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JULIE RODEWALD

San Luis Obispo County – Clerk/Recorder

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7/30/2014

11:16 AM

DOC# : 2014030727



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**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRACT 2636 DATED MAY 16, 2008**

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRACT 2636 DATED MAY 16, 2008**

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACT 2636 DATED MAY 16, 2008 (the "Second Amendment") is made and entered into as of June 25, 2014 (the "Effective Date") by Teixeira Investments, L.P., a California limited partnership ("TI"), KDT Properties, LLC, a California LLC ("KDT"), Brad Johnson and Barbara Johnson, husband and wife as joint tenants ("Johnson"), Justin S. Biely, a married man as his sole and separate property ("Biely"), Dean M. Teixeira and Nancy M. Teixeira, as Trustees of the Dean and Nancy Teixeira Living Trust dated November 24, 1986 ("Texiera"), Dave C. Wicklund, a single man ("Wicklund"), EMF Properties, LLC a California limited liability company ("EMF"), and Mal Hun Partnership, a California general partnership ("Mal Hun") (collectively referred to as the "Owners") with reference to the facts set forth in the following Recitals.

RECITALS

- A. As of the Effective Date, the Owners are collectively all the record owners of the real property in the County of San Luis Obispo, State of California described as Lots 1 through 7 inclusive of Tract 2636, as shown on the map recorded in Book 31, Pages 46 through 49 inclusive of Maps in the office of the County Recorder of the County of San Luis Obispo, State of California.
- B. As of the Effective Date, TI is the owner of record of Lots 2, 5 and 7 of Tract 2636. Mal Hun is the owner of record of Lot 4 of Tract 2636. KDT, Johnson, Biely, Teixeira, Wicklund, and EMF each own an undivided one-sixth (1/6th) interest in Lots 1, 3, and 6 of Tract 2636, all as tenants in common.
- C. By this Second Amendment, the Owners wish to amend the terms of that certain Declaration of Covenants Conditions and Restriction for Tract 2636 dated May 16, 2008 and recorded in the office of the San Luis Obispo County Recorder on July 2, 2008 (the "Original Declaration"), as amended by a First Amendment thereto dated March 3, 2014 and recorded in the office of the San Luis Obispo County Recorder on March 25, 2014 (the "First Amendment"). The Original Declaration and First Amendment are collectively known as the "Declaration."

NOW THEREFORE, pursuant to Article VII, Section 2 of the Declaration, the undersigned, representing all the owners of the Lots of Tract 2636, hereby amend said Declaration as follows:

Article IV, Section 1.(b), Size is hereby deleted and the following is substituted in its place:

“b) Size: Primary Residential Dwellings shall be a minimum size of 3,000 square feet. All Primary Residential Dwellings shall include an attached garage that can hold a minimum of three (3) cars. The minimum square footage for Primary Residential Dwellings shall not include the square footage of the required attached three-car garage. The size of Secondary Residential Dwellings shall be in accordance with County permitting.”

Except as provided herein, the Declaration, as amended from time to time and including this Second Amendment dated this date, shall remain in full force and effect according to its terms.

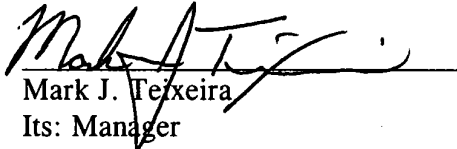
[signatures follow on next page]

IN WITNESS WHEREOF, the Owners have executed this Second Amendment as of the Effective Date first written above.

Teixeira Investments, L.P.,
a California limited partnership

By: **TLM, LLC,**
a California limited liability company
Its: General Partner

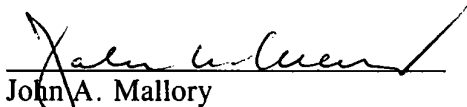
By:


Mark J. Teixeira
Its: Manager

Mal Hun Partnership,
a California general partnership

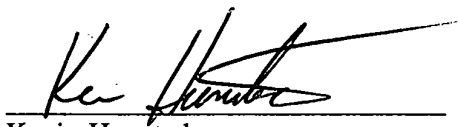
By: **John A. Mallory Investment Co, Inc.,**
a California corporation
Its: General Partner

By:


John A. Mallory
Its: President

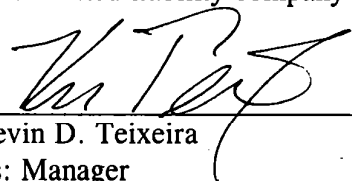
By: **Kevin Hunstad, Inc.,**
a California corporation
Its: General Partner

By:


Kevin Hunstad
Its: President

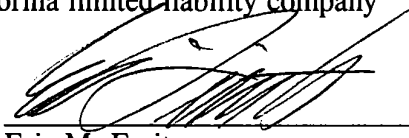
KDT Properties, LLC,
a California limited liability company

