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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR TRACT 2484

DEL SOL PLACE

This Declaration of Covenants, Conditions and Restrictions is made this 14th day of JUNE, 2005, by Daniel R. Lloyd ("Declarant"). Declarant is the owner of the real property described as follows:

Lots 1 through 9 of Tract 2484 ("Lots") in the County of San Luis Obispo, State of California, according to Map recorded July 8, 2005 in Book 26 Pages 74 through 77 inclusive of Maps, in the office of the County Recorder of said County.

Declarant hereby agrees that all of its interests in the Lots shall be held and conveyed subject to these CC&R=s for the purpose of enhancing and protecting the value and attractiveness of the Lots. Capitalized words used in these CC&R=s shall be given the meaning set forth in definitions contained in Article I.

ARTICLE I
DEFINITIONS

1.1. Definitions. The following terms shall have the following meanings wherever used in these CC&R=s unless expressly provided otherwise:

A. ARC. The committee formed pursuant to Article IV hereof to review and approve Plans for improvements upon the Lots.

B. CC&R=s. These Covenants, Conditions and Restrictions, dated JUNE 14, 2005

C. County. County of San Luis Obispo, State of California.

D. Declarant. Daniel R. Lloyd.

E. Entrances. Those structures, improvements, gates, landscaping, lighting, entry systems and irrigation systems located at the entry points where Del Sol Place intersects with Highway 46 West.

F. Landscape Guidelines. The guidelines which set forth the criteria and requirements for the design, layout and landscaping of individual residential lots, as approved by the County Department of Planning and Building. A copy of the Landscape Guidelines are attached hereto as Exhibit AA@.

G. Lot. Parcels 1 through 9 of Tract 2484.

H. Lot Owner. Any person, persons or entity who owns a fee interest in any Lot.

I. Map. The map for Tract 2484, in the County of San Luis Obispo, State of California, recorded July 8, 2004, in Book 26, Pages 74 through 77 inclusive of Maps, in the office of the County Recorder of said County.

J. Plans. Plans shall include at a minimum street profile and driveways, drainage, culverts and other structures, water, grading, drainage and erosion, utilities, tree removal and protection, landscape and irrigation, retaining and sound walls, exterior materials, colors and lighting, architectural elevations and exterior finish materials, colors and height.

K. Project. The real property, as described and shown on recorded tract map and incorporated herein, subject to this Declaration, divided or to be divided into Lots, together with all structures, improvements, fixtures, installations and plantings now or hereafter constructed or installed on said real property.

L. Regulations/Codes. This document referenced herein shall comply with all applicable codes contained in the California Civil Codes, Business and Professions Code and rules and regulations as set forth by the California Department of Real Estate.

M. Vehicle. Any vehicle as defined in the California Vehicle Code.

ARTICLE II
DESCRIPTION OF THE PROJECT, DIVISION OF PROPERTY
AND CREATION OF PROPERTY RIGHTS

2.1 Description of the Project. The project which consists of a subdivision of a 15.3 acre parcel into nine (9) parcels ranging in size from 1 acre to 2.0 acres each.

2.2 Division of Property. Each of the Lots is separately shown, numbered and designated on the Map.

2.3 Nonexclusive Easements. Each Lot shall have appurtenant to it nonexclusive easements for ingress and egress and utilities, together with drainage and access easements across Lots 4 through 9, across those portions of Tract 2484 as designated on the Map, together with a nonexclusive easement across that certain real property lying between Highway 46 West and Tract 2484, pursuant to that certain Easement and Maintenance Agreement granted to Declarant by Donald B. Davis and Karen Temple-Davis recorded as Document No. 2002061722 and as amended by that First Amendment to Easement and Maintenance Agreement recorded as Document No. 2004057856 ~~and by that Second Amendment to Easement and Maintenance Agreement recorded as Document No. 2005~~ in the Official Records, San Luis Obispo County. Each nonexclusive easement shall be appurtenant to the respective Lot and shall pass with the title to the Lot.

2.4 Rights of Entry and Use. The access and utility easements shall be subject to the following rights of entry and use:

A. The right of the Declarant or its agents to enter to cure any violation of the Declaration, provided that the Lot Owner has received notice and a hearing as required by 6.4 and 7.2, except in the case of an emergency, and the Lot Owner has failed to cure the violation or take steps necessary to cure the violation within thirty (30) days after the finding of a violation by the Association.

B. The access rights of the Declarant to maintain, repair or replace improvements or property located in the easement area.

C. The rights of the owners or the Declarant to install, maintain, repair or replace utilities.

D. The rights of the Declarant during the construction period.

E. The rights of the Lot owners to make improvements or alterations authorized by Civil Code Section 1360 (a)(2).

2.5 No separate Conveyance of Undivided Interest. The foregoing interests are hereby established and are to be conveyed with the respective Lots as indicated above, and cannot be changed.

ARTICLE III USE RESTRICTIONS

Use of the Lots shall be restricted in accordance with the following provisions in addition to all other covenants, conditions and restrictions herein contained:

3.1 Residential Use Only. No Lot shall be used except for residential purposes. No buildings shall be erected on any Lot except for one single-family residence and a private garage/shop within the designated building site shown on Exhibit "B" attached hereto and incorporated herein by this reference. No portion of any Lot shall be used for any business, commercial or manufacturing purpose. Domesticated animals only shall be allowed on any Lot; provided, however, 4H, FFA and seasonal animals for fire control shall be allowed on the Lots. No oil or mining operations shall be permitted on any Lot. No water wells or other water development shall be permitted on any Lot. (The existing well on Lot 8 used for landscaping is specifically excluded from this prohibition.)

3.2 Mobile Homes. No mobile home, modular home, prefabricated home shall be placed on any Lot.

3.3 External Fixtures. Satellite dishes, television and radio antennas, air-conditioning, heating or water-softening equipment shall be placed on a Lot in a manner so as to screen them from view from any other Lot to the maximum extent possible. No exterior clothesline shall be placed on any Lot. No exterior drying of clothes shall be permitted on any Lot. No citizens band transmission or amateur broadcasting transmission towers shall be permitted within the Project.

