration goals, as outlined in the Open Space Plan:

Native Grassland Goal 1: Protect and enhance native grasslands in the Open Space Plan Area.

- **Native Grassland Policy 1:** Manage public access to protect and enhance native grasslands.
- **Native Grassland Policy 2:** Seek opportunities to enhance and restore native grasslands, provided they do not conflict with other existing ESHAs or key public access corridors.
- **Native Grassland Policy 3:** Initial native grassland enhancement and restoration should focus on the Ellwood Mesa, South Parcel Nature Park, and West Campus Bluffs Nature Park.

Habitat Goal 1: Protect, enhance, and, where feasible, restore ESHAs in the Open Space Plan Area.

- **Habitat Policy 1:** Focus high priority habitat enhancement and restoration initial improvements and opportunities on invasive exotic species control in wetlands, enhancement and restoration of riparian and non-riparian wetlands, ensuring the long-term vitality of the monarch groves, and enhancement and restoration of native habitats that are under-represented in the Open Space Plan Area.
- **Habitat Policy 2:** Enhance and restore native habitats to be self-sustaining and not reliant on long-term human management and intervention.
- **Habitat Policy 3:** Control and, where feasible, eradicate invasive exotic species within the Open Space Plan Area in a manner that protects ESHAs from adverse impacts.
- **Habitat Policy 4:** Avoid enhancing or restoring an ESHA if it will result in significant adverse impacts on another ESHA.
- **Habitat Policy 5:** Minimize the use of herbicides for the management of invasive exotic plant species. Use herbicides only when other non-chemical methods have been attempted or determined to be infeasible.
- **Habitat Policy 6:** Use genetic stock for seeds and plants from the Ellwood-Devereux watershed in all native habitat enhancement and restoration on University-owned land. Use genetic stock for seeds and plants from the South Coast from Carpinteria to Gaviota in City of Goleta- and County-owned lands.

These goals, as provided in the Open Space Plan, guide the approach to restoring native grassland in Ellwood Mesa.

6.0 SITE AND RESTORATION PREPARATION

A Restoration Manager should be retained to oversee the restoration implementation, which includes site preparation, plant salvaging, seed/division/cutting collection, and plant propagation. The Restoration Manager should be involved in the selection of subcontractors and the assignment of work tasks, as well as preparation of a detailed map that shows the location of sensitive resources to be protected on the site, weed eradication sites, location of seeded areas and planting sites, perimeter fencing, access road, and other restoration features.

The initial phase of site preparation for the native grassland restoration area will focus on weed eradication prior to planting. Methods for treating various exotic

weeds are described in detail below. Weed eradication will be conducted by properly licensed and experienced technicians under the supervision of the Restoration Manager. Prior to weed removal, all existing native grasses, native shrubs, sensitive species, and vernal pools in the vicinity of the Restoration Area will be flagged and/or fenced off with protective construction fencing. Such fencing should be installed prior to commencement of any work in the area to ensure that existing sensitive resources are protected (see Section 7.11 and 7.12 for more discussion of fencing, as well as interpretive signs for the public).

It is also important to note that past land management activities as well as historic and current use of the Ellwood Mesa have contributed to soil compaction in the area. Compacted soils will be an issue on the trail slated for closure that intersects the Restoration Area. It may also be an issue elsewhere in the Restoration Area. Prior to implementation of the following activities, the soil compaction in needlegrass patches should be tested and compared to that in areas dominated by non-native grasses. Depending on the outcome, a decision may be made to loosen the soil in certain areas by raking or discing.

6.1 Salvaging native plant material

Salvaging and transplanting native species from the development site and in the Restoration Area may be desirable. Salvage efforts should be timed to minimize moisture and heat stress. The plants may be pruned prior to moving to minimize damage to the plant, to reduce surface area for evapotranspiration, and to remove excess branches. Rhizomes and/or whole plants of desired species can be dug and placed in large plastic bags or buckets. The salvaged plants should be kept moist while moving and should be taken with the root ball still intact. These should be transplanted to the restoration area within 36 hours. Once planted in the new location, the plants should be thoroughly watered. Purple needlegrass responds well to salvaging, and will be the focus of salvaging efforts on the Comstock Development Site.

Those that cannot be planted soon after digging should be promptly placed in containers and grown in a nursery.

6.2 Weed Control

6.2.1 Removal of Harding Grass and Fennel

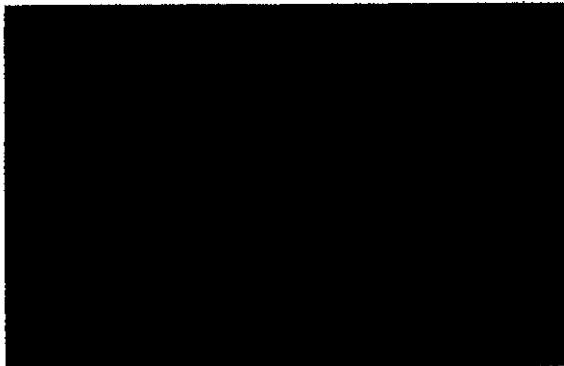
It is essential for project success that there is an aggressive program to remove/reduce the presence of weeds prior to planting, and that the removal of these weeds continues until native species overwhelmingly dominate vegetation in the Restoration Area. It should be understood by all responsible parties associated with this Restoration Plan that weed control is likely the most important factor hindering success of native grassland restoration projects.

In addition to widespread annual European grasses and mustards (discussed below), there are a number of exotic weedy species in the Restoration Area that are designated by either the California Department of Food and Agriculture and/or the California Invasive Plant Council as Noxious Weeds. These species must be suppressed and/or eradicated during the initial phase of site preparation. These species are listed in Table 3.

The top priority for initial weed eradication is the elimination of Harding grass (*Phalaris aquatica*) and fennel (*Foeniculum vulgare*). Successful treatment of these two noxious weeds will also serve as a template for their treatment elsewhere on Ellwood Mesa, where there are larger patches of each.

Harding grass (*Phalaris aquatica*): Harding grass forms large clumps comprised of upright, coarse, blue-gray leaves with flowering heads arising on long stalks from one to three feet above the foliage. It produces deep roots, and can spread laterally on short rhizomes, enlarging existing clumps. It is tolerant of both moist soils and dry conditions. Flowers are produced in late spring as soils dry, with most seed forming during the summer months. Up to 40,000 seeds can be produced per square meter (Bossard et al. 2000). Although Harding grass is aggressive once established, its seedlings are weak competitors.

Harding grass has been planted as feed for cattle in the past on the Ellwood Mesa. A few spreading clumps of Harding grass (with an estimated 10-20 individuals within each clump) are located in the restoration area, and other larger clumps are found on Ellwood Mesa. Hence, immediate removal is essential to prepare the site for restoration. The entire plant and all of its roots should be dug up and bagged for removal anywhere it is encountered. Like many other perennial weeds, it can easily become established if small pieces of rhizome remain, so care should be taken to remove the entire plant. An ongoing plan for Harding grass removal as soon as it is encountered in the restoration area and nearby environs should prevent this weed from reestablishing large colonies in the area.



Harding grass in restoration area. Photograph by LFR.

Fennel (*Foeniculum vulgare*): Fennel is an upright multi-stemmed herbaceous perennial with finely divided leaves with linear segments and a distinctive anise

scent. Deep taproots anchor the plant in place and provide moisture in summer when the plant produces profusions of tiny yellow flowers in star-shaped clusters (umbels). Prolific seed production enables the species to rapidly invade disturbed areas, where it can replace much of the vegetation.

Fennel is highly invasive and occurs in a few clumps of 20-30 individuals at the restoration site. This makes immediate removal of this plant a high priority. The entire plant and all of its roots should be dug up and bagged for disposal anywhere it is encountered. Like many other perennial weeds, it can easily become established if small pieces of stem remain, so care should be taken to remove the entire plant. An ongoing plan for removing fennel as soon as it is encountered in the restoration area and nearby environs should prevent this weed from reestablishing large colonies in the area.



Fennel at the restoration site.
Photograph by LFR.

Specific removal guidelines for Harding grass and fennel

The following directives will be employed:

- Plants shall be removed by hand or employing other mechanical methods. It is critical with both species that the entire root mass be removed to ensure the plants do not resprout.
- Winter and early spring are ideal times for removing these species prior to seed set.

- All parts of the plants should be bagged and removed from the site
- Chemical herbicides should be avoided due to the close proximity of native grassland plants and vernal pools. In addition, there may be native seeds, such as forbs that resprout following fire or other disturbance, in the seed bank that may be killed if herbicides are used. In accordance with Habitat Policy 5 of the Open Space Plan, herbicides will only be considered for use if the non-chemical methods proposed here are attempted and determined by the Restoration Manager to be infeasible.
- Current occurrences of Harding grass and fennel in the Restoration Area have been mapped and are shown on Figure 5. Following their eradication, new occurrences of Harding grass and fennel should be removed in the Restoration Area, as well as mapped and monitored in adjacent areas surrounding the Restoration Area as part of the post-restoration monitoring phase. Noxious weeds should also be removed in areas adjacent to the restoration; a buffer zone for removal of noxious weeds should extend beyond the perimeter of the Restoration Area for a minimum of 100 feet. The Restoration Manager should check for resprouts and also document and remove any new seedlings that are growing. These should be removed immediately, as there is much less labor involved when the plants are small. Since the area is flat, it is not anticipated that erosion control measures will be needed within the buffer zone. Weed removal areas will be monitored for recruitment of both native and not-native species, and non-natives will be removed from weeded sites within the buffer zone.

6.2.2 Removal of Other Non-Native Species

Other noxious weeds in the Restoration Area include: scarlet pimpernel (*Anagallis arvensis*), tocalote (*Centaurea melitensis*), Bermuda-grass (*Cynodon dactylon*), smooth cat's ears (*Hypochoeris glabra*), cheeseweed (*Malva parviflora*), bur-clover (*Medicago polymorpha*), bristly ox-tongue (*Picris echioides*), sheep sorrel (*Rumex acetosella*), curly dock (*Rumex crispus*), sow thistle (*Sonchus oleraceus*), and vetch (*Vicia sativa*). One individual of olive (*Olea europa*) exists in the Restoration Area, although individuals were also noted to be spreading in the vicinity. In addition, mustards (*Brassica rapa*, *B. nigra*, and *Hirschfeldia incana*), wild radish (*Raphanus sativus*), filaree (*Erodium cicutarium*, *E. botrys*, *E. moschatum*), European annual grasses such as slender wild oats (*Avena barbata*), rip-gut brome (*Bromus diandrus*), Mediterranean barley (*Hordeum marinum*), annual fescues (*Vulpia species*), and Italian ryegrass (*Lolium multiflorum*) are common. A patch of the invasive jointed goat grass (*Aegilops cylindrica*) also occurs on Ellwood Mesa and should be monitored, and removed, if possible. Table 3 lists the weeds encountered or likely to occur in the Restoration Area.

As with Harding grass and fennel, weedy perennials such as Bermuda-grass, olive, sheep sorrel, and curly dock need to be dug up completely, bagged, and removed from the site. For removal of annual species, a sustained eradication effort is

necessary. The importance of the weed eradication program cannot be understated, as most grassland restoration projects are not successful due to the abundance of non-native annual grasses and forbs. Non-native species can both chemically and physically retard restoration success. Some non-native species produce allelopathic chemicals that interfere with germination of native seedlings and non-native grasses often produce thick thatch that seedlings are unable to penetrate. Thus, aggressive eradication of all weeds is required to ensure project success.



European olive at the Restoration Area.
Photograph by LFR.

Specific removal guidelines for eradication of non-native annuals and forbs

The following directives will be employed:

- Use “grow-and-kill” techniques, preferably repeating the process several times before planting any native species. It is significantly easier to employ a broad non-selective weed abatement approach than to hand weed around natives once they are planted. The grow-and-kill can be conducted several ways, but all methods follow the same basic steps:
 - Allow for growth of annual exotic species, irrigating if necessary.
 - Kill all weeds in the restoration area. Techniques include hoeing, hand weeding, and black plastic solarization for non-native annual species. No herbicides are proposed in this plan.
 - Repeat these steps several times until weed seed bank is mostly depleted. *Note: due to the proximity of non-native grassland to the restoration area, new seeds will continually be dispersed into the Restoration Area, so ongoing aggressive weed removal will be necessary even after the initial grow-and-kill efforts.*
 - Rake and remove the remaining thatch left behind after the treatment. Natural recruitment of needlegrass has been more successful on exposed soil on other sites on the Ellwood Mesa, compared to sites covered with annual grass thatch.

- Begin the active weed removal part of the grow-and-kill cycle after the first growth of weeds but *before they set seed*. This can be done following the first rains of the season, or following deep irrigation. The first crop of weeds is killed using hoes, black plastic, or ripping the soil with heavy machinery such as a tractor with harrow attachments. Due to the sensitive hydrology of adjacent vernal pools, the latter should only be done if absolutely necessary with limited or no change to the existing topography, only within the two years of the project.
- Once the weeds have been killed, the soil should be stabilized around any slopes using erosion control fabric and/or wattles to ensure that soil is not lost (see Section 7.7). The process of growing and killing can be conducted several times during the fall, winter and spring depending on rainfall patterns. Weeds do not grow as well during the warm months of summer, even with irrigation, so it is suggested that the grow-and-kill not be conducted during this time.
- Hoeing or tilling deeply brings up buried weed seeds. Deep tilling should only be done once at the beginning of the restoration project.

6.3 Plant and Seed Material

The following sections provide details on the selection, collection, treatment, storage, and propagation of restoration plant materials.

6.3.1 Species composition

Native grassland habitat on Ellwood Mesa in the vicinity of the Restoration Area is dominated by purple needlegrass (*Nassella pulchra*). California meadow barley (*Hordeum brachyantherum* subsp. *californicum*) grows among the purple needlegrass clumps along with natives such as blue-eyed grass (*Sisyrinchium bellum*); in moist locations, western rush (*Juncus occidentalis*) and hedge-nettle (*Stachys ajugoides* var. *ajugoides*) grow among the purple needlegrass. In patches between the native grasses, annual wildflowers may occur as well, including bicolored lupine (*Lupinus* species), Muehlenberg's centaury (*Centuareum muehlenbergii*), and others. Summer-active annuals and herbaceous perennials such as tarweeds (*Madia* and *Deinandra* species) are also present among the grasses, along with occasional coastal goldenbush (*Isocoma menziesii* var. *vernonioides*) individuals.

Table 4 provides a proposed list of species to be included in the native grassland at the restoration site. This plan is intended to emphasize the planting of native grasses; associated species will be restored at the Site based on cost and availability of seed or container-grown stock. A planting plan based on these species will be prepared by the Restoration Manager and is described more fully in Section 7.3.

6.3.2 Source of Propagules

Plant material for the Restoration Area on Ellwood Mesa should originate from seed, salvaged plants, or cuttings collected from Ellwood Mesa, including the Ali d'Oro development site, as available. Required seed volumes are provided in Table 5. If species from the development site do not produce sufficient propagules for collection, they should be collected from Ellwood Mesa or the surrounding coastal area within a five to ten mile radius. Under no conditions should inland or other non-source specific seed or propagules be substituted for species listed on the proposed restoration species list. California poppy, bicolored lupine, and others have highly localized genotypes that should be conserved. When possible, cuttings should be taken from a minimum of ten (10) donor plants at the restoration site or nearby. The collector should exercise caution in collection operations to avoid impacting the health or reproductive ability of the donor stands.

It is important to note that a previous restoration was implemented along Devereux Creek on the western end of Ellwood Mesa (Wayne Ferren, pers.comm.). There may have been use of species not originally present at the site in this restoration, such as Common Monkeyflower (*Mimulus guttatus*) and other plants. Thus, this area should be avoided for seed and propagule collection

6.3.3 Seed and Propagule Collection

It is anticipated that the restoration will primarily rely on seed, grass plugs, and container plants for restoration of native grassland. Several species may be propagated from cuttings or by division at the discretion of the Restoration Manager.

Seed, cuttings, and salvaged material should be collected during the appropriate season for optimal propagation and prior to vegetation removal and site grading. Often a one- or two-year lead time is necessary for collection of seed and cuttings to provide adequate time for propagation of species in the greenhouse for out-planting or for plants which are grown to magnify seed production.

Seed and other propagule collection should be performed by the Restoration Manager or by reputable parties with experience in collecting native seed and/or propagules from local sources. For any seed collected by a commercial seed firm, seed germination rates verified by a qualified seed testing laboratory, coupled with data on pure live seed for each species should be provided to the Restoration Manager. Seed collected by restoration staff may also be sent to seed testing laboratories to obtain pure live seed ratios and germination rates.

6.3.4 Seed Storage

Seed collection will be performed by reputable parties with experience in collecting native seed and/or propagules from local sources. The seed collector will be responsible for storing the seeds. Seeds should be stored properly in a dry cool

place. Prior to storage (and as appropriate for the species), the seed should be frozen for three days to kill any insects or larvae that may be living in them. Mothballs and other chemicals can also be used when storing the seeds to kill any insects, including larvae. Some species produce seeds that lose viability after the first year, especially many members of the sunflower family. Others are sensitive to freezing and chemicals. In conjunction with the seed collection and storage firm, the Restoration Manager should research the viability and storage of all seeds used in the restoration and include this information in written files that become a part of the monitoring documentation record. Ten percent of the total collected seed will be held in storage as a contingency as described in Section 9.

6.3.5 Plant Propagation

Species that require special treatments to break seed dormancy and foster germination will be provided with the necessary treatment.

It is recommended that the restoration site be divided equally into two overall planting treatments. One half of the site will be restored by seeding only; the other half of the site will be planted with grass plugs for all grass species; container stock for selected associated species, and broadcast seed for a few associates (see Section 7.3 for details).

Grass plugs and container-grown plants from seeds, cuttings and divisions will be grown on site by the Restoration Manager or at a professional nursery on the South Coast of Santa Barbara County approved by the Restoration Manager. Growing material on Site can an efficient approach, and also reduces introduction of new greenhouse weeds to the area. All site-specific plant material will be clearly marked and kept separated from other materials at the nursery.

All perennial species should be propagated using only organic fertilizers. Grasses should be grown out into two to four-inch pots or in flats for bare root planting. Planting from smaller pots or bare root planting reduces the labor of implementation phase and survival of plants is very high using these methods. Annual species can be directly seeded at the site.

Records should be kept on the health of plant material (in the nursery as well as after planting) as a function of cultural conditions as well as size of planting stock (two-inch pots or tubes, four-inch pots, one-gallon containers, flats).

7.0 RESTORATION IMPLEMENTATION

The following sections describe the methods and follow-up to be employed to implement the Restoration Plan.

7.1 Construction Specifications

Construction specifications will be provided in writing to the Restoration Manager and all contractors prior to the initiation of any work. This document will include but not be limited to the following guidelines:

7.1.1 General Construction Guidelines

- Comply with all Federal, State and local codes and regulations.
- Maintain all habitats, equipment, and other materials associated with the project in good condition throughout the duration of restoration efforts.
- Provide sanitary facilities in compliance with laws and regulations. Service, clean, and maintain facilities and enclosures.
- Use only prior approved routes to and from storage, work, and disposal areas (See Section 7.14). Confine all operations and maintenance of tools and equipment, parking of vehicles, and storage of items to approved locales.
- Completely remove temporary materials and equipment when their use is no longer required.
- Conduct a comprehensive site clean-up following final acceptance of restoration effort.
- Documentation and reporting of the physical and biological "as built" condition of the site within 30 days of completion of the initial restoration activities. The report shall describe the field implementation of the approved restoration program in narrative and photographs, and report any problems in the implementation and their resolution (see Sections 8 and 9 below).

7.1.2 Construction Guidelines Related to Biological Resources

Activities associated with restoration may produce unanticipated impacts on sensitive habitats (such as vernal pools and native grasslands) and/or sensitive species near the restoration areas. To minimize these impacts the following guidelines shall be followed.

- A City of Goleta approved biologist(s) shall survey the work site two weeks before the onset of activities. If sensitive species in any life stage are found, the approved biologist(s) shall contact appropriate agencies to determine if additional measures need to be taken.
- Before any restoration activities commence, a City of Goleta approved biologist(s) shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of the sensitive

habitats and species in the area, their importance, and the boundaries within which the project may be accomplished.

- During project activities, all trash that may attract predators shall be properly contained, removed from the work area and disposed of daily. Following construction, all trash and construction debris shall be removed from work areas.
- An approved biologist(s) shall ensure that the spread or introduction of invasive, exotic plant species shall be avoided to the maximum extent possible, including minimizing disturbance and inspection of vehicles for weed propagules, if necessary.
- The number of access routes and the total area of the activity shall be limited to the minimum necessary to achieve the project goal. Routes and boundaries shall be clearly demarcated to minimize the extent of habitat disturbance to the immediate project area.
- In addition, to the above guidelines and minimization measures, fences with appropriate signage will surround all restoration areas (see 7.11 and 7.12 below).

7.2 Vegetation Monitoring

Prior to initiation of restoration efforts, installation of vegetation sampling plots and photo-monitoring points should be initiated. These methods are described in detail in Section 8.3.

7.3 Preliminary Planting Plan

The restoration area is relatively flat, although there are small topographic differences that result in significant variation in seasonal moisture. In general, the site consists of relatively flat areas that dry out earlier than the vernal depressions that punctuate the site. The planting plan reflects this variation. Purple needlegrass and needlegrass associates on Ellwood Mesa (see Table 5) should be planted throughout the site in the drier flat areas. California meadow barley, western rush, and blue-eyed grass can be placed in depressions that contain more moisture during and after winter rains; these areas should be flagged and mapped (see Section 7.4).

It is recommended that the restoration site be divided equally into two overall planting treatments. One half of the site will be restored by seeding only; the other half of the site will be planted with grass plugs for all grass species; container stock for selected associated species, and broadcast seed for a few associates. In either case, establishment of a dense matrix of purple needlegrass should be the first priority.

Grass plugs and container stock: Half the site will be planted with grass plugs and container stock. Grass plugs should be placed in close proximity in order to enable quick establishment of native grass clumps so they can out-compete aggressive weeds. Thus, purple needlegrass should be planted at approximately one-foot centers at a depth corresponding to the rooting depth of the plug; randomized clusters will create a more naturalistic look than regular spacing. Container stock of a few associated species can be placed in this area as well.

California meadow barley patches can be created in wetter areas of the Restoration Area since these species can tolerate more mesic conditions than purple needlegrass. If available and cost-effective, forbs may be interspersed throughout the grassland area, planted or broadcast seeded between the native grasses. It is not recommended that coyote bush be planted due to its invasive nature; it occurs naturally on Ellwood Mesa and may colonize on its own. If it is planted prior to native grass establishment, it may out-compete the native grasses.

Narrow-leaved milkweed should be planted in small patches of three to five individuals per patch. Container stock numbers to achieve these densities are summarized in Table 5.

Seed treatment: Half of the site is targeted to receive seed treatments only. The seed mix for this area should include a preponderance of purple needlegrass. We suggest the following seed mix for the restoration area:

California Poppy - coastal variety	<i>Eschscholzia californica var. maritima</i>	2 lbs/acre
Saw-toothed Goldenbush	<i>Hazardia squarrosa</i>	1 lb/acre
California Meadow Barley	<i>Hordeum brachyantherum subsp. californicum</i>	4 lbs/acre
Bicolored Lupine	<i>Lupinus bicolor</i>	2 lbs/acre
Purple Needle-grass	<i>Nassella pulchra</i>	8 lbs/acre
Blue-eyed grass	<i>Sisyrinchium bellum</i>	1 lb/acre
Fescue (native annual species)	<i>Vulpia bromoides</i> (if not available, <i>V. microstachys</i>)	2 lbs/acre

Overall application rate is 20 pounds per acre, and planting techniques are described in Section 7.7. In addition, Table 5 includes application rates as well as supplemental species that are native to the area to add diversity to the Site, if desired.

7.4 Final Planting Plan

This restoration plan already includes the key elements of a planting plan, including a site-specific species list; a list of proposed plants for propagation with seed densities, container numbers and other details; description of propagation and

salvaging methods; sizes of recommended planting stock; and methods of planting, transplanting and seeding.

The Restoration Manager should incorporate conditions from current site surveys, confirm these details, and make any appropriate changes in the preparation of a final planting plan. This includes a site survey within the flagged restoration area to confirm presence of both native and non-native plant species previously documented, as well as reports of any additions or species not found.

The site survey should focus on characteristics of microsites, including any variation in topography that might affect hydrology and soil moisture patterns, as well as variation in soil types and/or texture. Planting zones that reflect the results of the site survey should be incorporated into the final plan, which should include plant locations and elevations on a baseline map. The two treatment areas – Area 1 with seed treatment only and Area 2 with plugs and container stock - should also be indicated on the map.

The final list of proposed plants along with seeding or planting densities and quantities should be reviewed by the Restoration Manager in consultation with growers and seed collectors.

7.5 Timing of Seeding and/or Planting

Seeding and/or planting should be timed carefully in accordance with the first rains of the season. On Ellwood Mesa the first rains typically occur in fall (usually in October or November). Grass plugs and container stock should be planted immediately following the first rains of the season. For the area to be planted with plugs and/or container stock, broadcast seeding of associates should follow completion of all planting. For the area to be planted exclusively with seed, seeding should commence immediately following the first rains of the season.