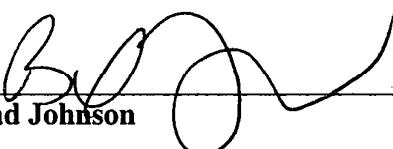
By:

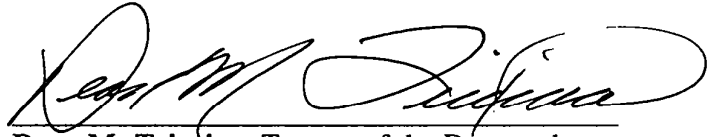

Kevin D. Teixeira
Its: Manager

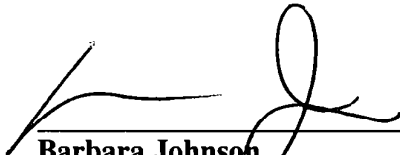
EMF Properties, LLC,
a California limited liability company

By:


Eric M. Freitas
Its: Manager

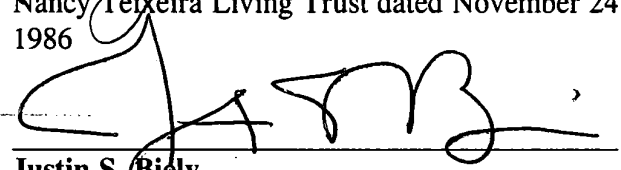


Brad Johnson

**Dean M. Teixeira, Trustee of the Dean and
Nancy Teixeira Living Trust dated November 24,
1986**

Barbara Johnson

**Nancy M. Teixeira, Trustee of the Dean and
Nancy Teixeira Living Trust dated November 24,
1986**

Dave C. Wicklund

Justin S. Biely

STATE OF CALIFORNIA

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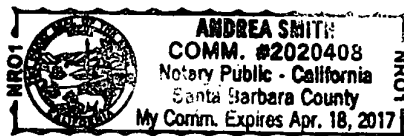
COUNTY OF SANTA BARBARA

On June 20, 2014, before me, Andrea Smith, a Notary Public, personally appeared **Mark J. Teixeira**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Smith (Seal)



STATE OF CALIFORNIA

)
)ss.

COUNTY OF SANTA BARBARA

On July 1, 2014, 2014, before me, Kimberly L. Carter Wood, a Notary Public, personally appeared **Kevin D. Teixeira**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kimberly L. Carter Wood (Seal)



STATE OF CALIFORNIA

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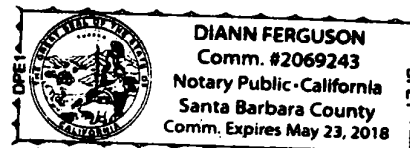
COUNTY OF SANTA BARBARA

On July 24, 2014, before me, Diann Ferguson, a Notary Public, personally appeared **Eric M. Freitas**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Diann Ferguson (Seal)



STATE OF CALIFORNIA

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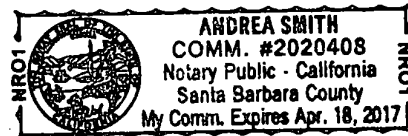
COUNTY OF SANTA BARBARA

On June 26, 2014, before me, Andrea Smith, a Notary Public, personally appeared **Brad Johnson**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Smith (Seal)



STATE OF CALIFORNIA

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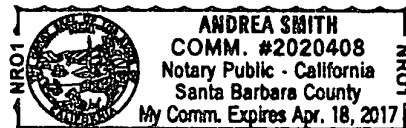
COUNTY OF SANTA BARBARA

On June 26, 2014, before me, Andrea Smith, a Notary Public, personally appeared **Barbara Johnson**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Smith (Seal)



STATE OF CALIFORNIA

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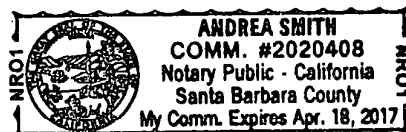
COUNTY OF SANTA BARBARA

On July 9, 2014, before me, Andrea Smith, a Notary Public, personally appeared **Justin S. Biely**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Smith (Seal)



STATE OF CALIFORNIA

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)ss.

COUNTY OF SANTA BARBARA

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On July 1, 2014, 2014, before me, Kimberly L. Carter Wood, a Notary Public, personally appeared **Dean M. Teixeira**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kimberly L. Carter Wood (Seal)



STATE OF CALIFORNIA

)
)ss.

