

TAR SPRINGS CC&RS

ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.

RECORDING REQUESTED BY:

DOC. NO. **25566**
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CA

APR 16 1992

FRANCIS M. COONEY
County Clerk-Recorder
TIME 2:55 PM

AND WHEN RECORDED MAIL TO:

John W. Belsher, Esq.
Sinsheimer, Schiebelhut & Baggett
1010 Peach Street
San Luis Obispo, CA 93401

Space Above This Line For Recorder's Use

MAIL TAX STATEMENTS TO:

Richard I. Loomis
1273 Rich Court
San Luis Obispo, CA 93401

DOCUMENTARY TRANSFER TAX \$ 0
.... Computed on the consideration or value of property conveyed;
.... OR Computed on the consideration or value less liens or
encumbrances remaining at the time of sale

Barbara Hoffman

Signature of Declarant or Agent determining tax - Firm Name
Sinsheimer, Schiebelhut & Baggett

TAR SPRINGS RANCH DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, Tar Springs Ranch (the "Ranch"), described in Exhibit A hereto is owned by Patricia R. Loomis, John B. Loomis and Richard I. Loomis, as tenants in common (the "Owners"); and

WHEREAS, the Owners wish to establish individual ownership for certain individual parcels of the Ranch for estate planning purposes and for development by family members and, after expiration of the existing Williamson Act contract on the Ranch in 1994, by others; and

WHEREAS, the Owners have agreed upon an equal distribution of lots, to be accomplished subject to this Declaration, such that Patricia R. Loomis shall be deeded lots 10, 46, 47, 48, 52, 58, 59, 60, 67, 68, 70, 71, 73 and 74 of Tar Springs Rancho, in the County of San Luis Obispo, State of California, according to the map thereof recorded February 4, 1896 in Book A of Maps, in the office of the County Recorder (the "Map"), John B. Loomis shall be deeded lots 9, 37, 38, 49, 53, 54, 55, 56, 57, 61, 62, 63, 64, 65, 66 and 71 of the Map, and Richard I. Loomis shall be deeded lots 11, 13, 28, 29, 30, 31, 32, 33, 39, 40, 41, 44, 45, 69 and 72 (the lots identified in this paragraph shall be defined individually as "Parcel" and, collectively, as the "Parcels"); and

WHEREAS, the Owners have agreed to convey to Richard Loomis lot 23 of the Map, with the understanding that this lot is not a "Parcel," as defined in this Declaration; and

WHEREAS, water resources and access are limited on the Ranch; and

WHEREAS, the Owners intend to allow each parcel in the Ranch the opportunity to develop with one or more residences and, to the extent resources permit, with agriculture; and

WHEREAS, the Owners desire to preserve the possibility of a Common Interest Residential Development on the Ranch, as defined herein, to include primarily residential uses, and possibly ancillary agricultural and commercial uses; and

WHEREAS, the Owners desire to remain in compliance with the Williamson Act contract covering the Ranch, pending its expiration in 1994,

NOW, THEREFORE, the Owners hereby declare that the Ranch lots are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the

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VOL 3869 PAGE 568

following covenants, conditions and restrictions, all of which are intended to advance, promote and implement the foregoing statements of intention:

1. Conveyances

The Owners shall convey fee title to lots 10, 46, 47, 48, 52, 58, 59, 60, 67, 68, 70, 71, 73 and 74 of the Map to Patricia R. Loomis; lots 9, 37, 38, 49, 53, 54, 55, 56, 57, 61, 62, 63, 64, 65, 66 and 71 of the Map to John B. Loomis; and lots 11, 13, 23, 28, 29, 30, 31, 32, 33, 39, 40, 41, 44, 45, 69 and 72 of the Map to Richard I. Loomis.

2. Road Easements

a. Each Parcel is entitled to take access from (1) the County road or (2) any of the existing ranch roads (or paper roads shown on the Map to be) contiguous to said Parcel (hereafter the "County Road" and the "Ranch Road"). Road locations may be revised and defined in the future pursuant to paragraph 9, below.

b. In the event the County Road or Ranch Road is not, in fact, contiguous with said Parcel, an easement for access arises over any Ranch lot between said Parcel and the County Road or Ranch Road. Parcel boundaries may be adjusted to make the Parcels contiguous with the County Road or the Ranch Road, as provided in paragraph 9, below.

c. In the event the County or other authority denies use of the County Road or the Ranch Road for access to a Parcel, or the Owners or their successors in interest desire to abandon or have abandoned the Ranch Road, an easement exists over all other Ranch lots to the extent reasonably necessary to provide access to said Parcel.