Rainfall patterns vary dramatically so the planting and seeding schedule is flexible during the initial implementation phase. Fall planting facilitates root growth prior to soil cooling in winter, while usually providing sufficient rain to support the plantings. Temporary irrigation systems shall be in place to ensure plant survival during a year with low rainfall.

7.6 Inspection

Seed inspection is discussed in Section 6.3.3 and Section 6.3.4. If plugs and/or container stock are used for the restoration, the Restoration Manager will be responsible for inspecting plants at the nursery during production to ensure that the plants are being grown, maintained, and organized in a satisfactory manner. The Restoration Manager is also responsible for approving plant material at the time of delivery. All containers should be inspected for adequate root development and to ensure they are free of disease and pests, including ants.

Planting positions, as indicated in the final planting plan, should be determined by the Restoration Manager, according to the dictates of the field conditions and microsites within the Restoration Area.

7.7 Seeding and Plant Installation Methods

Seeding method for planting grasses: To maximize success of large-scale seeding, the site should be cleared of weeds. The Restoration Manager should determine if grading and disking are necessary in order to relieve compaction and facilitate seedling establishment.

The following method was used successfully at the former Texaco Gaviota Oil and Gas Plant at Gaviota State Park (Storrer 1999 and pers. comm.). (Note: although the original restoration plan for the State Park site called for drill seeding, that method was modified once it was determined that the seed could potentially be planted too deep.)

As mentioned before, timing of seeding activities should be correlated with the initiation of the fall to early winter rainy season to encourage germination and prevent loss of seed to birds and other wildlife. Individual seed stocks should be mixed with agricultural vermiculite (1:5 ratio by volume) so that the material can be evenly distributed. A commercial hand-crank or mechanized seeder can be used to spread seed. The seeder can be calibrated by spreading a bag of vermiculite without the seed and measuring the actual area covered at various settings. Once spread, the seed should be pressed into the soil with a ring-roller. The site should then be dragged with a panel of chain link fence to cover the seed with soil. An application of straw (rate approx. 1 ton per acre) can then be distributed and incorporated with a crimper (Storrer 1999).

Plugs, container-grown material and salvaged plants to be placed directly into the ground at the restoration site: The final planting plan should be used to direct placement of plants. Prior to plant placement, the Restoration Manager should install color-coded flagging that indicate where each container-grown plant should be placed, as well as any areas targeted for hand seeding. These flags will reflect species composition as well as planting densities based on the written planting plan.

All members of the planting crew without previous direct experience planting native grasses shall receive planting training prior to installation. At least one of the trained crew members, and preferably the Restoration Manager, must be present at all times during installation to supervise the restoration planting.

All planting holes should be slightly larger than the width of the container and deep enough that the top of the root ball is slightly above grade when placed in the hole. If soil is not damp at the time of planting, the planting hole should be filled with water and allowed to percolate into the subsoil. The planting holes should be backfilled with the native soil from the hole at grade. A small quantity of

guaranteed weed-free organic mulch also may be placed in each planting hole. Large rocks or clods should not be used in the backfill soil.

All plants should have the root ball gently loosened prior to planting if the roots of plants are circling the pot. Circling roots at the base of the root ball should be loosened by unthreading the roots by hand. Once the plant is placed in the hole, backfill should be firmly tamped to eliminate air pockets around the roots. The backfill and top of the root ball should be tamped to grade. Plants should be watered deeply and immediately after installation. The quantity of water should be determined based on saturating the soil well below and to the sides of the planting hole in order to encourage root growth.

Once the plants are in the ground, they should not be fertilized. Annual exotic species, especially grasses, thrive when fertilized. Native species however are adapted to low nutrient conditions and will not be aided by the use of fertilizers.

Broadcast seed (hand seeding): Hand seeding involves sowing of native seed over an area site by hand and can be used for seed that is available in small quantities in desirable areas. Hand seeding should take place after any plugs or container stock are planted. Seed should be applied in double passes over a site to assure more even distribution. The advantage of this approach is that it places seed on the ground without any cover in as close to a natural process as possible. It is helpful, however, to hand rake the seed into the soil surface to provide positive soil contact. One disadvantage of hand surface seeding is that animal vectors (birds, in particular) can invade a site and eat sown seed before it can germinate. For this reason, the best time to hand seed is just after winter rains begin.

7.8 Erosion Control

An erosion control approach should be determined prior to site preparation. Although the restoration area is largely flat, care should be taken to avoid any sedimentation of vernal pools, and small changes in grade may result in rill erosion.

Wattles and/or an erosion control blanket are recommended for use in areas where large expanses of annual grasses have been removed. The benefit of the blanket is to protect the soil from wind/water erosion, protect newly seeded areas from birds, and reduce the regrowth of annual species. LFR has had experience with erosion control blankets hindering plant emergence. Therefore, it is essential to have the blanket stapled down well in order to make good contact with the soil and to use the blanket on an as-needed basis, to be determined by the Restoration Manager. A single layer blanket is recommended to reduce the amount of material seedlings must grow through, although single layer blankets are intended to last only about ten months before decomposing. It is preferable if the blanket is composed of coconut fiber. All blankets should have biodegradable netting. Blankets should be applied after seeding. Container stock can be inserted into holes cut in the blanket. It is possible, but more time-consuming, to plant within a fiber blanket.

7.9 Pocket Gophers/Small Mammals

Pocket gopher, California ground squirrel, and other small mammal burrows are present in the general area. Consequently herbivory is likely to be a problem if not checked. A small mammal exclosure fence will be installed around the perimeter of the Restoration Area prior to installation of plants. Because so many plants will be installed, this exclosure technique is preferable to installing each plant with a gopher cage. A narrow trench will be dug around the Restoration Area using hand tools or a ditch witch (if not adjacent to a vernal pool or other sensitive habitat or species), and a two-foot wide piece of non-anodized aluminum chicken wire (minimum ¼-inch hardware cloth) will be placed in the trench so at least 18 inches of material is below the soil level. A silt fence can then be installed along the trench to prevent above-ground movement of small mammals; the Restoration Manager should research fencing materials prior to installation for effectiveness and aesthetic appeal. This fencing is also anticipated to assist with early germination by reducing wind velocity.

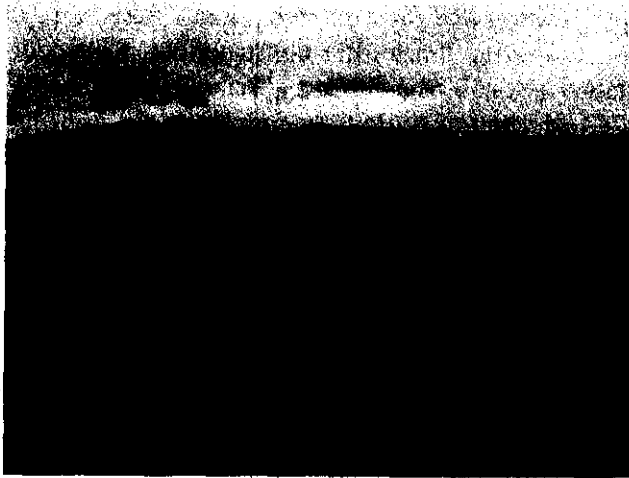
All fencing shall be removed and any disturbed area restored at project completion.

7.10 Irrigation

All irrigation will be temporary and will be reduced to zero during the five-year implementation and maintenance period. Temporary sprinkler (stationary sprayer) systems or a movable irrigation system may be installed in these areas if recommended by the Restoration Manager. The irrigation system should be designed by a licensed landscape contractor, who will provide irrigation specifications.

The availability of live water utility lines is not anticipated for this project. Alternative sources of water include direct watering from a tank on a water truck. Access for water trucks will be through Santa Barbara Shores Drive and then follow an existing trail to the Restoration Area (see Figure 3). Abandonment of this trail is recommended once maintenance vehicles are no longer required for the restoration. The location of an access road to the restoration site needs to be included in specifications provided by the landscape contractor.

Existing wells are scattered through the general area, and one is located near to the Restoration Area. It is anticipated that the well will be abandoned prior to implementation of the restoration program, and will not be available for use. A temporary water storage tank could be placed in the area where the well currently exists to minimize disturbance to habitat.



Existing well near Restoration Area.
Photograph by LFR.

Plants may need to be irrigated during or following the first year of planting, depending on rainfall, but it is imperative to not overwater. The watering schedule should be monitored and adjusted by the Restoration Manager based on field conditions and what the plants require. If irrigation is needed, it should be done once a week for approximately one hour if using a sprinkler system. Plants do not need to be watered throughout the summer, but should be allowed to go dormant. Monitoring of survival and overall plant health will be necessary to determine irrigation requirements. During some wet years no irrigation may be required.

The plants should be watered until soil in the immediate vicinity of the rootball reaches field capacity. Water use from a temporary irrigation system associated with the restoration project is anticipated to be heaviest the first year and to taper off significantly by the second year. Plants in the restoration area may be watered for two to three years, depending on the need. However, increasing the length that plants receive supplemental irrigation will increase the length of the required monitoring period and may attract pocket gophers, California ground squirrels, and foster weed germination.

Stationary sprayers have been effectively used at restoration projects at Manzanita Village Student Housing Development at UCSB. This type of irrigation system is preferable to drip irrigation because it provides overhead water to the plants (simulating rainfall) and is easy to maintain.

7.11 Fencing

Low profile rope fences should be installed to direct the public away from the Restoration Area. Fencing should be used to keep the public on the trail where the trail passes by the Restoration Area consistent with the Open Space Plan. Fencing should be installed prior to the initiation of restoration and would be removed following restoration success. Temporary fences of green mesh, coupled with below-ground small mammal exclusion fencing (see Section 7.9), may be used

during initial phases of site preparation and planting. This fence may be replaced by a more permanent or more decorative fence after construction, if needed, and would remain until the vegetation is established. Natural barriers such as logs or small boulders may be installed adjacent to trails to keep users on the approved trail system upon fence removal.

7.12 Signage

The Open Space Plan calls for the installation of low profile signs to indicate habitat protection. Early on in the restoration implementation process, informational signs will be posted around the Restoration Area indicating that restoration is underway and that access to the area is not allowed. A low profile interpretive sign may also be used to educate the public about the native grassland restoration program, with an explanation of planned work activities and the intended project outcome. Information on community involvement with the restoration project and contact information should also be included. Signs will remain in place at least as long as the monitoring period for the project (estimated five years from completion of plant installation).

7.13 Trails

The Restoration Area location has been selected to avoid interference with a proposed permanent trail that passes to the east. The proposed trail may be designated for pedestrian, equestrian, bicyclists, or some combination of these uses. Fences are not expected to be installed to keep the public on the trail. Other existing trails that currently surround or partially intersect the Restoration Area are slated for eventual closure in the Open Space Plan, but the schedule of these closures is not known at this time. Trail closures will be indicated using natural barriers that include earthen berms, embedded rocks and logs, and vegetation, consistent with the Open Space Plan.

Restoration plantings will occur on a small segment of a trail slated for closure that intersects the Restoration Area. Trail use has likely resulted in compacted soils favoring exotic species, so soil preparation and weed maintenance will be focused in this area.

In order to protect the Restoration Area that is in close proximity to active public trails, the following measures will be adhered to:

- Nearby existing trails (both those slated for closure and permanent trails) will be monitored for the presence of weeds in areas where they extend near the Restoration Areas.

7.14 Vehicle and Restoration Personnel Access

Vehicle use at the Restoration Area is anticipated for weed removal, delivery of supplies associated with weed removal, delivery of erosion control materials, delivery of plants and seed, and delivery of irrigation materials. If irrigation can not be accessed through water pipes, access may also be required for a water truck or similar vehicle to provide water to the plants. Light off-road vehicles such as an all-terrain vehicle (ATV) will be used to the greatest extent possible to avoid creating ruts and exacerbating existing problems. It is anticipated that vehicle access will be restricted to the first year following planting unless required for contingency measures.

Vehicle access to the Restoration Area will be through the Santa Barbara Shores Road gate on existing trails, as shown in Figure 3. Vehicles will travel along existing trails that have been determined by LFR to be wide enough for a truck's passage. The portion of the route closest to the Restoration Area appears to have been recently used for vehicle access. The rest of the route is comparatively narrower in width, but shows evidence of past vehicle use. There will be no road widening, vegetation removal or other modifications in order to use the vehicle access route.

The exact route will be surveyed and flagged prior to entry, and an approved biologist will escort vehicles to and from the Restoration Area. Vehicle use should be limited or avoided when the trail/road is wet as determined by the Restoration Manager in consultation with the City of Goleta Planning & Environmental Services Department staff.

For portions of the restoration work where vehicles are not needed and subject to safe access across Devereux Creek, restoration personnel will access the Restoration Area through the Coronado Butterfly Preserve (Figure 3), which is the closest entry point to the Restoration Area. When Devereux Creek is flooded, restoration personnel will use the access at the end of Santa Barbara Shores Drive. Existing pathways will be utilized and efforts will be made to remain off of existing trails that are planned for closure as part of the Open Space Plan management efforts.



Proposed vehicle entrance through Santa Barbara Shores Drive.
Photograph by LFR

8.0 RESTORATION MAINTENANCE AND MONITORING

The following sections describe the short-term and long-term maintenance and monitoring activities required for the restoration.

8.1 Maintenance and Monitoring Overview

A long-term maintenance and monitoring program will be established to assess progress on completion of tasks, to ensure quality control, and to hasten implementation of corrective actions as needed. A robust maintenance and monitoring program greatly increases the overall success and cost effectiveness of a restoration project. *The Restoration Manager or their designee will carry out the monitoring and oversee the maintenance.*

During the five-year monitoring period, all artificial inputs (e.g., irrigation, soil amendments, plantings) shall be removed except for the purposes of providing mid-course corrections or maintenance to insure the success of the restoration efforts. If these inputs are required beyond the first two years, then the monitoring program shall be extended for every additional year that such inputs are required, so that the success and sustainability of the enhancement/restoration is insured.

The monitoring program includes pre-project monitoring and post-implementation monitoring. Monitoring will address the progress of the project and the various categories of established success criteria.

A detailed monitoring log must be maintained for each visit that includes the specific task, date, and monitoring details. Monitoring of weed eradication efforts and techniques, fencing and marking of native species, collection of plant propagules, plant salvaging and propagation efforts, tilling, seeding and irrigation all require monitoring.

Areas that are seeded or planted with containerized plants will have two phases of monitoring. The Restoration Manager is responsible for documentation of seed germination rates and composition, growth of newly-planted material, establishment rates of different plantings, appropriateness of the irrigation regime, indications of animal damage, weed establishment and eradication efforts and potential erosion problems. Data gathered should be analyzed and recorded by the Restoration Manager and corrective measures determined, if needed. Photographs will be taken from established photo-points during each phase of the project and once a year, in spring. Photograph locations will be noted on site plans submitted with the report.

The four primary monitoring and reporting requirements are described below:

- 1. Monitoring and Maintenance during Site Preparation, Weed Eradication Efforts, Tilling, other Initial Phases:** *The Restoration Manager will visit the Restoration Area as needed (daily) throughout the initial active site preparation*

phases of the restoration project to ensure that the steps outlined above are implemented correctly. Among the variables that should be considered during inspections that direct maintenance activities:

- Visual health and irrigation needs of plants
- Plant mortality
- Exotic species spread
- Herbivory
- Condition of fences, irrigation, etc. on site

Corrective measures will be implemented as needed, such as weed abatement activities as soon as weeds are encountered, as described above.

- 2. Monitoring and Maintenance During Seeding and Planting:** The site will be inspected during seeding and planting to locate seeding areas and installed plants, to document the planting procedures, to confirm that proper techniques are employed and to establish a baseline for verifying restoration performance.

Corrective measures will be implemented as needed, based on the monitoring activities.

- 3. Monitoring and Maintenance After Seeding and Planting:** The Restoration Area will be monitored for germination and survival of seeded species and survival of planted material. This monitoring is critical for adaptive management, a process in which monitoring measures progress toward or success at meeting an objective and provides the evidence for management change or continuation. Monitoring will guide possible implementation of contingency measures if necessary such as wind protection, erosion control, additional planting, and/or weed control. This monitoring will occur at least monthly for years 1 and 2 and every other month for years 3 through 5.

Corrective measures will be implemented as needed, based on the monitoring activities.

After the initial restoration activities have taken place (i.e., pre-weed treatment, irrigation installation, plant/seed installation, herbivory protection, fencing, erosion control efforts), a monitoring report will be submitted within 30 days of completion. The purpose of this report is to document the physical and biological "as built" condition of the Restoration Area. Implementation activities will be described and any changes to this Restoration Plan will be noted.

- 4. Annual Reporting.** An annual report describing the work completed to date and the monitoring results will be presented to the City of Goleta and the Executive Director of the California Coastal Commission by July 1 of each year of the restoration project (five annual reports). This report will be prepared to document all activities accomplished during the year. Annual reports will summarize monitoring data collected each succeeding year and compare results

against the performance criteria to evaluate restoration success. Data collection will attempt to track planted versus naturally recruiting individuals to document the restoration process and to provide background information for remedial actions.

The annual reports will include recommended maintenance activities and corrective measures, if needed, and specify when such measures will be implemented.

- 5. Final Report.** The final report, submitted at the end of the five-year period, will indicate if the restoration has been wholly or partially unsuccessful based on approved performance standards proposed in this Restoration Plan. If the restoration has been unsuccessful, a revised or supplemental restoration program will be submitted within 90 days to address portions of this Restoration Plan that did not meet approved success criteria.

8.2 Restoration Monitoring and Maintenance Requirements

The Restoration Area will be routinely visited and monitored by the Restoration Manager. Weekly site visits will be conducted during the first three months during and following installation and twice monthly visits will occur after installation is complete for the first year. The monitor will use visual estimates to evaluate installation elements using the annual monitoring checklist (Table 7). Monitoring will then taper off to monthly visits during the second year and quarterly assessments during the third year through the final year of the project, provided that performance standards have been met; if not, more frequent monitoring may be required. An erosion survey of the Restoration Area should take place following all major storms.

The Restoration Area will be monitored and measured annually for the following performance criteria:

- Depth to saturated soil
- Evidence of rill erosion
- Evidence of wildlife usage
- Exotic species management
- Hydrology (qualitative)
- Inventory of the flora (noting sensitive species)
- Irrigation system condition and appropriateness of water volume/frequency
- Percent of bare ground
- Percent of total vegetative cover (native and non-native)
- Plant density (abundance)
- Plant health (qualitative)
- Plant size (as appropriate by species)
- Presence/condition of fencing

Monitoring will continue for at least five years, or until all performance criteria have been met. Contingency measures are described below (Section 9.0). Adequate funding to implement the restoration project with contingency measures needs to be available to ensure the success of the restoration effort.

8.3 Vegetation Sampling Methods

Vegetation sampling prior to the restoration project, as well as on an annual basis throughout its implementation, should be implemented to evaluate the success of the restoration effort in comparison with reference sites and to assess whether performance criteria are being met (see Section 10.0). Among the criteria to be documented and analyzed are species diversity (native and non-native), total vegetation cover (and cover by native versus non-native species), and analysis of cover by dominants relative to reference sites.

To initiate vegetation sampling, the Restoration Manager should flag the restoration area and take Global Positioning System (GPS) coordinates every ten feet around its perimeter. In order to determine vegetation cover prior to restoration activities, permanent transects should be installed in the restoration area as well as in adjacent reference sites that support good-quality native grassland (> 50 % cover by native grasses).

Sampling of herbaceous vegetation may be carried out in a variety of ways: meter-square quadrats to measure cover, density, and frequency of dominants and associated species; line-intercept method; relevé method; point-intercept method, etc. The line-intercept and quadrat methods are each discussed here; the quadrat method yields more data and can be accomplished quickly with skilled field biologists, but is more time-consuming if field personnel lack sufficient experience.

Regardless of method, it is recommended that four 10-meter lines be established in the restoration area, and four 10-meter lines be established in appropriate adjacent native grassland habitat to provide reference data. Every effort should be made to select stands of grasses that are as uniform, with respect to environmental variables and species composition, as possible. The ends of each 10-meter line transect can be marked with numbered, metal stakes installed so as not to be visible from a distance; also collect GPS coordinates and mark the transects on a detailed map of the site. Site data such as elevation, topography, soil type, soil moisture, identifying and unique features, and a plant list for the area should be recorded. (Note: the number of transects can be reduced if there are budgetary constraints).

Line-intercept method: The line-intercept method is utilized to measure cover by species in a given habitat. A 10-meter tape is laid on the ground in as straight a line as possible. The cover by each plant underneath the tape is recorded on a centimeter by centimeter basis. If two species occupy the same centimeter along the line, both may be recorded. The accumulated length occupied by each species out of the total 10 meters is expressed as percent cover for that species. If no living

plants are found within a given centimeter or more, records of bare ground, rocks, open water, and/or litter or thatch may be made.

Quadrat method: The quadrat method allows for measurements of cover, density, and frequency of each species sampled. One efficient method is to divide the site into four adjacent rectangles; a 10-meter tape is placed along the center of each of the rectangles. Once the 10-meter lines have been laid out, one-meter square quadrats are placed alternately along the 10-meter tape, with a one-meter gap between measurements for a total of five quadrats per line. The total number of individuals and percent cover are recorded for each vascular plant species found in the quadrat, as well as cover by bare ground or ground covered with leaf litter, water, rocks, or other non-living components. Rhizomatous plants can be measured by estimating cover and counting isolated clumps within the quadrats as "individuals;" contiguous, interconnected clumps can be treated as one individual.

Data analysis of species density, cover, frequency, and importance value can then be summarized to determine dominants, species diversity and cover (as well as species density, importance, and other trends, such as population upswings or declines, if desired).

Species Diversity Evaluation: Species diversity is an estimate of the number of species present in an area. Species richness shall be determined by canvassing the site on foot and compiling a species list, indicating which species are native and which are non-native. Species encountered during vegetation sampling or other site visits should also be included.

Species Cover: Mean percent cover of a given species in a line transect of ten quadrats is determined by adding up the percent cover of each species in each of the five quadrats, dividing the total cover by five. Means from the four line transects can be determined in a similar manner, or each of the twenty quadrats can be treated individually. Relative cover for a species is determined by dividing percent cover for a species by the sum of the percent covers for all species (not by total cover).

Other Measures: Species density is calculated by adding the number of individuals per square-meter (quadrat), and then obtaining mean density by dividing total number of individuals per transect by the number of quadrats. Relative density for a species is determined by dividing mean density for a species by the sum of the mean densities for all species. Frequency is a reflection of the number of quadrats in which a species is found divided by the number of quadrats. Relative frequency is the frequency of a species divided by the sum of the frequencies for all species. Importance value for a species is the total of the relative cover + relative density + relative frequency.

Photo-monitoring points: Digital photographs should be taken of each transect line at the time of installation as well as during each sampling incident. In addition, enough additional permanent photo-monitoring points should be established at the site to document diversity of conditions and species composition (minimum of 10

points). Photographs should be taken at all photo points at least once a quarter during the first two years, as well as at pivotal events, such as prior to restoration, before and after weed removal, and planting and seeding incidents. Annual photo-documentation should occur from years three to five.

Each photo point should be marked with a numbered metal stake. The stakes should be installed so as not to be visible from a distance (for aesthetic reasons). The photo should be taken from directly over the stake. The compass bearing of the photo should be recorded as well as the time of day the photo is taken, recent weather conditions (especially rainfall), and other pertinent data. . GPS coordinates of each photo point should be recorded and a map prepared of all photo-monitoring points and nearby landmarks.

All photographs should be labeled with site number and date. Duplicate files of all photographs should be maintained as well.

8.4 Natural Open Space Monitoring

Open space directly outside the Restoration Area (approximately 100 feet in all directions) will be canvassed during each survey to identify and treat any highly invasive target weeds (e.g., Harding grass, fennel) that have emerged as potential threats. Any other perennial weed plant listed on the California Invasive Plant Council (Cal-IPC) List A or B should be similarly removed. Annual species on these two lists should also be treated within a buffer around the Restoration Area. In addition to weed monitoring, effects of off-trail traffic, fencing needs, and other potential project impacts will be recorded. This data with recommended corrective action will be included in the annual report submitted to the City of Goleta.

9.0 CONTINGENCY PLANNING

As with any restoration project, it is difficult to project all potentially negative influences on restoration success. However, several issues are commonly problematic for restoration projects and contingency measures have been developed to address these issues should they occur. The City of Goleta has authority to modify these contingency measures based on City staff's professional expertise in conjunction with the Restoration Manager. Prior to implementation of any contingency measures, the Restoration Manager shall provide written notification to the Executive Director of the California Coastal Commission detailing the proposed adjustments to the restoration plan to determine if such measures are approved or whether a coastal development permit or permit amendment is necessary. These measures are intended to address issues specifically associated with the mitigation plan for the project and not to address regional issues that impact all plants in the area (e.g., major pest infestation, major storms, etc.) The remedial actions should take place in a timely manner. Potential issues and contingencies include:

Predation by Animals:

Gophers/Ground Squirrels – Gopher protection currently involves installation of an above- and below-ground perimeter fence. This fence will be removed and the area restored to natural grade after the restoration project is complete.

Predation by Insects:

Insects – Insect protection measures such as screen or shade cloth over plant protection cages is not currently proposed. If insect predation is identified as a problem, these measures may be implemented.

