

NOTE: EACH UNIT HAS AN ORIGINAL 1983 SUBLEASE/TRANSFER DOCUMENT UNIQUE TO THAT UNIT, IN THAT THE ORIGINAL PURCHASER OF THAT UNIT, THE DATE, LOT NUMBER, ADDRESS AND THE RECORDING INFORMATION ARE DIFFERENT THAN THE OTHERS. THE FOLLOWING IS A SUMMARY OF THE GENERAL UPDATED PROVISIONS OF SUBLEASE/TRANSFER DOCUMENTS.

IT IS RECOMMENDED THAT ANY INTERESTED PARTY SEEKING INFORMATION REGARDING AN ORIGINAL SUBLEASE/TRANSFER DOCUMENT REFER TO THE DOCUMENT PERTINENT TO THAT UNIT AND NOT RELY SOLELY ON THIS SUMMARY. THE ORIGINAL DOCUMENT CAN BE FOUND IN THE CHAIN OF TITLE OF EACH UNIT.

**SUMMARY OF PROVISIONS OF ORIGINAL 1983
SUBLEASE AND TRANSFER OF
RESIDENTIAL TOWNHOUSE**

RECITALS:

- A. Pursuant to an Assignment of Lease dated July 7, 1983, and recorded on July 8, 1983 as Instrument No. 83-35191 in the Office of the County Clerk-Recorder of Santa Barbara County, the Association presently leases certain real property located in the County of Santa Barbara, State of California, more particularly described as Lots 1 through 41, inclusive, of Tract No. 13,287, in the County of Santa Barbara, State of California, according to the map thereof recorded in Book 123, Pages 33 through 35 of Maps and Surveys, in the Office of the County Clerk-Recorder of Santa Barbara County, (the "Land"), which is improved with a planned unit development project commonly known as The Village at Santa Barbara ("The Village"). Under the Assignment of Lease all rights, title and interest in and to that certain Ground Lease by and between the Goleta Union School District (the "School District"), as Lessor, and M. Timm, Inc., a California corporation, as Lessee (hereinafter referred to as the "Master Lease) were transferred to the Association.
- B. Sublessee is the purchaser of a Residential Townhouse located within The Village, commonly known as _____ Santa Barbara, CA 93111 (the "Townhouse") which Townhouse is located on that certain portion of the Land described in Paragraph 1 of this Sublease. Sublessee becomes the owner of the Townhouse by the transfer in Paragraph 2 of this Sublease.
- C. The Association desires to sublease to Sublessee a part of the Land now being leased by the Association under the terms of the Master Lease and Sublessee desires to lease a part of such Land from the Association.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. **Sublease of the Lot.** The Association hereby subleases to Sublessee and Sublessee hires and takes from the Association for the term, at the rental and upon all of the conditions set forth herein, certain real property exclusive of the improvements thereon, described as follows:

Lot ____, Tract No. 13,287, as per map recorded July 19, 1982 in Book 123, pages 33-35,
Inclusive, of Maps in the Office of the County Clerk-Recorder of Santa Barbara County, California.

Said real property is hereinafter referred to as "the Lot."

2. **Transfer of Residential Townhouse.** M. Timm, Inc., owner of the improvements on the lot, hereby transfers to Sublessee the improvements located on the Lot consisting of a Residential Townhouse.

Said improvements are referred to as "the Townhouse" and the combination of the Lot and the Townhouse shall be referred to as "the Premises."

By this transfer the Premises becomes Sublessee's property for Sublessee's use, subject to the terms of the Master Lease, this Sublease and any other relevant restrictions. A memorandum of the Master Lease and the complete General Conditions to the Ground Lease was recorded as Instrument No. 82-30940, on July 27, 1982, in the Office of the County-Clerk Recorder of Santa Barbara County, and re-recorded as Instrument No. 83-35190 on July 8, 1983, in said Clerk-Recorder's Office.

3. **Term.** The term of this Sublease shall commence _____ 1983, and shall be for the duration of the 99-year term of the Master Lease which ends on July 19, 2081, unless sooner terminated pursuant to any provision hereof or of the Master Lease.

