

RECORDED AT THE REQUEST OF:
FIRST AMERICAN TITLE INSURANCE CO.

WHEN RECORDED PLEASE RETURN TO:
CRESTON HILLS RANCH
C/O HANSON ENTERPRISES
10TH & SPRING STREETS
PASO ROBLES, CALIF. 93446

DOC. NO. 10598
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL

MAR 17 1982

WILLIAM L. ZIMARIK
COUNTY RECORDER

TIME 8:00 AM

CRESTON HILLS RANCH
DECLARATION OF PROTECTIVE RESTRICTIONS

DECLARATION made this 10th day of February, 1982, by
CRESTON HILLS RANCH, a Partnership, of the County of San Luis
Obispo, State of California, hereinafter sometimes referred to
as "DECLARANT".

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tract of
land in the County of San Luis Obispo, State of California, which
is more particularly described in EXHIBIT "A", attached hereto
and by this reference made a part hereof; and

WHEREAS, it is the desire and intention of Declarant to
sell the property described above and to impose on it mutual,
beneficial restrictions under a general plan or scheme of improve-
ment for the benefit of all the lands in the Tract and the future
owners of those lands;

NOW, THEREFORE, Declarant hereby declares that all of
the property described above is held and shall be held, conveyed,
hypothecated or encumbered, leased, rented, used, occupied, and
improved subject to the following limitations, restrictions, con-
ditions and covenants, all of which are declared and agreed to be
in furtherance of a plan for the subdivision, improvement and
sale of the lands and are established and agreed upon for the
purpose of enhancing and protecting the value, desirability and
attractiveness of the lands and every part thereof. All of the
limitations, restrictions, conditions and covenants shall run with
the land and shall be binding upon all parties having or acquiring
any right, title, or interest in the described lands or any part
thereof.

ARTICLE I

Section 1: Use of Property

(a) The property covered by this Declaration shall be used for residential, agricultural or recreational purposes only, including the tilling of the soil, the raising of crops, horticulture and livestock.

(b) No building or structure shall be erected on any building site or upon any portion of the property covered by this Declaration which shall be used, designed or intended to be used for any purpose other than for a single family dwelling, subject, however, to the provisions hereinafter contained as to community facilities. This does not apply to barns, stables and appurtenant structures.

(c) No such dwelling house, inclusive of garage, porches, verandas, porte cocheres and other similar projections or other buildings of any character whatsoever shall be erected, placed or suffered to remain on any parcel within one hundred (100) feet of any side line which adjoins another parcel in the Tract, nor within one hundred (100) feet of the Front line thereof.

(d) No such dwelling house shall be occupied by more than one (1) family and members of its domestic staff.

(e) No tent, trailer, mobile home, shack, barn, out buildings, gas or oil derrick, temporary living quarters or any structure or building other than the said dwelling house shall be erected, placed or suffered to remain on any parcel except the following:

1. A stable, providing it is of a size not greater than reasonably necessary to accommodate the number of animals permitted by these restrictions. Such stable shall not be erected, placed or suffered to remain on any parcel nearer than one hundred (100) feet to the said dwelling house. Nothing herein contained shall be construed to prevent the construction and use of sleeping or living quarters in connection with such stable for bona fide servants employed in the care of such stable, dwelling house or grounds.

2. A garage, shed or any other building normally associated with an agricultural development provided that all such structures shall be placed on the parcel in accordance with the set back requirements in Section 1 (c).

(f) Any device or activity which shall endanger the health or unreasonably disturb the peace and quiet of the owners, tenants or tenants within said Tract shall be deemed a nuisance and shall not be permitted.

(g) The requirements with respect to front or side line setbacks or fixed dimensions specified in Paragraphs c and e above may be modified as to any parcel by written consent of the Creston Hills Ranch Homeowners Association hereinafter provided for, if the enforcement of such requirements would not work any undue hardship and if such modification would not in said Association's judgment result in material damage to any other parcel.

(h) No rubbish or debris shall be placed or permitted to accumulate upon any portion of said property and no odor shall be permitted thereon or to arise therefrom so as to render such portion unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof, and no nuisance shall be permitted to exist or operate upon any portion of said property which is offensive or detrimental to any property in the vicinity thereof or to its occupants.

(i) No building or structure upon any building site or parcel covered by this Declaration shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted.

(j) The work of construction on any building or structure upon said property shall be prosecuted diligently and continuously from time of commencement until the same be fully completed; no such building or structure shall be occupied until completed nor shall temporary or permanent house-trailer occupancy be permitted.

(k) Not more than one (1) horse, or one (1) pony or one (1) head of cattle or one (1) sheep for each two acres of land shall be kept or harbored on such parcel. No other kind of domesticated animals, except cats and dogs, shall be kept or harbored on any parcel without the written consent of the Creston Hills Ranch Homeowners Association.

(l) Sales of produce and livestock raised or grown on the parcels within property covered by this Declaration shall be permitted. Horse training and occasional horse shows, livestock events and agriculturally oriented exhibits are permitted.

Section 2. APPROVAL OF PLANS, PLANTING and ALTERATIONS:

(a) No billboard, advertising sign, poster or sign of any character shall be erected, maintained or displayed upon or about any part of said property without the approval in writing of Declarant, and any billboard or sign not so permitted or approved may be summarily removed and destroyed.

The provisions hereof shall not apply to signs or temporary buildings or structures erected or maintained by Declarant or Declarant's agent for or in connection with the sale, development or use of the property covered by this Declaration.

(b) No part of the property covered by this Declaration shall be subdivided or re-subdivided.

(c) No construction of any nature can commence before plans, specifications, dimensions and location have been approved by the Declarant. The Declarant shall have fourteen (14) days after receipt to approve or reject said plans, specification, dimensions and location. One (1) approved and modified acceptable plan shall be kept by the Declarant for a permanent record.

(d) The minimum square footage of living area, exclusive of garages, covered walkways and overhangs shall be eighteen hundred (1,800) square feet.

Section 3. Easements and Rights of Way

Easements and rights of way are hereby expressly reserved for the creation of bridle trails, the construction and maintenance of utilities, such as but not limited to gas, water, telephone, electricity, sewers, public, quasi-public and private. The above easements and rights of way are further expressly reserved covering an area ten (10) feet in width on each side of all property lines established by Declarant, excepting where said property lines are immediately contiguous with or adjoining road frontage boundary lines. Declarant reserves sole and exclusive authority to enter into, execute and dedicate, as grantor, any said easements and rights of way for the construction, creation and maintenance of the aforesaid utilities on the above ten (10) foot easements and all road easements.