COUNTY OF SANTA BARBARA

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On July 1, 2014, 2014, before me, Kimberly L. Carter Wood, a Notary Public, personally appeared **Nancy M. Teixeira**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kimberly L. Carter Wood (Seal)



STATE OF CALIFORNIA

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COUNTY OF SANTA BARBARA

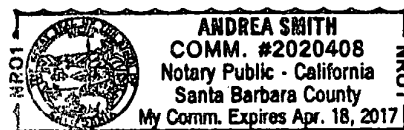
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On June 24, 2014, before me, Andrea Smith, a Notary Public, personally appeared **Dave C. Wicklund**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Smith (Seal)



STATE OF CALIFORNIA

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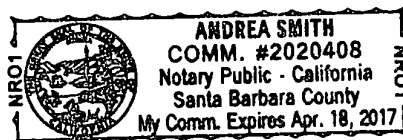
COUNTY OF SANTA BARBARA

On July 3, 2014, before me, Andrea Smith, a Notary Public, personally appeared **John A. Mallory**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Smith (Seal)



STATE OF CALIFORNIA

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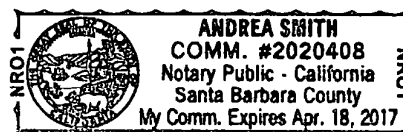
COUNTY OF SANTA BARBARA

On July 3, 2014, before me, Andrea Smith, a Notary Public, personally appeared **Kevin Hunstad**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Smith (Seal)



RECORDING REQUESTED BY

KIRK & SIMAS

WHEN RECORDED, MAIL TO:

**Brian F. Simas, Esq.
KIRK & SIMAS, PLC
2550 Professional Parkway
Santa Maria, CA 93455**

JULIE RODEWALD

San Luis Obispo County – Clerk/Recorder

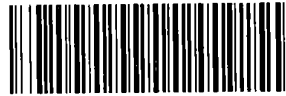
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Public**

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3/25/2014

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Titles: 1 Pages: 7

Fees	32.00
Taxes	0.00
Others	7.00
PAID	\$39.00

File # 14033.01

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRACT 2636 DATED MAY 16, 2008**

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRACT 2636 DATED MAY 16, 2008**

This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACT 2636 DATED MAY 16, 2008 (the "Amendment") is made and entered into as of March 3, 2014 (the "Effective Date") by Teixeira Investments, L.P., a California limited partnership ("TI"), KDT Properties, LLC, a California LLC ("KDT"), Brad Johnson and Barbara Johnson, husband and wife as joint tenants ("Johnson"), Justin S. Biely, a married man as his sole and separate property ("Biely"), Dean M. Teixeira and Nancy M. Teixeira, as Trustees of the Dean and Nancy Teixeira Living Trust dated November 24, 1986 ("Texiera"), Dave C. Wicklund, a single man ("Wicklund"), and EMF Properties, LLC a California limited liability company ("EMF") (collectively referred to as the "Owners") with reference to the facts set forth in the following Recitals.

RECITALS

- A. As of the Effective Date, the Owners are collectively all the record owners of the real property in the County of San Luis Obispo, State of California described as Lots 1 through 7 inclusive of Tract 2636, as shown on the map recorded in Book 31, Pages 46 through 49 inclusive of Maps in the office of the County Recorder of the County of San Luis Obispo, State of California.
- B. As of the Effective Date, TI is the owner of record of Lots 2, 4, 5 and 7 of Tract 2636. KDT, Johnson, Biely, Teixeira, Wicklund, and EMF each own an undivided one-sixth (1/6th) interest in Lots 1, 3, and 6, all as tenants in common.
- C. By this Amendment, the Owners wish to amend the terms of that certain Declaration of Covenants Conditions and Restriction for Tract 2636 dated May 16, 2008 and recorded in the office of the San Luis Obispo County Recorder on July 2, 2008 (the "Original Declaration").

NOW THEREFORE, pursuant to Article VII, Section 2 of the Original Declaration, the undersigned, representing all the owners of the Lots of Tract 2636, hereby amend said Original Declaration as follows:

Article III, Section 18, Driveways is hereby deleted and the following is substituted in its place:

"Section 18. Driveways. All driveways shall be constructed of concrete, asphalt, or brick. Driveways may also be constructed of decomposed granite if a border or curb constructed of stone or concrete is used to define the driveway boundaries. Under all circumstances, driveways shall be completed prior to occupancy of the residence constructed on any Lot."

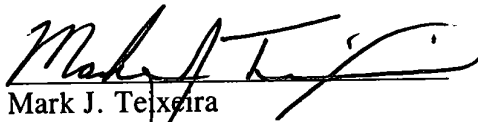
Except as provided herein, the Original Declaration, as amended from time to time and including this Amendment dated this date, shall remain in full force and effect according to its terms.

[signatures follow on next page]

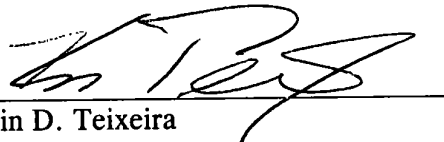
IN WITNESS WHEREOF, the Owners have executed this trust amendment as of the Effective Date first written above.