Plant Mortality:

Reserve Propagules – 10% of the seed will be retained and properly stored and any other plant propagules will be retained at the nursery for use within three months of the initial planting if a high degree of mortality is observed.

Collect Propagules – Populations of all on-site collected species will be protected in the dedicated open space. If necessary, additional propagules (seed, cuttings, etc.) will be collected and propagated as described above.

Adaptive Replacement – If a particular species has an unusually high mortality rate, the Restoration Manager will recommend that the species be replaced with another species from the habitat that is succeeding. Any change to the proposed diversity or density of species would require approval of the City of Goleta and the Executive Director of the California Coastal Commission.

Native Cover – If by the third year of monitoring, the cover fails to meet the established third year target (Table 7), the restoration area should be aggressively weeded, re-seeded, and replanted to replace failing species. If the area proves to be unsuitable, a replacement location will be identified and discussed with the City of Goleta Senior Planner and the Executive Director of the California Coastal Commission for approval.

Weeds:

Aggressive monitoring and maintenance – If weed infestation is occurring, the frequency of weed maintenance will be increased. Weed problems will be addressed through prompt removal and or treatment of weeds, depending on the species and the location.

10.0 PERFORMANCE CRITERIA

The general goal of the restoration plan is to provide functional habitat value for native plants and animals within the Restoration Area. Performance criteria and yearly targets are provided in Table 7 to measure progress towards restoration goals (see Section 5.2). Success rates that are below the stated minimum target for each criterion indicate the need for additional re-vegetation, plant protection, weed eradication, or erosion control efforts. Contingency measures for failure to meet those targets are described above in provided in Section 9.0. In addition, performance criteria include enhancement of species diversity, wildlife usage, and presence and abundance of sensitive species; no changes in hydrology are expected (California Coastal Commission 2004). Annual monitoring and reporting should incorporate qualitative documentation of these criteria by including a census of native species growing in the area, any evidence of volunteers, wildlife usage, and recovery by sensitive species.

At the time of plant installation, a reference site near the restoration area will be established in native grassland. It is anticipated that the reference area will be one of the surrounding areas sampled for the development of this Restoration Plan. The reference area(s) should be similar to the Restoration Area in terms of target species composition, size, and soil type. Photo documentation will be conducted at the time of baseline data collection from permanently established photo-points. The reference site will be sampled in the same manner as the Restoration Area for the annual report (See Section 8.3). One site has already been sampled for the preparation for this report

Data collected from the reference site(s) will be compared to performance criteria developed for the Restoration Area in Table 7 to ensure that the performance criteria continue to be appropriate. Performance targets may be modified by the Restoration Manager only with approval of the City of Goleta Senior Planner and the Executive Director of the California Coastal Commission.

11.0 IMPLEMENTATION SCHEDULE

Table 8 and Figure 6 provide an overview of the steps required to implement this Restoration Plan and the projected schedule. The restoration and enhancement activities shall be implemented within 60 days after the completion of construction of the last residence of the Ali d'Oro development project. Final timing for restoration activities will be subject to approval by the City of Goleta Senior Planner and will depend on project approval and implementation schedules. If recommended by the City of Goleta Senior Planner, restoration activities may be phased. Timing will also depend on weather.

The schedule for the restoration program is identified by season (summer, fall, spring, winter) over a period of five years. Year 1 is the start of the program when initial site preparation (including weed eradication) and propagation will be carried

out, followed by subsequent restoration activities and then monitoring, maintenance, and report preparation. Contingency actions and remedial measures are not specified in the schedule since they would occur at different times, and only on an as-needed basis. Monitoring will continue through attainment of performance criteria. The timing of all monitoring and maintenance activities may vary from year to year depending on seasonal and environmental conditions. Annual monitoring reports will be prepared and submitted by July 1 of each year for the duration of the project.

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**TABLE 1
OBSERVED VASCULAR PLANT SPECIES ON ELLWOOD MESA**

List includes all species observed from field surveys conducted January 6 and 12, 2005, as well as those reported from Comstock Homes Site in Final EIR. Those species observed during 2005 survey at Project Site or in Restoration Area indicated in columns with an x.

TREES

<i>Acacia baileyana</i>	Bailey acacia		
<i>Acacia melanoxylon</i>	blackwood acacia		x
<i>Eucalyptus globulus</i>	blue gum		x
<i>Eucalyptus sideroxylon</i>	red ironbark		x
<i>E. maculata</i> var. <i>citriodora</i>	lemon-scented gum		x
<i>Olea europea</i>	European olive	x	
<i>Platanus racemosa</i>	western sycamore		
<i>Populus species</i>	cottonwood		
<i>Quercus agrifolia</i>	coast live oak		x
<i>Phoenix species</i>	date palm		
<i>Pinus radiata</i>	Monterey pine		
<i>Pittosporum undulatum</i>	Pittosporum		x
<i>Salix lasirolepis</i>	arroyo willow		x
<i>Tamarix species</i>	Tamarisk		

SHRUBS

<i>Agave americana</i>	century plant		x
<i>Artemisia californica</i>	California sagebrush		x
<i>Baccharis pilularis</i> subsp. <i>consanguinea</i>	coyote bush		x
<i>Baccharis salicifolia</i>	mulefat		x
<i>Cotoneaster pannosa</i>	cotoneaster		x
<i>Hazardia squarrosa</i>	saw-toothed goldenbush		x
<i>Heteromeles arbutifolia</i>	toyon		x
<i>Isocoma menziesii</i> var. <i>vernonioides</i>	coastal goldenbush	x	x
<i>Lonicera subspicata</i> subsp. <i>subspicata</i>	Santa Barbara honeysuckle	x	
<i>Myoporum laetum</i>	myoporum		x
<i>Sambucus mexicana</i>	Mexican elderberry		x
<i>Schinus terebinthifolius</i>	Brazilian pepper		x
<i>Toxicodendron diversilobum</i>	poison-oak		x
<i>Yucca elephantipes</i>	giant yucca		x

HERBS (annuals, biennials, and herbaceous perennials)

<i>Agrostis stolonifera</i> var. <i>palustris</i>	creeping bent grass		
<i>Ambrosia psilostachya</i>	western ragweed	x	x
<i>Anagallis arvensis</i>	scarlet pimpernel	x	x
<i>Atriplex semibaccata</i>	Australian saltbush	x	x
<i>Avena barbata</i>	slender wild oat	x	x
<i>Avena fatua</i>	wild oat		x
<i>Brassica nigra</i>	black mustard		x
<i>Brassica rapa</i>	field mustard		x
<i>Bromus diandrus</i>	ripgut brome	x	x
<i>Bromus hordeaceus</i>	soft chess brome		x
<i>Bromus madritensis</i> subsp. <i>rubens</i>	red brome		x
<i>Calystegia macrostegia</i> subsp. <i>cyclostegia</i>	chaparral morning glory	x	x
<i>Carduus pycnocephalus</i>	Italian thistle		x
<i>Carpobrotus edulis</i>	Hottentot fig (iceplant)		x
<i>Castilleja densiflora</i>	owl's clover	x	
<i>Centaurea melitensis</i>	localote	x	x
<i>Centaureum muehlenbergii</i>	Muehlenberg's centaury	x	
<i>Cerastium glomeratum</i>	mouse-eared chickweed		x
<i>Chamomilla suaveolens</i>	pineapple weed		x
<i>Conyza canadensis</i>	horseweed		x
<i>Cortaderia jubata</i>	Andean pampas grass		
<i>Cotula australis</i>	Australian brass buttons	x	x
<i>Crassula connata</i>	pygmy weed		x
<i>Cynodon dactylon</i>	Bermuda-grass		x
<i>Cyperus eragrostis</i>	nutedge	x	
<i>Delinandra (Hemizonia) fasciculata</i>	common tarweed	x	
<i>Distichlis spicata</i>	salt grass		x
<i>Elymus glaucus</i> subsp. <i>glaucus</i>	western rye		
<i>Eremocarpus setigerus</i>	dove weed		
<i>Erodium botrys</i>	storkbill filaree	x	x

**TABLE 1
OBSERVED VASCULAR PLANT SPECIES ON ELLWOOD MESA**

List includes all species observed from field surveys conducted January 6 and 12, 2005, as well as those reported from Comstock Homes Site in Final EIR. Those species observed during 2005 survey at Project Site or in Restoration Area indicated in columns with an x.

<i>Erodium cicutarium</i>	redstem filaree	x	x
<i>Foeniculum vulgare</i>	sweet fennel, sweet anise	x	x
<i>Geranium dissectum</i>	cutleaved geranium	x	x
<i>Gnaphalium californicum</i>	California everlasting		
<i>Hordeum brachyantherum subsp. californicum</i>	California meadow barley	x	x
<i>Hordeum marinum subsp. gussoneanum</i>	Mediterranean barley	x	x
<i>Hordeum murinum subsp. leporinum</i>	foxtail barley		x
<i>Hypochaeris glabra</i>	smooth cat's ear	x	x
<i>Juncus bufonius</i>	toad rush		x
<i>Juncus occidentalis</i>	western rush	x	x
<i>Juncus patens</i>	common rush		x
<i>Juncus phaeocephalus</i>	brown-headed rush		x
<i>Lactuca serriola</i>	prickly lettuce	x	x
<i>Leymus condensatus</i>	giant rye		x
<i>Leymus triticoides</i>	creeping ryegrass, alkali rye		x
<i>Lolium multiflorum</i>	Italian rye	x	x
<i>Lupinus bicolor</i>	bicolored lupine, miniature lupine		x
<i>Lythrum hyssopifolium</i>	hyssop-leaved loosestrife	x	
<i>Malva parviflora</i>	cheeseweed	x	x
<i>Medicago polymorpha</i>	burclover	x	x
<i>Narcissus tazetta</i>	narcissus		x
<i>Nassella lepida</i>	foothill needlegrass		x
<i>Nassella pulchra</i>	purple needlegrass	x	x
<i>Oxalis albicans subsp. californica</i>	California wood sorrel	x	x
<i>Oxalis corniculata</i>	creeping wood sorrel		x
<i>Oxalis pes-caprae</i>	Bermuda-buttercup, sour-grass		x
<i>Paspalum dilatatum</i>	ditch grass		
<i>Phalaris aquatica</i>	Harding grass	x	x
<i>Phalaris canariensis</i>	Canary grass		
<i>Picris echioides</i>	bristly ox-tongue	x	x
<i>Plantago lanceolata</i>	English plantain		x
<i>Poa annua</i>	annual bluegrass		x
<i>Polypogon monspeliensis</i>	rabbitsfoot grass		x
<i>Raphanus sativus</i>	radish		x
<i>Ricinus communis</i>	castor-bean		x
<i>Rubus discolor</i>	Himalayan blackberry		
<i>Rumex acetosella</i>	sour dock	x	x
<i>Rumex crispus</i>	curly dock	x	x
<i>Scirpus californicus</i>	California bulrush		
<i>Silene gallica</i>	windmill pink		x
<i>Sisyrinchium bellum</i>	blue-eyed grass	x	x
<i>Sonchus asper</i>	prickly sow-thistle	x	x
<i>Sonchus oleraceus</i>	common sow-thistle	x	x
<i>Spergularia villosa</i>	sand spurrey	x	x
<i>Stachys ajugoides subsp. ajugoides</i>	hedge-nettle	x	
<i>Stellaria media</i>	chickweed	x	x
<i>Trifolium hirtum</i>	rose clover	x	
<i>Typha domingensis</i>	narrowleaved cattail		
<i>Verbena lasiostachys</i>	western verbena	x	
<i>Vicia sativa</i>	common vetch	x	x
<i>Vulpia myuros</i>	rattail fescue	x	x

Note: native species are in bold print

Note: The LFR surveys were not year-round comprehensive surveys

TABLE 2
Sensitive Species Known or Expected at Project Site

Based on CNPS Electronic Inventory and CNDDDB (Nov. 2004) search results for Goleta, Dos Pueblos Canyon, and Santa Barbara Quadrangles.	
Natural Communities	CDFG
	Present at Comstock and Restoration Area
Native Grassland	Rare
Southern Vernal Pool	Rare
Coastal Freshwater Marsh	Rare
Southern Riparian Scrub	Rare
Southern Riparian Forest	Rare
	Not Present
Amphibians	USFWS / CDFG
<i>Rana aurora draytonii</i>	FT / -
	Nearest known localities are about 0.5 miles northwest of the Comstock Development Site in the mail stem of Devereux creek between Union Pacific railroad tracks and Hwy 101 (Mullen, 2001); breeding populations occur in Tecolote and Bell Canyon creeks south of UPRR tracks about 0.7 miles west of the project area about 0.7-1.0 miles west of the Comstock Development Site (Hunt 2003). No suitable aquatic habitat exist within the Comstock Development site. (FEIR ²)
Reptiles	USFWS / CDFG
<i>Phrynosoma coronatum frontale</i>	
<i>Anniella pulchra pulchra</i>	/ CSC
<i>Salvadora hexalepis virgulata</i>	/ CSC
	No suitable habitat exists on Site. Undocumented sightings from sand dunes around Campus Point and COPR. Low potential for occurrence in dunes west of mouth of Devereux Slough in COPR. (FEIR ²)
	No suitable habitat exists on Site. (FEIR ²)
	Low potential for occurrence on Site because only small, fragmented patches of scrub habitat are present. (FEIR ²)

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TABLE 2
Sensitive Species Known or Expected at Project Site

Based on CNPS Electronic Inventory and CNDDB (Nov. 2004) search results for Goleta, Dos Pueblos Canyon, and Santa Barbara Quadrangles.			
Species	Common Name	Category	Notes
<i>Thamnophis hammondi</i>	Two-striped garter snake	/ CSC	No suitable habitat exists within the footprint of the Comstock Development Site or Restoration Area. (FEIR ²)
<i>Clemmys marmorata pallida</i>	Southwestern pond turtle	/ CSC	No suitable aquatic habitat exists within the development footprint or the restoration area. Historically known from Devereux Slough and tributaries of Devereux Creek north of Hwy 101. No suitable habitat occurs in Devereux Creek in the Open Space Area except in association with the Ocean Meadows Golf Course and the freshwater pond in the COPR Expansion Area. (FEIR ²)
Birds		USFWS / CDFG	
<i>Riparia riparia</i>	Bank swallow	- / ST	vertical bluffs; riverbanks
<i>Passerculus sandwichensis beldingi</i>	Belding's savannah sparrow	- / SE	salt marsh
<i>Charadrius alexandrinus nivosus</i>	Western snowy plover	FT / CSC	beach
<i>Rallus longirostris levipes</i>	Light-footed clapper rail	FE / SE	salt marsh
<i>Pelecanus occidentalis californicus</i>	Brown pelican	FE / SE	beach/off shore
<i>Sterna antillarum browni</i>	California least tern	FE / SE	mud flats

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TABLE 2
Sensitive Species Known or Expected at Project Site

Based on CNPS Electronic Inventory and CNDDDB (Nov. 2004) search results for Goleta, Dos Pueblos Canyon, and Santa Barbara Quadrangles.				
Species Name	Common Name	Conservation Status	Habitat	Notes
<i>Accipiter striatus</i>	Sharp shinned hawk	/ CSC	woodlands and scrub	Uncommon visitor fall through early spring to woodland habitats throughout the South Coast of Santa Barbara County (Lehman, 1994). Likely to occur in winter in eucalyptus woodlands and forage in open grassland and woodlands on Ellwood Mesa. (FEIR ²)
<i>Accipiter cooperii</i>	Cooper's hawk	/ CSC	grassland and woodland	Present on Ellwood Mesa 1/6/05. Relatively common resident in woodlands along the South Coast of Santa Barbara County (Lehman, 1994). A few pairs breed locally, including near the Venoco Lease southeast of the development footprint, and along a eucalyptus windrow south of the development footprint along the western property line (Storrer, 2003). Likely to forage in grasslands and woodlands in development footprint and surrounding eucalyptus woodlands. (FEIR*)
<i>Circus cyaneus</i>	Northern harrier	/ CSC	grasslands	Regular fall, winter, and spring transient to grasslands and open scrub habitats along the South Coast of Santa Barbara County (Lehman, 1994). Likely to forage in grasslands on Site. (FEIR*)
<i>Pandion haliaetus</i>	Osprey	/ CSC	near-shore waters	Unlikely to occur at the Site away from the ocean. (FEIR*)
<i>Aquila chrysaetos</i>	Golden eagle	/ CSC	inland grassland	Very rare visitor to coastal regions of Santa Barbara County (Lehman, 1994). (FEIR*)

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TABLE 2
Sensitive Species Known or Expected at Project Site

Based on CNPS Electronic Inventory and CNDDDB (Nov. 2004) search results for Goleta, Dos Pueblos Canyon, and Santa Barbara Quadrangles.				
Species	Common Name	SOC / FP	Habitat	Notes
<i>Elanus leucurus</i>	White tailed kite	SOC / FP	grassland and woodland	Present on Ellwood Mesa 1/6/05. Commonly forages in grasslands of Comstock Development site and Ellwood Mesa. Known to nest in eucalyptus woodland east and southeast of the development footprint. (FEIR ²)
<i>Falco mexicanus</i>	Prairie falcon	/ CSC	beach and mountain slopes	Rare visitor to the project area within the Comstock Development Site. (FEIR ²)
<i>Falco Peregrinus anatum</i>	Peregrine falcon	SOC / SE	beach and mountain slopes	Sightings recently increasingly common in fall, winter, and spring (Lehman, 1994; Hunt, 2003) but still a rare visitor to the site. (FEIR ²)
<i>Falco columbarius</i>	Merlin	/ CSC	beach and mountain slopes	Historically observed on Ellwood Mesa by John Storer (pers. comm 1/15/05). Rare visitor in fall and winter through spring (Lehman, 1994). May occasionally forage for shorebirds and other birds on beaches. (FEIR ²)
<i>Athene cunicularia</i>	Burrowing owl	SOC / ST	coast and grasslands	Formerly a common wintering and breeding species along the coast, now a rare fall and early winter visitor (Lehman, 1994). Observed wintering in open grasslands on University lands north of COPR in 2001 (Ball, 2003). Suitable foraging and roosting habitat exist in open grassland at the Site. (FEIR ²)

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TABLE 2
Sensitive Species Known or Expected at Project Site

Based on CNPS Electronic Inventory and CNDDDB (Nov. 2004) search results for Goleta, Dos Pueblos Canyon, and Santa Barbara Quadrangles.

Name	Common Name	Status	Preferred Habitat	Comments on Project Site
<i>Asio flammeus</i>	Short-eared owl	/ CSC	grassy mesas and wetlands	Rare fall and winter visitor to coastal grassy mesas and wetlands. Unlikely to nest at the Comstock Development Site. May forage over grasslands from offsite nests or roosts. (FEIR ²)
<i>Cathartes aura</i>	Turkey vulture	locally protected	woodlands	Known communal roosts occur in eucalyptus woodlands on Ellwood Mesa, south of the development footprint; eucalyptus trees and woodland patches along the western edge of the development footprint may be used as temporary day roosts; forages throughout the Comstock Development Site. (FEIR ²)
<i>Lanius ludovicianus</i>	Loggerhead shrike	SOC / CSC	open space	Historically observed on Ellwood Mesa by John Storrer (pers. comm 1/15/05). Known to nest in the Open Space Area of the Comstock Development Site. (FEIR ²)
<i>Toxostoma redivivum</i>	California thrasher	SOC /	dune and coast scrub	May occasionally forage in coyote bush and other scrub habitats in the Open Space Area of the Comstock Development Site. (FEIR ²)
<i>Eremophila alpestris actia</i>	Coast horned lark	/ CSC	grasslands	Occurs commonly in grasslands throughout the Comstock Development Site in late fall through late winter (Hunt, 2003). (FEIR ²)
<i>Dendroica petechia</i>	Yellow warbler	/ CSC	riparian	No suitable habitat. Breeds locally in dense willow thickets (FEIR ²).

TABLE 2
Sensitive Species Known or Expected at Project Site

Based on CNPS Electronic Inventory and CNDDDB (Nov. 2004) search results for Goleta, Dos Pueblos Canyon, and Santa Barbara Quadrangles.			
Name	Common Name	Status	Preferred Habitat Occurrence at Project Site
<i>Icteria virens</i>	Yellow-breasted chat	/ CSC	riparian/wetlands Former breeder in dense coastal riparian and willow wetlands along the South Coast, now very rare migrant in area (Lehman, 1994). Unlikely to nest or forage on Site. (FEIR ²)
<i>Agelaius tricolor</i>	Tricolored blackbird	SOC / CSC	freshwater marsh Unlikely to nest but possibly could forage in small patches of freshwater marsh habitat present in Devereux Creek and Open Space Area of the Comstock Development Site and in mixed flocks with other Brewer's blackbirds and red-winged blackbird in grassland near such habitats. (FEIR ²)
<i>Buteo lineatus</i>	Red-shouldered hawk	CDFG and MBTA ¹	grasslands; roost in tall trees. Nesting records have been recorded at Elwood Mesa (John Storrer, pers. comm. 1/15/05).
<i>Buteo jamaicensis</i>	Red-tailed hawk	CDFG and MBTA ¹	grasslands; roost in tall trees. Nesting records have been recorded at Elwood Mesa (John Storrer, pers. comm. 1/15/05).
invertebrates			
<i>Branchinecta sandiegonensis</i>	San Diego fairy shrimp	FE / -	vernal pools One individual of this species was collected from a vernal pool in Isla Vista in the early 1990's but species has not been observed since despite sampling. This observation has been questioned (Eriksen and Polk, 1999) because species is unlikely to occur so far north of known geographic range. (FEIR ²)

TABLE 2
Sensitive Species Known or Expected at Project Site

Based on CNPS Electronic Inventory and CNDDDB (Nov. 2004) search results for Goleta, Dos Pueblos Canyon, and Santa Barbara Quadrangles.

Name	Common Name	Status	Preferred Habitat	Occurrence on Project Site
<i>Branchinecta lynchi</i>	Vernal pool fairy shrimp	FT / -	vernal pools	Present on Ellwood Mesa. Species found in man-made depressions along side of the Union Pacific Railroad tracks, about 5 miles west of the Comstock Development Site. Not found to date in Isla Vista vernal pools (FEIR ²)
<i>Coelut globosus</i>	Globose dune beetle	SC / -	foredunes	Known to occur southeast of the Comstock Development Site within the foredune habitat of the Coal Oil Point Reserve (COPR) and southwest of the Comstock Development Site area in foredunes between the mouths of Tecolote and Bell Canyon creeks. (FEIR ²).
<i>Cincindela hirticollis gravida</i>	Sandy beach tiger beetle	SC / -	estuary margins	This beetle has been found along the sandy beach in front of the mouth of Devereux Slough, located southeast of the Comstock Development Site. The larvae burrow along wet margins of the estuary. Adults feed on flies near the Slough mouth. (FEIR ²)
<i>Danadus plexippus</i>	Monarch butterfly	SC / -	eucalyptus woodlands	Present on Ellwood Mesa, Overwintering aggregations occur in eucalyptus woodlands southwest, east, and southeast of the Comstalk Development Open Space Area. The project footprint impacts the northern edge of the Sandpiper roost site. (FEIR ²)
Fish				

TABLE 2
Sensitive Species Known or Expected at Project Site

Based on CNPS Electronic Inventory and CNDDDB (Nov. 2004) search results for Goleta, Dos Pueblos Canyon, and Santa Barbara Quadrangles.

Name	Common Name	Status	Preferred Habitat	Notes
<i>Eucyclogobius newberryi</i>	Tidewater goby	FE / CSC	creeks and sloughs	Formerly occurred in Devereux Slough (Sandoval, 2003); suitable habitat still exists there; could re-colonize naturally from existing populations in Tecolote and Bell Canyon creeks southwest of the Comstock Development Site (Hunt, 2003). (FEIR ²)
<i>Oncorhynchus mykiss irideus</i>	southern steelhead	FE / -	streams/creeks; headwaters close to the ocean	
Mammals				
<i>Antrozous pallidus</i>	Pallid bat	/ CSC	grassland and open scrub	Grassland and open scrub habitats in the Comstock Development Site and associated Open Space Area provide excellent foraging habitat and possibly roosting habitat for this species. There are excellent offsite roosts within flying distance of the project area. Moderate to high potential for occurrence at Comstock Development Site. (FEIR ²)
<i>Lasiurus blossevillii</i>	Western red bat	/ CSC	woodland/wetland	Suitable roost sites are found beneath the exfoliating bark of blue gum eucalyptus trees surrounding the development footprint and in the Open Space Area. Moderate to high potential for occurrence in the project area. (FEIR ²)
<i>Myotis yumanensis</i>	Yuma myotis	SOC / CSC	wetlands	No suitable roosting or foraging habitat in development footprint for this project. May forage along Devereux Creek, Devereux Slough, and other wetland habitats within the project area. (FEIR ²)

09/15/10

TABLE 2
Sensitive Species Known or Expected at Project Site

Based on CNPS Electronic Inventory and CNDDB (Nov. 2004) search results for Goleta, Dos Pueblos Canyon, and Santa Barbara Quadrangles.				
Name	Common Name	Status	Preferred Habitat	Occurrence on Project Site
<i>Corynorhinus townsendii</i>	Townsend's big-eared bat	SOC / CSC	coast, riparian, mountain slopes	May use the project area as foraging habitat from off-site roosts located along the south slope of the Santa Ynez Mountains. Low potential for occurring on the Site. (FEIR ²)
<i>Taxidea taxus</i>	Badger	/ CSC	grasslands	No recent observations in the Comstock Development footprint, but diggings and foraging sign observed in grasslands in Open Space Area and on University lands to the east in the late 1980's (Hunt, 1987). Current status in the project area unknown, but probably low potential for occurrence there because of increasing isolation of the site from other open space. (FEIR ²)
Plants				
<i>Arcostaphylos refugioensis</i>	Refugio manzanita	- / - / 1B	chaparral	Not present, found in Santa Ynez Mountains to north
<i>Atriplex coulteri</i>	Coulter's saltbush	- / - / 1B	coastal scrub; alkaline or clay soils	Occurs at UCSB Campus Lagoon and coastal bluffs
<i>Centromadia [Hemizonia] parryi</i> <i>ssp. australis</i>	southern tarplant	- / - / 1B	Seasonal wetlands and vernal pools; moist disturbed areas	Known from vernal pool directly adjacent to native grassland Restoration Area.
<i>Lasthenia conjugens</i>	Contra Costa goldfields	E / - / -		Known from vernal pools in Isla Vista.
<i>Hordeum intercedens</i>	Vernal barley	- / - / 3	vernal pools, grasslands, scrub	Collected in Santa Barbara and Goleta in 1969; no specific documentation of presence on Ellwood Mesa

TABLE 2
Sensitive Species Known or Expected at Project Site

Based on CNPS Electronic Inventory and CNDDDB (Nov. 2004) search results for Goleta, Dos Pueblos Canyon, and Santa Barbara Quadrangles.