In the circumstance where one owner shall be the original purchaser of two adjoining parcels there shall be no easement or right of way created on the common line between the two parcels as long as they exist under one ownership.

ARTICLE II

Section 1.

Creston Hills Ranch Homeowners Association, a community association, a non-profit association organized under the laws of the State of California, shall have the right and power, subject to the other provisions of this Declaration and any limitations imposed thereby, to do and perform each and every of the following for the benefit, maintenance and improvement of the property covered by this Declaration, to wit:

(a) To purchase, construct and maintain public buildings, swimming pools, parks, parkways, playgrounds, gates, recreation areas, bridle trails, tennis courts, golf courses, club houses, airports, roping arenas, places of amusement, riding stables and other facilities.

of a like nature, all for the use and benefit of the owners of said property, and to charge for the use thereof.

(b) To hold easements for and/or to improve, maintain and light streets, roads, bridle paths, tennis courts and similar improvements; to construct, pave, grade, repair and improve such streets, roads, walks and bridle trails as the board of directors of the association deems to be of use or value to the property subject to the jurisdiction of the association; to care for, plant trees, shrubs or other plants on streets, parks, playgrounds and upon any property over which it may have jurisdiction; to construct, improve and/or maintain sewer systems, water lines and facilities and drains upon its easements and properties; to provide for the collection and disposition of garbage, rubbish and the like and to make and collect charges therefor.

(c) To fix, establish, levy and collect annually or otherwise charges and/or assessments upon each and every building site, lot or parcel and the improvements thereon embraced within the property subject to the jurisdiction of this Association; provided that the amount of each such charge or assessment shall be determined and provided by the Board of Directors of this Association.

(d) To provide, insofar as it may lawfully do so, for community fire and/or public protection, for the protection of all or any part of the property under the jurisdiction of the Association and/or the owners and residents thereof, and to perform any and all acts which may be necessary or proper for the peace, health, comfort, safety and/or general welfare of the owners of the property subject to the jurisdiction of the Association.

(e) To remove, clean up and/or burn grass and weeds and to remove any unsightly or obnoxious things from any building site, lot or parcel under its jurisdiction.

Provided that, all of the foregoing rights, authority and power granted the Association in this Declaration shall be subject and subordinate to the authority granted to the Declarant under this Declaration.

Section 3.

The first Directors and officers of this Association shall consist of MICHAEL H. WALLACE, ROBERT M. MILLER AND ARCHIE E. HANSON, JR. and two (2) owners of the parcels covered by this Declaration which shall be appointed by the first three directors mentioned above. The membership of this Association shall consist of all owners of record of the property subject to this Declaration, and the qualifications for memberships in the Association shall be subject to all provisions and conditions contained in the Articles of Incorporation and/or By-Laws of the Association, provided, however, that:

(a) In all matters coming before said Association, four (4) of its members shall constitute a quorum for the transaction of any and all of its business and FOUR (4) of those present and voting shall control decisions. When the Declarant no longer owns any property in said tract or prior thereto if the Declarant elects to relinquish its rights hereunder, the two (2) owners appointed pursuant

to the above Section 2 may appoint members of the Association to succeed the three (3) members (Wallace, Miller & Hanson) appointed pursuant to Section 2 above, but such appointees shall, in any event, and at all times during membership of said Association, be record owners of title of parcels in said Tract. Thereupon said Association shall call a meeting of record owners of title of parcel in said Tract, or, on their own initiative, any ten of such owners may call said meeting, for the purpose of approving and adopting by a majority vote of all such owners duly called and present and voting at such meeting, a Code of Regulations to govern the proceedings and perpetuation of said Association.

(b) The ownership of legal and/or equitable title of record to any parcel embraced within the property covered by this Declaration shall be required before a person may qualify for membership in the Association.

(c) The ownership of title to any parcel held as security for the payment or performance of an obligation or act shall not be the basis for membership in the Association.

(d) In no event shall more than one membership be issued based on the ownership of any one parcel, regardless of any difference in the ownership of such parcel, whether by joint tenancy, tenancy in common or in any other undivided interest.

(e) There is hereby granted to and vested in said Association the right and authority to exercise such discretion; to give or to refuse to give such consent; and to do all such things as are permitted by or required of it to be done under the provisions of the foregoing restrictions, rights and easements and said Association is hereby granted the further right and authority to waive, modify or cancel any or all of the foregoing restrictions, rights and easements if, in its judgement, by so doing, the best interests of said Tract would be served and no owner of land in said Tract would be materially injured thereby.

Section 3.

Each parcel and/or portion of property covered by this Declaration, except property in the improvements owned by the Association or designated by the Board of Directors of the Association as being devoted to public or semi-public use, and property and improvements owned by Declarant and held for road purposes or community facility purposes, shall be subject to a continuous maintenance lien securing payment of an annual charge or assessment to be fixed, established and collected from time to time as hereth provided. The Association shall have sole authority to fix and establish annually the amount of such annual charge or assessment (together with the penalties and costs of collection thereon) which charge or assessment shall be levied with respect to amount as hereinafter set forth. All such annual charges and assessments shall

be made at a rate fixed by the Board of Directors of the Association.

(a) Damages shall not be deemed adequate compensation for any breach or violation of a restriction. Any party to a proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against another owner of any property, covered by this Declaration may be awarded a reasonable attorney's fee against the violating owner.

Section 4.

A breach of any of the restrictions, covenants and/or conditions established against or upon said property or any part thereof by this Declaration and/or any modification and/or amendment thereof shall cause the site or parcel upon which such breach occurs to revert to Association as owner of the reversionary rights therein, including the right of immediate re-entry into or upon said site or parcel; provided, however, that no right of reversion and no right of re-entry and no reversion shall in any manner whatsoever effect or impair any bona fide mortgage or trust deed (or the lien or title thereof) which may have been, or which may be, given in good faith and for value; provided, further, however, that any subsequent owner of any such site or parcel shall be bound by all such restrictions, covenants, conditions and reservations, including the provisions for liens and charges, whether obtained by foreclosure or trust deed sale, or otherwise.

ARTICLE II

Section 1.

All of the restrictions, conditions, covenants, reservations, liens and charges set forth in this Declaration shall continue and remain in full force and effect at all times against said property covered by this Declaration, subject to the right to amend, change, modify and terminate provided for hereinafter, until January 1, 2002. All of said restrictions, conditions, covenants, reservations, liens and charges in this Declaration contained which are subject to expiration shall, as the same are in force immediately prior to such expiration, be continued automatically without further notice from that time for a period of ten (10) years and thereafter for successive periods of ten (10) years each without limitation, unless within six (6) months prior to January 1, 2002, or within six (6) months prior to the expiration of any successive ten year period thereafter, a written agreement executed by the then-record owners of more than two-thirds of the area of all lands covered by this Declaration, exclusive of community facilities and property owned by the Association, be recorded, by the terms of which agreement any of said restrictions, etc., are changed, modified or extinguished in whole or in part in the manner and to the extent therein provided.