Teixeira Investments, L.P.,
a California limited partnership

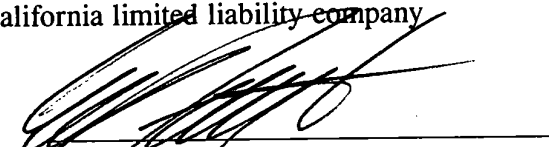
By: **TLM, LLC,**
a California limited liability company
Its: General Partner

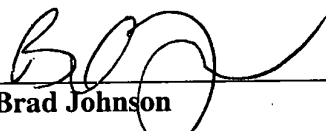
By: 
Mark J. Teixeira
Its: Manager

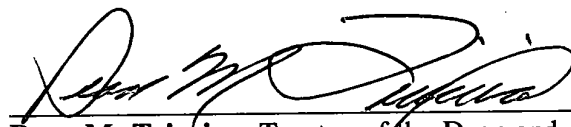
KDT Properties, LLC,
a California limited liability company

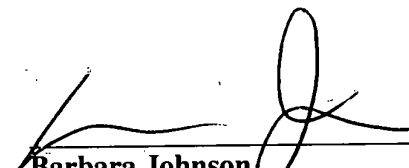
By: 
Kevin D. Teixeira
Its: Manager

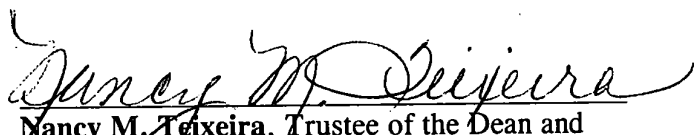
EMF Properties, LLC,
a California limited liability company

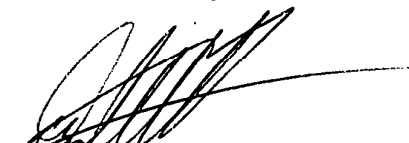
By: 
Eric M. Freitas
Its: Manager

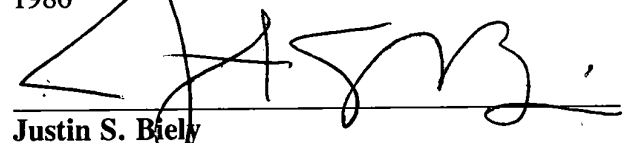

Brad Johnson


Dean M. Teixeira, Trustee of the Dean and
Nancy Teixeira Living Trust dated November 24,
1986


Barbara Johnson


Nancy M. Teixeira, Trustee of the Dean and
Nancy Teixeira Living Trust dated November 24,
1986


Dave C. Wicklund


Justin S. Biely

STATE OF CALIFORNIA

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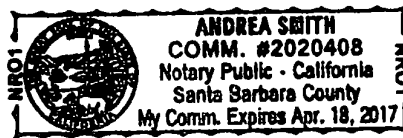
COUNTY OF SANTA BARBARA

On MARCH 10, 2014, before me, Andrea Smith, a Notary Public, personally appeared Mark J. Teixeira, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Smith (Seal)



STATE OF CALIFORNIA

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)ss.
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COUNTY OF SANTA BARBARA

On MARCH 10, 2014, before me, MARY A. LUCAS, a Notary Public, personally appeared Kevin D. Teixeira, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary A. Lucas (Seal)



STATE OF CALIFORNIA

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)ss.
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COUNTY OF SANTA BARBARA

On MARCH 13, 2014, before me, MARY A. LUCAS, a Notary Public, personally appeared Eric M. Freitas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary A. Lucas (Seal)



STATE OF CALIFORNIA

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)ss.

COUNTY OF SANTA BARBARA

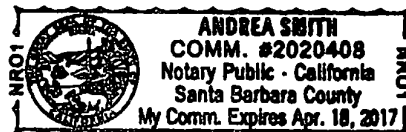
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On March 12, 2014, before me, Andrea Smith, a Notary Public, personally appeared **Brad Johnson**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Andrea Smith* (Seal)



STATE OF CALIFORNIA

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)ss.

COUNTY OF SANTA BARBARA

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On MARCH 13, 2014, before me, MARY A. LUCAS, a Notary Public, personally appeared **Barbara Johnson**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Mary A. Lucas* (Seal)



STATE OF CALIFORNIA

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COUNTY OF SANTA BARBARA

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On MARCH 20, 2014, 2014, before me, MARY A. LUCAS, a Notary Public, personally appeared **Justin S. Biely**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Mary A. Lucas* (Seal)



STATE OF CALIFORNIA

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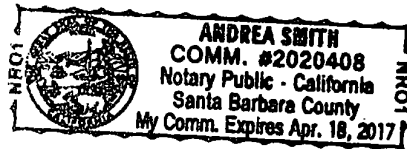
COUNTY OF SANTA BARBARA

On MARCH 12, 2014, before me, Andrea Smith, a Notary Public, personally appeared Dean M. Teixeira, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Smith (Seal)