d. The cost of improvement and maintenance of the Ranch Road shall be apportioned on a per lot basis (1) among all Ranch lots which have residences, and whose residents use the Ranch Road, and (2) among all Parcels with residences which do not use the Ranch Road for access. The owner of a lot with residential access to the Ranch Road, or the owner of a Parcel without access to the Ranch Road, which establishes the first residence on the lot after improvement(s) have already been made to the Ranch Road, shall repay to the other lot owners advancing costs of such improvement the apportionment it would have had to pay at the time the improvement was made, had there been a residence on said lot at that time.

e. Provided notice and an opportunity to respond is first given, where possible, any lot owner may advance funds to accomplish necessary repairs, maintenance or improvement to the

Ranch Road and recover the amount owed by another lot owner from that owner, as provided herein. Such an advance shall create a lien against said other lot(s).

f. An easement exists over all Ranch lots for access to a "Common Interest Residential Development" on the Ranch. A Common Interest Residential Development is defined to include any primarily residential development by all three Owners or their heirs owning one or more Ranch lots, which includes two or more Ranch lots with common property interests to promote development, other than those contained in this Declaration. The cost of improvement and future repairs and maintenance shall be borne by the owners of the lots within the Common Interest Residential Development.

g. The easements described in this paragraph shall be consistent with the limitations on development described in this Declaration.

3. Water Easements.

a. Each Ranch lot shall have the right to explore for and to enjoy the use of water developed on any Parcel. Exploration by one lot owner on a Parcel shall be reasonable and only undertaken after written notice to the owner of said Parcel.

b. The existing "Main Well" and the "Picnic Well" shall continue to be owned by the Owners, as tenants in common. Each Ranch lot shall have a right to water from the "Main Well" and the "Picnic Well", or a well replacing either of said wells.

c. Each Ranch lot shall be responsible for a pro-rata share of costs for installation of any new well, including exploration costs associated therewith, based upon the number of Ranch lots electing to share said new well.

d. Each Ranch lot shall be responsible for a pro-rata share of costs for any new delivery system serving said lot based upon the number of Ranch lots electing to use said new delivery system.

e. Each Ranch lot shall be responsible for a pro-rata share of costs for maintenance and operational costs of any new or existing well based upon said lot's percentage of total usage of water from said well during the previous calendar year (or projected annual use, if costs are attributable to an owner who has used such a well for less than a full calendar year). Meters may have to be installed in the future to determine the percentage of total usage.

f. Each lot owner shall be responsible for a pro-rata share of costs of maintenance and operational costs of any new or existing delivery system based upon said lot's percentage of total usage of said delivery system during the previous calendar year (or projected annual use, if costs are attributable to an owner who has used such a delivery system for less than a full calendar year). Meters may have to be installed in the future to determine the percentage of total usage.

g. Provided notice and an opportunity to respond is first given, where possible, any Ranch lot owner may advance funds to accomplish necessary repairs, maintenance or operational costs permitted by this Declaration and recover the amount owed by another Ranch lot owner pursuant to this Declaration from that owner. Such an advance shall create a lien against the other lot(s).

h. An easement exists over all Ranch lots for exploration and development of water resources necessary to serve a Common Interest Residential Development on the Ranch. The cost of improvement and future repairs and maintenance shall be borne by the owners of the lots within the Common Interest Residential Development, and if other lots choose to use this water supply, based upon projected and, once development is completed, actual percentage use.

4. Each Parcel shall have the right to develop and use vehicular access and water delineated herein necessary to provide for residential development allowed by the County's density standards. To the extent surplus water exists after satisfying all such existing residential development, Parcel owners may engage in agricultural pursuits, provided water use is reasonable and does not cause long-term damage to any Ranch water supply or delivery system. Non-residential and non-agricultural pursuits which are not ancillary to residential uses shall only be permissible if agreed to in writing by all other owners of Ranch lots.

5. An easement for utilities serving any part of the Ranch exists over each Ranch lot.

6. Parcel owners may install mobilehomes up through 1999. All mobilehomes shall be removed from the Ranch by the end of 2005.

7. No Parcel may be conveyed outside the Owners' immediate family before termination of the existing Williamson Act contract in 1994. Until that time, the Parcels shall be used only for agriculture and for residences for immediate family or ranch help.