(c) Amendment, change, modification or termination of all or any of the restrictions, conditions, covenants, reservations, liens or charges set forth in this Declaration may be made and effected from time to time by written instrument duly executed and recorded:

(1) As to all or any property covered by this Declaration then owned by Declarant, or any portion thereof, by the Association and Declarant; and

(2) As to all or any part of any other property then covered by this Declaration, by the Association, Declarant and the owners of record of two-thirds in area of all lands covered by the restrictions, conditions, covenants, reservations, liens or charges which are to be so amended, changed, modified or terminated.

Provided, however, that in neither case shall any such amendment, change, modification or termination as to any property be made without the written consent, duly executed and recorded, of the owners of record of not less than two-thirds in area of all lands held in private ownership.

ARTICLE IV

Section 1.

Each Grantee and each Owner hereafter of any site or parcel included in said property covered by this Declaration or holder hereafter of a contract of sale or lease covering any site or parcel accepts the same subject to all of the restrictions, conditions, covenants, reservation, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

Section 2.

Declarant reserves the right to make such cuts and fills as are necessary to grade the streets and roads (whether or not dedicated to the public), private ways, bicycle trails and parkways within the boundaries of said property covered by this Declaration.

Section 3.

All of said restrictions, conditions, covenants, reservation, liens and charges contained in this Declaration shall be construed together; but if it shall at any time be held that any one or more of said restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, reservation, lien or charge or any part thereof, shall be thereby affected or impaired.

Section 4.

Any and all rights and/or powers of Declarant provided for in this Declaration may be delegated, transferred, assigned or conveyed in whole or in part by Declarant to the Association or to any person or entity other than the Association.

Section 5.

All easements and rights of way herein reserved to Declarant shall be described in a Declaration of Easements hereafter executed by Declarant and recorded subsequent to the recording of this Declaration. In addition thereto, Declarant may also reserve further and additional easements and rights of way as Declarant may deem proper in a deed or conveyance covering any site or parcel embraced within said property covered hereby, except those parcels that have been sold.

Section 6.

Anything in this Declaration to the contrary notwithstanding, no gate or obstruction which blocks or interferes with ingress or egress or passage over or along any road or street or bridle trail upon said property or any part thereof shall be constructed, maintained or permitted unless the same and the location thereof is expressly approved by Declarant; provided, however, that, subject to all rights of ingress, egress and passage of all persons legally entitled to the same, a gate or gates may be constructed, maintained and operated by Declarant upon the property covered by this Declaration.

Section 7.

Certain areas, lots or parcels embraced within the property covered by this declaration may from time to time be designated by Declarant for use for some or all of the community facilities herein above referred to.

IN WITNESS WHEREOF, CRESTON HILLS RANCH, a partnership, has executed this instrument in the day and year first above written.

CRESTON HILLS RANCH
a Partnership

By

R. H. MILLER

By

MICHAEL H. WALLACE

By

to the
(Partnership)

STATE OF CALIFORNIA

COUNTY OF

In

before me, the undersigned, a Notary Public in and for said State, personally appeared

— R. H. Miller — and — Michael H. Wallace —

known to me

to be

of the partners of the partnership

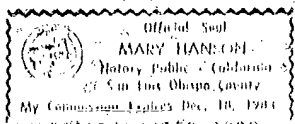
that executed the within instrument, and acknowledged to me

that such partnership executed the same.

WITNESS my hand and official seal.

Signature

Name (Typed or Printed)



(T)

EXHIBIT "A"

Lots 1 through 17 of COAL-81-234, in the County of San
Luis Obispo, State of California recorded February 11,
1982 in Book 31, page 53 of Parcel Maps, in the office
of the County Recorder of said County.

END OF DOCUMENT

Vm 2394 275

Recording Requested By and
When Recorded Mail to:

VON FELDEN & IVERSEN
P. O. Box 2308
Paso Robles, Ca., 93446

12/19/83 4:45 PM

DOC. NO. 52838
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL

DEC 19 1983

FRANCIS M. COONEY
County Clerk-Recorder

TIME 1:45 PM

AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS
CRESTON HILLS RANCH

THIS DECLARATION is made on December 20, 1983,
by CRESTON HILLS RANCH, a partnership, of San Luis
Obispo County, California, hereinafter referred to as
"Declarant".

WHEREAS, Declarant executed a Declaration for
Protective Restrictions for CRESTON HILLS RANCH on
February 10, 1982, and said document was subsequently
recorded in the office of the County Recorder of San
Luis Obispo County, California, on March 17, 1983,
commencing at Volume 2394, Page 265; and WHEREAS, the
Declarant hereby amends said restrictions as
herein set forth;

WHEREAS, as the owner of Lots 1 through 11,
inclusive, and 13 through 17 inclusive, of C0-AL-81-234,
in the County of San Luis Obispo, State of California,
recorded February 11, 1983, in Book 31, at Page 53 of
Parcel Maps, in the office of the County Recorder of
said County.

1. Article I, Section 1, Paragraph (k) shall
be amended to read as follows:

(k) Not more than two (2) horses, or two (2) ponies, or two (2) head of cattle or two (2) sheep per one acre of land shall be kept or harbored on such parcel. No other kind of domesticated animals, except cats and dogs, shall be kept or harbored on any parcel without the written consent of the Creston Hills Ranch Homeowners Association.

2. Article 1, Section 3, entitled "Easements and Rights of Way" shall be deleted in its entirety.

3. Article 2, Section 2, the first sentence shall be amended to read as follows:

The first directors and officers of this association shall consist of MICHAEL H. WALLACE, ROBERT H. MILLER and DON CAMPBELL, and two owners of the parcels covered by this declaration who shall be appointed by the first three directors mentioned above.

IN WITNESS WHEREOF, CRESTON HILLS RANCH, a partnership, has executed this instrument the day and year written above.

CRESTON HILLS RANCH, a partnership;

By:


ROBERT H. MILLER, Partner


MICHAEL H. WALLACE, Partner

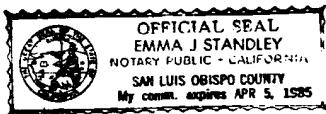
CERTIFICATE OF ACKNOWLEDGEMENT

62-4202 (Individual) Rev. 1/83

STATE OF CALIFORNIA
County of San Luis Obispo } ss.