4. **Rent.** Sublessee shall pay to the Association as rent for the Lot a monthly rental of One Hundred Ninety-Five Dollars (\$195.00) in advance on the first (1st) day of each calendar month during the term hereof, commencing on the first (1st) day of the month following recording of this Sublease. Rent shall be paid to the Association at the address stated herein or at such other place as the Association may from time to time designate in writing. Sublessee shall pay the rent for possession of the Premises without demand, deduction, setoff or counterclaim. Sublessee shall pay no compensation to the Association or to the Lessor for the Townhouse; rent is for the Lot only.

5. **Use of the Premises.** The Premises shall be used by Sublessee consistent with Sublessee's Townhouse being a single family residence and for no other

purpose without the written consent of the Sublessor. Sublessee's use of the Lot and the Townhouse is subject to the covenants, conditions and restrictions imposed by the *[Updated: Restated Declaration of Covenants, Conditions and Restrictions of The Village at Santa Barbara (the "Restated Declaration") recorded as Instrument No. 2011-0017269 on March 22, 2011]* in the Office of the County Clerk-Recorder of Santa Barbara County.

6. **Common Area Easements**. Sublessee's Lot has a non-exclusive easement over all of the common area, Lot 41, for recreational and parking purposes and use, and for ingress and egress over and through the common area, and for utility easements of all types, as more particularly described in *[Updated: Article II of the Restated Declaration]*.

7. **Security Deposit, Default**. Before Sublessee may take possession of the Premises, Sublessee shall deposit with Sublessor a security deposit in the sum of Five Hundred Eighty-Five Dollars (\$585.00) (the "Security Deposit"), receipt of which is hereby acknowledged by Sublessor, to be held and applied by Sublessor in the following manner:

(a) If at any time during the term of this Sublease, Sublessee shall be in default of the payment of the rent herein reserved, Sublessor shall appropriate and apply any portion of the Security Deposit, up to the whole thereof, to the payment of such overdue rent or overdue sums. In the event of such appropriation and application by the Association, Sublessee shall promptly on written demand given by the Association to Sublessee restore the amounts so appropriated or applied to the Security Deposit and Sublessee's failure to do so within fifteen (15) days after receipt of the written demand by the Association will be a breach of this Sublease.

(b) If at any time during the term of this Sublease, Sublessee shall be in default in the performance of the terms, covenants and conditions of this Sublease, the Association may appropriate and apply such portion of the Security Deposit, up to the whole thereof, as may be required to compensate the Association for damage caused by Sublessee's breach of the Sublease. It may also take any other action permitted by the Restated Declaration.

(c) In the event of any default by Sublessee in the performance of the terms, covenants and conditions of this Sublease to be performed by Sublessee, including the payment of rent pursuant to the terms hereof, the Association may take any and all action as set forth in Section 15.2 of the Restated Declaration

(d) Should Sublessee fully and faithfully perform all the terms, covenants and conditions of this Sublease, including the prompt payment of rent as herein required, then the Association shall on expiration or sooner termination of this Sublease, return the full amount of the Security Deposit without interest to Lessee no later than two (2) weeks after termination of his tenancy.

8. **Assignment and Subletting.** Sublessee shall not sublet all or any portion of the Premises, nor assign, transfer, mortgage or encumber this Sublease by operation of law or otherwise, without the prior written consent of the Association, which consent shall not be unreasonably withheld.

9. **Obligations of The Association as Sublessor.** The Association agrees to maintain the Master Lease during the entire term of this Sublease, subject, however, to any earlier termination of the Master Lease without the fault of Sublessor, to pay all rentals, and insurance premiums provided for therein and to maintain all other obligations and covenants required by the Master Lease to be kept or performed by Sublessor as Lessee therein. The Association may pass on the cost of any expenses it is required to incur under the Master Lease to Sublessee as to Sublessee's proportional share of such expense. Any such amount shall be collected as additional rent. Sublessee shall have the direct responsibility to pay all property taxes attributable to Sublessee's possessory interest in the Lot and ownership of the Townhouse.

