

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

The Village at Santa Barbara Owners Association, Inc.
c/o St. John & Associates
5266 Hollister Avenue, Suite #108
Santa Barbara, CA 93111

COVENANT RUNNING WITH THE LAND
REGARDING IMPROVEMENTS

THIS COVENANT RUNNING WITH THE LAND regarding the construction and maintenance of certain improvements to real property is made this _____ day of _____, 20__, with reference to the following:

WHEREAS, _____
(hereinafter "Covenantor(s)") is (are) the owner(s) of that certain estate in real property, more particularly described as: Lot ____ of Tract No. 13,287, in the County of Santa Barbara, State of California, as per Map recorded in Book 123, Pages 33 through 35 of Maps, in the office of the County Recorder of said County; and

WHEREAS, The Village at Santa Barbara Owners Association, Inc., a California nonprofit mutual benefit corporation, (hereinafter "Village Owners Assn.") is the owner of that certain estate in real property, more particularly described as Lot 41 of Tract No. 13,287, in the County of Santa Barbara, as per Map recorded in Book 123, Pages 33 through 35 of Maps, in the office of the County Recorder of said County; and

WHEREAS, The Village Owners Assn. is governed by that certain Restated Declaration of Covenants, Conditions and Restrictions (hereinafter "Village CC&R's"), recorded March 22, 2011, as Instrument No. 2011-0017269, Official Records of Said County; and

WHEREAS, the Board of Directors of the Village Owners Assn. has given its permission to Covenantor(s) to make certain improvements to Covenantor(s)' property, subject to the conditions contained herein. The improvements are described as follows:

NOW, THEREFORE, it is hereby agreed by the parties hereto:

1. Covenantor(s) hereby agree(s) to complete said improvements on or before _____, 20__, at Covenantor(s)' expense, in compliance with all applicable rules, regulations, ordinances, laws, the Plans and Specifications submitted to the Village Owners Assn. and all conditions of approval specified in its minutes by the Village Owners Assn. Board of Directors.

2. The Village Owners Assn. reserves the continuing right to require Covenantor(s) to cause the improvements to be and remain in harmony with the architectural and landscaping style of the Village at Santa Barbara.
3. Covenantor(s) hereby agree(s) to maintain at his/her/their sole expense the following improvements to Covenantor(s) property:

Such responsibility shall include continuously maintaining said improvements so that their quality and appearance shall be in substantial conformity with the quality and appearance of other improvements on Lots 1 through 41, inclusive, of the Village at Santa Barbara. This obligation includes replacement when determined reasonably necessary by the Village Owners Assn.

4. In the event that any of the improvements described in the Recitals herein result in damage to any of the improvements which are commonly maintained as the responsibility of the Village Owners Assn., or result in any increased costs of maintaining or improving other improvements within the Village at Santa Barbara, then Covenantor(s) have sole responsibility to reimburse the Village Owners Assn. for the costs of repairing or replacing such damaged improvements to their prior condition, or for such other increased costs.
5. If, in the sole opinion of the Village Owners Assn., Covenantor(s) fail(s) to construct or maintain the improvements in good condition and repair, as required hereunder, replace the improvements when necessary, or otherwise fail(s) to comply with Covenantor(s)' obligations hereunder, then the Village Owners Assn. may, at its option:
 - (a) Construct or complete construction of the improvement;
 - (b) Remove the improvement;
 - (c) Maintain, repair or replace the improvement;
 - (d) Cause the improvement to be in harmony with the architectural and landscaping style of the Village at Santa Barbara; or
 - (e) Revoke the Village Owners Assn.'s consent to construct the improvement.
6. All expenses incurred by the Village Owners Assn. pursuant to Paragraph 5 herein shall be paid by Covenantor(s), as of the date the expenses were incurred. Upon a refusal or failure to pay said expenses within thirty (30) days of a written request being mailed to Covenantor(s), the Village Owners Assn. may assess Covenantor(s), lien, and foreclose upon Covenantor(s)' real property, as allowed by the Village CC&R's. In addition, the Village Owners Assn. may take any other legal action allowed by law to collect the sums owing hereunder.

7. Covenantor(s) shall defend, indemnify, protect, and hold free and harmless the Village Owners Assn., including its officers, directors, members, agents, and employees, from any and all claims, demands, causes of action, damages, costs, expenses, attorneys' fees, losses, personal injury, death, penalties, liens, fines, judgments and liabilities of every kind and nature arising from the Village Owners Assn.'s consent to construct the improvements, or the design, construction, maintenance, repair, removal, and/or replacement of the improvements.

8. The terms of this document shall supersede any conflicting or contrary provisions set forth in the Village CC&R's.

9. It is intended by Covenantor(s) and the Village Owners Assn. that this Agreement shall be a Covenant Running with the Land. The parties declare that the real properties described herein shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the agreements herein, all of which are for the purpose of enhancing and protecting the value and attractiveness of the said real properties. All of the limitations, covenants, conditions, and restrictions contained herein shall constitute covenants which shall run with the land and shall be binding upon Covenantor(s) and the Village Owners Assn. and their successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of said real properties, and shall inure to and pass with said property, and each part and portion thereof, and they are imposed on said property and each and every part thereof, as a mutual, equitable servitude in favor of each and every portion thereof, as the dominant tenement or tenements.

10. This document shall be executed before a Notary, and shall be recorded by Covenantor(s) in the Official Records, County of Santa Barbara, immediately upon signing by the parties hereto. A copy showing proof of recording shall be furnished to the Village Owners Assn. within thirty (30) days of recording.

By: Covenantor(s):

Dated: _____	_____	_____
	(Signature)	(Printed Name)

Dated: _____	_____	_____
	(Signature)	(Printed Name)

By: The Village at Santa Barbara Owners Association, Inc.

Dated: _____	_____	_____
	(Signature)	(Printed Name and Position)

(ATTACH NOTARY CERTIFICATES)