On this 19th day of December, in the year 1983, before me, Emma J. Standley
a Notary Public for the State of California, personally appeared Robert H. Miller

Official Seal



personally known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is subscribed to this instrument, and ac-
knowledgeed that he executed it.

Emma J. Standley

Notary Public for the State of California

STATE OF CALIFORNIA,
COUNTY OF SAN LUIS OBISPO } ss.

December 19, 1983

ON before me, the undersigned, a Notary Public in and for said State, personally appeared

Michael H. Wallace

known to me,
to be the person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Joyce H. Jue

Notary Public in and for said State.

ACKNOWLEDGMENT, General, Wolcotts Form 233-R2v, 3/84

END OF DOCUMENT

VOL 2550 PAGE 193

Recording Requested by:
Nordman, Cormany, Hair & Compton
Attn: Kevin L. Rose, Esq.
625 North "A" Street, PO Box 1232
Oxnard, CA 93032-1232

DOC NO. **59890**
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CA

And When Recorded Mail to:
Nordman, Cormany, Hair & Compton
Attn: Kevin L. Rose, Esq.
625 North "A" Street, PO Box 1232
Oxnard, CA 93032-1232

AUG 27 1990

FRANCIS M. COONEY
County Clerk-Recorder
TIME 11:30 AM

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE
RESTRICTIONS FOR CRESTON HILLS RANCH

This AMENDMENT TO DECLARATION is made on August 24,
1983, by CRESTON HILLS RANCH, a partnership, of San Luis Obispo
County, California, (hereinafter referred to as "Declarant").

R E C I T A L S

A. On February 10, 1982, Declarant executed a
Declaration of Protective Restrictions for CRESTON HILLS RANCH,
more particularly identified as Lots 1 through 17 of COAL-81-234,
in the County of San Luis Obispo, State of California, recorded
February 11, 1982, in Book 31, page 53 of Parcel Maps, in the
office of the County Recorder of said County. Said Declaration of
Protective Restrictions (hereinafter referred to as the
"Declaration") was subsequently recorded in the office of the
County Recorder of San Luis Obispo County, California, on
March 17, 1982, commencing at Volume 2394, Page 265.

B. By way of an Amendment to Declaration of Protective
Restrictions, recorded in the office of the County Recorder of San
Luis Obispo County, California, on December 19, 1983, commencing
at Volume 2550, Page 151, the Declaration was amended by
Declarant.

C. Pursuant to Article III, Section 1 (a) (2), of the
Declaration, Declarant, Creston Hills Ranch Homeowners
Association, and the undersigned owners of record, which owners
own more than two-thirds (2/3) in area of all lands held in

private ownership, hereby further amend the Declaration as herein-
after set forth:

1. Article II, Section 4, shall be amended to read in
its entirety as follows:

"Each assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the owner or owners against whom the same is assessed. In the event of a default in payment of any such assessment and in addition to any other remedies herein or provided by law, the Association may enforce each obligation by either or both of the following procedures:

(a) **Enforcement by Suit** - The Association may bring suit at law to enforce each such assessment obligation. Any judgment rendered in any such action shall include a sum for reasonable attorney's fees and costs in such amount as the Court shall award against the defaulting owner. In the event the matter is settled prior to adjudication, reasonable attorney's fees and costs shall be paid to the Association by the defaulting owner.

(b) **Enforcement by Lien** - At any time after the occurrence of any such default, the Association may make a demand for payment to the defaulting owner. Said demand shall state the amount and the date of the delinquency. If such delinquency is not paid within ten (10) days after delivery of such notice, the Association may elect to record a Notice of Claim of Lien against the parcel or parcels of such delinquent owner:

Such Notice of Claim of Lien shall state;

1. The name of the delinquent owner;
2. The legal description and street address, if any, of the parcel(s) against which the claim of lien is made;
3. The amount claimed to be due and owing (with any proper off-set allowed);
4. That the claim of lien is made by the Association pursuant to the terms of the Declaration of Protective Restrictions; and
5. That a lien is claimed against the parcel in an amount equal to the amount of the stated delinquency.

(i) **Foreclosure** - Upon recordation of a duly executed original or copy of such claim of lien by the San Luis Obispo County Recorder, the lien claim therein shall immediately attach and become effective subject only to the limitations thereafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien, but any number of defaults may be included within a single claim of lien. The Association is hereby vested with the right and power actions to enforce the aforesaid lien by any and all methods available for the enforcement of liens including, without limitation, the right to foreclose said lien by any method provided by law for

foreclosure of a mortgage, and the right to sell the owner's interest by power of sale, which may be enforced by the Association, its attorney or other person authorized to bring such action or make such sale. A sale of an owner's interest by power of sale shall be conducted in the same manner provided in California Civil Code §§2924, 2924a, 2924b, 2924c, 2924f and 2924g (or any similar statutory provisions that may hereafter exist for the foreclosure by power of sale of mortgages). Such provisions shall be applied and adapted to the foreclosure of the lien by power of sale to the fullest extent reasonably possible in view of the differences between the lien and mortgages generally (for example, "trustor" as used in the statute would refer to the "delinquent owner" and "beneficiary" would refer to the "Association"). The Association shall have the power to bid in its own name on the property sold and to hold, lease, mortgage and convey the same for the benefit of all the owners. Declarant shall also have the power to bid in its own name on the property sold and to hold, lease, mortgage and convey the same. All rights and remedies granted to the Association hereunder shall be cumulative and the exercise of one or more rights or remedies shall not constitute a waiver or election preventing the use of other rights and remedies. The Association shall be entitled to collect from a defaulting owner all costs and attorneys fees incurred in connection with pursuing the collection of said assessments and/or the enforcement of said lien.

(ii) Subordination - The liens created hereunder upon any parcel shall be subject to and shall not affect the rights of the holder of an indebtedness made in good faith, for value and secured by a recorded trust deed upon such parcel in favor of or for the benefit of an institutional lender (meaning bank, insurance company, pension fund, savings and loan or building and loan association), Declarant or any entity in which Declarant owns an interest. However, after the foreclosure of any such trust deed, there may be a lien created on the interest of the purchaser as an owner after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the same manner as provided herein."

2. Section 5 is hereby added to Article II of the Declaration, which section shall read in its entirety as follows:

"The Association is hereby authorized to take any action, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce this Declaration, and any of the restrictions, covenants, and/or conditions thereunder."