3.4 Partition of Lots. No partition or further subdivision of any Lot shall be permitted.

3.5 Disclosure of Agricultural Operations and the Right to Farm Ordinance. Disclosure is hereby made to the Lot Owners of the existing and potential future intensive agricultural operations on land adjacent to Tract 2484. In accordance with the County's Right to Farm Ordinance (Chapter 5.16 of the San Luis Obispo County Code), upon the transfer of Lots within the Project, the transferor shall deliver to the perspective transferee a written disclosure statement that shall make all prospective Lot Owners within the proposed Project aware that although potential impacts or discomforts between agricultural and non-agricultural uses may be lessened by property maintenance, some level of incompatibility between the two uses will remain. The notification shall include disclosure of potential nuisances associated with on-site agricultural uses, including the frequency, type, and technique for pesticide spraying, frequency of noise-making bird control

devises, dust, and any other vineyard practices that may present potential health and safety effects. Disclosure is further made to the Lot Owners of the County's Right to Farm Ordinance as follows:

5.16.030 Preexisting agricultural uses not a nuisance.

- (a) No agricultural activity, operation, or facility, or appurtenances thereof, conducted or maintained for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after it has been in operation for more than three years if it was not a nuisance at the time it began.
- (b) Subsection (a) of this section shall not apply if the agricultural activity, operation, or facility, or appurtenances thereof, obstruct the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or any public park, square, street, or highway.

5.16.040 Disclosure.

- (a) San Luis Obispo County has determined that the use of real property for agricultural operations is a high priority and favored use to the county, and those inconsistencies or discomforts arising from legally established agricultural activities or operation, as defined in the San Luis Obispo County Code, or state law, shall not be or become a nuisance.
- (b) Disclosure Statement: "The County of San Luis Obispo declares it a policy to protect and encourage agricultural operations as defined in Chapter 5.16 of the San Luis Obispo County Code. If your property is located in the unincorporated area of the county, near an agricultural operation, you may at sometimes be subject to inconvenience or discomfort arising from agricultural operations. If conducted in a manner consistent with state law and county code, said inconveniences and discomforts shall not be or become a nuisance."
- (c) The Disclosure Statement is given for information purposes only and nothing in this Ordinance, or in the Disclosure Statement, shall prevent anyone from complaining to any appropriate agency, or taking any other available remedy, concerning any unlawful or improper agricultural practice.

- (d) The Disclosure Statement set forth above shall be used as described in sections 5.16.050, 5.16.060 and 5.16.070.

3.6 Disclosure of Overflights. Disclosure is hereby made to the Lot Owners that overflights by air tankers and private and commercial aircraft from Paso Robles Airport are made over the Lots in the Project area.

3.7 Lawful Use. No noxious, offensive or unlawful activity shall occur on any Lot. No Lot Owner shall do anything on a Lot which is an annoyance or nuisance to any Lot Owner. No Lot Owner shall engage in activity on the Lot which is in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

3.8 Temporary Structures, Boats, Commercial Vehicles and Recreational Vehicles. No structure of a temporary character, trailer, shed, tent or shack shall be placed on any Lot at any time or used as a residence, either temporarily or permanently. No trailer, camper, motor home, truck, van or commercial vehicle, boat or similar equipment shall be parked or permitted to remain upon any property within the Project, unless placed or maintained within an enclosed garage, except as used by Declarant in connection with its construction and sales program on the Project. Commercial vehicles, as used herein shall not include sedans, station wagons or standard size pickup trucks, or trucks or vans of a one-ton or less capacity, which are used for both personal and business uses.

3.9 Animals. No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be kept in or on any Lot or elsewhere within the Project except that domestic dogs and cats, fish and birds inside bird cages not to exceed a total of three (3) such animals per Lot may be kept as household pets within any Lot, if they are not kept, bred, or raised for commercial purposes. No more than three (3) dogs may be kept at any one time on a lot except that puppies born of these animals may be kept in addition to the foregoing number for a period of no more than three (3) months following their birth. No more than three (3) cats may be kept on a lot at any one time, except for kittens born of these animals and as described in the preceding sentence for puppies. Each person bringing or keeping a pet upon any Lot shall be liable to other owners, their family members, guests, invited, tenants, and contract purchasers for any damage to persons or property proximately caused by any pet brought upon or kept upon the Project by that person or by members of his family, his guests, or invitees. All dogs must be on a leash when outside their master=s Lots. Owners shall be responsible for any and all damages caused by his animals on or about the Project, and shall remove any excrement deposited anywhere on the Project by his or her animals.

3.10 Drilling Prohibited. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in the Project. And no oil wells, tanks, tunnels or mineral excavations or shafts shall be permitted on the surface of the Project or within five hundred (500) feet below the surface of the Project. No derrick or other structure designed for use in boring for oil, or natural gas shall be erected, maintained, or permitted on the Project.

3.11 Trash Removal. All rubbish, trash and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. Lot Owners shall provide for regular solid waste pick-up by a county approved operator and recycler if one provides service to the area. There shall be no outside storage by an Owner on his Lot. Trash, garbage and rubbish shall be kept only in sanitary containers, any storage of materials (wood, dirt, fertilizer, blocks, sand, piping, etc.) shall be screened from view by a permanent barrier at least five (5) feet high constructed of the same material used as the primary material in the construction of the house, so that they are not visible from any street within the Project or any other Lot.

3.12 Vehicle Repair and Parking. No Owner, tenant, or visitor, shall construct, repair, service or maintain any motor vehicle on any street or road within the Project, except for emergency repairs thereto. No inoperable vehicles shall be parked or stored on the Project unless parked or stored within an enclosed garage. No motor vehicles nor boats shall be parked or left on any portion of the Project other than within an enclosed garage.

3.13 Unobstructed Access. All streets, driveways, drainage ways, private utility easements, sidewalks, entries and passages shall remain unobstructed and shall not be used for any purposes other than ingress and egress and other intended uses.