Name	Common Name	Status	Preferred Habitat	Comments on Project Site
<i>Horkelia cuneata</i> ssp. <i>puberula</i>	mesa horkelia	- / - / 1B	chaparral, woodland, coast scrub	Not present, found in northern Santa Barbara County
<i>Lasthenia glabrata</i> ssp. <i>coulteri</i>	Coulter's goldfields	- / - / 1B	marshs, swamps, vernal pools	Not present. Known from Carpinteria and Goleta estuaries, as well as an early collection from Santa Barbara in 1878.
<i>Lonicera subspicata</i> var. <i>subspicata</i>	Santa Barbara honeysuckle	- / - / 1B	chaparral, woodland, coast scrub	Present at native grassland Restoration Area (1 individual), and immediately north of restoration area (another individual).
<i>Quercus dumosa</i>	Nuttall's scrub oak	- / - / 1B	chaparral, coastal scrub	Not present, found in Santa Ynez Mountains to north
<i>Ribes amarum</i> var. <i>hoffmannii</i>	bitter gooseberry	- / - / 2	chaparral	Not present, found in Santa Ynez Mountains to north
<i>Thermopsis macrophylla</i>	Santa Ynez false lupine	- / - / 1B	sandy chaparral, disturbed areas	Not present, found in Santa Ynez Mountains to north
<i>Thelypteris puberula</i> var. <i>sonorensis</i>	Sonoran downy woodfern	- / - / 2	meadows and seeps	Not present; found on the south coast of City of Santa Barbara
<i>Atriplex serenana</i> var. <i>davidsonii</i>	Davidson's saltbush	- / - / 1B	Coastal scrub	Not found at Site, known from UCSB campus lagoon
<i>Baccharis plummerae</i> ssp. <i>plummerae</i>	Plummer's baccharis	- / - / 4	Coastal scrub; rocky soils	Not found at Site, known from UCSB main campus and Coil Oil Point Reserve.
<i>Malacothrix incana</i>	Dunedelion	- / - / 4	Dune	Not found at Site, known from dune scrub at Carpinteria and Goleta
<i>Suaeda esteroa</i>	Estuary Seablite	CNPS List 4, northern limit	Coastal scrub; salt marsh	Not found at Site, known from Goleta slough.
<i>Suaeda taxifolia</i>	Woolly Seablite	- / - / 4	Coastal scrub; salt marsh	Not found at Site, but occurs on Ellwood Mesa on sea bluffs

TABLE 2
Sensitive Species Known or Expected at Project Site

Based on CNPS Electronic Inventory and CNDDB (Nov. 2004) search results for Goleta, Dos Pueblos Canyon, and Santa Barbara Quadrangles.

Common Name	Status	Preferred Habitat	Occurrence at Project Site
KEY			
* All raptors and their active nests are protected under the CDFG code, Section 3503.5, and the Migratory Bird Treaty Act			
? City of Goleta. Final EIR. Comstock Homes Development and Ellwood Mesa Open Space Plan. June 2004.			
"Project Site" is defined as Comstock Development site and Native Grassland Restoration Area.			
Status Codes			
United States Fish and Wildlife Service (USFWS)		California Department of Fish and Game (CDFG)	
FE Federal Endangered		CE California Endangered	
FT Federal Threatened		CT California Threatened	
SOC Species of Concern		CR California Rare	
MNBMC Migratory nongame bird of management concern		CSC California Species of Concern	
(FSC) Federal special concern species		FP Fully protected under the CA Endangered Species Act	
California Native Plant Society (CNPS)			
1B List 1B: Plants rare, threatened and endangered in California and elsewhere			
3 List 3: Plants about which more information is needed			
4 List 4: Plants of limited distribution; a watch-list			

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TABLE 3
Weed Plant Species at the Project site

Common Name	Scientific Name	CAL-IPC Rating
jointed goat grass	<i>Aegilops cylindrica</i>	CA DFA List B
scarlet pimpernel	<i>Anagallis arvensis</i>	List B
Australian saltbush	<i>Atriplex semibaccata</i>	under consideration
slender wild oat	<i>Avena barbata</i>	under consideration
wild oats	<i>Avena fatua</i>	under consideration
black mustard	<i>Brassica nigra</i>	List B
field mustard	<i>Brassica rapa</i>	under consideration
ripgut brome	<i>Bromus diandrus</i>	under consideration
soft chess brome	<i>Bromus hordeaceus</i>	under consideration
red brome	<i>Bromus madritensis</i> ssp. <i>rubens</i>	List A-2
Italian thistle	<i>Carduus pycnocephalus</i>	List B; CA DFA List C
hottentot fig, iceplant	<i>Carpobrotus edulis</i>	List A-1
totalote	<i>Centaurea mellensis</i>	List B
bull thistle	<i>Cirsium vulgare</i>	List B
poison hemlock	<i>Conium maculatum</i>	List B
bindweed	<i>Convolvulus arvensis</i>	under consideration; CA DFA List C
horseweed	<i>Conyza canadensis</i>	no listing
Andean pampas grass	<i>Cortaderia jubata</i>	List A-1
Australian brass-buttons	<i>Cotula australis</i>	no listing
hairy crab grass	<i>Digitaria sanguinalis</i>	no listing
cape-ivy	<i>Delairea odorata</i> (<i>Senecio mikanioides</i>)	List A-1
storkbill filaree	<i>Erodium botrys</i>	under consideration
redstem filaree	<i>Erodium cicutarium</i>	under consideration
whitestem filaree	<i>Erodium moschatum</i>	under consideration
blue gum eucalyptus (seedlings)	<i>Eucalyptus globulus</i>	List A-1
filago	<i>Filago gallica</i>	no listing
fennel	<i>Foeniculum vulgare</i>	List A-1
geranium - need to determine species in spring	<i>Geranium molle</i>	under consideration
cudweed	<i>Gnaphalium luteo-album</i>	no listing
Mediterranean mustard	<i>Hirshfeldia incana</i>	under consideration
Mediterranean barley	<i>Hordeum marinum</i>	under consideration

TABLE 3
Weed Plant Species at the Project site

Common Name	Scientific Name	CAL-IPC Rating
foxtail	<i>Hordeum murinum</i>	under consideration
smooth cat's ear	<i>Hypochaeris glabra</i>	under consideration
prickly lettuce	<i>Lactuca serriola</i>	under consideration
Italian ryegrass	<i>Lolium multiflorum</i>	under consideration
bird's-foot trefoil	<i>Lotus corniculatus</i>	under consideration
hyssop loosestrife	<i>Lythrum hyssopifolia</i>	under consideration
cheeseweed	<i>Malva parviflora</i>	List B
horehound	<i>Marrubium vulgare</i>	under consideration
California burclover	<i>Medicago polymorpha</i>	under consideration
sweet clover	<i>Mellilotus albus, M. indicus</i>	under consideration
myoporum	<i>Myoporum laetum</i>	List A-2
olive	<i>Olea europaea</i>	List B
creeping wood sorrel	<i>Oxalis corniculata</i>	under consideration
Bermuda-buttercup	<i>Oxalis pes-caprae</i>	under consideration
kikuyu grass	<i>Pennisetum clandestinum</i>	under consideration; CA DFA List C
Harding grass	<i>Phalaris aquatica</i>	List B
bristly ox-tongue	<i>Picris echioides</i>	under consideration
rice grass	<i>Piptatherum miliaceum</i>	need more information
cut-leaved plantain	<i>Plantago coronopus</i>	under consideration
English plantain	<i>Plantago lanceolata</i>	under consideration
common knotweed	<i>Polygonum arenastrum</i>	no listing
rabbitsfoot grass	<i>Polypogon monspeliensis</i>	under consideration
firethorn	<i>Pyracantha angustifolia</i>	under consideration
radish	<i>Raphanus sativus</i>	under consideration
castor-bean	<i>Ricinis communis</i>	List B
sour dock, sheep sorrel	<i>Rumex acetosella</i>	under consideration

TABLE 3
Weed Plant Species at the Project site

Common Name	Scientific Name	CAL-IPC Rating
curly dock	<i>Rumex crispus</i>	under consideration
Brazilian pepper	<i>Schinus terebinthifolius</i>	List B
windmill pink	<i>Silene gallica</i>	no listing
milk thistle	<i>Silybum marianum</i>	under consideration
prickly sow-thistle	<i>Sonchus asper</i>	under consideration
common sow-thistle	<i>Sonchus oleraceus</i>	no listing
sand spurrey	<i>Spergularia villosa</i>	no listing
Athel tamarisk	<i>Tamarix aphylla</i>	under consideration
rose clover	<i>Trifolium hirtum</i>	under consideration
vetch	<i>Vicia</i> spp.	under consideration
rat-tail fescue	<i>Vulpia myuros</i>	under consideration

Bold indicates species present in vicinity of restoration area

Cal-IPPC weed ratings:	California Dept. of Food and Agriculture weed rating:
List A-1: Most invasive wildland pest plants; widespread	List A - Eradication, containment, rejection, or other holding action at the state-county level.
List A-2: Most invasive wildland pest plants; regional	List B - More widespread species, eradication policy at discretion of local agricultural commissioner
List B: Wildland pest plants of lesser invasiveness	List C - Eradication ordered by agricultural commissioner when found in a nursery or in crop seed
Need More Info: More information is needed to make a determination	
Under Consideration: Plants currently being considered for listing in 2005	

Table 4
Restoration Area Plant Palette

Narrow-leaved Milkweed	<i>Asclepias fascicularis</i>	Herbaceous perennial	seed, divisions	5-10 miles from Restoration Area	spring
California Poppy - coastal variety	<i>Eschscholzia californica</i> var. <i>maritima</i>	Annual, biennial	seed	5-10 miles from Restoration Area	summer
California Meadow Barley	<i>Hordeum brachyantherum</i>	Perennial grass	seed, divisions	Ellwood Mesa	spring
Bicolored Lupine	subsp. <i>californicum</i>	Annual	seed	Ellwood Mesa	late spring
Purple Needle-grass	<i>Lupinus bicolor</i>	Perennial bunchgrass	seed	Ellwood Mesa	summer
California Goldenrod	<i>Nassella pulchra</i>	Herbaceous perennial	seed, divisions	Ellwood Mesa	spring
	<i>Solidago californica</i>				

TABLE 5
Restoration Area Seed and Container Material



California Poppy - coastal variety	<i>Eschscholzia californica</i> var. <i>maritima</i>	2 lbs/acre	
Saw-toothed Goldenbush	<i>Hazardia squarrosa</i>	1 lb/acre	10-15
California Meadow Barley	<i>Hordeum brachyantherum</i>	4 lbs/acre	2,000
Bicolored Lupine	<i>subsp. californicum</i>	2 lbs/acre	
Purple Needle-grass	<i>Lupinus bicolor</i>	8 lbs/acre	15,000
Blue-eyed grass	<i>Nassella pulchra</i>	1 lb/acre	400
Fescue (native annual species)	<i>Sisyrinchium bellum</i>	2 lbs/acre	
	<i>Vulpia bromoides</i>		

Table 6
 Summary of vegetation sampling data in native and non-native grassland on Ellwood Mesa

Scientific Name	Non-native grassland (20 m quadrats)			Native grassland (20 m quadrats)			
	Mean % cover	Mean density	Mean frequency	Importance value	Mean % cover	Mean density	Mean frequency
<i>Anagallis arvensis</i>	0.1	1.7	0.03	0.01	<0.1	1.0	0.10
<i>Bromus diandrus</i>	48.8	3125.0	0.70	1.11	1.9	38.5	0.30
<i>Erodium botrys</i>	0.1	11.0	0.20	0.06	<0.1	1.0	0.20
<i>Foeniculum vulgare</i>	0	0.0	0.03	0.01			
<i>Geranium carolinianum</i> ? (or non-native <i>G. dissectum</i> - need spring flowers)	0.8	9.9	0.33	0.12	2.9	41.2	0.60
<i>Hordeum marinum</i> subsp. gussoneanum	0.5	53.5	0.03	0.07			
<i>Isocoma menziesii</i>					3.75	0.1	0.10
<i>Lolium multiflorum</i>	26.8	2300.7	0.31	0.65	2.55	165.0	0.20
<i>Nassella pulchra</i>					71.75	14.6	1.00
<i>Phalaris aquatica</i>	4.5	0.2	0.07	0.07			
<i>Plantago lanceolata</i>	2.2	6.2	0.07	0.11	1.75	16.3	0.50
<i>Sisyrinchium bellum</i>					0.10	0.5	0.10
<i>Sonchus asper</i>	0.5	2.5	0.03	0.02			
<i>Sonchus oleraceus</i>	0.1	5.0	0.03	0.01	0.15	1.0	0.30
<i>Vicia sativa</i>	0.3	0.1	0.13	0.14	1.10	11.0	0.80
<i>Vulpia myuros</i>	15.3	1045.0	0.50	0.64	10.75	1081.0	0.90

**TABLE 7
PERFORMANCE CRITERIA 5-YEAR CHECKLIST**

Tasks	Performance Criteria	Monitoring Frequency	Monitoring Findings	Actions
Weed control	Cover of invasive weeds substantially less than that in adjacent native vegetation; cover of weeds should not threaten restoration plantings	Twice monthly in first year, monthly thereafter. Frequency of monitoring events may be reduced at the discretion of the restoration monitor.	Combined cover of invasive exotics <15%	Continue monitoring; pull any weeds encountered
			Combined cover of invasive exotics >15%	Implement weed control program
Erosion control and soil stabilization	Top soil stable; Vegetative cover similar to pre-disturbance levels No rill erosion or gullying; Soil stabilization treatments effective until adequate vegetation develops	At regularly scheduled monitoring events or at the discretion of the restoration monitor	Criteria met	Continue monitoring
			Erosion, destabilization of soils or treatments	Repair as necessary and install additional erosion control fabric, wattles, plant or reapply seed
Grassland restoration ¹	Cover by natives should reach 25% by the end of Year 1, with the majority of this cover provided by purple needlegrass and meadow barley. Cover by natives should reach 80% by the end of Year 5, with the majority of this cover provided by purple needlegrass and meadow barley. The percentage of bare ground should drop from a maximum of 75% in Year 1 to 10% by Year 5 Diversity of native species should be monitored in annual surveys and increase by 10% from Year 1 to Year 5 (per CCC 2004); also monitor wildlife usage and presence and abundance of sensitive species	Year 1	>25% total native cover	Continue monitoring
		Annual; Spring	<25% total native cover	Replant. Replacement plants shall be monitored with the same native cover requirements for 3 years after planting.
			Year 2	>40% total native cover
		Annual; Spring	<40% total native cover	Replant. Replacement plants shall be monitored with the same native cover requirements for 3 years after planting.
			Year 3	>50% total native cover
		Annual; Spring	<50% total native cover	Replant. Replacement plants shall be monitored with the same native cover requirements for 3 years after planting.
			Year 4	>70% total native cover
		Annual; Spring	<70% total native cover	Replant. Replacement plants shall be monitored with the same native cover requirements for 3 years after planting.
			Year 5	>80% total native cover
		Annual; Spring	<80% total native cover	Replant. Replacement plants shall be monitored with the same native cover requirements for 3 years after planting.

¹ Performance criteria for native species cover may be reduced to reflect background levels of cover at the reference site with the approval of the Restoration Manager.

TABLE 8

Ellwood Mesa Restoration Implementation and Monitoring Schedule¹

Restoration Activities	Year 0 - 2005		Year 1 - 2006		Year 2 - 2007		Year 3 - 2008		Year 4 - 2009		Year 5 - 2010		Year 6 - 2011			
	Precontr. *		Construct. *													
	F	W	S	U	F	W	S	U	F	W	S	U	F	W	S	U
Salvage/Install Plant Material from Comstock Develop. Site																
Collect Seed and Cuttings																
Propagate Container Stock																
Fence the Restoration Site																
Establish Permanent Photo Points																
Hold Community Awareness meeting																
Post Interpretive Signs																
Sample reference native grassland																
Fence Existing Native Grass Stands/Vernal Pools																
Mechanically remove invasive perennials																
Begin grow-and-kill cycles for exotic annuals																
Stabilize soil around slopes/install erosion control																
Install Irrigation System or Identify Water Source																
Plant Container Plants/Broadcast Seed (as available)																
Maintenance Weed Abatement																
Irrigate (for grow-and-kill, and as necessary)																
Photo-document Restoration Sites																
Monitor: Qualitative Assessment																
Monitor: Comprehensive Quantitative Annual Survey																

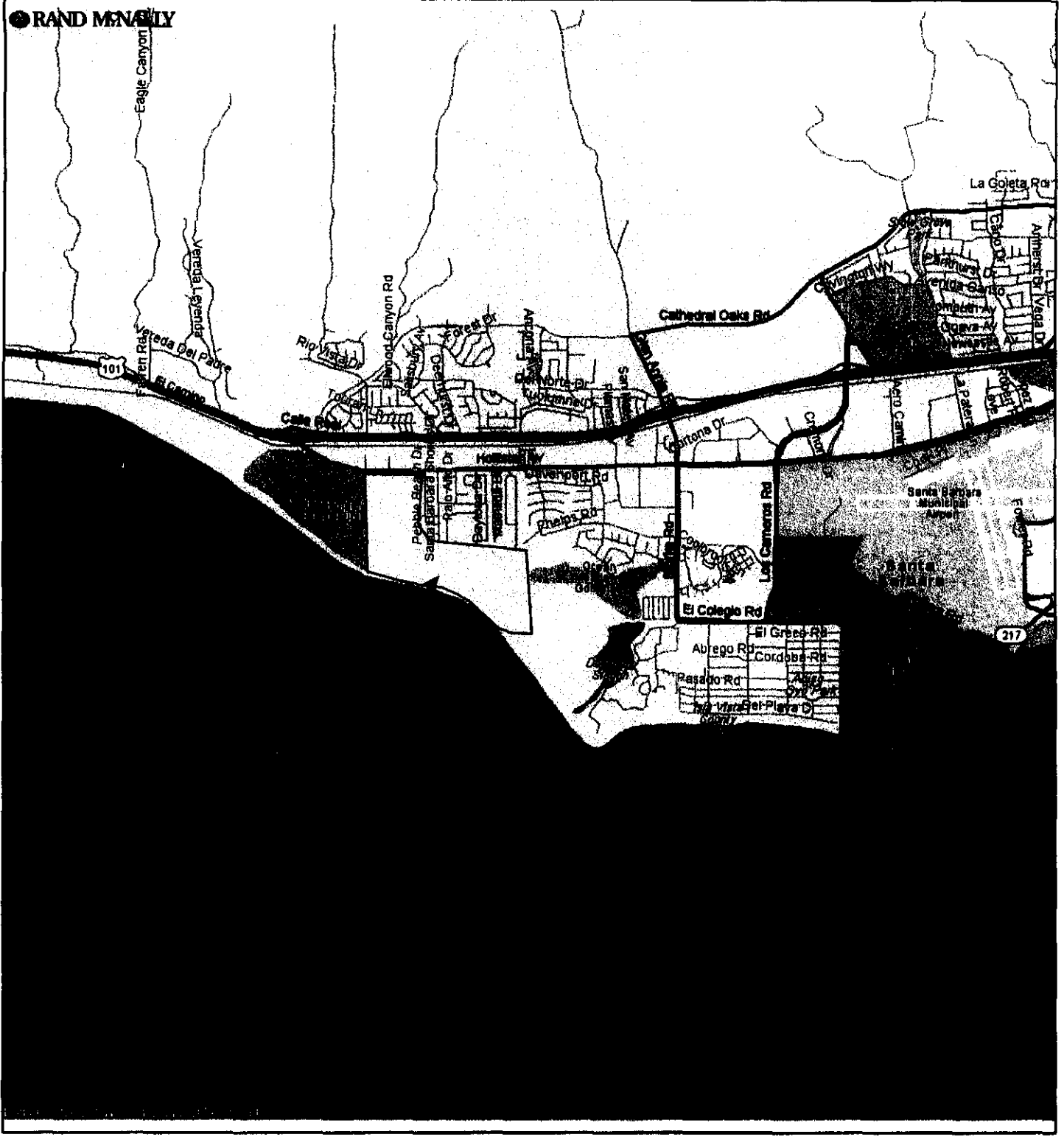
1 This schedule assumes that performance criteria are met in five years with at least two years of meeting all performance standards and three years without maintenance. However, if the site does not meet the final performance criteria and additional actions are required after one full year with no maintenance, then monitoring will be extended for another year or until performance criteria are met.

