

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

James H. Smith, Esq.  
GROKENBERGER & SMITH  
1100 Santa Barbara Street, Suite 202  
Santa Barbara, CA 93101

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR WEST CAMPUS POINT  
HOMEOWNERS ASSOCIATION, A PLANNED DEVELOPMENT**

**IF THIS DOCUMENT CONTAINS ANY RESTRICTIONS BASED ON  
RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL  
STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT  
RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING AND  
IS VOID. ANY PERSON HOLDING AN INTEREST IN THIS PROPERTY  
MAY REQUEST THAT THE COUNTY RECORDER REMOVE THE  
RESTRICTIVE COVENANT LANGUAGE PURSUANT TO SUBDIVISION  
(c) OF SECTION 12956.1 OF THE GOVERNMENT CODE.**

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR WEST CAMPUS POINT  
HOMEOWNERS ASSOCIATION, A PLANNED DEVELOPMENT**

**Recitals**

WHEREAS, the Owners are the Members of the West Campus Point Homeowners Association;

WHEREAS, the Owners lease from the Declarant the Residential Lots identified as Lots 1 through 65 in the Original Declaration described below;

WHEREAS, the Declarant is the Regents of the University of California;

WHEREAS, the Declarant owns the Real Property described in Exhibit A, attached hereto, upon which Real Property the Residential Lots are located (collectively the "Real Property");

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions were recorded upon and against the Real Property on December 11, 1986, as Instrument No. 1986-081389 in the official records of the Santa Barbara County Recorder ("Declaration");

WHEREAS, the Declaration was amended by that document entitled "First Amendment to Declaration of Covenants, Conditions, and Restrictions for West Campus Point Planned Unit Development," recorded on October 1, 1991, as Instrument No. 91-065836, in the official records of the Santa Barbara County Recorder ("Amended Declaration");

WHEREAS, the Declaration was amended by that document entitled "Second Amendment to Declaration of Covenants, Conditions, and Restrictions for West Campus Point Homeowners Association, a Planned Development," recorded on December 14, 2004, as Instrument Number 2004-0131551 in the official records of the Santa Barbara County Recorder, which Second Amendment is again adopted and restated as though set forth herein in full;

WHEREAS, the Declaration may be amended by the vote or written consent of 51% of the voting power of the Association and the consent of the Declarant;

WHEREAS, 51% of the voting power of the Association voted to amend the Declaration as certified by the attached Certificate of Secretary; and

WHEREAS, the Declarant has consented to this Third Amendment as certified by the attached Certificate of Secretary;

**NOW, THEREFORE**, the Declaration and Amended Declaration are hereby amended as follows:

1. The "period" at Article XII, paragraph 2(b), at the end of subparagraph (D), is stricken.

2. There is added to Article XII, paragraph 2(b), following subparagraph (D), the following new subparagraph (E):

"(E) Plus, in the event of a sale by the Declarant following exercise of its Right of First Refusal, the reasonable costs to repay the Regents the principal and accrued interest resulting from the funding provided by the Regents, as described in that Memorandum of Understanding entered into between the Regents and the West Campus Point Homeowners Association dated \_\_\_\_\_, 2012, for the Project described in said Memorandum. In determining the total amount of principal and accrued interest to be added to the sale price of a Residence pursuant to the terms of this paragraph, the amount so added shall be consistent with the Preamble to the Residential Lot Lease for residences in the West Campus Point development, which establishes that the purpose of the development is to create "affordable for-sale housing for members of the University's faculty and staff, and assisting in the recruitment and retention of faculty."

Except as otherwise stated above, the Declaration and Amendments thereto remain in full force and effect. To the extent of a conflict between that stated in the Declaration and Amendments which predate this Third Amendment, the provisions of this Third Amendment shall prevail.

WEST CAMPUS POINT HOMEOWNERS  
ASSOCIATION

DATED: \_\_\_\_\_, 2012

By \_\_\_\_\_  
, President

WEST CAMPUS POINT HOMEOWNERS  
ASSOCIATION

DATED: \_\_\_\_\_, 2012

By \_\_\_\_\_  
, Secretary

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California            )  
  ) ss.  
County of Santa Barbara    )

On \_\_\_\_\_, 2012, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_,  
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 declare 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.