3.14 Combustible Materials. No combustible materials, such as gasoline, kerosene, cleaning solvents and other flammable liquids shall be stored on any Lot; provided however, that reasonable amounts in metal containers may be stored in storage or garage areas. No tanks for such storage shall be installed anywhere on the Project.

3.15 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use or maintenance of the Lot or the construction of a private residence. Any such machinery shall be stored in a barn or outbuilding constructed pursuant to the requirements of these CC&R's.

3.16 Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of any Lot except one sign for each Lot of reasonable dimensions advertising the property for sale or rent, or except signs used by Declarant, its successors and assigns to advertise the Project or Lots during the construction and sale period. Signs promoting candidates in political campaigns or endorsing ballot propositions are exempted from this exclusion if they do not exceed twenty-four inches (24") by thirty-six inches (36") in size.

ARTICLE IV ARCHITECTURAL CONTROL

Construction of all improvements on the Lots shall be in accordance with the following provisions:

4.1 Architectural Approval. No single-family residence, detached garage, landscaping or fencing shall be erected on any Lot, or any modifications thereto be made, without Plans being submitted to the ARC and the prior written approval of such Plans having been obtained from the ARC. The ARC shall consist of three (3) persons. Approval shall be based upon conformity with the CC&R=s and such Rules as may be adopted by the ARC.

4.2 Architectural Review Committee. The Declarant may appoint all of the original members of the ARC and all replacements until the first anniversary of the issuance of the original public report for the first (or only) phase of the subdivision. The Declarant may reserve to itself the power to appoint a majority of the members of the ARC until ninety percent (90%) of all the Lots in the Project have been sold or until the fifth anniversary of the original issuance of the final public report for the first (or only) phase of the subdivision, whichever first occurs. Thereafter, the Lot Owners shall have the power to appoint and remove all members of the ARC. In furtherance thereof, Declarant hereby appoints Declarant and two members to be designated by Declarant to be the initial members of the ARC.

4.3 Appointment and Resignation. Any member of the ARC shall have the right to resign from the ARC at any time. Appointments to or resignations from the ARC shall be submitted in writing to the ARC and be effective immediately thereafter.

4.4 Rules of the ARC. The ARC may from time to time, in its sole discretion, adopt, amend and repeal reasonable rules and regulations relating to architectural standards for improvements to be constructed on the Lots.

4.5 Waiver. The approval by the ARC of any Plans for work done or proposed, or for any other matter requiring the approval of the ARC shall not be deemed to constitute a waiver of any right to withhold approval of any similar Plan subsequently submitted for approval to the ARC.

4.6 Liability. Neither the committee nor any member thereof shall be liable to any Lot Owner or to any other party, for any damage, loss or prejudice suffered or claim on account of (a) the approval or disapproval of any plans, drawing specification or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; provided, that with respect to the liability of a member, such member has acted in good faith on the basis of actual knowledge possessed by him.

4.7 Approval Required. Except to the extent reasonably necessary for the construction, reconstruction or alteration of any improvement for which the owner has obtained approved Plans pursuant to this Section, no excavation or fill which would be visible from neighboring Lots shall be created or undertaken and no change in the natural existing drainage for surface water shall be made

and no structures of any type whatsoever shall be constructed or altered until and unless the Lot Owner first obtains the approval therefor from the ARC, as herein provided, and such Lot Owner otherwise complies with all the provisions of this Section.

A. In addition to any and all requirements for obtaining a building permit on any Lot by the County of San Luis Obispo, all Lot Owners shall additionally submit their Plans to the ARC simultaneously with submission of the Plans to the County of San Luis Obispo for design review. The intent of this design review is to insure that the residential Plans are consistent with the CC&R=s. This helps to provide assurance to all of the Lot Owners that the long term character and quality of the Project shall be maintained. In this regard, it is assumed that each Lot Owner will retain the services of a licensed architect to provide or create the Plans for a custom designed residence that compliments the topography and location of their particular building envelope. All Lot Owners are encouraged to instruct their architect to discuss any questions regarding the CC&R=s at the preliminary design stage (prior to the creation of any design documents) especially since some of the items within the CC&R=s are of a subjective nature. The ARC shall have the authority to reasonably interpret any subjective aspects of the CC&R=s. All Lot Owners shall have written confirmation of the ARC=s review and approval with respect to their Plan=s conformance to the CC&R=s prior to the start of any construction.

4.8 Alterations. Any Lot Owner proposing to construct or reconstruct or to refinish or alter any part of the exterior or any improvements on or within his Lot or perform any work which requires the prior approval of the ARC must submit a written request to the ARC prior to making any such alterations. Within fifteen (15) days after submission of a written request by a Lot Owner, the ARC shall schedule a pre-planning meeting with the Lot Owner, during which the following design guidelines shall be discussed: property boundaries, easements and building envelopes, architectural theme and special site considerations, total proposed land use, and construction schedules. Any Lot Owner proposing to make any alteration shall have written confirmation of the ARC=s review and approval with respect to the proposed alterations= conformance with the CC&R=s prior to the Lot Owner making any such alterations.

ARTICLE V SITE IMPROVEMENT AND DESIGN CRITERIA

5.1. Minimum Size. Only one dwelling unit per lot shall be allowed. Any single-family residence constructed upon a Lot shall have a minimum size of two thousand six hundred square feet (2,600 sq. ft.), excluding garages, as measured at the perimeter.

5.2. Setbacks. In order to minimize the potential for significant land use conflicts between future residential development on the property and adjacent agricultural operations, agricultural buffer areas are established as follows:

A. For Lots 4, 5, 6 and 7, an agricultural buffer area is created consisting of two hundred (200) feet along the easterly property line of said Lots as shown on Exhibit "B" attached hereto and made a part hereof. No residential structures (including garages) shall be constructed or placed within these agricultural buffer areas.

B. For Lots 8 and 9, an agricultural buffer area is created consisting of two hundred (200) feet in depth along the easterly property line between Lots 7 and 8, and gradually decreasing to one hundred ten (110) feet along the northeasterly property line of Lot 9, as shown on Exhibit "B" attached hereto and made a part hereof. No residential structures (including garages) shall be constructed or placed within these agricultural buffer areas.