2 Based upon rainfall patterns

W = Winter; S = Spring; U = Summer; F = Fall
 * timing yet to be confirmed

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Comstock Homes
Project Location Map

Figure 1

Project No. 021-10113-00

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LEVINE • FRICKE

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Site of
Future
Isla
Vista

Comstock Homes

1928 Historical Aerial
Photograph of Project Site

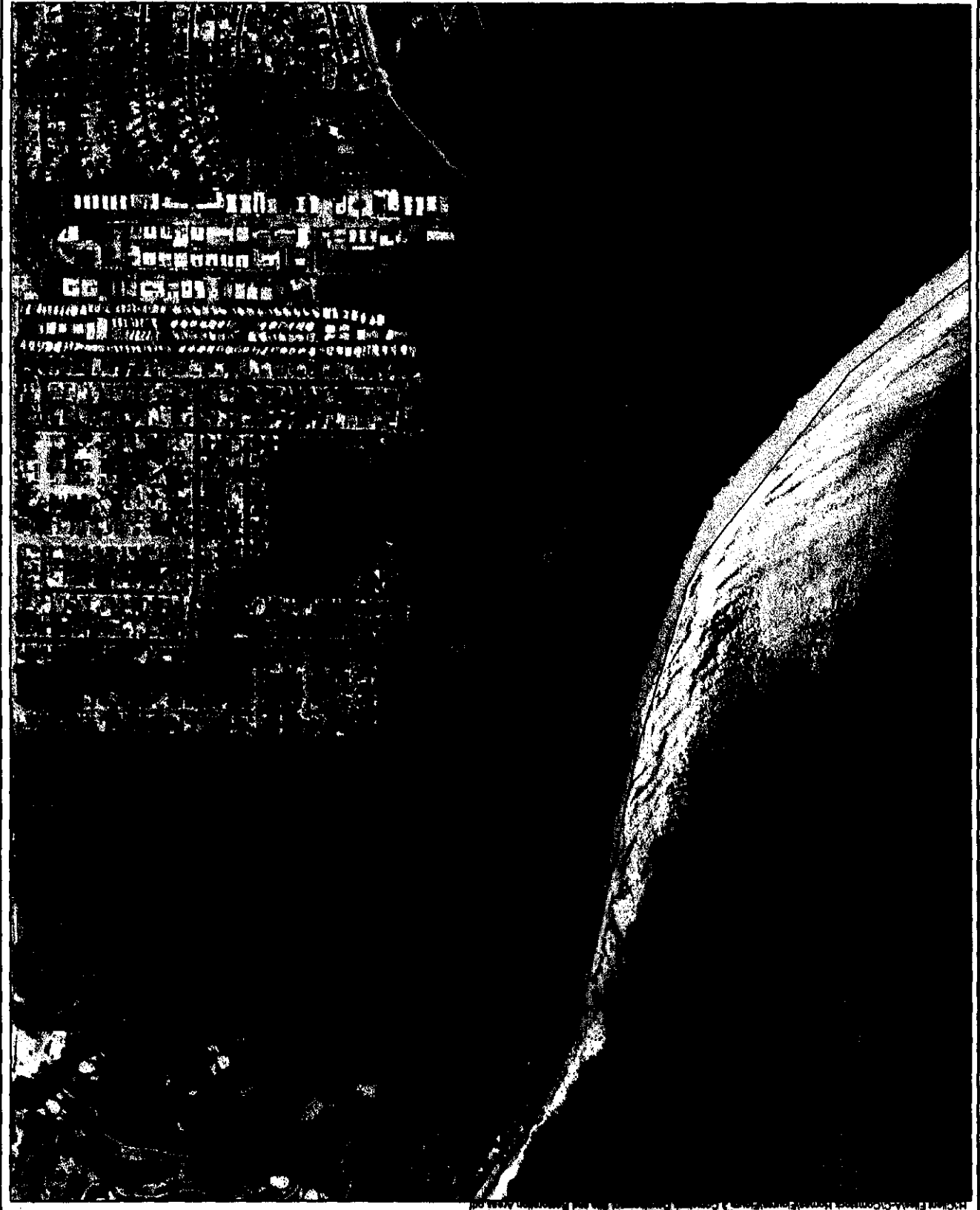
Figure 2

Storke Rd

Storke Rd

Comstock Homes
(Ali D'Oro Development Site)

1928



Vehicle Access for
Grassland Restoration Area
Proposition Access for
Grassland Restoration Area

- Restoration Area
- Coastal Freshwater Marsh
- Coastal Saltmarsh
- Coyote Bush Scrub
- Developed
- Disturbed
- Eucalyptus Woodland
- Golf Course
- Native Grassland
- Non-Native Grassland (Annual)
- Oak Woodland
- Open Water
- Ornamental
- Paved Roads
- Ruderal
- Sand
- Southern Coastal Bluff Scrub
- Southern Dune Scrub
- Southern Foothills
- Southern Riparian Forest
- Southern Riparian Scrub
- Southern Vernal Pool
- Venturan Coastal Sage Scrub

- 1 Proposed Trail
- 2 Existing Trail



Note: Habitat characteristics based on
Brewer-Cameron Class Data Sheet
+ Habitat Management Plan (HMS) (2004)

Project No 021-10113-00

Comstock Homes

**Comstock Development Site
and Native Grassland
Restoration Area Locations**

Figure 3



~~021 of 460~~

H:\Client Files\A-C\Comstock Homes\Figures\Figure 4 Existing Conditions.pdf



Native Grassland

-  Purple Needle Grass
-  Purple Needle Grass and California Meadow Barley
-  Alkali Rye
-  Alkali Rye and California Meadow Barley
-  California Meadow Barley

-  Proposed Design for Comstock Homes
-  Disturbance Line



0 50 100 200 300 400 Feet

Comstock Homes
Comstock Homes
 (Ali D'Oro) Development Site
 Existing Conditions

Figure 4

Project No. 021-10113-00



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H:\Client Files\A-C\Comstock Homes\Figures\Figure 5 Restoration Detail.pdf



Sensitive Species

- Southern tarplant
- Santa Barbara honeysuckle

Weeds

- Fennel
- Olive
- Harding Grass

- Vernal Pool
- ~ Pedestrian Bicycle Trails (Proposed)
- ~ Equestrian Trails
- ⊕ Restoration Area
- ⊕ Native Purple Needlegrass

Comstock Homes

Native Grassland Restoration Site Detail (Existing Conditions)

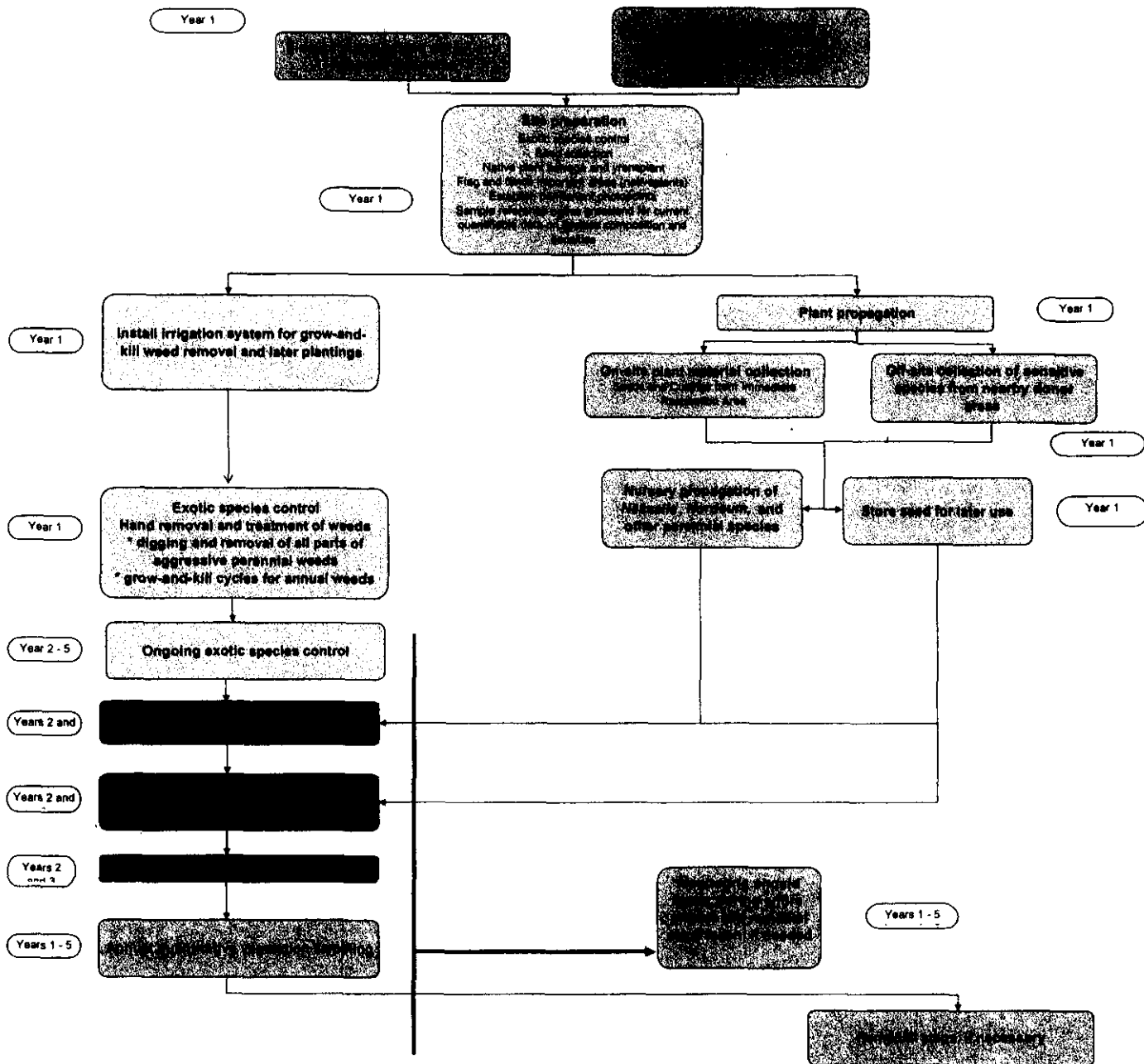
Figure 5

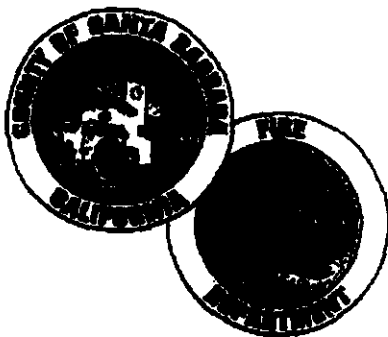
Project No. 021-10113-00



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Figure 6
Restoration Implementation Flowchart





Fire Department

"Serving the community since 1926"

4410 Cathedral Oaks Road
Santa Barbara, CA 93110-1042
(805) 681-5300 FAX (805) 681-5563

John M. Scherrei
Fire Chief

January 7, 2005

Ms. Sarah Bronstad
Comstock Homes
270 Storke Road, Suite 12
Goleta, CA 93117
Fax (805) 961-9173

Dear Ms. Bronstad:

Subject: Comstock Homes; APN 079-210-067
Perimeter Walls, Fuel Modification Program, Vegetation Management Plan;
Coastal Development Permit #4-04-085, Special Conditions #15 and #18

This letter is to confirm that the Santa Barbara County Fire Department does not require a solid six-foot masonry wall along the backyard perimeter of the Comstock Homes Development. The 6-foot wall comprised of a 2.5-foot high wrought iron fence atop a 3.5-foot high solid wall base, as proposed in the plans for this project, is acceptable and does not result in any additional fuel modification or mowing requirements.

The Fire Department does not require a Vegetation Management Plan (VMP) for this development or for the land owned by the City of Goleta that is immediately adjacent to the proposed development. A VMP is not required per Article 86 of the California Fire Code because the area is not identified as a high fire hazard area. At this time, a 30-foot wide swath of mowing is not required around the perimeter of the Comstock Homes Development, and given the nature of the landscaping proposed for the development, annual mowing of the perimeter within habitat buffers is not likely to be required in the future.

Serving: The Cities of Buellton and Goleta, and the Communities of Carmelita, Cuyama, Gaviota, Hope Ranch, Los Alamos, Los Olivos, Mission Canyon, Mission Hills, Orcutt, Santa Maria, Santa Ynez, Sisquoc, Vandenberg Village.

LOCATION: 805 681 5553

RX TIME 01/07 '05 13:07

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Comstock Homes
079-210-067

2

January 7, 2005

I hope this letter clarifies the requirements of the Santa Barbara County Fire Department as they relate to special conditions #15 and #18 of the Coastal Development Permit for Comstock Homes.

If you have any questions or need further clarification, please feel free to contact me at (805) 681-5528.

Yours in the interest of life and fire safety,



Martin Johnson, Captain
Fire Prevention Division

c: Ken Curtis, City of Goleta, 130 Cremona Dr., Suite B, Goleta, CA 93117
Chron/APN

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Exhibit "Q"

Maintenance Portion of the Water Quality Management Plan

POST-CONSTRUCTION MAINTENANCE GUIDELINES

I. Street Sweeping

1. All private streets will be swept on a regular basis. The frequency of sweeping will be based on the amount of sediment and debris generated, however, bi-monthly sweeping is recommended until a site specific schedule is established based on actual conditions.

II. Media Filters

This project has installed Media Filters as necessary in accordance with BMP - TC6, a copy of which is attached as Appendix K. The Ultra Urban Filter with Smart Sponge Plus (UUF) will be operated, monitored and maintained for the life of the project by the Ali D'Oro Homeowner's Association. Inspection, cleaning-out and where necessary, repair shall occur at the following minimum frequencies: (1) prior to October 15th of each year; (2) during each month between October 15th and April 15th of each year and; (3) at least twice during the dry season (April 16th through October 14th) each year as follows:

1. Sediment and debris around the grates will be collected by sweeping and disposed of properly.
2. The grates will be removed to allow inspection of the UUF.
3. Sediment and debris which has accumulated in the UUF will be vacuumed out of the modules with conventional maintenance equipment and disposed of properly.
4. Proper disposal of sediment and debris includes placing the material in a closed container and transporting it to the Tajiguas Landfill.
5. The UUF will be visually inspected to determine if replacement or repair is required.
6. If replacement is required, the entire recyclable filter box will be removed and placed in a closed container. The spent UUF can be accepted for disposal and/or recycling at waste-to-energy facilities, cement kilns or Subtitle D landfills (Tajiguas Landfill).
7. If replacement is not required but the UUF requires repair, the UUF will be removed and the necessary repairs completed.

III. Trash Receptacles

1. All trash enclosures and receptacles shall be covered and/or sealed to prevent off-site transport of trash.

~~425 of 460~~

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

2007-0025037

Recorded REC FEE 103.00
Official Records CONFIRMED COPY 1.00
County of Santa Barbara
Joseph E. Holland

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

08:00AM 05-Apr-2007 BC Page 1 of 33

BROWN, WINFIELD & CANZONERI, INC.
300 S. GRAND AVENUE, SUITE 1500
LOS ANGELES, CALIFORNIA 90071
ATTENTION: BILL PHAM, ESQ.

33
cc1

1797698-uc

(Space above this line for Recorder's Use)

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
THE BLUFFS AT SANDPIPER

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE BLUFFS AT SANDPIPER ("First Amendment") is hereby made by Goleta Investment Partners, LLC, a California limited liability company ("Declarant").

P R E A M B L E:

A. Declarant previously executed that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (Ali D'Oro), recorded on September 26, 2005, as Instrument No. 2005-0093524, in Official Records, County of Santa Barbara (the "Declaration").

B. The Declaration as amended by this First Amendment encumbers that certain real property (the "Property") located in the City of Goleta, County of Santa Barbara, State of California, described below, and any other real property which shall become subject to the Declaration:

Lots 1 through 5, inclusive, Lots 13 through 20, inclusive, and Lot 51 of Tract Map No. 32,008, filed on September 26, 2005, in Book 201 at Pages 1 to 11, inclusive, of Maps, in the Office of the Santa Barbara County Recorder.

C. Pursuant to the provisions of Section 18.1 of the Declaration, Declarant now desires to amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Any and all references to "Ali D'Oro" in the Declaration is hereby amended and restated as follows: *"The Bluffs at Sandpiper."*

2. Section 1.29 of the Declaration is hereby deleted in its entirety.

3. Section 6.2(p) of the Declaration is hereby amended and restated in its entirety as follows:

(p) maintain the drainage improvements (including drainage outlets and rip rap area) located on Lot 67 of Tract Map No.32,008 (the locations of which are shown on Exhibit C herein) and, for a period of two (2) years after completion of the habitat restoration on Lot 67, maintain the landscaping and irrigation related to such habitat restoration on Lot 67. If the Association removes or otherwise destroys any landscaping on Lot 67, it shall install replacement landscaping for such removed or destroyed landscaping on a one to one issue.

4. A new Section 6.2(q) shall is hereby added to the Declaration as follows:

(q) implement and perform the obligations of the Operator set forth in the Agreement Regarding Proposed Stream Or Lake Alteration, attached hereto and incorporated herein as Exhibit R, and the Final Restoration Plan for Lot 67 on Ellwood Mesa, attached hereto and incorporated herein as Exhibit S.

5. A new Section 6.2(b)(vii) shall hereby be added to the Declaration as follows:

(vii) maintain all "Maintenance Areas" shown on Exhibit C attached hereto, which areas are comprised of landscaping and/or hardscape improvements located between the Association Community Walls and the streets in the Development, landscaping along the Development's frontage on Hollister Avenue, and drainage improvements located on Lot 67.

6. Section 7.2.3 of the Declaration is hereby deleted in its entirety.

7. Section 13.4(c) of the Declaration is hereby deleted in its entirety.

8. Section 17.21.2 of the Declaration is hereby amended and restated in its entirety as follows:

17.21.2 In the event that the Board determines not to initiate action to enforce the obligations under the Bond, or in the event the Board fails to consider and vote on such question as provided above, the Board shall call a special meeting of the Members for the purpose of voting to override such decision or such failure to act by the Board. Such meeting shall be called according to the provisions of the Bylaws dealing with meetings of the Members, but in any event such meeting shall be held not less than thirty-

five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such meeting signed by Members representing at least five percent (5%) of the total voting power of the Association; and

9. Article XX of the Declaration is hereby amended and restated in its entirety as follows:

20.1 ALTERNATIVE DISPUTE RESOLUTION AND WAIVER OF JURY TRIAL. Declarant and applicable Declarant's agents will attempt to resolve any dispute asserted by an Owner or the Association of which it is given notice. If the dispute cannot be resolved between the parties pursuant to the repair procedures set forth in Article XIX of the Declaration, any procedure set forth under the Home Builder's Limited Warranty provided by Declarant, and/or any applicable statutory dispute resolution procedures, it will be decided through the alternative resolution procedure as set forth below.

20.1.1 ARBITRATION. ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES (EACH A "DISPUTE") BY OR BETWEEN OR AMONG THE ASSOCIATION, ANY OWNER OR OWNERS, AND/OR DECLARANT ARISING FROM OR RELATED TO THIS DECLARATION, THE COMMON AREAS, ANY LOT, THE SALE OF ANY LOT, OR ANY TRANSACTION RELATED THERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE, OR EQUITY SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THIS ARBITRATION PROVISION SHALL APPLY TO DISPUTES OF ANY KIND OR NATURE REGARDLESS OF WHEN THE DISPUTE FIRST AROSE OR THE NATURE OF THE RELIEF SOUGHT.

(A) **WAIVER OF TRIAL BY JUDGE OR JURY.** BY AGREEING TO RESOLVE ALL DISPUTES THROUGH BINDING ARBITRATION, THE ASSOCIATION, EACH OWNER AND THE DECLARANT EACH GIVE UP THE RIGHT TO HAVE THEIR RESPECTIVE CLAIMS AND DEFENSES DECIDED BY A JUDGE OR A JURY. ALL CLAIMS AND DEFENSES SHALL INSTEAD BE DECIDED BY THE ARBITRATOR.

(B) **RULES APPLICABLE TO ALL CASES.** THE ARBITRATION WILL BE CONDUCTED BY CONSTRUCTION ARBITRATION SERVICES, INC. ("CAS") IN ACCORDANCE WITH THE RULES OF CAS IN EFFECT AT THE INITIATION OF THE ARBITRATION ("CAS RULES"), AS SUPPLEMENTED BY THIS SECTION. THE FOLLOWING SUPPLEMENTAL RULES SHALL APPLY TO ALL ARBITRATION PROCEEDINGS AND SHALL GOVERN IN THE EVENT OF A CONFLICT BETWEEN THE RULES SET FORTH BELOW AND THE RULES OF CAS RULES. IN THE EVENT AN ARBITRATION UNDER THIS PROVISION INVOLVES THE PROFESSIONAL WARRANTY SERVICE CORPORATION ("PWC"), AS THE ADMINISTRATOR OF HOME BUILDER'S LIMITED WARRANTY, AND CAS IS UNWILLING OR UNABLE TO SERVE AS THE ARBITRATOR OR PWC DESIRES TO APPOINT ANOTHER NEUTRAL INDEPENDENT ARBITRATION SERVICE, THEN

THE ARBITRATION SHALL BE CONDUCTED BY JUDICIAL AND MEDIATION SERVICES ("JAMS") PURSUANT TO THE JAMS RULES THEN APPLICABLE TO THE CLAIMS PRESENTED.

(1) QUALIFICATIONS OF ARBITRATORS. THE ARBITRATOR SHALL BE NEUTRAL AND IMPARTIAL AND EITHER A RETIRED JUDGE OR A MEMBER OR FORMER MEMBER OF THE CALIFORNIA STATE BAR WITH AT LEAST 10 YEARS EXPERIENCE AS A PRACTICING LAWYER IN THE AREA OF CONSTRUCTION LAW.

(2) APPOINTMENT OF ARBITRATOR. THE ARBITRATOR TO PRESIDE OVER THE DISPUTE SHALL BE SELECTED IN ACCORDANCE WITH THE CAS RULES, BUT NO LATER THAN SIXTY (60) DAYS AFTER A NOTICE OF CLAIM IS FILED.

(3) EXPENSES. ALL FEES CHARGED BY CAS AND THE ARBITRATOR SHALL BE ADVANCED BY THE DECLARANT; PROVIDED HOWEVER, IF A DISPUTE IS RELATED TO THE HOME BUILDER'S LIMITED WARRANTY, THEN THE FEES CHARGED BY CAS AND THE ARBITRATOR SHALL BE PAID AS SET FORTH IN THE HOME BUILDER'S LIMITED WARRANTY. IF THE DECLARANT IS THE PREVAILING PARTY IN THE ARBITRATION, THE ARBITRATOR MAY, IN HIS OR HER DISCRETION AND ONLY TO THE EXTENT PERMITTED BY LAW AND THE CAS RULES, DIRECT THE OWNER OR THE ASSOCIATION, AS APPLICABLE, TO REIMBURSE THE DECLARANT ALL OR PART OF THE CAS FEE AND ARBITRATOR'S FEE ADVANCED BY THE DECLARANT.

(4) VENUE. THE VENUE OF THE ARBITRATION SHALL BE IN THE COUNTY WHERE THE PROJECT IS LOCATED UNLESS THE PARTIES AGREE IN WRITING TO ANOTHER LOCATION.

(5) PRELIMINARY PROCEDURES. IF STATE OR FEDERAL LAW REQUIRES THE ASSOCIATION OR AN OWNER OR THE DECLARANT TO TAKE STEPS OR PROCEDURES BEFORE COMMENCING AN ACTION IN COURT, THEN THE ASSOCIATION, OWNER OR DECLARANT MUST TAKE SUCH STEPS OR FOLLOW SUCH PROCEDURES, AS THE CASE MAY BE, BEFORE COMMENCING THE ARBITRATION. IN ADDITION, NOTHING CONTAINED HEREIN SHALL BE DEEMED A WAIVER OR LIMITATION OF THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1368.4, 1375, 1375.05 OR 1375.1.

(6) PARTICIPATION BY OTHER PARTIES. THE ASSOCIATION, AN OWNER AND THE DECLARANT, TO THE EXTENT ANY SUCH PARTY IS DEFENDING A CLAIM IN THE ARBITRATION, MAY, IF IT CHOOSES, HAVE ALL NECESSARY AND APPROPRIATE PARTIES INCLUDED AS PARTIES TO THE ARBITRATION.

(7) RULES OF LAW. THE ARBITRATOR MUST FOLLOW CALIFORNIA SUBSTANTIVE LAW (INCLUDING STATUTES OF LIMITATIONS) BUT STRICT CONFORMITY WITH THE RULES OF EVIDENCE IS NOT REQUIRED, EXCEPT THAT THE ARBITRATOR SHALL APPLY APPLICABLE LAW RELATING TO PRIVILEGE AND WORK PRODUCT. THE ARBITRATOR SHALL BE AUTHORIZED TO PROVIDE ALL RECOGNIZED REMEDIES AVAILABLE AT LAW OR EQUITY FOR ANY CAUSE OF ACTION.

(8) ATTORNEYS FEES AND COSTS. EACH PARTY SHALL BEAR ITS OWN ATTORNEYS FEES AND COSTS (INCLUDING EXPERT WITNESS COSTS) IN THE ARBITRATION.

(C) ADDITIONAL RULES APPLICABLE TO CERTAIN CASES. IN ANY ARBITRATION IN WHICH A CLAIM OF OWNER, THE ASSOCIATION OR DECLARANT EXCEEDS \$250,000 IN VALUE, THE FOLLOWING ADDITIONAL RULES WILL SUPPLEMENT THE CAS RULES AND GOVERN IN THE EVENT OF A CONFLICT BETWEEN THE FOLLOWING RULES AND THE RULES SET FORTH ABOVE, THE CAS RULES, OR BOTH.

(1) RULES OF LAW. THE CALIFORNIA EVIDENCE CODE SHALL APPLY.

(2) WRITTEN DECISION. WITHIN THIRTY (30) DAYS AFTER THE HEARING IS CLOSED, THE ARBITRATOR MUST ISSUE A WRITTEN DECISION. IF EITHER BUYER OR SELLER REQUESTS IT, THE ARBITRATOR MUST ISSUE A REASONED AWARD.

(D) FEDERAL ARBITRATION ACT. BECAUSE MANY OF THE MATERIALS AND PRODUCTS INCORPORATED INTO THE HOME ARE MANUFACTURED IN OTHER STATES, THE DEVELOPMENT AND CONVEYANCE OF THE PROPERTY EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE AND THE FEDERAL ARBITRATION ACT (9 U.S.C. §1, ET SEQ.) NOW IN EFFECT AND AS IT MAY BE HEREAFTER AMENDED WILL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THE ARBITRATION PROVISIONS OF THIS DECLARATION.

(E) AGREEMENT TO ARBITRATION AND WAIVER OF JURY TRIAL. BY EXECUTING THIS DECLARATION, DECLARANT, AND BY ACCEPTING A DEED FOR THE ASSOCIATION PROPERTY OR A LOT, AS THE CASE MAY BE, THE ASSOCIATION AND EACH OWNER, AGREE (1) TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT; (2) TO GIVE UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL; AND (3) TO GIVE UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND

APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ADR DECLARATION. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT.

(F) FINAL AND BINDING AWARD. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING. A PETITION TO CONFIRM, VACATE, MODIFY OR CORRECT AN AWARD MAY BE FILED IN ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED, BUT THE AWARD MAY BE VACATED, MODIFIED OR CORRECTED ONLY AS PERMITTED BY THE FEDERAL ARBITRATION ACT.

(G) SEVERABILITY. IN ADDITION TO AND WITHOUT LIMITING THE EFFECT OF ANY GENERAL SEVERABILITY PROVISIONS OF THIS DECLARATION, IF THE ARBITRATOR OR ANY COURT DETERMINES THAT ANY PROVISION OF THIS SECTION IS UNENFORCEABLE FOR ANY REASON, THAT PROVISION SHALL BE SEVERED, AND PROCEEDINGS AGREED TO IN THIS SECTION SHALL BE CONDUCTED UNDER THE REMAINING ENFORCEABLE TERMS OF THIS SECTION.