STATE OF CALIFORNIA

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COUNTY OF SANTA BARBARA

On MARCH 11, 2014, before me, MARY A. LUCAS, a Notary Public, personally appeared Nancy M. Teixeira, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary A. Lucas (Seal)



STATE OF CALIFORNIA

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COUNTY OF SANTA BARBARA

On MARCH 4, 2014, before me, MARY A. LUCAS, a Notary Public, personally appeared Dave C. Wicklund, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary A. Lucas (Seal)



JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder
Recorded at the request of
First American Title Company

SN
7/02/2008
8:15 AM

DOC#: **2008034265**

Titles: 2 Pages: **13**

Fees	52.00
Taxes	0.00
Others	0.00
PAID	<u>\$52.00</u>

**RECORDING REQUESTED BY:
FIRST AMERICAN TITLE COMPANY**



When Recorded

Recording Requested By:

Matt To:

Avila Ventures, LLC
201 Station Way
Arroyo Grande, CA 93420
(805) 481-1884

SLO-2391259-LI

SPACE ABOVE FOR RECORDER'S USE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR TRACT 2636

A Residential Development

San Luis Obispo County

IF THIS DOCUMENT CONTAINS ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING AND HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 16th day of May, 2008 by Avila Ventures, LLC, a California limited liability company, hereinafter referred to as "Declarant".

RECITALS

WHEREAS, Declarant is the owner of certain real property in the County of San Luis Obispo, State of California, described as Lots 1 through 7 inclusive of Tract 2636, as shown on the map recorded in Book 31, Pages 46 through 49 inclusive of Maps in the office of the County Recorder of the County of San Luis Obispo, State of California.

WHEREAS, as a condition of approval for this subdivision, government entities have imposed a number of regulatory requirements on the Declarant, comprising covenants, conditions and restrictions, including on-going maintenance of the private easements within the subdivision, an agricultural buffer zone, air quality mitigation measures, and water conservation measures.

WHEREAS, it is the desire and intention of Declarant to subdivide and develop the Project and to sell and convey Lots therein subject to the covenants, conditions and restrictions set forth in this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Project shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, repaired, maintained and improved subject to the following easements, covenants, conditions and restrictions, all of which are in furtherance of a plan for the subdivision and improvement of the Project and sale of Lots therein, and which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project. All of the covenants, conditions and restrictions herein set forth shall run with the Project and shall be binding on all parties having or acquiring any right, and shall be for the benefit of each owner of any portions of the Project or any interest therein and shall inure to the benefit of and be binding upon each successor in interest of such owners.

I. DEFINITIONS

The following terms shall have the following meanings used in this Declaration, unless expressly provided otherwise.

1. **County:** The County of San Luis Obispo, a political subdivision of the State of California.
2. **Declarant:** and their successors and assigns.
3. **Declaration:** This Declaration, as from time to time amended, modified or supplemented.
4. **Lot:** Any of the Lots 1 through 7, inclusive, in Tract 2636, together with any improvements now or hereafter thereon.
5. **Owner:** The record owner or owners, if more than one, including Declarant. "Owner" shall also include a contract purchaser who is in possession of an interest in a Lot merely as security for the performance of an obligation.

6. **Project:** The real property described as Tract 2636, in the County of San Luis Obispo, State of California, according to map recorded in the office of the County Recorder of said County, subject to Declaration. The project shall be divided into lots, together with all structures, improvements, fixtures, installations and plantings now or hereafter constructed or installed on said real property.

II. CONDITIONS OF APPROVAL

1. Lemon Ranch Road, the access road to the subdivision, has been built to County Class A-1 standards, and it is the intention of Declarant to offer this road for dedication to the County. Until such time as the offer of dedication is accepted by the County, Lemon Ranch Road shall be maintained by Declarant.
2. Prior to issuance of grading and building permits for development on Lots 5, 6, and 7, plans shall show which of the existing pine trees adjacent to Willow Road shall be retained. The newly planted trees under a County-approved tree replacement plan shall be maintained by the owners of Lots 5, 6 and 7 until successfully established.
3. Prior to issuance of building permits for individual lot development, applicant shall submit an exterior lighting plan demonstrating how all exterior lighting shall be covered and shielded to minimize off-site glare.
4. Prior to sale of each individual lot and/or residence, Declarant shall provide each new landowner with a copy of the County Right-to-Farm Ordinance and notification regarding adjacent agricultural land uses. Notification shall include typical and potential hours of operation, the types of crops grown and the usual activities that may occur on properties with irrigated orchards or commercial nurseries. This would include noise, dust, odors, legal pesticide use, lights, nighttime operation, and early morning activity.
5. Prior to recordation of the final map, Declarant shall submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) approved by the State Water Resources Control Board. The Best Management Practices (BMPs) identified in the SWPPP shall be implemented during construction of tract and road improvements. The Best Management Practices identified in the Stormwater Pollution Prevention Plan (SWPPP) shall be implemented during construction of individual lot development.
6. Prior to issuance of building permits for development on the proposed parcels, proposed construction plans must include indoor water conservation measures including: low water-use toilets, showerheads, and faucets; automatic shut-off devices for bathroom and kitchen faucets; and point-of-use supplemental water heater systems or circulating hot water systems in bathrooms and kitchen. Landscape plans for the proposed parcels must include outdoor conservation measures including: limited landscape area, low water-use plant materials, limited turf area, soil moisture sensors, and drip irrigation systems.
7. Habitable structures shall not be permitted within the agricultural buffer areas as shown on the accompanying tract map (Exhibit A).