3. Article III, Section 1 (a) shall be amended to read in its entirety as follows:

"(a) Amendment of this Declaration may be made and effected from time to time by the written consent, duly executed and recorded, of the Declarant and the owners of record of at least a majority of the parcels covered by the restrictions, conditions, covenants, reservations, liens or charges which are to be so amended, changed, modified or terminated."

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

CRESTON HILLS RANCH, a California
general partnership

OWNERS

By: Robert Miller
(Please Print Name)
[Signature]
(Signature)

Partner

By: Raymond W. Smith
(Please Print Name)
[Signature]
(Signature)

By: DIPER WEEVERLY
(Please Print Name)
[Signature]
(Signature)

CRESTON HILLS RANCH HOMEOWNERS
ASSOCIATION, a California
non-profit mutual benefit
corporation

By: WALT R. AST JR
(Please Print Name)
[Signature]
(Signature)

Robert L. Graham, President
(Please Print Name and Title)

Robert L. Graham
(Signature)

By: JOHN W. MEYER
(Please Print Name)
[Signature]
(Signature)

By: Robert L. Graham
(Please Print Name)
Robert L. Graham
(Signature)

By: Robert H. Miller
(Please Print Name)
[Signature]
(Signature)

By: Elden Goldsmith
(Please Print Name)
[Signature]
(Signature)

OWNERS

By: TERRELL F. McELIGOTT
(Please Print Name)

Terrell F. McEligott
(Signature)

By: JAMES T. DIETCH
(Please Print Name)

James T. Dietz
(Signature)

By: JOHN D. CARGILL
(Please Print Name)

John D. Cargill
(Signature)

By: KATHLEEN RYAN
(Please Print Name)

Kathleen Ryan
(Signature)

By: W. BRENT COOPER
(Please Print Name)

W. Brent Cooper
(Signature)

By: Richard Hymas Simons
(Please Print Name)

Richard Hymas Simons
(Signature)

By: Jordan L. UTTAL
(Please Print Name)

Jordan L. Uttal
(Signature)

Owners

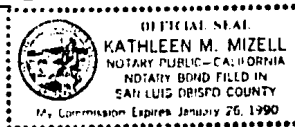
STATE OF CALIFORNIA)
COUNTY OF San Luis Obispo) SS.

On Sept. 24th, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert H. Miller, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
WITNESS my hand and official seal.

Signature

Kathleen M. Mizell

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



On Sept. 24th, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Graham, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Association President, and Walt R. Adams, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Association Secretary of the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

Signature

Kathleen M. Mizell

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



On Sept. 24th, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond W. Smith, 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 that he executed the same.
WITNESS my hand and official seal.

Signature

Kathleen M. Mizell

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



On Sept. 24th, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared John W. Meyer, 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 that he executed the same.
WITNESS my hand and official seal.

Signature

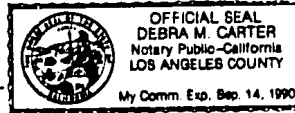
Kathleen M. Mizell



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On MAY 8TH, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared TERRELL F. McELLIGOTT, 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 that he executed the same.
WITNESS my hand and official seal.

Signature Debra M. Carter



STATE OF CALIFORNIA)
COUNTY OF Santa Barbara) SS.

On June 12, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN D. CARGILL (only), 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 that he executed the same.
WITNESS my hand and official seal.

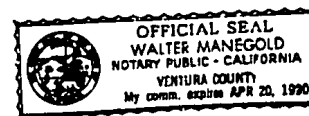
Signature Peggy M. Cochrane



STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.

On FEB 5TH 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared ELDON GOLDSMITH, 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 that he executed the same.
WITNESS my hand and official seal.

Signature Walter Manegold



STATE OF CALIFORNIA)
COUNTY OF San Diego) SS.

On January 23, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard H. Simon, 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 that he executed the same.
WITNESS my hand and official seal.

Signature Dianna C. Adair



STATE OF CALIFORNIA)
COUNTY OF Orange) SS.

On June 16, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared James T. Dutch, 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 that he executed the same.
WITNESS my hand and official seal.

Signature

Sharon R. Freeman



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

On June 20, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared Patricia Ryan, 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 that she executed the same.
WITNESS my hand and official seal.

Signature

Anamari M. Parent

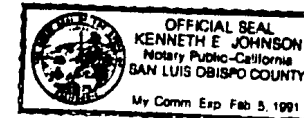


STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) SS.

On Aug 2, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared W. Brent Couffer, 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 that he executed the same.
WITNESS my hand and official seal.

Signature

Kenneth E. Johnson

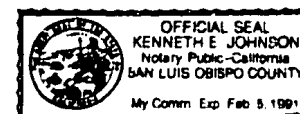


STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) SS.

On Aug 2, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard L. SIMONS, 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 that he executed the same.
WITNESS my hand and official seal.

Signature

Kenneth E. Johnson



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

On Sept. 24th, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared Piper Weckert, 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 that he executed the same.
WITNESS my hand and official seal.

Signature

Kathleen M. Mizell

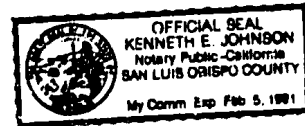


STATE OF CALIFORNIA)
COUNTY OF San Luis Obispo) SS.

On August 19, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared Jordan L. Wtorek, 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 that he executed the same.
WITNESS my hand and official seal.

Signature

Kenneth E. Johnson



STATE OF CALIFORNIA)
COUNTY OF _____) SS.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 that he executed the same.
WITNESS my hand and official seal.

Signature _____

STATE OF CALIFORNIA)
COUNTY OF _____) SS.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 that he executed the same.
WITNESS my hand and official seal.

Signature _____

STATE OF CALIFORNIA)
COUNTY OF _____) SS.

On _____ before me, the undersigned, a Notary Public in and
for said State, personally appeared _____
_____, 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 that _____ he
executed the same.
WITNESS my hand and official seal.

Signature _____

STATE OF CALIFORNIA)
COUNTY OF _____) SS.

On _____ before me, the undersigned, a Notary Public in and
for said State, personally appeared _____
_____, 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 that _____ he
executed the same.
WITNESS my hand and official seal.