(Seal)

\_\_\_\_\_  
(Signature of Notary Public)

**CERTIFICATE OF SECRETARY**

I certify that:

I am the duly qualified and acting secretary of the West Campus Point Homeowners Association.

The Declaration of Covenants, Conditions, and Restrictions of West Campus Point, recorded December 11, 1986, with the Santa Barbara County Recorder's Office as Instrument No. 1986-081389 provide that they may be amended by 51% of the voting power of the Association and the consent of the Declarant.

51% of the voting power of the Association voted to amend the Declaration and Amended Declaration as shown in the Third Amendment to Declaration of Covenants, Conditions, and Restrictions for West Campus Point Homeowners Association, which Third Amendment is appended to this Certificate and executed by the President and Secretary concurrently with the execution of this Certificate.

Additionally, the Declarant consented to the Third Amendment to Declaration of Covenants, Conditions, and Restrictions for West Campus Point Homeowners Association, which Consent is appended to this Certificate and executed by the President and Secretary concurrently with the execution of this Certificate.

WEST CAMPUS POINT HOMEOWNERS  
ASSOCIATION

DATED: \_\_\_\_\_, 2012

By \_\_\_\_\_  
Secretary

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California            )  
  ) ss.  
County of Santa Barbara    )

On \_\_\_\_\_, 2012, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I declare 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.

(Seal)

\_\_\_\_\_  
(Signature of Notary Public)

**CONSENT OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

Pursuant to Article XVII, Section 2(b) of the Declaration of Covenants, Conditions, and Restrictions of West Campus Point Planned Unit Development, recorded with the Santa Barbara County Recorders Office on December 11, 1986 as Instrument No. 1986-0181389, the Regents of the University of California have consented to the Third Amendment to Declaration of Covenants, Conditions, and Restrictions for West Campus Point Homeowners Association, a Planned Development, which Amendment is appended to this document.

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

DATED: \_\_\_\_\_, 2012

By \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

State of California            )  
  ) ss.  
County of Santa Barbara    )

On \_\_\_\_\_, 2012, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

(Seal)

\_\_\_\_\_  
(Signature of Notary Public)

EXHIBIT "A"

That certain real property in the county of Santa Barbara, State of California, being a portion of the Rancho Los Dos Pueblos, according to the patent thereof recorded in Book A, Page 323 of Patents, as shown on a Record of Survey of the Devereux School property, filed in Book 83, Page 92 of Records of Survey, records of said County, described as follows:

Commencing at the northeast corner of the 221.47 acre tract as shown on said Record of Survey;

Thence S.  $0^{\circ} 00' 54''$  W. along the east line of said 221.47 acre tract for 1672.24 feet to the true point of beginning;

Thence 1st, S.  $0^{\circ} 00' 54''$  W. continuing along said east line for 636.40 feet;

Thence 2nd, N.  $85^{\circ} 21' 23''$  W. for 776.37 feet;

Thence 3rd, N.  $44^{\circ} 08' 43''$  W. for 114.07 feet to a point on the 32.95 acres parcel as shown on said Record of Survey;

Thence 4th, N.  $45^{\circ} 50' 05''$  E. for 197.82 feet to the beginning of a non tangent curve to the left having a delta of  $43^{\circ} 25' 44''$  and a radius of 175.00 feet, the radial center of which bears N.  $44^{\circ} 11' 32''$  W.;

Thence 5th, Northwesterly along the arc of said curve for 132.65 feet;

Thence 6th, N.  $2^{\circ} 17' 09''$  E. for 116.93 feet to a non tangent curve to the left having a delta of  $24^{\circ} 21' 22''$  and a radius of 350.00 feet, the radial center of which bears N.  $87^{\circ} 39' 43''$  W.;

Thence 7th, Northwesterly along the arc of said curve for 148.78 feet;

Thence 8th, N.  $25^{\circ} 51' 38''$  E. for 76.89 feet;

Thence 9th, North for 67.97 feet;

Thence 10th, N.  $84^{\circ} 00' 53''$  E. for 156.69 feet;

Thence 11th, S.  $77^{\circ} 01' 55''$  E. for 433.02 feet;

Thence 12th, S.  $39^{\circ} 16' 54''$  E. for 107.24 feet to the point of beginning.

**EXHIBIT A**