(H) LIMITATION ON EXPENDITURES/NOTICE TO MEMBERS. THE ASSOCIATION SHALL NOT INCUR LITIGATION EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHERE THE ASSOCIATION INITIATES LEGAL PROCEEDINGS OR IS JOINED AS A PLAINTIFF IN LEGAL PROCEEDINGS WITHOUT THE APPROVAL OF A MAJORITY OF THE VOTING POWER OF THE ASSOCIATION, EXCLUDING THE VOTING POWER OF ANY OWNER WHO WOULD BE A DEFENDANT IN SUCH PROCEEDINGS. SUCH APPROVAL SHALL NOT BE NECESSARY IF THE LEGAL PROCEEDINGS ARE INITIATED TO (I) ENFORCE THE USE RESTRICTIONS CONTAINED IN ARTICLE XII HEREOF, (II) ENFORCE THE ARCHITECTURAL CONTROL PROVISIONS CONTAINED IN ARTICLE VIII HEREOF, OR (III) COLLECT ANY UNPAID ASSESSMENTS LEVIED PURSUANT TO THIS DECLARATION. PRIOR TO INITIATION OR JOINING AS A PLAINTIFF IN ANY LEGAL ACTION, CAUSE OF ACTION, PROCEEDING, REFERENCE OR ARBITRATION AGAINST DECLARANT, SUCH ACTION MUST BE APPROVED BY A MAJORITY OF THE VOTING POWER OF THE ASSOCIATION, AND THE ASSOCIATION MUST PROVIDE WRITTEN NOTICE TO ALL MEMBERS PRIOR TO INITIATION OF ANY SUCH LEGAL ACTION, CAUSE OF ACTION, PROCEEDING, REFERENCE OR ARBITRATION AGAINST DECLARANT WHICH NOTICE SHALL (AT A MINIMUM) INCLUDE (1) A DESCRIPTION OF THE DISPUTE, (2) A DESCRIPTION OF THE ATTEMPTS OF DECLARANT TO CORRECT ANY REPAIR ISSUE AND THE OPPORTUNITIES PROVIDED TO DECLARANT TO CORRECT SUCH REPAIR ISSUE, (3) A CERTIFICATION FROM AN ENGINEER LICENSED IN THE STATE OF CALIFORNIA THAT A REPAIR ISSUE EXISTS, ALONG WITH A DESCRIPTION OF THE SCOPE OF

WORK NECESSARY TO CURE SUCH REPAIR ISSUE (4) THE ESTIMATED COST TO REPAIR SUCH REPAIR ISSUE, (5) THE NAME AND PROFESSIONAL BACKGROUND OF THE ATTORNEY RETAINED BY THE ASSOCIATION TO PURSUE THE CLAIM AGAINST DECLARANT AND A DESCRIPTION OF THE RELATIONSHIP BETWEEN SUCH ATTORNEY AND ANY MEMBERS OF THE BOARD (IF ANY), (6) A DESCRIPTION OF THE FEE ARRANGEMENT BETWEEN SUCH ATTORNEY AND THE ASSOCIATION, (7) THE ESTIMATED ATTORNEYS' FEES AND EXPERT FEES AND COSTS NECESSARY TO PURSUE THE CLAIM AGAINST DECLARANT AND THE SOURCE OF THE FUNDS WHICH WILL BE USED TO PAY SUCH FEES AND EXPENSES, (8) THE ESTIMATED TIME NECESSARY TO CONCLUDE THE ACTION AGAINST DECLARANT AND (9) AN AFFIRMATIVE STATEMENT FROM THE BOARD THAT THE ACTION IS IN THE BEST INTERESTS OF THE ASSOCIATION AND ITS MEMBERS. FAILURE TO PROVIDE THE NOTICE REQUIRED HEREIN SHALL NOT PREJUDICE ANY LAWSUITS FILED BY THE ASSOCIATION. THE ASSOCIATION MUST FINANCE ANY LEGAL PROCEEDING WITH MONIES THAT ARE SPECIFICALLY COLLECTED FOR SAME AND MAY NOT BORROW MONEY OR USE THE RESERVE FUNDS OR OTHER MONIES COLLECTED FOR SPECIFIC ASSOCIATION OBLIGATIONS OTHER THAN LEGAL FEES.

(I) APPLICATION OF AWARD. ANY PROCEEDS AWARDED TO THE ASSOCIATION ARISING FROM ANY DISPUTE BY SETTLEMENT, AWARD OR OTHERWISE SHALL BE APPLIED FIRST FOR THE PURPOSE OF REPAIRING ANY DEFECT CLAIMED UNDER SUCH DISPUTE OR REPLACING RESERVE FUNDS PREVIOUSLY UTILIZED BY THE ASSOCIATION TO CAUSE SUCH REPAIRS AND THEN TO THE COSTS OF SUCH LITIGATION. ANY EXCESS PROCEEDS SHALL BE APPLIED AS DETERMINED BY THE BOARD, SUBJECT TO ANY REQUIREMENTS ESTABLISHED BY THE NON-PROFIT MUTUAL BENEFIT LAWS OF THE STATE OF CALIFORNIA AND ANY OTHER APPLICABLE LAWS.

(J) STATUTES OF LIMITATION. SUBJECT TO THE TERMS OF CIVIL CODE SECTION 895, ET SEQ., AND AS HEREAFTER AMENDED, NOTHING IN THIS SECTION SHALL BE CONSIDERED TO TOLL, STAY, REDUCE OR EXTEND ANY APPLICABLE STATUTE OF LIMITATIONS; PROVIDED, HOWEVER, THAT THE DECLARANT, THE ASSOCIATION OR ANY OWNER SHALL BE ENTITLED TO COMMENCE A LEGAL ACTION WHICH IN THE GOOD FAITH DETERMINATION OF THE DECLARANT, THE ASSOCIATION OR OWNER IS NECESSARY TO PRESERVE THE DECLARANT'S, THE ASSOCIATION'S OR ANY OWNER'S RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS, PROVIDED THAT THE DECLARANT, ASSOCIATION OR OWNER SHALL TAKE NO FURTHER STEPS IN PROCESSING THE ACTION UNTIL IT HAS COMPLIED WITH THE PROCEDURES DESCRIBED ABOVE.

(K) EXCEPTION TO ARBITRATION. THE PROCEDURES SET FORTH HEREIN SHALL APPLY ONLY TO DISPUTES AND SHALL NOT APPLY

TO ANY ACTION TAKEN BY THE ASSOCIATION AGAINST DECLARANT, OR ANY OWNER FOR DELINQUENT ASSESSMENTS (WHICH IS COVERED IN ARTICLE IV OF THE DECLARATION), OR ANY ACTION INVOLVING ENFORCEMENT OF CERTAIN BONDED OBLIGATION AS SET FORTH IN SECTION 17.21 OF THE DECLARATION.

20.2 CONSTRUCTIVE NOTICE AND ACCEPTANCE. *Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Property, or any portion thereof*

20.3 SUBSEQUENT OWNERS OF THE PROPERTY. *At the time of the purchase or prior to the close of escrow for a Lot, the original Owner who purchased such Lot from Declarant received certain documents, which may include, but are not limited to (a) a Maintenance Manual or other maintenance or preventive maintenance information, (b) manufactured products' maintenance and limited warranty and limited warranty information, (c) a Home Builder's Limited Warranty from the Declarant, and (d) any other documents provided in conjunction with the original sale of any portion of the Property by Declarant (collectively, the "Documents"). The original Owner of any Lot shall maintain a full and complete copy of the Documents and provide the Documents to any subsequent purchaser. Subsequent purchasers of any Lot are hereby notified that they should obtain the Documents from the seller of such portion of the Property.*

10. Exhibit "A" of the Declaration is hereby deleted in its entirety and replaced with the Exhibit "A" attached hereto.

11. Exhibit "B" of the Declaration is hereby deleted in its entirety and replaced with the Exhibit "B" attached hereto.

12. Exhibit "C" of the Declaration is hereby deleted in its entirety and replaced with the Exhibit "C" attached hereto.

13. Exhibit "D" of the Declaration is hereby deleted in its entirety and replaced with the Exhibit "D" attached hereto.

14. Exhibit "R" attached hereto is hereby added as the new Exhibit "R" of the Declaration.

15. Exhibit "S" attached hereto is hereby added as the new Exhibit "S" of the Declaration.

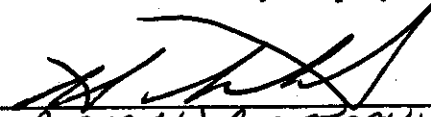
16. All capitalized terms used in this First Amendment, if not otherwise defined, shall have the meaning prescribed for such terms in the Declaration. Except as amended herein, the

Declaration is hereby ratified and confirmed by the Declarant, and shall remain in full force and effect.

This FIRST AMENDMENT is hereby executed as of the 22ND day of FEBRUARY, 2007.

"DECLARANT"

GOLETA INVESTMENT PARTNERS, LLC,
a California limited liability company

By: 
Name: ROBERT W. COMSTOCK
Title: MANAGER

Ts

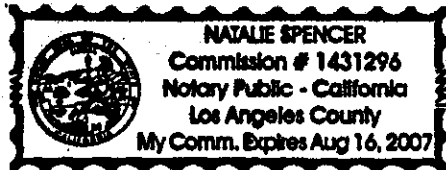
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

ss.

On FEBRUARY 22, 2007, before me, NATALIE SPENCER,
a Notary Public, personally appeared ROBERT W. COMSTOCK,
personally known to me (~~or 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.

WITNESS my hand and official seal.

[SEAL]



Natalie Spencer
Notary Public

EXHIBIT "A"

Legal Description of Initial Property

Lots 1 through 5, inclusive, Lots 13 through 20, inclusive, and Lot 51 of Tract Map No. 32,008, filed on September 26, 2005, in Book 201 at Pages 1 to 11, inclusive, of Maps, in the Office of the Santa Barbara County Recorder.

EXHIBIT "B"

Annexation Property

Lots 6 through 12, inclusive, Lots 21 through 50, inclusive, Lots 52 through 64, inclusive, Lot 66 and Lot 68 of Tract Map No. 32,008, filed on September 26, 2005, in Book 201 at Pages 1 to 11, inclusive, of Maps, in the Office of the Santa Barbara County Recorder.

EXHIBIT "C"

Areas Maintained by Association

HOLLISTER AVENUE

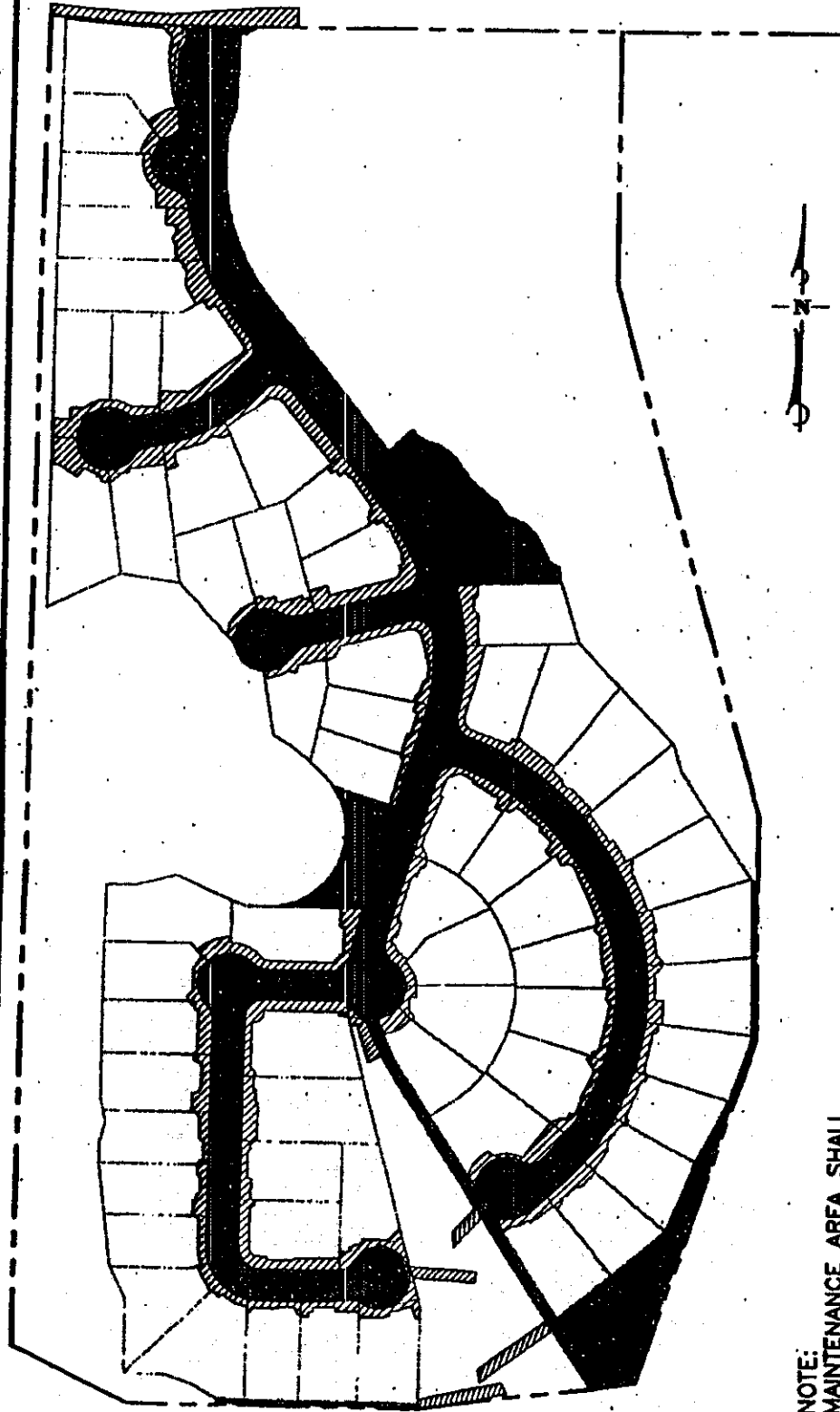


EXHIBIT "C"
AREAS MAINTAINED
BY ASSOCIATION

LEGEND

COMMON AREA: OWNED
 & MAINTAINED BY HOA

MAINTENANCE AREA: NOT OWNED
 BUT MAINTAINED BY HOA



NOTE:
 MAINTENANCE AREA SHALL
 EXCLUDE DRIVEWAYS AND
 PRIVATE WALKWAYS WHICH
 ARE NOT SHOWN ON THIS
 PLAN. ALL SIDEWALKS TO
 BE MAINTAINED BY H.O.A.

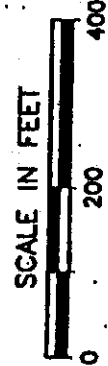


EXHIBIT "D"

Association Community Walls

HOLLISTER AVENUE

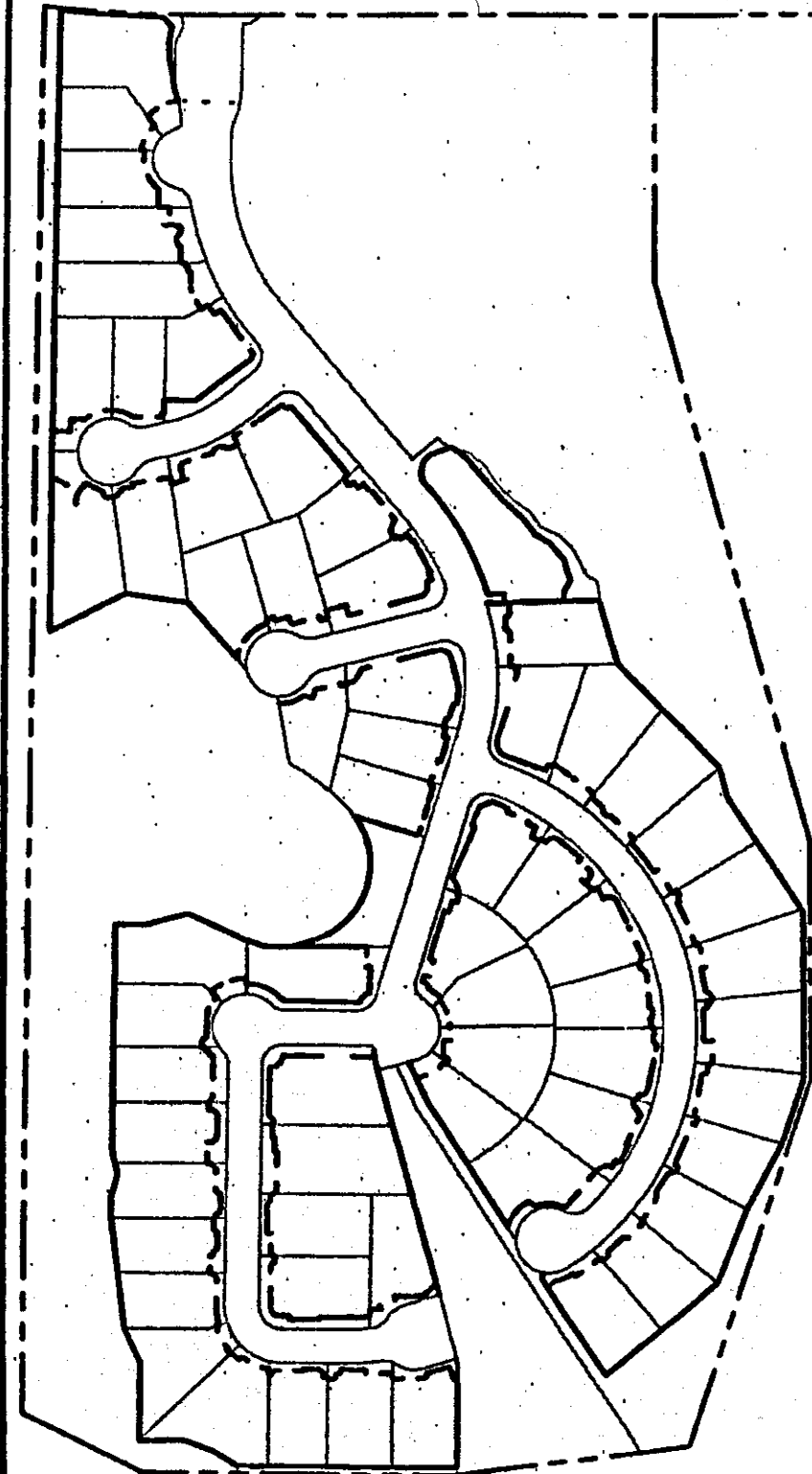


EXHIBIT "D"
ASSOCIATION COMMUNITY WALLS

EXHIBIT "R"

Agreement Regarding Proposed Stream or Lake Alteration

CALIFORNIA DEPARTMENT OF FISH AND GAME
4949 Viewridge Avenue
San Diego, CA 9212

May 8, 2006

Notification No. 1600-2006-0067-R5
Page 1 of 9

AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the Department, and Steve Wagner, City of Goleta, Director of Community Services, 130 Cremona Drive, Suite B, Goleta, 93117 State of California, hereinafter called the Operator (Owner), and the work shall be implemented by Robert Comstock of Goleta Investment Partners, LLC, 321 12th Avenue, Manhattan Beach, hereinafter called the Contractor, is as follows:

WHEREAS, pursuant to Section 1602 of the California Fish and Game Code, the Operator, on the 23 day of February, 2006, notified the Department that they intend to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed(s) of the following water(s): unknown drainage called Drainage B a tributary to Devereux Creek, California. Assessor's Parcel Number 079-210-071; Lat./Long. N 3: 25' 31" / W 119: 53' 54".

WHEREAS, the Department (represented by Natasha Lohmus 1/2/06) has determined that such operations may substantially adversely affect existing fish and wildlife resources including: amphibians: Pacific tree frog; reptiles: gopher, garter and king snakes; birds: white tall kite, Cooper's hawk, jay, quail, dove, towhee, crow, red-tail, red-shoulder hawks, vulture; mammals: fox, coyote, raccoon, ground squirrel; native plants: coyote brush, sage brush, Artemisia, bush sunflower, giant wild rye; and other aquatic and wildlife resources in the area.

THEREFORE, the Department hereby proposes measures to protect fish and wildlife resources during the Operator's work. The Operator hereby agrees to accept the following measures/conditions as part of the proposed work.

If the Operator's work changes from that stated in the notification specified above, this Agreement is no longer valid and a new notification shall be submitted to the Department of Fish and Game. Failure to comply with the provisions of this Agreement and with other pertinent code sections, including but not limited to Fish and Game Code Sections 5650, 5652, 5901, 5931, 5937, and 5948, may result in prosecution:

Nothing in this Agreement authorizes the Operator to trespass on any land or property, nor does it relieve the Operator of responsibility for compliance with applicable federal, state, or local laws or ordinances. A consummated Agreement does not constitute Department of Fish and Game endorsement of the proposed operation, or assure the Department's concurrence with permits required from other agencies.

This Agreement becomes effective the date of the Department's signature and the construction/impacts portion terminates on 12/1/2007. This Agreement shall remain in effect to satisfy the terms/conditions for mitigation. Any provisions of the Agreement may be amended at any time provided such amendment is agreed to in writing by both parties. Mutually approved amendments become part of the original Agreement and are subject to all previously

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2006-0067-R5

negotiated provisions.

Pursuant to Section 1600 et. seq., the Operator may request one extension of the Agreement; the Operator shall request the extension of this Agreement prior to its termination. The one extension may be granted for up to five years from the date of termination of the Agreement and is subject to Departmental approval. The extension request and fees shall be submitted to the Department's South Coast Office at the above address. If the Operator fails to request the extension prior to the Agreement's termination, then the Operator shall submit a new notification with fees and required information to the Department. Any construction/impacts conducted under an expired Agreement are a violation of Fish and Game Code Section 1600 et. seq. For complete information see Fish and Game Code Section 1600 et. seq.

1. The following provisions constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Operator is precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this Agreement, shall be subject to separate notification pursuant to Fish and Game Code Sections 1600 et seq.

Project Description:

2. The Operator proposes to alter the streambed by restoring previously and newly graded portions of the channel with native vegetation, removing waste and toxic drums, including all the contaminated soil, and constructing 5 storm drain outlets with ungrouted rip-rap aprons, and improvements per the tract grading plans (9/23/05) and approved by the City of Goleta on 9/27/05. The channel shall be restored by planting native plant species on the banks per the mitigation plan (Habitat Restoration Plan) prepared by Van Alta Associates on 7/20/05, approved by the City of Goleta on 7/22/05 and the Coastal Commission on 8/16/05.

3. The agreed work includes activities associated with No. 2 above. The project area is at Ellwood Mesa, south of Hollister Avenue, Goleta, located in Santa Barbara County (Thomas Guide Page 993, 3F). Specific work areas and mitigation measures are described on/in the plans and documents submitted by the Operator on 5/9/06, and shall be implemented as proposed, unless directed differently by this agreement. Contact Steve Wagner at Phone: 805-7500 or Sarah Bronstad, Comstock Homes, at 805-961-9153 for additional information.

Impacts:

4. The Operator shall not temporarily impact more than 18,832 square feet of sage scrub habitat and shall not permanently impact more than 2,061 square feet of upland habitat type.

Mitigation:

5. Mitigation for areas of temporary disturbance—The Operator shall mitigate with the

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2006-0067-R5

restoration/creation of 56,496 square feet of riparian and upland habitat, per the Habitat restoration Plan.

6. Mitigation for areas of permanent disturbance— The Operator shall mitigate with the restoration/creation of 10,305 square feet of riparian and upland habitat per the Habitat Restoration Plan. The location and type of the mitigation shall be approved by the Department prior to execution of this agreement.

7. The Operator shall submit additional information and requirements for the Revegetation/Mitigation plan for Department review within 60 days of signing this Streambed Alteration Agreement. Plans for restoration, enhancement/re-vegetation and/or creation should be prepared by persons with expertise in southern California ecosystems and native plant re-vegetation techniques. The additional information should include at minimum: (a) a schematic depicting the mitigation area; (b) time of year that the planting will occur; (c) a description of the irrigation methodology; (d) measures to control exotic vegetation on site; (e) success criteria; (f) a detailed monitoring program; (g) contingency measures should the success criteria not be met.

8. Any oaks, CA black walnuts and sycamores which are damaged/removed during construction operations shall be replaced in kind at a 10:1 ratio. Valley oaks shall be replaced in kind at a 15:1 ratio. Elderberry, cottonwood, and willows shall be replaced at 5:1.

9. All planting shall have a minimum of 80% survival the first year and 100% survival thereafter and/or shall attain 75% cover after 3 years and 90% cover after 5 years for the life of the project. Prior to the mitigation site(s) being determined successful, they shall be entirely without supplemental irrigation for a minimum of 2 years, no single species shall constitute more than 50% of the vegetative cover, no woody invasive species shall be present, and herbaceous invasive species shall not exceed 5% cover. If the survival, cover and other requirements described in this Agreement and in the submitted documents have not been met, the Operator is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting.

10. The Operator shall provide irrigation when natural moisture conditions are inadequate to ensure survival of plants. Irrigation shall be provided for a period of at least two years from planting. Irrigation shall be phased out during the fall/winter of second year unless unusually severe conditions threaten survival of plantings. All plants must survive and grow for at least three years without supplemental water for the restoration phase of the project to be eligible for acceptance by the Department. All planting shall be done between October 1 and April 30 to take advantage of the winter rainy season.