8. Parcel owners shall cooperate in and shall not object to, nor otherwise interfere with the planning or development of a Common Interest Residential Development on the Ranch. The Owners shall continue to operate the cattle and other agricultural operations on the Ranch by joint management and shall be entitled to the profits of any cattle operations conducted on the Ranch. Lot owners wishing to prevent cattle or other Ranch operations on their lot have the responsibility to fence off said operations.

9. Actual road locations may be different from the County Road and paper roads shown on the Map. Existing road locations are more precisely shown on the aerial topography photo on file with Vaughan Surveys. At such time as a survey is completed by a licensed surveyor for one or more parcels, the exact locations of the County Road and the Ranch Road shall be disclosed to all Ranch lot owners. The Owners agree to cooperate in amending this Declaration to reflect such road locations. If any Parcel is bisected by the County Road or the Ranch Road, the Ranch lot owners agree to cooperate in lot line adjustments necessary to 1) re-establish Parcels which are not bisected by either the County Road or the Ranch Road and which have areas equal to those shown on the Map and 2) re-establish Parcels to accommodate residences built in reliance on the conveyance of a particular Parcel, which residences are mistakenly located outside, straddling or without adequate setbacks from Parcel property lines.

10. All Ranch lot owners agree to keep their lots free from rubbish, vegetation or other materials which create a fire hazard. All lot owners have the right to remove such materials and to recover the cost of such removal from the owner of the lot. Such an advance shall create a lien against the other lot(s).

11. Any Parcel owners may agree to create an association to administer the rights and obligations set forth in this Declaration, or any other rights of Parcel owners. Said association may include owners of lots of the Ranch other than the Parcels.

12. This Declaration may be amended only by the execution and recordation of an amendment by all Ranch lot owners.

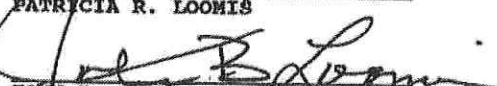
13. All of the covenants, conditions and restrictions provided above shall run with the real property and shall be binding upon all parties having or acquiring any right, title, or interest therein or any part thereof, and shall be for the benefit of each Owner of any portion of said project or any interest therein, and shall inure to the Owners thereof, their transferees, successors and assigns. All restrictions on the use or enjoyment

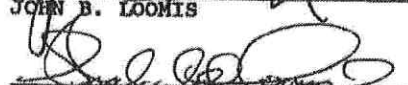
of any portion of the project provided in this Declaration are intended to be equitable servitudes and shall inure to the benefit and bind all Owners, their transferees, successors and assigns.

SIGNATURES

IN WITNESS WHEREOF, the undersigned have executed this instrument this 12th day of March, 1992.


PATRICIA R. LOOMIS


JOHN B. LOOMIS


RICHARD I. LOOMIS

STATE OF CALIFORNIA

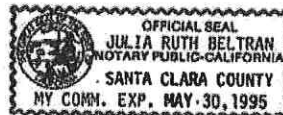
COUNTY OF Santa Clara

)
) ss.

On this Sixth day of February, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared PATRICIA R. LOOMIS, personally known to me/~~proved to me on the basis of satisfactory evidence to be the~~ person whose name is subscribed to this instrument, and acknowledged that she executed it.

WITNESS my hand and official seal.

Julia Ruth Beltran



STATE OF CALIFORNIA

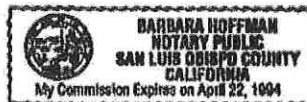
COUNTY OF SAN LUIS OBISPO

)
) ss.

On this 12th day of March, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN B. LOOMIS, personally known to me/~~proved to me on the basis of satisfactory evidence to be the~~ person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Barbara Hoffman



STATE OF CALIFORNIA

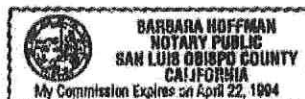
COUNTY OF SAN LUIS OBISPO

)
) ss.

On this 12th day of March, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD I. LOOMIS, personally known to me/~~proved to me on the basis of satisfactory evidence to be the~~ person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Barbara Hoffman



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0965001/013:92

EXHIBIT "A"

PARCEL 1

Lots 1-13, 21-25 and 28-80 of the Tar Springs Rancho, in the County of San Luis Obispo, State of California, according to map filed for record February 4, 1896 in Book A at page 40 of Maps.