C. Provided, however, if the Director of Planning and Building of the County determines in writing that the adjacent Agriculture land use category is changed or if the existing commercial agricultural business on adjacent parcels is discontinued for a period of one year, then the agricultural buffer area(s) created above shall become null and void and no longer be in effect.

5.3 Soils/Foundation Report. Prior to issuance of building permits for any structure, in order to avoid soil-related hazards, the Lot Owner shall obtain and pay for a soils/foundation report. The Lot Owner and the Project applicant shall provide the soils/foundation report as part of the application for building permit(s). To reduce the potential for foundation cracking, the report may recommend that one or more of the following be considered during design of the project:

A. Use continuous deep footings (i.e., embedment depth of 3 feet or more) and concrete slabs on grade with increased steel reinforcement together with a pre-wetting and long-term moisture control program within the active zone.

B. Removal of the highly expansive material and replacement with non-expansive import fill material.

C. The use of specifically designed drilled pier and grade beam system incorporating a structural concrete slab on grade supported approximately 6 inches above the expansive soils.

D. Chemical treatment with hydrated lime to reduce the expansion characteristics of the soils.

5.4. Roofs. Roofs for structures on Lots 2-9 shall be hipped-forms and shall be articulated and follow the general shapes of the hills and avoid flat planes which project against the sky in long, straight lines and acute angles which may be considered intrusive to the existing natural character of the hills and vegetation.

5.5. Exterior Colors. The exterior colors of a single-family residence, including the roof, shall contain natural, darker and subtle colors so as to decrease the visual impact of the residences and blend with the natural colors of the surrounding area. Exterior Walls shall be limited to muted tones. Whites and pastels shall be prohibited. The roof colors shall be limited to darker earth tones,

deep muted reds, browns and grays. Shiny metal roofs, bright orange red or blue shall be prohibited. Natural building materials in colors compatible with the surrounding terrain shall be used on all exterior surfaces of all structures, including fences.

5.6. Outbuildings. Any outbuildings erected shall be painted or stained in an identical fashion as the main residence and any roofing material on any outbuilding shall be identical to the material used on the main residence.

5.7. Fencing and walls. Any fence or structure or wall constructed shall be constructed of the material that was used for the exterior walls of the residence, or stone or other natural materials in colors compatible with the residence and surrounding terrain. Any masonry walls constructed in conjunction with non habitable structures shall be planted with clinging vines and/or vertical planting to soften the visual effects of the structures. Understory and retaining walls higher than six (6) feet shall be in tones compatible with surrounding terrain using textured materials or constructions methods which create a textured effect. Native vegetation to screen retaining walls shall be planted.

5.8. Trash Areas. All trash containers on a Lot shall be conveniently located for collection and screened from view from the other Lots by a solid fence or enclosure using materials and colors consistent with the other structures situated on the Lot.

5.9. Energy Standards. The following energy conserving techniques shall be incorporated unless the Lot Owner can demonstrate their infeasibility to the satisfaction of County Planning and Building Staff:

- A. All wall and attic insulation shall be increased beyond Title 23 requirements;
- B. Buildings shall be oriented to maximize natural heating and cooling;
- C. Shade trees shall be planted along southern exposures of buildings to reduce summer cooling needs;
- D. Residences shall utilize double paned windows. Improvements constructed upon the Lots shall comply with Title 24 "Energy Efficiency Standards for Residential and Non-Residential Buildings".

5.10. Residence Addresses. Residence addresses shall be placed at the location where the driveway enters a Lot on a freestanding sign or monument approved by the ARC.

5.11. Sewage Disposal. Sewage disposal systems on each Lot shall be designed, constructed and maintained in accordance with standards approved by the County Planning and Building Department.

5.12. Drainage. Drainage on each Lot shall be controlled to prevent erosion and runoff onto adjacent property. Rain gutters and downspouts shall be incorporated into the Plans and shall be constructed in a manner that directs water to ground cover areas. Construction and design of residences and appurtenant structures shall be in such a manner as to preserve and enhance existing natural drainage areas and encourage the incorporation of natural drainage systems in the Lots.

5.13. Exterior Lighting. Proposed exterior lighting shall be included on site plans and shall demonstrate that spill-over of lighting will not affect residential areas located east and west of the Project site. Exterior lighting shall direct light pools downward to prevent glare on adjacent Lots and surrounding areas. Lights shall have solid sides and reflectors to further reduce lighting impacts by controlling light spillage. Use of high intensity floodlights shall not be allowed.

5.14. Individual House Landscaping. Landscaping shall emphasize drought-tolerant species. Landscaping Plans shall preserve existing trees and shrubs to the greatest extent possible, shall utilize native plant species and low water-consuming species in combinations which minimize overall water requirements for landscaping, shall be consistent with the rural character of the area, shall limit topographic alterations, shall incorporate shade trees to reduce energy demand and shall preserve natural areas within the Lots. Mulch for moisture retention shall be used in landscaped areas. Landscaping Plans shall be prepared by a qualified landscape Architect, and shall be designed to screen and blend the proposed development into the surrounding area while preserving identified viewsheds. Landscaping Plans for each Lot shall be approved by the ARC and shall incorporate plants consistent with the Landscape Guidelines for the Project.

5.15. Tree screening. Tree screening techniques shall include street frontage landscaping a minimum 24" box size to provide adequate screening. Any oak trees proposed near residences shall be a minimum box size of 24" to provide adequate screening.