8. Habitable structures and outdoor areas accessory to residential uses shall not be permitted within the noise buffer area along the southern property boundary, as shown on the accompanying tract map (Exhibit A).
9. The construction of individual septic systems, leach fields, and associated improvements shall not be permitted within a 200-foot buffer zone surrounding the existing public well on Lot 5, as shown on the accompanying tract map (Exhibit A).

III. USE RESTRICTIONS

Use of the Project and each Lot therein shall be restricted in accordance with the following provisions herein contained.

1. **Land use and Building Type:** No Lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling and an attached private garage for a minimum of three cars, a guest house and outbuildings if permitted by local ordinances and approved by the County.
2. **Exemption:** Notwithstanding Section I above, Declarant, their successors and assigns, may use the property for purposes incidental and necessary for completion of construction and sales including the storage of equipment and posting of signs.
3. **Antennas/Satellite Dishes:** No radio, telephone or television receiving or transmitting antenna or external apparatus over 10 feet in height shall be installed on any Lot. No Citizen's band transmission or amateur broadcasting transmission shall be permitted within the Project. Satellite TV receivers not exceeding thirty-six (36) inches in diameter may be placed in side or rear yard areas so as not to be visible from adjoining Lots in the Project.
4. **Unobstructed Access:** All streets, driveways, private utility easements outside of any Lot shall remain unobstructed and shall not be used for any purpose other than ingress and egress and other intended uses.
5. **Combustible Materials:** No combustible or explosive materials, such as gasoline, kerosene, cleaning solvents and other flammable liquids shall be stored on any lot; provided, however, that reasonable amounts in legal containers may be stored in storage or garage areas. No tanks for such storage shall be installed anywhere on the Project.
6. **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 yard maintenance or the use, maintenance or construction of a private residence.
7. **Signs:** No sign or billboard of any kind shall be displayed to the public view on any portion of any Lot except a 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 of Lots during the construction and sale period.

8. **Temporary Structures:** No shed, tent, or other form of temporary building shall be erected, placed, maintained or used on any Lot, and no boat, trailer, truck, camper, recreational vehicle, or similar vehicle or structure shall be used for living accommodations while located on a Lot; with the exception that, during the construction of a permanent residence on a Lot, the owner may temporarily reside in a trailer or mobile home situated on his/her Lot as permitted by the County. Once the final occupancy permit and final sign-off of the building permit for the main residential dwelling is received from the County, the trailer or mobile home shall be removed, and under no circumstances shall the trailer or mobile home remain on the Lot for longer than eighteen (18) months.
9. **Trash Disposal:** Trash, garbage, or other waste shall be kept only in sanitary containers. No Lot owner or occupant of a Lot shall permit or cause any trash or refuse to be kept on any portion of his or her Lot other than in receptacles customarily used for such purposes, which shall be kept and maintained in an enclosed area not visible from any adjoining Lot or street except on the scheduled day(s) for trash pickup.
10. **Storage:** No piles of old lumber, metal or parts of machinery shall be stored on any Lot at any time.
11. **Off-road Vehicles:** Dirt bikes, motorcycles and ATV's shall not be driven on any property as entertainment. Tracks, trails and/or raceways in any shape or form intended for such purposes are prohibited. The use of properly muffled vehicles for maintenance purposes are allowed.
12. **Recreational Vehicles:** All recreation vehicles, including but not limited to boats, travel trailers, and motor homes shall be parked and/or stored as to screen their view from any street.
13. **Non-operational vehicles:** No non-operational vehicles shall be permitted to be repaired, stored, or located on any Lot other than in an enclosed garage.
14. **Maintenance/Repair:** No maintenance or construction of any vehicle, trailer, boat or other form of transportation shall take place outside of any garage.
15. **Animal Controls:** Small farm animals may be kept, raised, or maintained if kept at least 100 feet from any adjoining primary residential dwelling. Up to six hooved animals may be kept on any Lot at one time. No commercial animal raising or maintenance shall be permitted. All animals kept within any Lot must comply with all County zoning laws and regulations, and shall not at any time create a nuisance or unreasonable disturbance.
16. **Fencing:** All boundary and cross fences shall consist of only: (1) wood split rail, (2) vinyl rail, or (3) round or square treated pole rail. Non-climb wire may also be used and attached to the fences described above to keep animals or other entities in or out, but no barbed wire shall be allowed.