Signature _____

RECORDING REQUESTED BY
JUDITH A. Schneider

WHEN RECORDED MAIL TO

Judith A. Schneider
Attorney at Law
P.O. Box 629
Creston, CA 93452

JULIE RODEWALD
San Luis Obispo County - Clerk/Recorder
Recorded at the request of
Public

SR
11/26/2001
9:44 AM

DOC#: 2001090951



Titles: 1	Pages: 22
Fees	70.00
Taxes	0.00
Others	0.00
PAID	\$70.00

DOCUMENT TITLE

Fourth Amendment to the Declaration of Protective Restrictions
CRESTON HILLS RANCH

Original Document Recorded March 17, 1982 No. 10598 Vol 2394
Pg 265

DECLARATION OF PROTECTIVE RESTRICTIONS

The intent of the Declaration of Protective Restrictions of Creston Hills Ranch is to protect the value of each individual's property as well as preserve the tranquility of the relationship between neighbors.

ARTICLE I

Section 1. MEMBERSHIP

The membership of this Association shall consist of all owners of record of the property subject to this Declaration. The Association shall be subject to all provisions and conditions contained in the Articles of Incorporation and or By-Laws of the Association, provided, however, that:

- a) The ownership of legal and/or equitable title of record to any parcel embraced within the property covered by this Declaration shall be required before a person may qualify for membership in the Association.
- b) The ownership of title to any parcel held as security for the payment or performance of an obligation or act shall not be the basis for membership in the Association.
- c) In no event shall more than one membership be issued based on the ownership of any one parcel, regardless of any difference in the ownership of legal title, or because of the ownership of such parcel in joint tenancy, tenancy in common or in any other undivided interest.
- d) There is hereby granted to and vested in said Association the right and authority to exercise such discretion; to give or to refuse to give such consents; and to do all such things as are permitted by or required of it to be done under the provisions of the foregoing restrictions, rights and easements and said Association is hereby granted the

further right and authority to waive, modify or cancel any or all of the foregoing restrictions, rights and easements if, in its judgment, by so doing, the best interests of said Creston Hills Ranch development would be materially injured thereby.

ARTICLE II

Section 1. USES OF PROPERTY

a) The property covered by this Declaration shall be used for residential or agricultural purposes only.

b) No building or structure shall be erected on any building site or upon any portion of the property covered by this Declaration which shall be used, designed or intended to be used for any purpose other than for a single family dwelling. This does not apply to barns, stables and similar appurtenant structures.

c) No such dwelling house, inclusive of garage, porches, verandas, porte cocheres and other similar projections or other buildings of any character whatsoever shall be erected, placed or suffered to remain on any parcel within one hundred (100) feet of any side line which adjoins another parcel in the Tract, nor within one hundred (100) feet of the front line.

d) No tent, trailer, mobile home, shack, barn, out buildings, gas or oil derrick, temporary living quarters or any structure or building other than the said dwelling house shall be erected, placed or suffered to remain on any parcel except the following:

1. A stable, providing it is of a size not greater than reasonably necessary to accommodate the number of animals permitted by these restrictions. Nothing herein contained shall be construed to prevent the construction and use of sleeping or living quarters in connection with such stable for bona fide servants employed in the care of such stable, dwelling house or grounds.

2. A garage, shed or any other building normally associated with an agricultural development provided that all such structures shall be placed on the parcel in accordance with the setback requirements in Section 1 (c).

e) All motor vehicles, machinery and equipment of any description, not displayed as decoration, must be shielded from view by walls and/or evergreen landscaping.

f) Any device or activity which shall endanger the health or unreasonably disturb the peace and quiet of the owners, tenants, or lessees within said Tract shall be deemed a nuisance and shall not be permitted. No rubbish or debris shall be placed or permitted to accumulate on any property.

g) Not more than one (1) horse, or one (1) pony, or one (1) head of cattle, or one (1) sheep per one (1) acre of land shall be kept or harbored on such parcel. No other kind of animals, except domesticated shall be kept or harbored on any parcel. No nuisance animals shall be allowed.

h) All fencing fronting any road used for ingress and egress shall conform in appearance and in use of material to the frontage fencing that now exists along Iron Gate Road and Twin Canyon Lane. Perimeter fencing facing the public roadways shall be maintained with a flat black finish paint (stain). Frontage fencing of each parcel (defined as fencing facing Iron Gate Road or Twin Canyon Lane) will be maintained with a very dark charcoal brown or flat black finish paint (stain). The perimeter fencing is owned by the property owner on which the fence resides. It is the responsibility of the property owner to maintain and repair the perimeter fence on his or her property and to cause such fencing to be kept in good condition at all times.

i) Hunting with firearms or any other weapon or implement is prohibited except by an owner to protect his or her property.

j) No commercial signage is allowed.

Section 2. APPROVAL OF PLANS AND ALTERATIONS

a) No part of the property covered by this Declaration shall be subdivided or re-subdivided. No Antiquated Subdivisions shall be activated unless each parcel consists of twenty (20) acres or more.

b) No construction of any nature can commence before plans, specifications, dimensions and location have followed the CC&R guidelines. The Board of directors shall have fourteen (14) days after receipt to approve or reject said plans, specification, dimensions.

c) The minimum square footage of the living area in any single-family dwelling shall be twenty five hundred (2,500) square feet exclusive of garages, porches, patios, covered walkways and overhangs. A two car garage is required. The owner of any vacant parcel shall install all electric power lines underground from the nearest existing source of Pacific Gas and Electric or successor service prior to the construction of a new home or other approved permanent structure. The maximum height of any manmade structure will be 35 (thirty five) feet. Any antennae or satellite dish shall be shielded from view.

ARTICLE III

Section 1. ASSOCIATION RIGHTS AND RESPONSIBILITIES

Creston Hills Ranch Homeowners' Association, a community association, a non-profit association organized under the laws of the State of California, shall have the right and power, subject to the other provisions of this Declaration and any limitation imposed thereby, to do and perform each and every of the following for the benefit, maintenance and improvement of the property covered by this Declaration to wit:

a) To establish an Architectural Review Committee comprised of two (2) members of the Board of Directors and three (3) volunteers from the membership of the Association, all appointed by the President. The Committee shall have the authority to review new structures or additions for any improvement to parcels under the jurisdiction of the Association to assure for compliance with the CC&R's.

b) To hold , improve, maintain, construct, pave, grade, repair roads, streets, or drains the board of director of the association deems to be of use or value to the property subject to the jurisdiction of the association.

c) To fix, establish or levy and collect annually or otherwise charges and/or assessments upon each and every building site or parcel and the improvements thereon embraced within the property subject to the jurisdiction of this Association, provided that the amount of each such charge or assessment shall be approved by a majority of homeowners of this Association, pursuant to the Bylaws provided that the amount of each such charge or assessment shall be approved by a majority of homeowners of this Association. If the authorized Association dues or assessment payments are not received by the due date, there shall be a late charge of 10% or \$50.00, whichever is greater. A late charge may not be imposed more than once on any delinquent payment but shall not eliminate or supersede any charges imposed on prior delinquent payments.

d) The Association shall have sole authority to fix and establish annually the amount of such annual charge or assessment (together with the penalties and costs of collection thereon) which charge or assessment shall be limited with respect to amount as hereinafter set forth. All such annual charges and assessments shall be made at a rate fixed by the Board of Directors of the Association subject to two-thirds membership approval.

e) Each assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the owner or owners against whom the same is assessed. In the event of a default in payment of any such assessment and in addition to any other remedies herein

or provided by law, the Association may enforce each obligation by either or both of the following procedures:

1. (Pursuant to California State Law) The Association may bring suit at law to enforce each such assessment obligation. Any judgment rendered in any such actions shall include a sum for reasonable attorney's fees and costs in such amount as the Court shall award against the defaulting owner. In the event the matter is settled prior to adjudication, reasonable attorney's fees and costs shall be paid to the Association by the defaulting owner.