5.16. Utilities. All utility services on each Lot shall be placed underground.

5.17. Water Consumption. Each Owner shall install and maintain a water meter approved by the Templeton Community Services District on each Lot in order to register the amount of water consumed by such Lot. Exterior water use shall be minimized through the use of water efficient techniques which shall include but not be limited to the following:

- A. Drought tolerant plants shall be used in landscaping;
- B. Landscaping shall use drip irrigation;
- C. Plant material shall be grouped by water needs;
- D. Turf shall constitute less than 20% of the total landscaped area;
- E. Turf shall be minimized on slopes over 4%;
- F. Extensive mulching (2-inch minimum depth) shall be used in all landscaped areas to improve the water holding capacity of the soil by reducing evaporation and compaction;
- G. Soil moisture sensing devices shall be installed to prevent unnecessary irrigation;

H. Permeable surfaces such as turf block or intermittent permeable surfaces such as french drains are recommended to be used for parking areas and driveways in association with more traditional surfaces.

5.18. Water Conservation. All residences and accessory structures constructed on the Lots are encouraged to contain: (1) low-flow showers, toilets and faucets; (2) hot water lines and water recirculating systems pursuant to applicable California Energy Commission regulations then in effect; (3) water-conserving laundry washers and dishwashers; (4) gray water systems and cisterns for landscaping purposes designed pursuant to applicable state and local law unless waived through construction permit application process; and (5) use of pervious paving materials whenever feasible to reduce surface water run-off and aid in ground water recharge.

5.19. Fire Sprinklers. All residences constructed upon the Lots shall have fire sprinkler systems which are approved by the California Department of Forestry and County with a minimum of 750 gpm fire flow.

5.20. Mechanical Equipment. All mechanical equipment, including utility meters, shall be located or screened in such a manner that they are not visible from any street.

5.21. Weed and Debris Abatement. Prior to construction of a residence, the owner will keep his Lot at all times free and clear of all debris, and shall mow any weeds, or grass on his Lot often enough such that the weeds stay within twelve inches (12") of the ground.

5.22. Construction Materials. No Lot Owner shall store any items on his Lot prior to issuance of a residential building permit. Thereafter, the Lot Owner may store only those construction materials directly related to the construction of his residence, and may store any such materials no longer than thirty (30) days after the construction is complete.

5.23. Damage to Roads. Any damage to any roads within Tract 2484 that occurs during the course of any construction on any Lot shall immediately be repaired to like-new condition by the Lot Owner who is doing the construction or causing it to be done. The construction period of any residence shall not exceed twelve (12) months. Landscaping shall be installed per the landscaping plan prior to occupancy of any residence on any Lot.

5.24. Swimming Pools. Any and all outdoor swimming pools will be in ground and shall be constructed within the building envelope from masonry materials such as concrete, gunite, ceramic tile, stones, and/or boulders, and will meet all applicable governmental building codes.

5.25. Solar Panels. Any and all solar panels must be installed in such a manner that they are integrated into a roof or other structure, or such that they are totally hidden from view from all other parcels.

5.26. Chimney Caps. Chimney caps must have an architectural terminus that corresponds with the architectural character of the residence.

ARTICLE VI
MAINTENANCE OBLIGATIONS

6.1 Roads and Entrance Maintenance. Access to private entrance facilities and the Lots is over roads constructed across and along the nonexclusive easements referred to in paragraph 2.3 (hereinafter collectively referred to as the "Roads").

A. Duty to Maintain Roads. The Lot owners shall select a representative (ARepresentative@), who shall be a Lot Owner who will obtain estimates, compile schedules for repairs and maintenance, oversee repairs and maintenance, communicate with Lot owners to obtain the consent to perform repairs and maintenance of the entrance and roads, and to collect from each Lot owner their one-ninth (1/9) share of all costs for repairing and maintaining the entrance and roads.

B. Maintenance Standards. Repairs and maintenance shall include, but are not limited to, seal coating surfaces, filling of chuckholes, repairing cracks, repaving, repairing and maintaining drainage structures, removing debris, maintaining signs, markers, striping, landscaping and lighting, if any, maintaining insurance, and other work reasonably necessary or proper to repair, maintain and preserve the Roads.

C. Authorization to Repair and Maintain Roads. Each Lot Owner shall be entitled to vote upon all decisions including selecting the Representative and authorizing the Representative to contract for the repair and maintenance of the Roads. Each Lot Owner shall be entitled to one (1) vote. A majority of votes (five (5) or more) are needed to elect the Representative and to authorize the Representative to contract for the repair and maintenance of the Roads.

D. Allocation of Costs to Repair and Maintain Roads. Each Lot Owner shall be responsible for paying his, her or its one-ninth (1/9) share of all costs associated with the repair and maintenance of the Roads.

E. Schedules for Repairs and Maintenance of Roads. Not less than thirty (30) days prior to the beginning of each calendar year, the Representative shall estimate the anticipated expenses for the next succeeding calendar year. Thereafter, the Lot owners shall vote to approve or disapprove the expenditure set forth in the estimate. If an emergency situation requires the expenditure of funds in excess of the amount previously approved, the Representative shall solicit bids as necessary and obtain the proper authorization from Lot owners before performing emergency maintenance and repairs to the Roads.

6.2 Repair and Maintenance Estimates.

A. Estimates. Yearly maintenance estimates shall be obtained by the Representative in accordance with the provisions of Paragraph 6.1 E above. Any special estimates for emergency repairs shall be obtained by the Representative as soon as reasonably possible, and shall be provided to the Lot owners as soon as is reasonably possible.

B. Maintenance and Repair Records. That portion of the estimated expenses attributable to and charged to each Lot Owner shall be set forth and recorded upon a ledger which shall be maintained by the Representative and shall be open for inspection at reasonable times by each Lot owner or their authorized representatives. The ledger shall show for each Lot the name and address of the owner of record thereof, all sums levied against each Lot and the amount of such sums which have been paid or remain unpaid.

C. Mailing Estimates. The Representative shall cause to be mailed to each Lot Owner at the street address of such Lot, or at such other address as such Lot Owner may from time to time designate to the Representative in writing, a statement of the amount of the yearly estimate, within thirty (30) days after determination thereof.

D. Payment of Estimate. The yearly estimate made against each Lot shall be due and payable on the first day of January of each year or on such other date or dates as may be established from time to time, and approved pursuant to Section 6.1 C above.