EXCEPTING therefrom all oil, gas and other minerals of whatever nature or description, in, on or under said lands, and all the rights of ownership therein, together with the right of exploring, prospecting, mining, developing and operating for, any and all of said mineral products upon the said lands, together with the right of using and developing water for such operations, and of erecting on said land telephone and telegraph lines, buildings, storage tanks, reservoirs, pipe lines, boilers, derricks, and all machinery and equipment convenient or necessary in and about the business of prospecting, mining, developing, manufacturing or operating for all of said products, or manufacturing by-products therefrom, together with the right to remove any buildings, machinery, pipe lines or any other property erected or placed on or under said land in connection with said operations; also reserving all necessary or convenient roads and rights of way over and across said lands in connection with the rights herein reserved, it being the intention to reserve all the rights of a full owner operating its own land, insofar as may be necessary to carry about the full enjoyment of the rights reserved, as reserved in the deed from Tar Springs Oil Company, a corporation, to C.E. Houchin, dated February 3, 1943 and recorded February 24, 1943 in Book 337 at page 65 of Official Records.

EXCEPTING therefrom that portion conveyed to John B. Loomis and Nancy T. Loomis, husband and wife as joint tenants in deed recorded July 11, 1961 in Book 1132 at page 203 of Official Records.

PARCEL 2

All that portion of the Rancho Santa Manuela, in the County of San Luis Obispo, State of California, being Tracts A and B of what is known as the Clapp Tract, as shown on the map of said Rancho Santa Manuela as surveyed by R. R. Harris in April, 1880, and filed for record in Book A, Page 72 of Maps, in the office of the County Recorder of said County, and more particularly described as follows:

Commencing at a point on the Northerly boundary of the Rancho Santa Manuela which is North 41°15' West, 191 chains from corner 17 of said Rancho, said point being marked as corner 14 of Frank Branch's

land, said point also being the true point of beginning; thence from said true point of beginning South 35°30' West, 93 chains; thence North 70°30' West, 67 chains; thence North 35°30' East, 126 chains to the Northerly boundary line of said Rancho to stake R. L. 14; thence along the Northerly boundary of said Rancho South 44°15' East, 65.50 chains to the point of beginning.

EXCEPTING all the oil, gas, and other minerals of whatever nature or description, in, on, or under said lands, and all the rights of ownership therein, together with the right of exploring, prospecting, mining, developing and operating for any and all of said mineral products upon the said land, together with the right of using and developing water for such operations, and of erecting on said land telephone and telegraph lines, buildings, storage tanks, reservoirs, pipe lines, boilers, derricks, and all machinery and equipment convenient or necessary in and about the business of prospecting, mining, developing, manufacturing, or operating for all of said products, or manufacturing by-products therefrom, together with the right to remove any buildings, machinery, pipe lines, or any other property erected or placed on or under said land in connection with said operations; also reserving all necessary or convenient roads and right-of-way over and across said lands in connection with the rights herein reserved, it being the intention to reserve all the rights of a full owner operating its own land, insofar as may be necessary to carry out the full enjoyment of the rights reserved, as executed and reserved in the deed from Tar Springs Oil Company, a corporation, to C. E. Houchin, dated February 3, 1943, and recorded February 24, 1943, in Book 337, Page 65 of Official Records, records of said County.

ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

John W. Belsher, ESQ.
SINSHEIMER, SCHIEBELHUT & BAGGETT
A Professional Corporation
1010 Peach Street
P.O. Box 31
San Luis Obispo, California 93406-0031

DOC. NO. 37526
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CA

JUN 04 1992

FRANCIS M. COONEY
County Clerk-Recorder
TIME 9:05 AM

Space Above This Line For Recorder's Use

AMENDMENT TO TAR SPRINGS RANCH DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, a Tar Springs Ranch Declaration of Covenants, Conditions and Restrictions was recorded on April 16, 1992, in Official Records, San Luis Obispo County, California, at Volume 3869, Page 568 ("Declaration"); and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as given those terms in the Declaration; and

WHEREAS, it was the intent of the Owners to make an equal distribution of the Ranch lots; and

WHEREAS, the Declaration provided for conveyance of Lot 71 of the Ranch to John B. Loomis and Patricia R. Loomis, instead of providing for the conveyance of Lot 71 of the Ranch to Patricia R. Loomis, only; and

WHEREAS, the Owners desire to correct the Declaration to accurately reflect the original intent of the Owners.