11. Any replacement tree stock, which cannot be grown from cuttings or seeds, shall be obtained from a native plant nursery, be ant free and shall not be inoculated to prevent heart rot. The Operator shall provide a list of all materials which must be obtained from other than onsite sources.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2008-0067-R5**Resource Protection:**

12. The Operator shall not allow any vegetation removal within the site from (March 1st) to (August 15th), the recognized breeding, nesting and fledging season for most bird species. If vegetation has to be removed within these dates, a qualified biologist shall conduct bird surveys for nesting birds. If a listed species is found, a qualified biologist shall conduct 8 bird surveys, 10 days apart, in compliance with Fish and Wildlife Service protocols. If listed bird species, such as least Bell's vireo, are found, the Operator shall not allow any activity within the site from March 1st to September 1st.

The Operator's activities within the stream course shall be limited to the dry period of the year from May 1 to December 1 and when the stream is not actively flowing and no measurable rain is forecasted within 72 hours. If measurable rain is predicted within 72 hours during construction, all activities shall cease for the season, or until storm flows have returned to pre-storm conditions, and protective measures to prevent siltation/erosion shall be implemented/maintained.

13. The Operator certifies by signing this agreement that the project site has been surveyed and shall not impact any rare, threatened or endangered species; or the Operator certifies that such a survey is not required for the proposed project. If rare, threatened or endangered species occur within the proposed work area, or could be impacted by the work proposed, the Operator shall cease immediately, all activities and consult with the Department and obtain any required State and/or Federal permits, and/or submit plan to avoid any impacts.

14. A qualified biological monitor, having the appropriate permits, shall be on site at least twice a week during operations and shall survey for species prior to construction. If any species are found in the path of construction, the monitor shall relocate the species to a safe location. Relocation areas shall be identified prior to the start of construction, and are subject to the Department's approval. If any species are found in the path of construction, the monitor shall relocate the species to a safe location. Exclusionary fencing shall be erected to prevent the migration into or the return of species into the work site. Field notes shall be kept and submitted to the Department after the first week of operations and upon completion of the project.

Work Areas and Vegetation Removal:

15. Disturbance or removal of native vegetation shall not exceed the limits approved by the Department. The disturbed portions of any stream channel or lake margin, within the high water mark of the stream or lake, shall be restored to their original condition under the direction of the Department.

16. Restoration shall include the revegetation/reseeding of stripped or exposed work areas with vegetation native to the area.

17. The work area shall be flagged/marked to identify its limits within the stream and reservoir. Vegetation shall not be removed or intentionally damaged beyond these limits.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2006-0067-R5

18. Vegetation removed from the stream shall not be stockpiled in the stream bed or on its bank. The sites selected on which to push this material out of the stream should be selected in compliance with the other provisions of this Agreement.

Equipment and Access:

19. Staging/storage areas for equipment and materials shall be located outside of the stream/lake.

20. Vehicles shall not be driven or equipment operated in water covered portions of a stream or lake, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as otherwise provided for in the Agreement and as necessary to complete authorized work.

21. Access to the channel shall be via existing roads and access ramps. If no ramps are available in the immediate area, the Operator may construct a ramp in the footprint of the project. Any ramp shall be removed upon completion of the project.

22. All equipment shall be washed and free of weed seeds prior to delivery to the site.

Fill and Spoil:

23. This agreement does not authorize the use of fill or grouted rock.

24. Spoil storage sites shall not be located within a stream/lake, where spoil can be washed back into a stream/lake, or where it will cover aquatic or riparian vegetation.

Structures:

24. Storm drains lines/culverts shall be adequately sized to carry peak storm flows for the drainage to one outfall structure. The storm drain lines/culverts and the outfall structure shall be properly aligned within the stream and otherwise engineered, installed and maintained, to assure resistance to washout, (facing downstream) and to erosion of the stream bed, stream banks and/or fill. Water velocity shall be dissipated at the outfall, to reduce erosion. Rock rip-rap shall be used as an energy dissipation structure, but the rock shall not be grouted.

25. Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the project site prior to inundation by high flows.

26. Areas of disturbed soils with slopes toward a stream or lake shall be stabilized to reduce erosion potential. Planting, seeding and mulching is conditionally acceptable. Where suitable vegetation cannot reasonably be expected to become established, non-erodible materials, such as coconut fiber matting, shall be used for such stabilization. Any installation

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2006-0067-R5

of non-erodible materials not described in the original project description shall be coordinated with the Department. Coordination may include the negotiation of additional Agreement provisions for this activity.

Pollution, Sedimentation, and Litter:

27. No concrete or any cement product may be poured within 150 feet of the creek if measurable rain is forecasted within 15 days.
28. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete (wet or dry) or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from any logging, construction, or other associated project related activity shall be allowed to contaminate the soil and/or enter into or placed where it may be washed by rainfall or runoff into waters of the State. Any of these materials, placed within or where they may enter a stream or lake, by the Operator or any party working under contract, or with the permission of the Operator, shall be removed immediately. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.
29. An oil/water/trash separation and removal system shall be installed at all storm drains and street runoff structures prior to the water flowing into the creek channel. This system shall function as designed and shall be maintained on a regular basis by the landowner(s).
30. The Operator shall mark/sign/stencil all storm drains warning that dumping is illegal and all storm drains drain to creeks/rivers or ocean.
31. The Operator shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the operator to insure compliance.
32. Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
33. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans.
34. No equipment maintenance shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.
35. The clean-up of all spills shall begin immediately. The Department shall be notified immediately by the Operator of any spills and shall be consulted regarding clean-up procedures.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2006-0067-R5

36. Silty/turbid water from dewatering or other activities shall not be discharged into the stream. Such water shall be settled, filtered, or otherwise treated prior to discharge. The Operator's ability to minimize turbidity/siltation shall be the subject of pre-construction planning and feature implementation.

37. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

38. If a stream's low flow channel, bed or banks/lake bed or banks have been altered, these shall be returned as nearly as possible to their original configuration and width, without creating future erosion problems.

Administrative:

39. All provisions of this Agreement remain in force throughout the term of the Agreement. Any provisions of the Agreement may be amended or the Agreement may be terminated at any time provided such amendment and/or termination is agreed to in writing by both parties. Mutually approved amendments become part of the original Agreement and are subject to all previously negotiated provisions.

40. If the Operator or any employees, agents, contractors and/or subcontractors violate any of the terms or conditions of this agreement, all work shall terminate immediately and shall not proceed until the Department has taken all of its legal actions.

41. The Operator shall provide a copy of this Agreement, and all required permits and supporting documents provided with the notification or required by this Agreement, to all contractors, subcontractors, and the Operator's project supervisors. Copies of this Agreement and all required permits and supporting documents, shall be readily available at work sites at all times during periods of active work and must be presented to any Department personnel, or personnel from another agency upon demand. All contractors shall read and become familiar with the contents of this Agreement.

42. The Operator shall notify the Department, in writing, at least five (5) days prior to initiation of construction (project) activities and at least five (5) days prior to completion of construction (project) activities. Notification shall be sent to the Department at 4949 Viewridge Avenue, San Diego 92123, Attn: ES. FAX Number (858) 467-4299, Reference # 1600-2006-0067-R5.

43. The Operator herein grants to Department employees and/or their consultants (accompanied by a Department employee) the right to enter the project site at any time, to ensure compliance with the terms and conditions of this Agreement and/or to determine the impacts of the project on wildlife and aquatic resources and/or their habitats.

44. The Department reserves the right to cancel this Agreement, after giving notice to the Operator, if the Department determines that the Operator has breached any of the terms or

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2006-0067-R5

**Deputy Regional Manager
South Coast Region**

Date 8/3/06

This agreement was prepared by Natasha Lohmus, Environmental Scientist

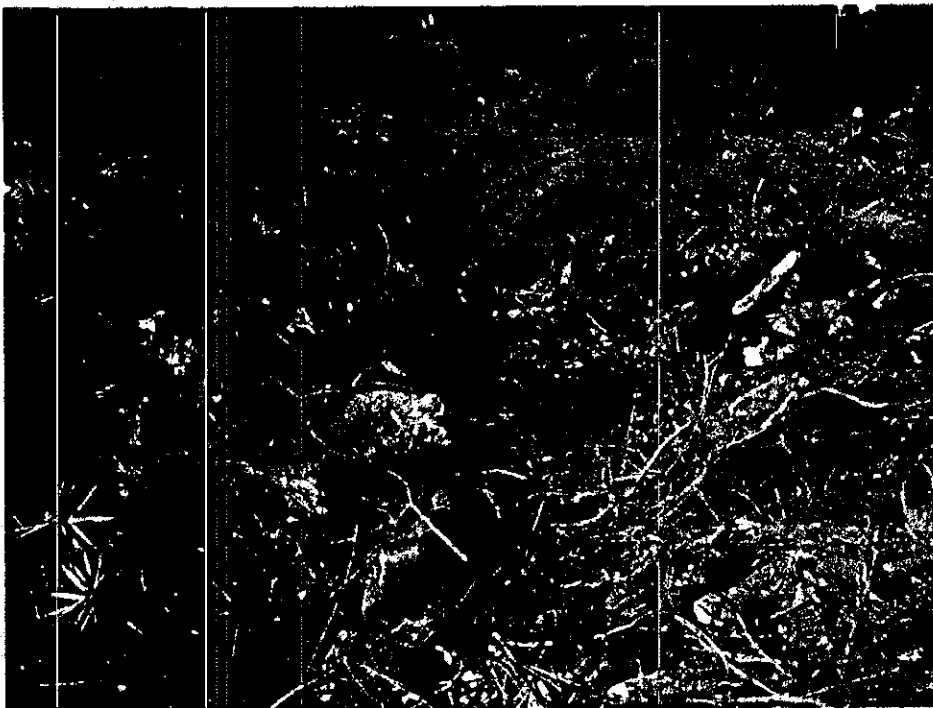
EXHIBIT "S"

Final Restoration Plan for Lot 67 of Tract Map No. 32,008

All D'Oro Project
Photographs taken in January 2006 of Vegetation Clearing, Grading, and Debris Removal
of Lot 67, Drainage B

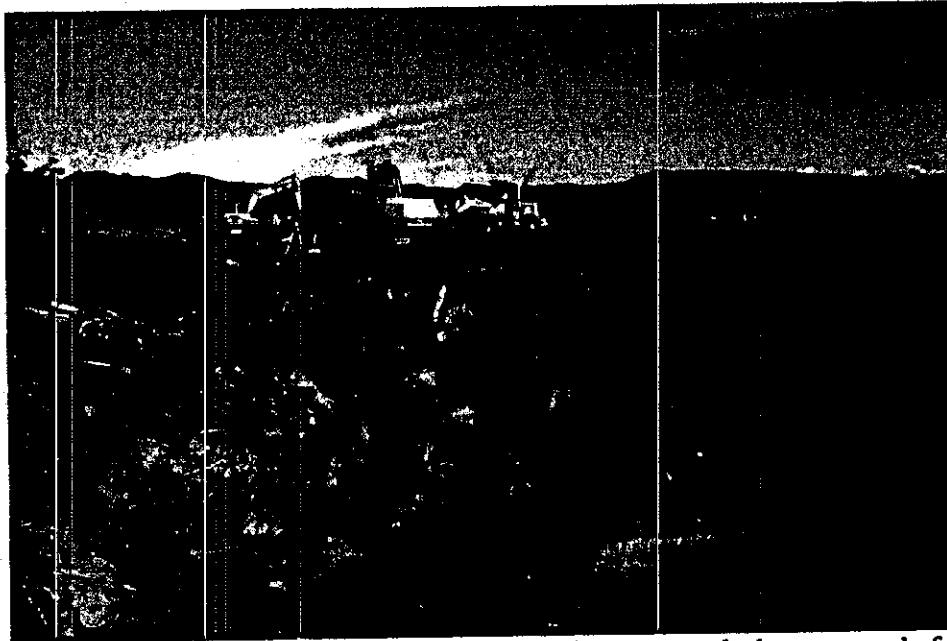


Photograph 1. View of Drainage B during vegetation clearing.

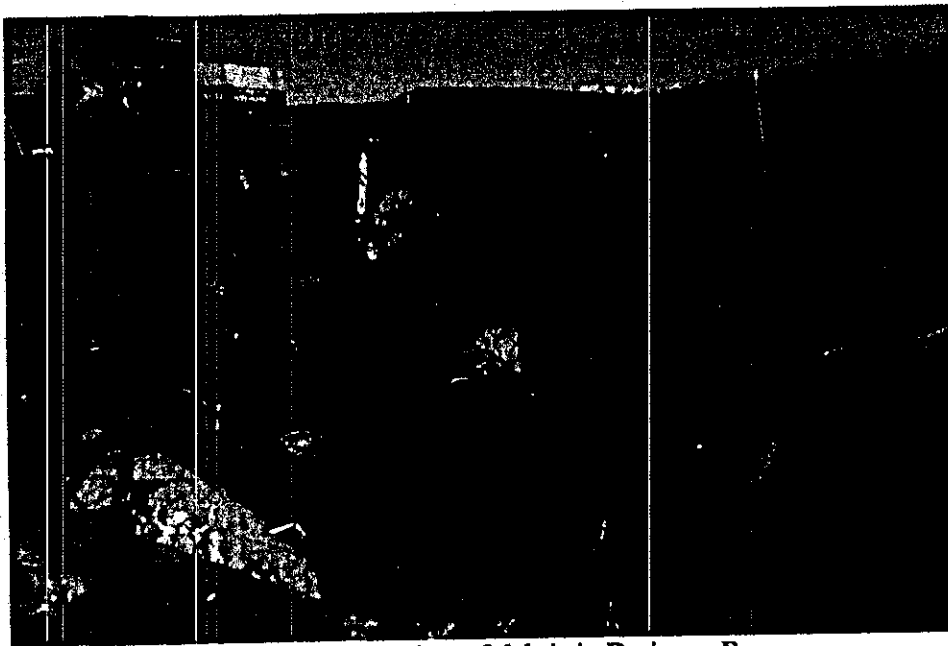


Photograph 2. View of Drainage B after vegetation cleared with considerable amount of debris.

All D'Oro Project
Photographs taken in January 2006 of Vegetation Clearing, Grading, and Debris Removal
of Lot 67, Drainage B

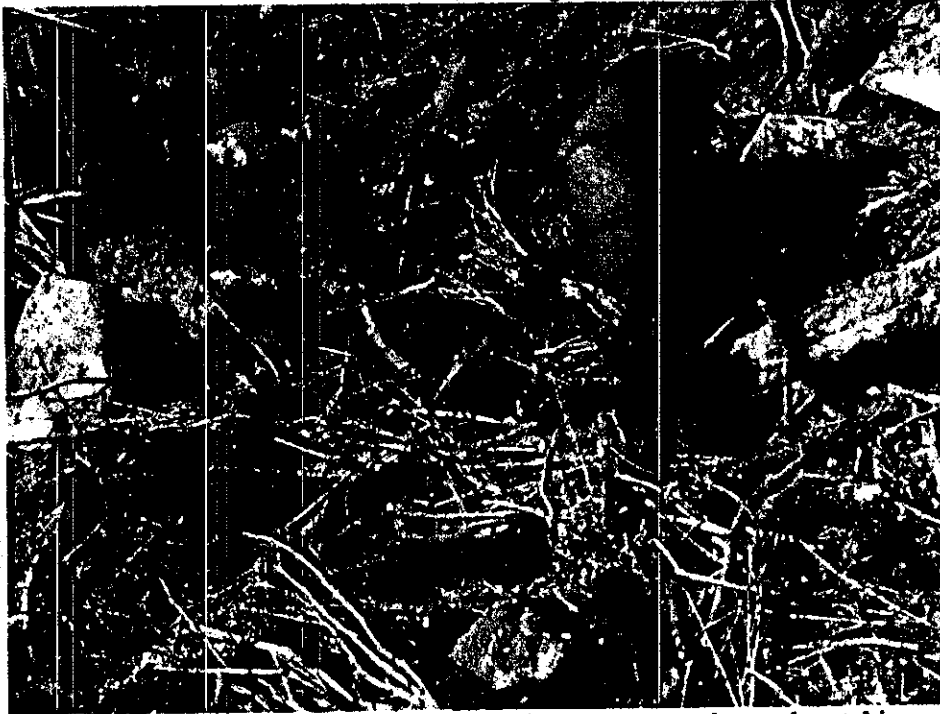


Photograph 3. View of Drainage B facing northwest towards the upper end of Lot 67.

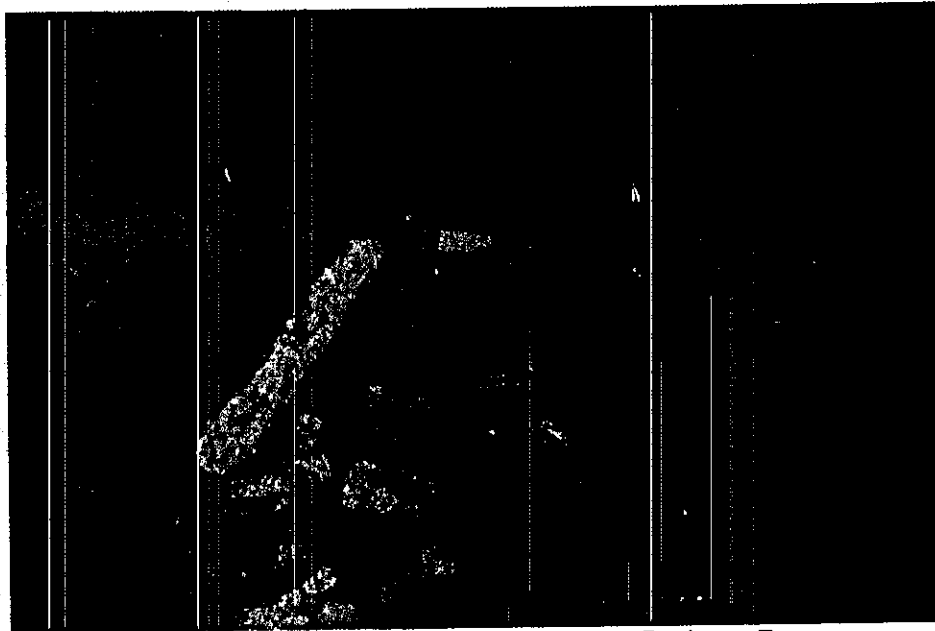


Photograph 4. View of debris in Drainage B.

All D'Oro Project
Photographs taken in January 2006 of Vegetation Clearing, Grading, and Debris Removal
of Lot 67, Drainage B



Photograph 5. Close up of debris including concrete and rusted metal in Drainage B.



Photograph 6. View of debris pile from Drainage B.

All D'Oro Project
Photographs taken on February 6, 2006 after some Vegetation Clearing, Grading, and
Debris Removal of Lot 67, Drainage B



Photograph 7. View of Drainage B at the upper end facing northwest after vegetation clearing and much of the debris was removed.



Photograph 8. View of Drainage B facing southeast from the middle portion after vegetation cleared and most of the debris removed; soil test pits for soil remediation (approved by CDFG under a separate emergency permit).

All D'Oro Project

Photographs taken on February 6, 2006 after some Vegetation Clearing, Grading, and Debris Removal of Lot 67, Drainage B



Photograph 9. View of Drainage B from the middle portion facing southeast towards Devereux Creek with field mustard (*Brassica rapa*) in foreground.



Photograph 10. View of Drainage B at the lower end showing the development boundary fence line; silt fence, hay bales, and sand bags set up to prevent sedimentation into Devereux Creek; coyote brush (*Baccharis pilularis*) present.

All D'Oro Project
Photographs taken on February 6, 2006 after some Vegetation Clearing, Grading, and
Debris Removal of Lot 67, Drainage B



Photograph 11. View of Drainage B outside of development site near convergence with Devereux Creek, consisting of Eucalyptus trees with creeping rye grass (*Leymus triticoides*) and silt fencing to prevent sedimentation.



2007-0048589

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FIRST AMERICAN TITLE

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Official Records		
County of	CONFORMED COPY	1.00
Santa Barbara		
Joseph E. Holland		

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WHEN RECORDED RETURN TO:

01:15PM 29-Jun-2007 | NB
Page 1 of 5

BROWN, WINFIELD & CANZONERI, INC.
300 S. GRAND AVENUE, SUITE 1500
LOS ANGELES, CALIFORNIA 90071
ATTENTION: BILL PHAM, ESQ.

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SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
THE BLUFFS ALONG THE SANTA BARBARA COAST

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE BLUFFS ALONG THE SANTA BARBARA COAST ("Second Amendment") is hereby made by Goleta Investment Partners, LLC, a California limited liability company ("Declarant").

P R E A M B L E:

A. Declarant previously executed that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (Ali D'Oro), recorded on September 26, 2005, as Instrument No. 2005-0093524 ("Declaration") and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Bluffs at Sandpiper, recorded on April 5, 2007, as Instrument No. 2007-0025037 ("First Amendment"), both in Official Records, County of Santa Barbara. The Declaration and the First Amendment are collectively referred to herein as the "Declarations."

B. The Declarations encumber that certain real property ("Property") located in the City of Goleta, County of Santa Barbara, State of California, described below, and any other real property which shall become subject to the Declaration:

Lots 1 through 5, inclusive, Lots 13 through 20, inclusive, and Lot 51 of Tract Map No. 32,008, filed on September 26, 2005, in Book 201 at Pages 1 to 11, inclusive, of Maps, in the Office of the Santa Barbara County Recorder.

C. Pursuant to the provisions of Section 18.1 of the Declaration, Declarant now desires to amend the Declarations as set forth herein.

NOW, THEREFORE, Declarant hereby amends the Declarations as follows:

1. Any and all references to "The Bluffs at Sandpiper" in the Declarations are hereby amended and restated as follows: "*The Bluffs Along The Santa Barbara Coast.*"

2. All capitalized terms used in this Second Amendment, if not otherwise defined, shall have the meaning prescribed for such terms in the Declarations. Except as amended herein, the Declarations are hereby ratified and confirmed by the Declarant, and shall remain in full force and effect.

This Second Amendment is hereby executed as of the 5 day of June, 2007.

"DECLARANT"

GOLETA INVESTMENT PARTNERS, LLC,
a California limited liability company

By: [Signature]
Name: Bob Comstock ✓ AKA Robert
Title: 1st VP

STATE OF CALIFORNIA)
)
COUNTY OF Santa Barbara)

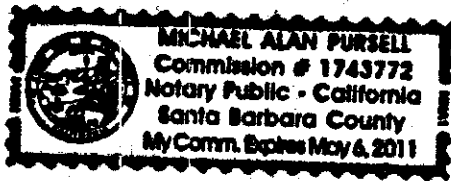
SS.

On 6/5, 2007, before me, Michael Pursell,
a Notary Public, personally appeared Robert Comstock,
personally known to me (or 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.

WITNESS my hand and official seal.

[SEAL]

M Pursell
Notary Public



SUBORDINATION AGREEMENT

The undersigned, as Beneficiary of the beneficial interest in and under a (i) Deed of Trust dated October 12, 2005, and recorded on October 14, 2005, as Instrument No. 2005-0100251 and a (ii) Deed of Trust dated October 12, 2005, and recorded on October 14, 2005, as Instrument No. 2005-0100252, both in the Official Records of Santa Barbara County, California (collectively the "Deeds of Trust") hereby expressly subordinates said Deeds of Trust and its beneficial interest thereunder to the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Bluffs Along The Santa Barbara Coast ("Second Amendment") and to the "Declarations" described therein (collectively the "Declaration"), and to all interests to be conveyed to the Association in accordance with the Declaration. By executing this Subordination, the undersigned agrees that should the undersigned or its successors or assigns acquire title to all or any portion of the Property by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deeds of Trust, the undersigned and such successors and assigns will acquire title subject to the provisions of the Declaration, which shall remain in full force and effect; provided, however, that in such event the undersigned or its successors and assigns shall succeed to the rights of Declarant under the Declaration.

Dated: June 11, 2007

WELLS FARGO BANK, N.A.,
a national banking association

By: Beth Cebra
Name: Beth Cebra
Its: Asst VP

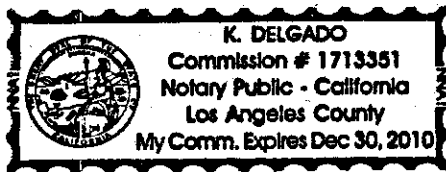
By: Shermaine Shepherd
Name: SHERMAINE SHEPHERD
Its: VP

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles) SS.

On June 11, 2007, before me, K. Delgado,
a Notary Public, personally appeared Beth Cebra,
personally known to me (or 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.

WITNESS my hand and official seal.

[SEAL]



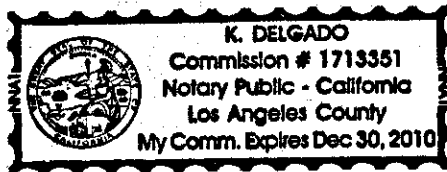
K. Delgado
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles) SS.

On June 11, 2007, before me, K. Delgado,
a Notary Public, personally appeared Shermaine Shepherd,
personally known to me (or 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.

WITNESS my hand and official seal.

[SEAL]



K. Delgado
Notary Public



2007-0053833

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FIRST AMERICAN TITLE

Recorded	REC FEE	31.00
Official Records	CONFORMED COPY	1.00
County of		
Santa Barbara		
Joseph E. Holland		

~~RECORDING REQUESTED BY AND~~
WHEN RECORDED RETURN TO:

08:00AM 28-Jul-2007 | BC | Page 1 of 9

BROWN, WINFIELD & CANZONERI, INC.
300 S. GRAND AVENUE, SUITE 1500
LOS ANGELES, CALIFORNIA 90071
ATTENTION: BILL PHAM, ESQ.