6.3 Use of Estimated Fees. The proceeds of each yearly estimate shall be used only for the purpose for which the estimate was made. The Representative shall keep an account of all funds received by it in payment of each estimate and of all disbursements made therefrom.

6.4 Failure to Pay Estimate. Should any Lot Owner fail to pay his share of the estimate, then the Representative may, in addition to exercising any other available remedy, send a notice to such Lot Owner that his payment of costs and expenses is delinquent and that failure to pay the delinquent amount within ten (10) days after the date of the notice will subject the Lot Owner to interest on such amount at the rate of ten percent (10%) per annum. If the Lot Owner has not paid the delinquent amount by the tenth (10th) day after the date of such notice, interest will accrue on such amount from such date at the rate of ten percent (10%) per annum until the delinquent amount and accrued interest thereon is paid in full.

ARTICLE VII MISCELLANEOUS

7.1 Amendment of CC&R=s.

A. Amendments. After the close of the first sale of a Lot to a purchaser other than Declarant, these CC&R=s may be amended by the vote or written consent of not less than sixty-seven percent (67%) of all Lot Owners.

B. Recordation of Amendment. Any such amendment shall become effective upon recording, in the office of the San Luis Obispo County Recorder, of a written instrument setting forth such amendment, which is signed and acknowledged by a majority of Owners who shall certify in said written instrument that at least sixty-seven percent (67%) of all Owners of the Lots approved

such amendment; provided, however, in no event shall the Owners change, remove or modify their maintenance obligations set forth in Article VI of these CC&R=s.

C. Maintenance of Improvements. Each Owner of a lot shall be responsible for maintaining the structures located upon his Lot, including the equipment and fixtures in the structure and its walls, roof, ceilings, windows and doors in a clean, sanitary, workable and attractive condition. Each Owner is further required to maintain the grounds and landscaping within his Lot. All landscaping shall be neatly trimmed, properly cultivated and maintained in a neat and orderly condition and in a manner designated to enhance its appearance. Each Owner shall also maintain all porches, patios, decks, balconies or other additions or improvements built or maintained on his Lot.

D. County Approval. Notwithstanding any other provision of this Declaration, no amendment, change, modification, or termination of the conditions, covenants and restrictions of this Declaration regarding the following provisions shall be effective for any purpose until approved in writing by the Director of Planning and Building of the County of San Luis Obispo, California: (a) maintenance of the private entrance facilities and streets, (b) the provision for disclosure of agricultural activities and the County's Right to Farm Ordinance, (c) the provision for the designated building sites, and (d) the provision for the agricultural buffer areas.

E. Access and Utility Easement. Easements for installation and maintenance of access, utilities and drainage are reserved as shown on the Map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with access or the installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

7.2 Enforcement of Restrictions. After the date on which this instrument has been recorded, these CC&R=s may be enforced by any and all of the available legal remedies, including, but not limited to, injunction, declaratory relief and action to abate a nuisance by any Lot Owner. Failure to enforce any provisions hereof shall not constitute a waiver of the right to subsequently enforce said provision or any other provision hereof.

7.3 Effect of Breach on Mortgage or Trust Deed. A breach of any provision of these CC&R=s shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any of the Lots; provided, however, that any subsequent Owner of the Lot shall be bound by these provisions, covenants, conditions, restrictions, easements, and reservations, regardless of whether such Owner's title was acquired by foreclosure, trustee's sale or deed in lieu thereof.

7.4 Easements to Accompany Conveyance of Lot. Easements that benefit or burden any Lot shall be appurtenant to that Lot and shall automatically accompany the conveyance of the Lot, even though the description in the instrument of conveyance may refer only to the fee title to the Lot.

7.5 Damage and Destruction Affecting Lots - Duty to Rebuild. If all or any portion of an improvement on any Lot is damaged or destroyed by fire or other casualty it shall be the duty of the Lot Owner to rebuild, repair or reconstruct the improvement in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty, subject to such alterations as may be approved by the Architectural Control Committee. The Owner of a damaged improvement on any Lot shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within six (6) months after the damage occurs, unless prevented by causes beyond his reasonable control.

7.6 Limitation of Restrictions on Declarant. Declarant is undertaking the creation of the Project. The completion of that work and the sale, rental, and other disposal of the Lots is essential to the establishment and welfare of the Project as a residential community. In order that said work may be completed and the Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall, be understood or construed to:

A. Prevent Declarant, its contractors, or subcontractors from doing on the Project or any Lot whatever is reasonably necessary or advisable in connection with the completion of the work; or

B. Prevent Declarant or its representatives from erecting, constructing and maintaining on the Project (except upon Lots owned by others), such structures as may be reasonable and necessary for developing the Project as a residential community and disposing of the same by sale, lease or otherwise; or

C. Prevent Declarant from conducting on the Project (except upon Lots owned by Owners) its business of completing the work and of establishing a plan of residential ownership and of disposing of said Project in Lots by sale, lease or otherwise; or

D. Prevent Declarant from maintaining such sign or signs on the Project (except upon Lots owned by others) as may be necessary for the sale, or lease or disposition thereof.

The foregoing rights of Declarant shall terminate upon sale of Declarant=s entire interests in the project or three (3) years after the date of recordation of the deed of the first Lot to be sold in the project; whichever occurs first. So long as Declarant, its successors and assigns, owns one (1) or more of the Lots described herein Declarant, its successors and assigns, shall be subject to the provision of this Declaration. Declarant shall make reasonable efforts to avoid disturbing the use and enjoyment of Lots by their Owners, while completing any work necessary to said Lots.

7.7 Termination of Any Responsibility of Declarant. In the event Declarant shall convey all of its rights, title and interest in and to the Project to any partnership, individual or individuals, corporation or corporations, limited liability company(s) then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, limited liability company(s) shall be obligated to perform all such duties and obligations of the Declarant. Declarant may designate in writing and

record in the office of the County Recorder any person or entity, including the Committee, to perform any right reserved to the Declarant herein.

7.8 Fair Housing. No Owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing, or mortgaging, or occupancy of his Lot to any person of a specified race, sex, adulthood, marital status, color, religion, ancestry, handicap, or national origin.