2. (Pursuant to California State Law) At any time after the occurrence of any such default, the Association may make a demand for payment to the defaulting owner. Said demand shall state the amount and the date of the delinquency. If such delinquency is not paid within ten (10) days after delivery of such notice, the Association may elect to record a Notice of Claim of Lien against the parcel or parcels of such delinquent owner:

Such notice of Claim of Lien shall state,

- (a) The name of the delinquent owner,
- (b) The legal description and street address, if any, of the parcel(s) against which the claim of lien is made,
- (c) The amount claimed to be due and owing (with any proper off-set allowed),
- (d) That the claim of lien is made by the Association pursuant to the terms of the Declaration of Protective Restrictions, and
- (e) That a lien is claimed against the parcel(s) in an amount equal to the amount of the stated delinquency.

3. (Pursuant to California State Law) Upon recordation of a duly executed original or copy of such claim of lien by the San Luis Obispo County Recorder, the lien claim therein shall immediately attach and become effective subject only to the limitations

thereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien, but any number of defaults may be included within a single claim of lien. The Association is hereby vested with the right and power actions to enforce the aforesaid lien by any and all methods available for the enforcement of liens including, without limitation, the right to foreclose said lien by any method provided by law for foreclosure of a mortgage, and the right to sell the owner's interest by power of sale, which may be enforced by the Association, its attorney or other person authorized to bring such action or make such sale. A sale of an owner's interest by power of sale, which may be enforced by the Association, its attorney or other person authorized to bring such action or make such sale. A sale of an owner's interest by power of sale shall be conducted in the same manner provided in California Civil Code § § 2924, 2924a, 2924b, 2924c, 2924f and 2924g (or any similar statutory provisions that may hereafter exist for the foreclosure by power of sale of mortgages). Such provisions shall be applied and adapted to the foreclosure of the lien by power of sale to the fullest extent reasonably possible in view of the differences between the lien and mortgages generally (for example, "trustor" as used in the statute would refer to the "delinquent owner" and "beneficiary" would refer to the "Association"). The Association shall have the power to bid in its own name on the property sold and to hold, lease, mortgage and convey the same for the benefit of all the owners. Declarant shall also have the power to bid in its own name on the property sold and to hold, lease, mortgage and convey the same. All rights and remedies granted to the Association hereunder shall be cumulative and the exercise of one or more rights or remedies shall not constitute a waiver or election preventing the use of other rights and remedies. The Association shall be entitled to collect from a defaulting owner all costs and attorney's fees incurred in connection with pursuing the collection of said assessments and/or other enforcement of said lien.

4. The liens created hereunder upon any parcel, shall be subject to and shall not affect the rights of the holder of an indebtedness made in good faith, for value and secured by a recorded trust deed upon such parcel in favor of or for the benefit of an institutional lender (meaning bank, insurance company, pension fund, savings and loan or building and loan association), Declarant or any entity in which Declarant owns an

interest. However, after the foreclosure of any such trust deed, there may be a lien created on the interest of the purchaser as an owner after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the same manner as provided herein.

5. The Association is hereby authorized to take any action, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce this Declaration, and any of the restrictions, covenants, and/or conditions thereunder.

ARTICLE IV

Section 1. AMENDMENT AND DURATION

a) All of the restrictions, conditions, covenants, reservations, liens and charges set forth in this Declaration shall continue and remain in full force and effect at all times against said property covered by this Declaration, subject to the right to amend, change, modify and terminate provided for hereinafter, until January 1, 2012. All of said restrictions, conditions, covenants, reservations, liens and charges in this Declaration contained which are subject to expiration shall, as the same are in force immediately prior to such expiration, be continued automatically without further notice from that time for a period of ten (10) years and thereafter for successive periods of ten (10) years each without limitation, unless within six (6) months prior to January 1, 2012, or within six (6) months prior to the expiration of any successive ten (10) year period thereafter, a written agreement executed by the then two-thirds record owners of all lands covered by this Declaration.

b) Amendment of this Declaration may be made and effected from time to time according to the Laws of the State of California.

ARTICLE V

Section 1. ACCEPTANCE

Each Grantee and each Owner hereafter of any site or parcel included in said property covered by this Declaration or holder hereafter of a contract of sale or lease covering any site or parcel accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

Section 2. CONSTRUCTION

All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together; but if it shall at any time be held that any one or more of said restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, reservation, lien or charge or any part thereof, shall be thereby effected or impaired.

Section 3. OBSTRUCTIONS

Anything in this Declaration to the contrary notwithstanding, no gate or obstruction which blocks or interferes with ingress or egress or passage over or along any road or street or upon said property or any part thereof shall be constructed, maintained or permitted unless the same and the location thereof is expressly approved by Creston Hills Ranch provided, however, that, subject to all rights of ingress, egress and passage of all persons legally entitled to the same, a gate or gates may be constructed, maintained and operated by Creston Hills Ranch upon the property covered by this Declaration.

first written above.

OWNERS

By: William H Schneider
(Please Print Name)

William H Schneider
(Signature)

By: EDITH A. SCHNEIDER
(Please Print Name)

Edith A. Schneider
(Signature)

CRESTON HILLS RANCH HOMEOWNERS
ASSOCIATION, a California non-profit
Mutual benefit corporation

(Please Print Name and Title)

(Signature)

By: SALLY A. CHANDEN
(Please Print Name)

Sally A. Chanden
(Signature)

By: KAREN ALBA ROONEY
(Please Print Name)

Karen Alba Rooney
(Signature)

By: MICHAEL ROONEY
(Please Print Name)

Michael Rooney
(Signature)

By: _____
(Please Print Name)

(Signature)

By: _____
(Please Print Name)

(Signature)

STATE OF CALIFORNIA

COUNTY OF San Luis Obispo

ss.