17. **Site Disturbance:** Grading of any site on a Lot shall be covered with topsoil to support hydro-seeding and landscaping. All slope areas shall be protected against erosion by hydro-seeding or landscaping.
18. **Driveways:** All driveways shall be constructed of concrete, asphalt, or brick, and shall be completed prior to occupancy of the residence constructed on any Lot.

IV. SITE IMPROVEMENT AND DESIGN CRITERIA

1. Architectural Guidelines:
 - a) **House Construction:** The Primary Residential Dwelling and a Secondary Residential Dwelling must be of “stick” construction on a cement slab or raised foundation.
 - b) **Size:** Minimum size requirements for the Primary Residential Dwelling shall be 2,600 square feet with an attached garage for a minimum of three cars, with a Secondary Residential Dwelling as permitted by the County.
 - c) **Prefab Homes:** Manufactured and/or Mobile Homes are prohibited for either the Primary Residential Dwelling or a Secondary Residential Dwelling.
 - d) **Roofing:** Roofing for the Primary Residential Dwelling or a Secondary Residential Dwelling must be individual tiles of slate, terra cotta or cement. Rolled roofing, composition asphalt shingles, wood shakes and galvanized steel are prohibited.
 - e) **Dwelling Orientation and Outbuildings:** At least 50% of the front of the Primary Residential Dwelling shall face the Project access road (Lemon Ranch Road). On Lots 1-4, secondary barns and outbuildings shall be built to the side or rear of the Primary Residential Dwelling. On Lots 5-7, secondary barns and outbuildings shall be built only to the rear of the Primary Residential Dwelling. Build-your-own metal buildings are not allowed. Stick type construction of outbuildings are allowed provided the normal permitting process has been followed, and they are designed to harmonize with the Primary Residential Dwelling.
 - f) **Water Storage Tanks:** The maximum height of any water storage tank is limited to 10 feet. The desired capacity must be achieved with multiple tanks of less than 10 feet in height.

V. RETENTION BASIN MAINTENANCE ON LOT 7

1. The retention basin on the southwest corner of Lot 7 shall be maintained by the owner(s) of Lot 7, and the access easement leading to the basin shall not be obstructed.

VI. FENCE MAINTENANCE ON LOT 5

1. The solid wood fence surrounding the Nipomo Mesa Mutual Water Company well on Lot 5 shall be continuously maintained as a solid wood fence by the owner of Lot 5.

VII. MISCELLANEOUS

1. **Access and Maintenance Easements:** Access and maintenance easements are reserved as shown on the recorded subdivision map. No structure, or other obstruction, shall be permitted within these easements.
2. **Amendment:**
 - a. **Prior to Close of First Escrow:** Before the close of the first sale of a lot in the Project to a purchaser other than Declarant, this Declaration and any amendments to it may be amended in any respect or revoked by the Execution by Declarant and any Mortgagee of record of an instrument amending or revoking the Declaration and the recording of such instrument.
 - b. **Amendment of Owners:** After the close of the first sale of a lot to a purchaser other than Declarant, this Declaration may be amended by the vote of not less than five-sevenths (5/7) of all Owner's shares. For the purpose of voting, each Lot will represent one voting share, so that, for example, an owner of three lots shall have three votes when voting to amend this declaration.
 - c. **Effectivity:** 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 and signed and acknowledged by a majority of Owners who shall certify in said written instrument that at least five-sevenths (5/7) of all Owner's shares have been voted to approve such amendment. Provided, however, that no amendment which materially affects the ownership, possession or use of an Owner shall be valid unless the prior written consent of the California Real Estate Commissioner is obtained, to the extent that such consent is required by law.
 - d. **County approval required by certain amendments:** 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 Lemon Ranch Road, (b) the requirement to show the existing pine trees to be retained on Lots 5, 6, and 7, (c) the provisions requiring an exterior lighting plan, (d) the provision requiring disclosure of agricultural activities, (e) the provisions requiring implementation of the Stormwater Pollution Prevention Plan during individual lot development, (f) the provisions requiring construction plans to include indoor water conservation measures, (g) the provision requiring landscaping plans to include outdoor water conservation measures, (h) the provisions for agricultural buffer areas and associated building restrictions, (i) the provision for a noise buffer area

and associated building restrictions, and (j) the provision for a water well buffer area and associated building restrictions.