7.9 Nuisance. Every act or omission whereby any provision of these CC&R=s is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated, whether the relief sought is negative or affirmative actions, by any Lot Owner.

7.10 Limitation of Liability. The members of the ARC shall not be liable to any Lot Owner for any acts or omissions with respect to any duties performed under these CC&R=s; including, but not limited to, duties performed or not performed under Article IV of these CC&R=s or duties performed or not performed under Article V of these CC&R=s, or for any injury to or death of any person or loss or damage to the property of any person on the properties or by any other cause, unless the same is attributable to its or his own willful misconduct or gross negligence.

7.11 Cumulative Remedies. Each remedy provided by this Declaration is cumulative and not exclusive.

7.12 Waiver. No waiver of any breach of any provision of these CC&R=s shall constitute a waiver of any succeeding or preceding breach of the same or any other covenant or condition contained herein.

7.13 Partial Invalidity. The provisions of these CC&R=s shall be deemed independent and severable, and the invalidity or partial invalidity of any provision of these CC&R=s shall not affect the validity or enforceability of any other provisions.

7.14 Attorneys' Fees. In any action or proceeding whatsoever arising from rights or obligations established hereunder, including, but not limited to, actions for damages resulting from a breach or threatened breach of these CC&R=s or actions for specific performance hereof, the prevailing party shall be entitled to recover such reasonable sums for its attorneys' fees and costs as shall be fixed by the Court, either in the subject action or in a separate action.

7.15 Number; Gender. In all references in this Declaration the singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine or neuter, as the context requires.

7.16 Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a deed to any Lot.

7.17 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in these CC&R=s are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Lot Owner acquiring a Lot in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

7.18 Covenants Running With the Land. All provisions, rights, powers, covenants, conditions and obligations contained in these CC&R=s shall be binding upon and inure to the benefit of owners of the Lot Owners, and to their respective heirs, successors and assigns and all other persons or entities acquiring any interest in any Lot, whether by operation of law or in any manner whatsoever. All of the provisions of these CC&R=s shall be covenants running with the land pursuant to applicable law, including, but not limited to, California Civil Code section 1468. Each covenant to do or refrain from doing some act on each Lot encumbered by these CC&R=s (1) is a burden on such Lot and a benefit for all other Lots, (2) runs with the land with such Lot, and (3) shall benefit or be binding upon each successive Owner during his ownership of his respective Lot and each person or entity having any interest therein derived in any manner through any Owner of any Lot or any portion thereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration on this 14 day of NINE, 2008.5

DECLARANT:


DANIEL R. LLOYD

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned, beneficiary under that certain Deed of Trust dated July 1, 2004, recorded as Document No. 2004059841 on July 8, 2004, and that Deed of Trust dated April 15, 2005, recorded as Document No. 2005031778 on April 22, 2005, both of Official Records of the County of San Luis Obispo, State of California, consents to all of the provisions contained in the Declaration of Covenants, Conditions, and Restrictions for Tract 2484, executed by Daniel R. Lloyd, as Declarant, and agrees that these liens of the Deed of Trust shall be junior and subordinate and subject to the Declaration.

Dated: 6-14-05

BENEFICIARY

COAST NATIONAL BANK

By: Susan Rode
Its: VP

(Note: These CC&Rs will be recorded. All signatures to these CC&Rs must be acknowledged by a notary.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On June 14, 2005, before me, Michele Lowery, County Clerk and Ex-officio Clerk of the Board of Supervisors, County of San Luis Obispo, State of California, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted executed the instrument.

WITNESS my hand and official seal.

JULIE RODEWALD, County Clerk-Recorder and Ex-officio Clerk of the Board of Supervisors

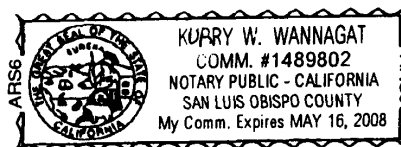
By: _____
Deputy Clerk-Recorder

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Luis Obispo)

On June 14, 2005, before me, Kurry W. Wannagat, personally appeared Daniel R. Lloyd, 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.

Kurry W. Wannagat
Signature



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Luis Obispo

} ss.

On

June 14, 2005

before me,

Alyson K. Dunlap

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Susan Rock

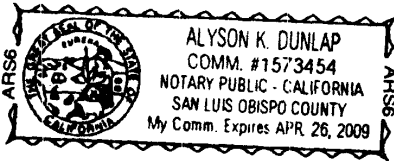
Name(s) of Signer(s)

☒ personally known to me

☐ 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.



Alyson K. Dunlap
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT A

LANDSCAPE GUIDELINES

In accordance with the conditions of approval for Tract 2484, landscaping and individual lot irrigation systems were installed. All of the landscaping found on a lot at the time of purchase, is the sole responsibility of the lot owner. These responsibilities include such activities as watering, pruning, replacement and overseeing the general health of the plantings.

The following goals define and express the intent of the landscaping that was installed. These specific concepts are intended as a guide to achieving the objectives of the County with regard to visual screening of the new homes into the future.