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CCI

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THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
THE BLUFFS ALONG THE SANTA BARBARA COAST

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE BLUFFS ALONG THE SANTA BARBARA COAST ("Third Amendment") is hereby made by Goleta Investment Partners, LLC, a California limited liability company ("Declarant").

P R E A M B L E:

A. Declarant previously executed that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (Ali D'Oro), recorded on September 26, 2005, as Instrument No. 2005-0093524 ("Declaration"), that certain First Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Bluffs at Sandpiper, recorded on April 5, 2007, as Instrument No. 2007-0025037 and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Bluffs Along The Santa Barbara Coast, recorded on June 29, 2007, as Instrument No. 2007-0048589, all in Official Records, County of Santa Barbara (collectively the "Declarations").

B. The Declarations as amended by this Third Amendment encumbers that certain real property (the "Property") located in the City of Goleta, County of Santa Barbara, State of California, described below, and any other real property which shall become subject to the Declarations:

Lots 1 through 5, inclusive, Lots 13 through 20, inclusive, and Lot 51 of Tract Map No. 32,008, filed on September 26, 2005, in Book 201 at Pages 1 to 11, inclusive, of Maps, in the Office of the Santa Barbara County Recorder.

C. Pursuant to the provisions of Section 18.1 of the Declaration, Declarant now desires to amend the Declarations as set forth herein.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article XX of the Declaration is hereby amended and restated in its entirety as follows:

20.1 ALTERNATIVE DISPUTE RESOLUTION AND WAIVER OF JURY TRIAL. *Declarant and applicable Declarant's Agents will attempt to resolve any dispute asserted by an Owner or the Association of which it is given notice. If the dispute cannot be resolved between the parties pursuant to the repair procedures set forth in Article XIX of the Declaration, any procedure set forth under a Warranty, and/or any applicable statutory dispute resolution procedures, it will be decided through the alternative resolution procedure as set forth below.*

20.1.1. ARBITRATION. *ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES (EACH A "DISPUTE") BY OR BETWEEN OR AMONG THE ASSOCIATION, ANY OWNER OR OWNERS, AND/OR DECLARANT AND DECLARANT'S AGENTS ARISING FROM OR RELATED TO THE DECLARATION, THE COMMON AREAS, ANY LOT, THE SALE OF ANY LOT, OR ANY TRANSACTION RELATED HERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE, OR EQUITY SHALL BE RESOLVED THROUGH BINDING ARBITRATION IN SANTA BARBARA COUNTY, ACCORDING TO THE FOLLOWING RULES AND PROCEDURES:*

A. WAIVER OF TRIAL BY JUDGE OR JURY. *THE DISPUTE SHALL BE RESOLVED THROUGH BINDING ARBITRATION. THE CLAIMANT AND DECLARANT EACH GIVES UP THE RIGHT TO HAVE THEIR RESPECTIVE CLAIMS AND DEFENSES DECIDED BY A JUDGE OR A JURY. INSTEAD ALL CLAIMS AND DISPUTES WILL BE DECIDED BY THE ARBITRATOR.*

B. RULES APPLICABLE TO ALL CASES. *THE ARBITRATION WILL BE CONDUCTED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS") IN ACCORDANCE WITH THE JAMS RULES ("JAMS RULES") THEN APPLICABLE TO THE CLAIMS PRESENTED, AS SUPPLEMENTED BY THIS SECTION 1. THE FOLLOWING SUPPLEMENTAL RULES SHALL APPLY TO ALL ARBITRATION PROCEEDINGS AND SHALL GOVERN IN THE EVENT OF A CONFLICT BETWEEN THE RULES SET FORTH BELOW AND THE RULES OF JAMS RULES.*

(1) **QUALIFICATIONS OF ARBITRATORS.**

THE ARBITRATOR SHALL BE NEUTRAL AND IMPARTIAL AND EITHER A RETIRED JUDGE OR A MEMBER OR FORMER MEMBER OF THE CALIFORNIA STATE BAR WITH AT LEAST 10 YEARS EXPERIENCE AS A PRACTICING LAWYER IN THE AREA OF CONSTRUCTION LAW.

(2) **APPOINTMENT OF ARBITRATOR.**

THE ARBITRATOR TO PRESIDE OVER THE DISPUTE SHALL BE SELECTED IN ACCORDANCE WITH THE JAMS RULES, BUT NO LATER THAN SIXTY (60) DAYS AFTER A NOTICE OF CLAIM IS FILED.

(3) **EXPENSES.**

ALL FEES CHARGED BY JAMS AND THE ARBITRATOR SHALL BE ADVANCED BY DECLARANT. IF DECLARANT IS THE PREVAILING PARTY IN THE ARBITRATION, THE ARBITRATOR MAY, IN HIS OR HER DISCRETION AND ONLY TO THE EXTENT PERMITTED BY LAW AND THE JAMS MINIMUM STANDARDS OF PROCEDURAL FAIRNESS, MAKE A FINAL ALLOCATION IN THE AWARD OF THE COSTS OF THE ARBITRATION, INCLUDING DIRECTING THE CLAIMANT TO REIMBURSE THE DECLARANT ALL OR PART OF THE JAMS FEE AND ARBITRATOR'S FEE ADVANCED BY THE DECLARANT; PROVIDED THAT THE ARBITRATOR MAY NOT AWARD AGAINST THE ASSOCIATION OR AN OWNER ANY EXPENSES IN EXCESS OF THOSE THAT WOULD BE RECOVERABLE AS COSTS IF THE DISPUTE HAD BEEN LITIGATED TO FINAL JUDGMENT IN COURT.

(4) **PRELIMINARY PROCEDURES.**

IF STATE OR FEDERAL LAW REQUIRES THE CLAIMANT OR DECLARANT TO TAKE STEPS OR PROCEDURES BEFORE COMMENCING AN ACTION IN COURT, THEN THE CLAIMANT OR DECLARANT MUST TAKE SUCH STEPS OR FOLLOW SUCH PROCEDURES, AS THE CASE MAY BE, BEFORE COMMENCING THE ARBITRATION. NOTHING CONTAINED HEREIN SHALL BE DEEMED A WAIVER OR LIMITATION OF THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1368.4, 1375, 1375.05 OR 1375.1.

(5) **RULES OF PROCEDURE.**

THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES WHEN THE AMOUNT IN CONTROVERSY IS \$250,000 OR LESS.

(6) **PARTICIPATION BY OTHER PARTIES.**

EACH CLAIMANT AND DECLARANT, TO THE EXTENT EITHER SUCH PARTY IS DEFENDING A CLAIM IN THE ARBITRATION, MAY, IF IT CHOOSES, HAVE ALL NECESSARY AND APPROPRIATE PARTIES INCLUDED AS PARTIES TO THE ARBITRATION.

(7) **RULES OF LAW.**

THE ARBITRATOR MUST FOLLOW CALIFORNIA SUBSTANTIVE LAW (INCLUDING STATUTES OF

LIMITATIONS) BUT STRICT CONFORMITY WITH THE RULES OF EVIDENCE IS NOT REQUIRED, EXCEPT THAT THE ARBITRATOR SHALL APPLY APPLICABLE LAW RELATING TO PRIVILEGE AND WORK PRODUCT. THE ARBITRATOR SHALL BE AUTHORIZED TO PROVIDE ALL RECOGNIZED REMEDIES AVAILABLE AT LAW OR EQUITY FOR ANY CAUSE OF ACTION.

(8) ATTORNEY'S FEES AND COSTS. EACH PARTY SHALL BEAR ITS OWN ATTORNEYS' FEES AND COSTS (INCLUDING EXPERT WITNESS COSTS) IN THE ARBITRATION.

C. ADDITIONAL RULES APPLICABLE TO CERTAIN CASES. IN ANY ARBITRATION IN WHICH A CLAIM OF ANY PARTY EXCEEDS \$250,000 IN VALUE, THE FOLLOWING ADDITIONAL RULES WILL SUPPLEMENT THE JAMS RULES AND GOVERN IN THE EVENT OF A CONFLICT BETWEEN THE FOLLOWING RULES AND THE RULES SET FORTH ABOVE, THE JAMS RULES, OR BOTH.

(1) QUALIFICATIONS OF ARBITRATOR. THE ARBITRATOR SHALL BE NEUTRAL AND IMPARTIAL AND EITHER A RETIRED JUDGE OR A MEMBER OR FORMER MEMBER OF THE CALIFORNIA STATE BAR WITH AT LEAST 15 YEARS EXPERIENCE AS A PRACTICING LAWYER IN THE AREA OF CONSTRUCTION LAW WITH SUBSTANTIAL EXPERIENCE IN THE RESOLUTION OF COMPLEX CONSTRUCTION DISPUTES.

(2) RULES OF PROCEDURE. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES.

(3) WRITTEN DECISION. WITHIN THIRTY (30) DAYS AFTER THE HEARING IS CLOSED, THE ARBITRATOR MUST ISSUE A WRITTEN DECISION. IF ANY PARTY REQUESTS IT, THE ARBITRATOR MUST ISSUE A REASONED AWARD.

D. AGREEMENT TO ARBITRATION.

(1) ARBITRATION OF DISPUTE. BY EXECUTING THIS DECLARATION, DECLARANT, AND BY ACCEPTING A DEED FOR THE ASSOCIATION PROPERTY OR A LOT, AS THE CASE MAY BE, THE ASSOCIATION AND EACH OWNER, AGREE (1) TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT; (2) TO GIVE UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL; AND (3) TO GIVE UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS DECLARATION. IF ANY

PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT.

E. **FEDERAL ARBITRATION ACT.** THE FEDERAL ARBITRATION ACT (9 U.S.C. §1, ET SEQ.) NOW IN EFFECT AND AS IT MAY BE HEREAFTER AMENDED WILL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

F. **FINAL AND BINDING AWARD.** THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING. A PETITION TO CONFIRM, VACATE, MODIFY OR CORRECT AN AWARD MAY BE FILED IN ANY COURT OF COMPETENT JURISDICTION, BUT THE AWARD MAY BE VACATED, MODIFIED OR CORRECTED ONLY AS PERMITTED BY THE FEDERAL ARBITRATION ACT.

G. **SEVERABILITY.** IF THE ARBITRATOR OR ANY COURT DETERMINES THAT ANY PROVISION OF THIS SECTION IS UNENFORCEABLE FOR ANY REASON, THAT PROVISION SHALL BE SEVERED, AND PROCEEDINGS IN THIS SECTION SHALL BE CONDUCTED UNDER THE REMAINING ENFORCEABLE TERMS OF THIS SECTION.

H. **WAIVER OF JURY TRIAL.** IN THE EVENT THE FOREGOING ARBITRATION PROVISION IS HELD NOT TO APPLY OR IS HELD INVALID, VOID OR UNENFORCEABLE IN ITS ENTIRETY FOR ANY REASON, ALL DISPUTES SHALL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. THE JUDGE IN SUCH COURT OF COMPETENT JURISDICTION SHALL HAVE THE POWER TO GRANT ALL LEGAL AND EQUITABLE REMEDIES AND AWARD COMPENSATORY DAMAGES. THIS MUTUAL WAIVER OF JURY TRIAL SHALL BE BINDING UPON THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND UPON ALL PERSONS AND ENTITIES ASSERTING RIGHTS OR CLAIMS OR OTHERWISE ACTING ON BEHALF OF DECLARANT OR CLAIMANT OR THEIR SUCCESSORS AND ASSIGNS.

I. **LIMITATION ON EXPENDITURES/NOTICE TO MEMBERS.** THE ASSOCIATION SHALL NOT INCUR LITIGATION EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHERE THE ASSOCIATION INITIATES LEGAL PROCEEDINGS OR IS JOINED AS A PLAINTIFF IN LEGAL PROCEEDINGS WITHOUT THE APPROVAL OF A MAJORITY OF THE VOTING POWER OF THE ASSOCIATION, EXCLUDING THE VOTING POWER OF ANY OWNER WHO WOULD BE A DEFENDANT IN SUCH PROCEEDINGS. SUCH APPROVAL SHALL NOT BE NECESSARY IF THE LEGAL PROCEEDINGS ARE INITIATED TO (I) ENFORCE THE USE RESTRICTIONS CONTAINED IN ARTICLE XII HEREOF, (II) ENFORCE THE ARCHITECTURAL CONTROL PROVISIONS CONTAINED IN ARTICLE VIII HEREOF, OR (III) COLLECT ANY UNPAID

ASSESSMENTS LEVIED PURSUANT TO THIS DECLARATION. PRIOR TO INITIATION OR JOINING AS A PLAINTIFF IN ANY LEGAL ACTION, CAUSE OF ACTION, PROCEEDING, REFERENCE OR ARBITRATION AGAINST DECLARANT, SUCH ACTION MUST BE APPROVED BY A MAJORITY OF THE VOTING POWER OF THE ASSOCIATION, AND THE ASSOCIATION MUST PROVIDE WRITTEN NOTICE TO ALL MEMBERS PRIOR TO INITIATION OF ANY SUCH LEGAL ACTION, CAUSE OF ACTION, PROCEEDING, REFERENCE OR ARBITRATION AGAINST DECLARANT WHICH NOTICE SHALL (AT A MINIMUM) INCLUDE (1) A DESCRIPTION OF THE DISPUTE, (2) A DESCRIPTION OF THE ATTEMPTS OF DECLARANT TO CORRECT ANY REPAIR ISSUE AND THE OPPORTUNITIES PROVIDED TO DECLARANT TO CORRECT SUCH REPAIR ISSUE, (3) A CERTIFICATION FROM AN ENGINEER LICENSED IN THE STATE OF CALIFORNIA THAT A REPAIR ISSUE EXISTS, ALONG WITH A DESCRIPTION OF THE SCOPE OF WORK NECESSARY TO CURE SUCH REPAIR ISSUE (4) THE ESTIMATED COST TO REPAIR SUCH REPAIR ISSUE, (5) THE NAME AND PROFESSIONAL BACKGROUND OF THE ATTORNEY RETAINED BY THE ASSOCIATION TO PURSUE THE CLAIM AGAINST DECLARANT AND A DESCRIPTION OF THE RELATIONSHIP BETWEEN SUCH ATTORNEY AND ANY MEMBERS OF THE BOARD (IF ANY), (6) A DESCRIPTION OF THE FEE ARRANGEMENT BETWEEN SUCH ATTORNEY AND THE ASSOCIATION, (7) THE ESTIMATED ATTORNEYS' FEES AND EXPERT FEES AND COSTS NECESSARY TO PURSUE THE CLAIM AGAINST DECLARANT AND THE SOURCE OF THE FUNDS WHICH WILL BE USED TO PAY SUCH FEES AND EXPENSES, (8) THE ESTIMATED TIME NECESSARY TO CONCLUDE THE ACTION AGAINST DECLARANT AND (9) AN AFFIRMATIVE STATEMENT FROM THE BOARD THAT THE ACTION IS IN THE BEST INTERESTS OF THE ASSOCIATION AND ITS MEMBERS. FAILURE TO PROVIDE THE NOTICE REQUIRED HEREIN SHALL NOT PREJUDICE ANY LAWSUITS FILED BY THE ASSOCIATION. THE ASSOCIATION MUST FINANCE ANY LEGAL PROCEEDING WITH MONIES THAT ARE SPECIFICALLY COLLECTED FOR SAME AND MAY NOT BORROW MONEY OR USE THE RESERVE FUNDS OR OTHER MONIES COLLECTED FOR SPECIFIC ASSOCIATION OBLIGATIONS OTHER THAN LEGAL FEES.

J. APPLICATION OF AWARD. ANY PROCEEDS AWARDED TO THE ASSOCIATION ARISING FROM ANY DISPUTE BY SETTLEMENT, AWARD OR OTHERWISE SHALL BE APPLIED FIRST FOR THE PURPOSE OF REPAIRING ANY DEFECT CLAIMED UNDER SUCH DISPUTE OR REPLACING RESERVE FUNDS PREVIOUSLY UTILIZED BY THE ASSOCIATION TO CAUSE SUCH REPAIRS AND THEN TO THE COSTS OF SUCH LITIGATION. ANY EXCESS PROCEEDS SHALL BE APPLIED AS DETERMINED BY THE BOARD, SUBJECT TO ANY REQUIREMENTS ESTABLISHED BY THE NON-PROFIT MUTUAL BENEFIT LAWS OF THE STATE OF CALIFORNIA AND ANY OTHER APPLICABLE LAWS.

K. STATUTES OF LIMITATION. SUBJECT TO THE TERMS OF CIVIL CODE SECTION 895, ET SEQ., AND AS HEREAFTER AMENDED,

NOTHING IN THIS SECTION SHALL BE CONSIDERED TO TOLL, STAY, REDUCE OR EXTEND ANY APPLICABLE STATUTE OF LIMITATIONS; PROVIDED, HOWEVER, THAT THE DECLARANT, THE ASSOCIATION OR ANY OWNER SHALL BE ENTITLED TO COMMENCE A LEGAL ACTION WHICH IN THE GOOD FAITH DETERMINATION OF THE DECLARANT, THE ASSOCIATION OR OWNER IS NECESSARY TO PRESERVE THE DECLARANT'S, THE ASSOCIATION'S OR ANY OWNER'S RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS, PROVIDED THAT THE DECLARANT, ASSOCIATION OR OWNER SHALL TAKE NO FURTHER STEPS IN PROCESSING THE ACTION UNTIL IT HAS COMPLIED WITH THE PROCEDURES DESCRIBED ABOVE.

L. NOTWITHSTANDING THE FOREGOING, AN AGGRIEVED PARTY MAY SEEK RELIEF IN A SMALL CLAIMS COURT OF COMPETENT JURISDICTION, AND NOTHING IN THIS AGREEMENT SHALL PREVENT THE PARTIES FROM AGREEING TO MEDIATE A DISPUTE AT ANY TIME.

*20.2 **SUBSEQUENT PURCHASERS OF THE PROPERTY.** At the time of the purchase or prior to the close of escrow, the original homeowner received certain documents, which may include, but are not limited to (a) a Maintenance Manual or other maintenance or preventive maintenance information, (b) manufactured products' maintenance and limited warranty and limited warranty information, (c) any warranties from the Declarant and (d) any other documents provided in conjunction with the original sale of any portion of the Property by Declarant (collectively, the "Documents"). The original purchaser of any portion of the property shall maintain a full and complete copy of the Documents and provide the Documents to any subsequent purchaser. Subsequent purchasers of any portion of the Property are hereby notified that they should obtain the Documents from the seller of such portion of the Property.*

*20.3 **CONSTRUCTIVE NOTICE AND ACCEPTANCE.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Property, or any portion thereof.*

2. All capitalized terms used in this Third Amendment, if not otherwise defined, shall have the meaning prescribed for such terms in the Declaration. Except as amended herein, the Declaration is hereby ratified and confirmed by the Declarant, and shall remain in full force and effect.

This THIRD AMENDMENT is hereby executed as of the 18TH day of JULY, 2007.

"DECLARANT"

GOLETA INVESTMENT PARTNERS, LLC,
a California limited liability company

By: 

Name: ROBERT W. COMSTOCK

Title: MANAGING MEMBER

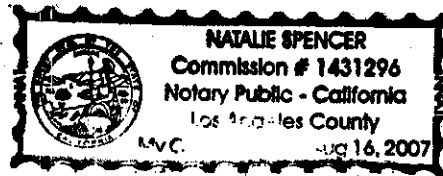
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

ss.

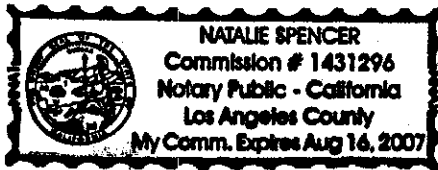
On JULY 18, 2007, before me, NATALIE SPENCER,
a Notary Public, personally appeared ROBERT W. CONSTOCK,
personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the
person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that
he/~~she/they~~ 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.

WITNESS my hand and official seal.

[SEAL]



Natalie Spencer
Notary Public



RECORDING REQUESTED
BY: "DPS"

NCS 518031 (23)
FIRST AMERICAN TITLE INSURANCE COMPANY

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MCKENNA LONG & ALDRIDGE LLP
300 S. GRAND AVENUE, 14TH FLOOR
LOS ANGELES, CALIFORNIA 90071
ATTENTION: BILL PHAM, ESQ.



2011-0076333

Recorded		REC FEE	30.00
Official Records			
County of			
Santa Barbara			
Joseph E. Holland			
County Clerk Recorder			
		EC	
09:29AM 28-Dec-2011		Page 1 of 6	

(Above Space For Recorder's Use Only)

**ASSIGNMENT AND DESIGNATION OF
DECLARANT'S RIGHTS**

(THE BLUFFS DECLARATION)

THIS ASSIGNMENT AND DESIGNATION OF DECLARANT'S RIGHTS (this "Assignment") is made as of December 27, 2011 ("Effective Date"), by and between GOLETA INVESTMENT PARTNERS, LLC, a California limited liability company ("Assignor"), and RCS - BLUFFS DEVELOPMENT, LLC, a Colorado limited liability company ("Assignee").

RECITALS

A. Assignor executed that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements recorded on September 26, 2005 as Instrument No. 2005-0093524, in Official Records, County of Santa Barbara (the "Declaration"), as "Declarant." The Declaration and any and all amendments, supplemental declarations, and notices of annexation recorded pursuant thereto are collectively, the "Declarations."

B. The Declarations encumber the real property described below and each other real property described in a Supplemental Declaration recorded pursuant to the Declaration:

Lots 1 through 5, inclusive, Lots 13 through 20, inclusive, and Lot 51 of Tract No. 32008, as shown on a Subdivision Map filed on September 26, 2005, in Book 201 at Pages 1 through 11, inclusive, of Maps, in the Office of the Santa Barbara County Recorder.

C. Assignor has agreed to assign and Assignee has agreed to assume all of Assignor's rights and duties as Declarant under the Declarations.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee all of Assignor's rights and duties as Declarant under the Declarations and Assignee hereby accepts such transfer and assignment and agrees to assume all the rights and perform all duties and responsibilities of Declarant under the Declarations from and after the Effective Date.

2. From and after the Effective Date, the address for "Declarant" under the Declaration shall be as follows:

RCS – Bluffs Development, LLC
Attn: Asset Management
1450 Infinite Drive, Suite E2
Louisville, CO 80027

3. Assignee shall defend, indemnify Assignor and hold Assignor, Assignor's trustees, officers, tenants, agents, contractors and employees harmless from and against any and all losses, costs, claims, damages, penalties, liabilities, causes of action, judgments court costs, attorney fees and other legal expenses, and other expenses that Assignor may suffer or incur and that directly or indirectly arise out of or are in any way connected with the Assignee's use of any Declarant rights assigned to Assignee under this Assignment or acts or omissions of Assignee in connection therewith occurring after the Effective Date.

4. Assignee acknowledges that the Declarant rights under the Declarations are being assigned "AS-IS," and not in reliance on any agreement, understanding, condition, warranty or representation made by Assignor or any agent or employee of Assignor as to the condition, enforceability or quality thereof, or as to any other matter in connection therewith, and Assignee further acknowledges that neither Assignor nor any party acting on behalf of Assignor has made or shall be deemed to have made any such agreement, condition, representation or warranty.

5. This Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

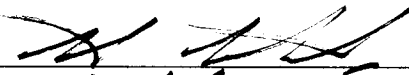
6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

7. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first set forth above.

ASSIGNOR:

GOLETA INVESTMENT PARTNERS, LLC
a California limited liability company

By: 
Name: Bob Comstock AKA Robert
Title: manager Watter Comstock.

ASSIGNEE:

RCS – BLUFFS DEVELOPMENT, LLC
a Colorado limited liability company

Executed in Counterpart
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first set forth above.

ASSIGNOR:

GOLETA INVESTMENT PARTNERS, LLC
a California limited liability company

By: Executed in Counterpart
Name: _____
Title: _____

ASSIGNEE:

RCS – BLUFFS DEVELOPMENT, LLC
a Colorado limited liability company

By: Sharon K Eshima
Name: Sharon K. Eshima
Title: Manager

State of California)

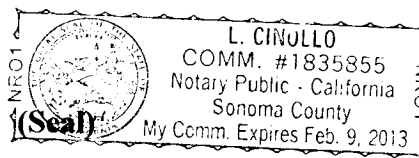
County of Sonoma)

On Dec 25, 2011 before me, L. Cinullo, Notary Public (insert name and title of the officer), personally appeared Robert Watter Comstock, 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 [Handwritten Signature]



State of _____)

County of _____)

On _____ before me, _____ (insert name and title of the officer), personally appeared _____, 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 _____

(Seal)

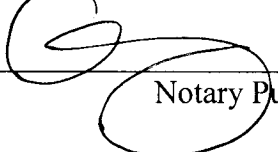
State of COLORADO)

County of BOULDER)

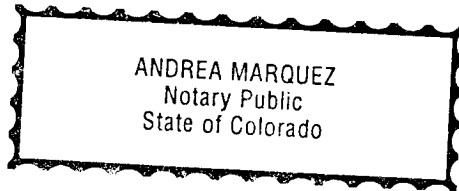
On December 20th, 2011 before me, Andrea Marquez, Notary Public, personally appeared Sharon K. Eshima who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  _____
Notary Public

(Seal)



Exp 12/14/2013

Notary Public