3. **Binding Effect, Term:** The covenants, conditions and restrictions of this Declaration shall run with the land and shall insure to the benefit of and be enforceable by any Owner, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for a period of ten (10) years, unless an instrument executed by a vote of not less than five-sevenths (5/7) of all Owner's shares, shall be recorded prior to the expiration of the original term hereof or any ten (10) year extension, canceling and terminating this Declaration.
4. **Enforcement of Restrictions:** After the date on which this instrument has been recorded, these covenants, conditions, servitudes, rights, reservations, limitations and restrictions 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 Owner. Failure to enforce any provisions hereof shall not constitute a waiver of the right to subsequently enforce said provision or any other hereof.
5. **Nuisance:** Every act or omission whereby any provision of this Declaration 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 action, by Declarant (so long as he is the Owner of a Lot), or any Owner.
6. **Declarant Liability:** So long as he is the Owner of a Lot, or any Owner. Neither Declarant nor any of its agents or employees shall be liable for any failure to provide any service or perform any duty, function or responsibility stated or provided for in this Declaration 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. **Waiver:** No waiver of any breach of any of the covenants or conditions of this Declaration shall constitute a waiver of any succeeding or preceding breach of the same or any other covenants or conditions contained herein.
8. **Cumulative Remedies:** Each remedy provided by this Declaration is cumulative and not exclusive.
9. **Partial Invalidity:** The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity of any provision of this Declaration shall not effect the validity or enforceability of any other provision.
10. **Binding Effect.** This Declaration, as well as any amendment thereto, and any valid action or directive made pursuant to it, shall be binding on the Declarant and all Owners, their heirs, successors and assigns, grantees, lessees, sublessees, contra purchasers, and guests of the Owners.
11. **Attorney's Fees:** In any action or proceeding whatsoever arising from rights or obligations established hereunder, a breach or threatened breach of this Declaration or actions for specific performance hereof, the prevailing party shall be entitled to

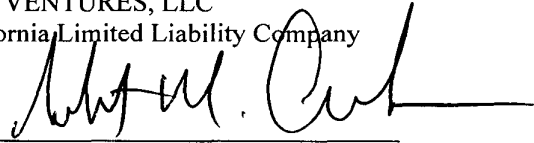
recover such reasonable sums as and for its attorney's fees as shall be fixed by the Court, either in the subject action or in a separate action.

12. **Number, Gender:** The singular shall include the plural and the plural the singular unless the context requires the contrary, and masculine, feminine or neuter shall each include the masculine, feminine or neuter, as the context requires.
13. **Easements (General Utilitics):** Each Lot shall be subject to such easements, if any, which are reasonable and necessary for the installation, maintenance, rewire, repair, reconstruction, and replacement of electric, telephone, cable television, water, gas and sanitary sewer lines, which are shown on recorded tract map, parcel map, or lot line adjustment map for this parcel.

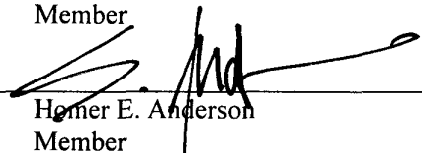
IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT

AVILA VENTURES, LLC
A California Limited Liability Company

By: 

Robert M. Anderson
Member

By: 

Homer E. Anderson
Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Barbara

On May 16, 2008 before me, Katherine Lemay, Notary Public

personally appeared Homer E. Anderson



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

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: Declaration of Covenants, Conditions & Restrictions

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On May 16, 2008 before me, Lee Ann Hampson, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Robert m Anderson
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lee Ann Hampson
Signature of Notary Public

Place Notary Seal Above

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.

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Document Date: _____ Number of Pages: _____

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Capacity(ies) Claimed by Signer(s)

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

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
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Signer Is Representing: _____

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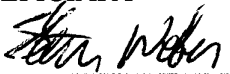
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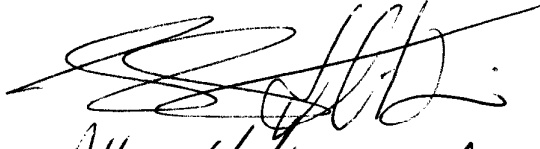
CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned, beneficiary under that certain Deed of Trust dated October 29, 2007, recorded as Document No. 2007072771 on November 5, 2007, 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 2636, executed by AVILA VENTURES, LLC, a California limited liability company, as Declarant, and agrees that the lien of the Deed of Trust shall be junior and subordinate and subject to the Declaration.

Dated: May 16, 2008.

BENEFICIARY

 Steen Weber
Sr. Vice President
Los Padres/Harrington Bank

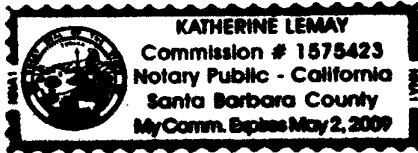

Allen Hafizi, Sr. Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Barbara

On May 16, 2008 before me, Katherine LeMay, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Steen Weber and Allen Hafiz
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

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☐ Attorney in Fact
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☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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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