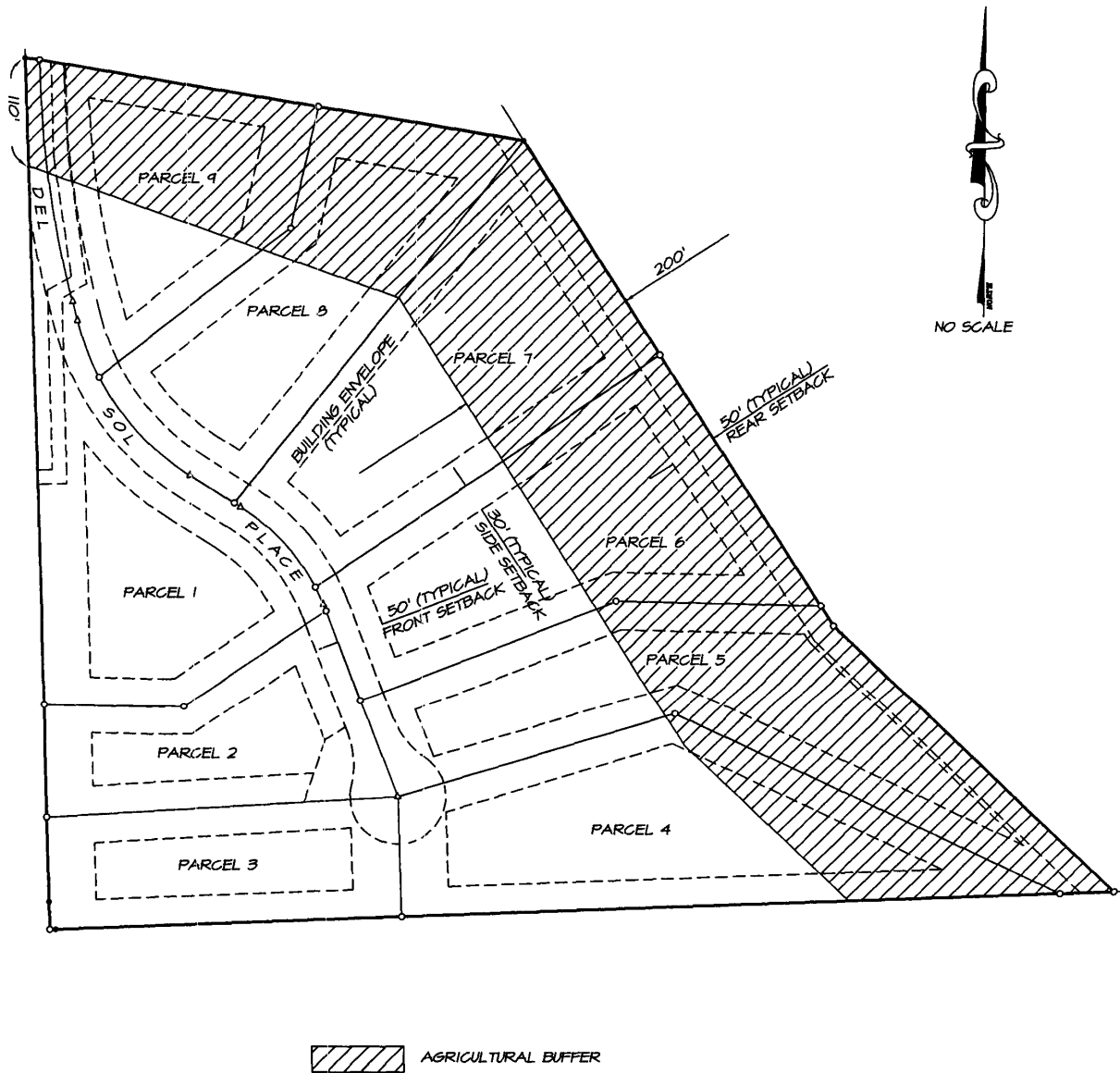
GOALS

- 1) All plantings are placed to minimize the visual impact of the subdivision as viewed from Hwy 46 East and Hwy 101. When installing or replacing trees on an individual lot, special attention should be given to locating the new tree where it will minimize views of the home from the adjacent highways.
- 2) Tree mortality is expected and it is the responsibility of the lot owner to promptly remove the dead or dying tree and replace it with a tree of compatible character and potential size.
- 3) Another purpose of the tree screening is to minimize "silhouetting" of the structures against the sky when viewed from Hwy 46 and Hwy 101. Particular attention should be given to the height of the tree upon maturity as well as the species.
- 4) Trees commonly found in the coastal mountain ranges of San Luis Obispo County are preferred over non-native species. Trees of a related species are acceptable as long as they are selected on the basis of meeting these stated goals. Oak trees are suggested as part of the plant pallet, however, other species with fast growth rates and heights up to 20-feet are allowed.
- 5) The minimum limits of required landscaping along the internal lot lines on each lot shall be the building envelopes found in EXHIBIT B of this document. Additional landscape planting is encouraged. Place trees on the north side of the lot; at the canopy/drip line edge of existing mature native trees; where topsoil is present; and away from continuously wet areas.
- 6) Newly planted trees shall be maintained until successfully established. This shall include protection (e.g., with caging, tree shelters) from animals (e.g., deer, rodents), regular weeding (minimum once in fall and once in early spring) of at least a 3-foot radius out from the plant, and adequate watering (e.g., drip

irrigation system). Watering should be controlled so that only enough is used to initially establish the tree, and reduced to zero over a three year period. If possible, planting during the warmest, driest months (June through September) shall be avoided. In addition, standard planting procedures shall be used (deep watering, soil amendments).

- 7) Replacement trees shall be 15-gallon minimum in size.
- 8) All existing mature trees that are within 20-feet of construction or grading activities shall marked for protection with flagging. Temporary fencing shall be placed at the root zone of the tree being protected. The outer edge of the tree root zone is 1-1/2 times the distance from the trunk to the drip line of the tree. Grading, utility trenching, compaction of soil, or placement of fill shall be avoided within these fenced areas. If grading in the root zone cannot be avoided, retaining walls shall be constructed to minimize cut and fill impacts. Care should be taken to avoid surface roots within the top 18 inches of soil. If roots must be removed or exposed, they shall be cleanly cut, treated with appropriate shock and disease solutions, and not left exposed above the ground surface.
- 9) It is generally recognized that trimming of oaks can be detrimental to the health of the tree. In order to minimize these potential impacts, removal of larger, lower branches should be limited. Avoid making the tree top heavy and more susceptible to "blow-over". Reduce making large limb cuts that take longer to heal and are much more susceptible to disease and infestation. Retain the wildlife that is found only in the lower branches. Retain the natural shape of the tree as much as is practical. The lot owner should consult with a skilled arborist or apply accepted arborist's techniques when removing limbs. Deciduous trees should be trimmed only during the winter months.

EXHIBIT B



END OF DOCUMENT