On MAY 12, 2001 before me, C. Benjamin

personally appeared William H. Schoenly, Jr., J.D.
Schoenly, Sally A. Schoenly, Kristina A. Schoenly, Michael K. Schoenly

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.

C. Benjamin
Signature



(Seal)

ACKNOWLEDGMENT - All Purpose - Voluntary Form 237CA - Rev. 1-91
© 1991 WOLCOTT'S, INC. (price class 8-2)

first written above.

OWNERS

By AUDREY C. BEATTY
(Please Print Name)

Audrey C. Beatty
(Signature)

By ROBERT N. DRUE
(Please Print Name)

Robert N. Drue
(Signature)

CRESTON HILLS RANCH HOMEOWNERS
ASSOCIATION, a California non-profit
Mutual benefit corporation

(Please Print Name and Title)

(Signature)

By LUCKIE BEATTY
(Please Print Name)

Luckie Beatty
(Signature)

By JOHN P. VAUGHN
(Please Print Name)

John P. Vaughn
(Signature)

By MERILEE B. VAUGHN
(Please Print Name)

Merilee B. Vaughn
(Signature)

By UTTA
(Please Print Name)

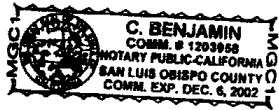
Uttal
(Signature)

By CHERE UTTAL
(Please Print Name)

Chere Uttal
(Signature)

STATE OF CALIFORNIA

COUNTY OF San Luis Obispo



SS.

On MAY 12, 2001 before me, C. Benjamin

personally appeared Ganley Beatty, John Vaughn, Marilyn Vaughn, and Cherie Little (here insert name and title of the officer),

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.

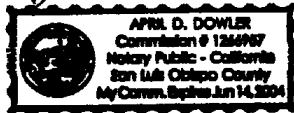
C. Benjamin
Signature

(Seal)

ACKNOWLEDGMENT—All Purpose—Notarize Form 237CA—Rev. 1-91
© 1991 WOLCOTT, INC. (pena class 6-2)

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

May 29, 2001



April D. Dowler
Notary Public

CRESTON HILLS RANCH HOMEOWNERS
ASSOCIATION, a California non-profit
Mutual benefit corporation

(Please Print Name and Title)

(Signature)

OWNERS

By: David Watson
(Please Print Name)

[Signature]
(Signature)

By: Suzanne [unclear]
(Please Print Name)

[Signature]
(Signature)

By: ISABEL A MEYER
(Please Print Name)

Isabel A. Meyer
(Signature)

By: _____
(Please Print Name)

(Signature)

By: _____
(Please Print Name)

(Signature)

By: _____
(Please Print Name)

(Signature)

By: _____
(Please Print Name)

(Signature)

first written above.

CRESTON HILLS RANCH HOMEOWNERS
ASSOCIATION, a California non-profit
Mutual benefit corporation

(Please Print Name and Title)

(Signature)

OWNERS

By: Tommy R. Blankenship
(Please Print Name)

Tommy R. Blankenship
(Signature)

By: Judy G. Blankenship
(Please Print Name)

Judy G. Blankenship
(Signature)

By: Barbara J. Anderson
(Please Print Name)

Barbara J. Anderson
(Signature)

By: Richard G. Anderson
(Please Print Name)

Richard G. Anderson
(Signature)

By: Kathleen Pilcher
(Please Print Name)

Kathleen Pilcher
(Signature)

By: HENRY W. PILCHER
(Please Print Name)

Henry W. Pilcher
(Signature)

By: Gregory A. Wilson
(Please Print Name)

Gregory A. Wilson
(Signature)

STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

ss.

On MAY 12, 2001 before me, C. Benjamin

(here insert name and title of the officer)

personally appeared Tommy R. Plankash, Jr., Judy G. Plankash, Jr.,
Barbara J. Anderson, Richard Anderson,
Kathleen Pichek, Henry W. Pichek,
Charles N. Watkins

, 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)

ACKNOWLEDGMENT - All Purpose - Wolcotts Form 237CA - Rev 1-91
© 1991 WOLCOTTS, INC. (price class 8-2)

C. Benjamin
Signature

first written above

OWNERS

By: Kristi M. Davis
(Please Print Name)
[Signature]
(Signature)

By: _____
(Please Print Name)

(Signature)

CRESTON HILLS RANCH HOMEOWNERS
ASSOCIATION, a California non-profit
Mutual benefit corporation

(Please Print Name and Title)

(Signature)

By: _____
(Please Print Name)

(Signature)

By: _____
(Please Print Name)

(Signature)

By: _____
(Please Print Name)

(Signature)

By: _____
(Please Print Name)

(Signature)

By: _____
(Please Print Name)

(Signature)

STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

On May 18, 2001 before me, M. SCHNEIDER
(Name, Title of Officer)

personally appeared LISA M. DRUE

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.

M. Schneider
(Signature of Notary Public)



(This area for notarial seal)

first written above

OWNERS

By HANS MUMPER
(Please Print Name)

Hans Mumper
(Signature)

By MAGDALENA MUMPER
(Please Print Name)

Magdalena Mumper
(Signature)

CRESTON HILLS RANCH HOMEOWNERS
ASSOCIATION, a California non-profit
Mutual benefit corporation

(Please Print Name and Title)

(Signature)

By: _____
(Please Print Name)

(Signature)

By: _____
(Please Print Name)

(Signature)

By: _____
(Please Print Name)

(Signature)

By: _____
(Please Print Name)

(Signature)

By: _____
(Please Print Name)

(Signature)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On 5/15/01 before me, Julie LaBarbera, personally appeared Hans Mumper and Magdalena Mumper.



☐ 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.

Julie LaBarbera
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☒ Individual
☐ Corporate Officer

Title

- ☐ Partner(s) ☐ Limited
☐ Attorney-in-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

DESCRIPTION OF ATTACHED DOCUMENT

Declaration of Protective Restrictions Creston Hills
Ranch Homeowners Association

Title or Type of Document

11

Number of Pages

5/15/01

Date of Document

None

Absent Signer (Principal) is Representing:

Signer(s) Other Than Name(s) Above

EXHIBIT "A"

Lots 1 through 17 of COAL-81-234, in the County of San Luis Obispo, State of California recorded February 11, 1982 in Book 31, page 53 of Parcel Maps, in the office of the County Recorder of said County.

END OF DOCUMENT

END OF DOCUMENT