10. **Transfer.** Notwithstanding the foregoing Paragraph 8 above, in the event Sublessee desires to sell, transfer or otherwise convey his or her Townhouse, Sublessee shall be permitted to sell, transfer or otherwise convey the Premises to the new owner of said Townhouse ("Transferee") and shall be relieved of all further liability under the terms, covenants and conditions of this Sublease upon compliance with the transfer provisions as set forth in [*Updated: Article XV, Section 15.1(d) and (e) of the Restated Declaration*] and upon assumption of all obligations of Sublessee hereunder by Transferee. Such transfer shall not be done without the prior written consent of the Association, which consent shall not be unreasonably withheld. In no event may the Subleasehold estate in the Lot and the ownership of the Townhouse be severed.

11. **Prorations, Advance Rent Payment.** Sublessee shall make a payment at the commencement of the Lease of \$585.00 which shall go toward payment of the next quarterly lease payment on the Master Lease from the Association to Lessor (the Master Lease payments are made quarterly in advance) and also to reimburse the Lessee for any prepaid rent it has paid prior to the commencement of the security deposit provided for in paragraph 5 herein. The payment provided in this paragraph shall be prorated between the Association for its rent fund and the Lessee as the payor of prepaid rent as of the commencement of the sublease term. The rent payable for any portion of a calendar month shall be a pro rata portion of the rent payment for a full calendar month.

12. **Late Charge.** Should Sublessee fail to make any payment of rent or any other amount payable to the Association by Sublessee hereunder within [*Updated: fifteen (15)*] days of the date when such payment first becomes due, or should any check tendered to the Association by Sublessee be returned to the Association by Sublessee's bank for insufficient funds, then Sublessee shall pay to the Association, in addition to such payment, a late charge in the amount of [*Updated: 10% of the delinquency, which the parties agree is a reasonable estimate of the amount necessary to reimburse the Association for damages and additional*

costs not contemplated by this Sublease that the Association will incur as a result of the delinquent payment or returned check, including processing and accounting charges and late charges that may be imposed on the Association. The entire amount then due, including such late charge, shall thereafter bear interest at the highest rate permitted by law on the due date for said payment, or ten (10%) annual interest, whichever is less, until paid in full.]

13. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given when mailed by first class, postage prepaid, registered or certified mail, return receipt requested, express mail, or overnight delivery by an express service carrier. The document shall be addressed to the recipient at the address last shown on the books of the association.

14. **Attornment.** If the Association defaults under the Master Lease, after expiration of the applicable period that the Association has in which to cure its default, the School District shall notify Sublessee of the default. On receipt of the notice from the School District, Sublessee shall attorn to the School District and perform all Sublessee's obligations under the Sublease directly to the School District as if the School District were the Sublessor under the Lease. If Sublessee is not, at the time of the notice, in default, the School District shall continue to recognize the estate of Sublessee created under the Sublease, including the Sublessee's interest in the common area identified in paragraph 6 herein. If Sublessee is not in default, the Sublease shall continue with the same force and effect as if the School District and Sublessee had entered into a Lease on the same provisions as those contained in the Sublease.

From the date Sublessee attorns to the School District, Sublessee shall not be further liable to the Association for performance under the Lease, and the Association shall return to Sublessee, immediately on Sublessee's demand, any prepaid sums that Sublessee paid to the Association under the provisions of the Sublease. The School District's obligation to recognize Sublessee's rights under the Lease, and Sublessee's obligation to attorn to the School District, are subject to the following:

The School District and Sublessee, from the date of recognition and attornment, shall have the same rights that can be enforced against each other as the Association and Sublessee have that can be enforced against each other under the Lease. The School District shall not be liable for any act or omission of the Association and its authorized representatives, shall not be subject to offsets or defenses that Sublessee has against the Association, and shall not be bound by any prepaid rent, security deposit, or other prepaid sum that Sublessee has paid in advance to the Association.

{SIGNATURES ON FOLLOWING PAGE}

M. TIMM, INC.

By _____

THE VILLAGE AT SANTA BARBARA OWNERS
ASSOCIATION, INC., A California corporation

By _____

By _____

“Sublessor”

“Sublessee”

[NOTARY CERIFICATES FOLLOW IN ORIGINAL DOCUMENT]