THEREFORE, the Owners hereby agree as follows:

1. Amendments. The Owners hereby amend the Declaration in the following respects:

a. The third paragraph of page 1 of the Declaration, shall be deleted in its entirety and replaced with the following:

WHEREAS, the Owners have agreed upon an equal distribution of lots, to be accomplished subject to this Declaration, such that Patricia R. Loomis shall be deeded lots 10, 46, 47, 48, 52, 58, 59, 60, 67, 68, 70, 71, 73 and 74 of Tar Springs Rancho, in the County of San Luis

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Obispo, State of California, according to the map thereof recorded February 4, 1896 in Book A of Maps, in the office of the County Recorder (the "Map"), John B. Loomis shall be deeded lots 9, 37, 38, 49, 53, 54, 55, 56, 57, 61, 62, 63, 64, 65, and 66 of the Map, and Richard I. Loomis shall be deeded lots 11, 13, 28, 29, 30, 31, 32, 33, 39, 40, 41, 44, 45, 69 and 72 (the lots identified in this paragraph shall be defined individually as "Parcel" and, collectively, as the "Parcels"); and

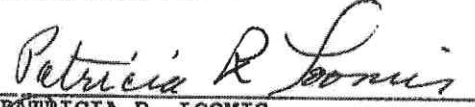
b. Paragraph number 1 of the Declaration entitled "Conveyances" shall be deleted in its entirety and replaced with the following:

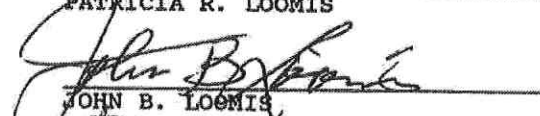
1. Conveyances

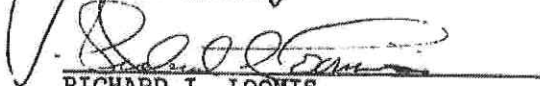
The Owners shall convey fee title to Lots 10, 46, 47, 48, 52, 58, 59, 60, 67, 68, 70, 71, 73 and 74 of the Map to Patricia R. Loomis; lots 9, 37, 38, 49, 53, 54, 55, 56, 57, 61, 62, 63, 64, 65 and 66 of the Map to John B. Loomis; and lots 11, 13, 23, 28, 29, 30, 31, 32, 33, 39, 40, 41, 44, 45, 69 and 72 of the Map to Richard I. Loomis.

2. The Declaration is amended only as provided herein; other than as provided herein, the Declaration shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Declaration, this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this instrument this second day of June, 1992.


PATRICIA R. LOOMIS


JOHN B. LOOMIS


RICHARD I. LOOMIS

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

On this 12th day of May, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Patricia R. Loomis, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

WITNESS my hand and official seal.

Julia Ruth Beltran



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

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared John B. Loomis, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

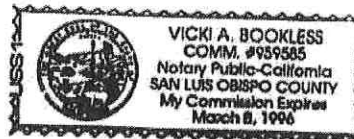
WITNESS my hand and official seal.

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

On this 2nd day of JUNE, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard I. Loomis, personally known to me/~~proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Vicki A. Bookless



GENERAL ACKNOWLEDGMENT

NO. 201

State of California
County of San Luis Obispo } ss.



On this the 26th day of May, 1992, before me,

Jovianne T. Osuch
the undersigned Notary Public, personally appeared

John B. Loomis

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Jovianne T. Osuch
Notary's Signature

7110 122

NATIONAL NOTARY ASSOCIATION • 23012 Venture Blvd. • P.O. Box 4026 • Woodland Hills, CA 91364

END OF DOCUMENT

VOL 3898 PAGE 787

ATTACHMENT

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Doc No: 1992-086009

Rec No: 33601

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

John W. Belsher, ESQ.
SINSHEIMER, SCHIEBELHUT & BAGGETT
A Professional Corporation
1010 Peach Street
P.O. Box 31
San Luis Obispo, California 93406-0031

Official Records
San Luis Obispo Co.
FRANCIS M. COONEY
Recorder
Dec 16, 1992
Time: 16:47

RF 17.00

00 [5] TOTAL 17.00

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SECOND AMENDMENT TO TAR SPRINGS RANCH DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, a Tar Springs Ranch Declaration of Covenants, Conditions and Restrictions was recorded on April 16, 1992, in Official Records, San Luis Obispo County, California, at Volume 3869, pages 568-576 ("Declaration"); and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as given those terms in the Declaration; and

WHEREAS, it was the intent of the Owners to make an equal distribution of the Ranch lots; and

WHEREAS, an Amendment to the Declaration was recorded on June 4, 1992; and

WHEREAS, the Owners desire to correct the legal description for the Declaration to conform to Exhibit A hereto; and

WHEREAS, the Amendment provided for conveyance of Lot 71 to Patricia R. Loomis; and

WHEREAS, to achieve an equal distribution of lots as intended by the Owners, it is necessary to convey Lot 71 to Richard I. Loomis and Lot 72 to Patricia R. Loomis;

NOW, THEREFORE, the Owners hereby agree as follows:

1. Amendments. The Owners hereby amend the Declaration in the following respects:

a. The third paragraph of page 1 of the Declaration, shall be deleted in its entirety and replaced with the following:

13:LmsAmd2.sgr
0329000/120992

WHEREAS, the Owners have agreed upon an equal distribution of lots, to be accomplished subject to this Declaration, such that Patricia R. Loomis shall be deeded lots 10, 46, 47, 48, 52, 58, 59, 60, 67, 68, 70, 72, 73 and 74 of Tar Springs Rancho, in the County of San Luis Obispo, State of California, according to the map thereof recorded February 4, 1896 in Book A of Maps, in the office of the County Recorder (the "Map"), John B. Loomis shall be deeded lots 9, 37, 38, 49, 53, 54, 55, 56, 57, 61, 62, 63, 64, 65, and 66 of the Map, and Richard I. Loomis shall be deeded lots 11, 13, 28, 29, 30, 31, 32, 33, 39, 40, 41, 44, 45, 69 and 71 (the lots identified in this paragraph shall be defined individually as "Parcel" and, collectively, as the "Parcels"); and

b. Paragraph number 1 of the Declaration entitled "Conveyances" shall be deleted in its entirety and replaced with the following:

1. Conveyances

The Owners shall convey fee title to Lots 10, 46, 47, 48, 52, 58, 59, 60, 67, 68, 70, 72, 73 and 74 of the Map to Patricia R. Loomis; lots 9, 37, 38, 49, 53, 54, 55, 56, 57, 61, 62, 63, 64, 65 and 66 of the Map to John B. Loomis; and lots 11, 13, 23, 28, 29, 30, 31, 32, 33, 39, 40, 41, 44, 45, 69 and 71 of the Map to Richard I. Loomis.

c. Paragraph 14 is added to read as follows:

14. Architectural Review Committee

The Owners hereby create an Architectural Review Committee, comprised initially of Richard I. Loomis and John B. Loomis, or their designees, and a third party with architectural or exterior design qualifications, who shall be appointed by and serve at the pleasure of the other two members of the Committee. Upon the death, incapacity or resignation of Richard I. Loomis or John B. Loomis, their position shall be filled by the eldest heir of said Owner (1) who owns all or a portion of a Ranch lot, or (2) if there is no such heir, the eldest heir.

Every structure constructed on a Parcel and all landscaping shall first be approved by the Committee consistent with guidelines developed by the Committee. Structures shall include dwellings, barns, corrals, satellite receiver dishes or antennas other than standard household antennas, fences and any other structure which meets the definition of structure in the current edition of the Uniform Building Code.

2. The Declaration is amended only as provided herein; other than as provided herein, the Declaration shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Declaration, this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 16th day of December, 1992.


PATRICIA R. LOOMIS


JOHN B. LOOMIS


RICHARD I. LOOMIS

STATE OF CALIFORNIA

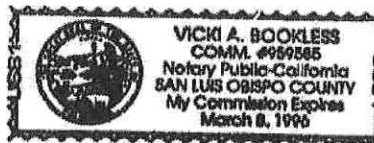
COUNTY OF SAN LUIS OBISPO

SS.

On this 9TH day of December, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Patricia R. Loomis, personally known to me/~~proved to me on the basis of satisfactory evidence to~~ be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

WITNESS my hand and official seal.

Vicki A. Bookless



STATE OF CALIFORNIA

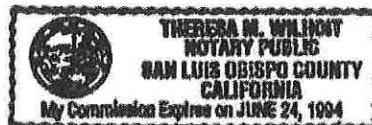
COUNTY OF SAN LUIS OBISPO

SS.

On this 16TH day of December, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared John B. Loomis, personally known to me/~~proved to me on the basis of satisfactory evidence to~~ be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Theresa M. Wilhoit



STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

SS.

On this 16TH day of December, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard I. Loomis, personally known to me/~~proved to me on the basis of satisfactory evidence to~~ be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Theresa M. Wilhoit



EXHIBIT "A"

Lots 1-13, 21-25 and 28-80 of the Tar Springs Rancho, in the County of San Luis Obispo, State of California, according to map filed for record February 4, 1896 in Book A at page 40 of Maps.

EXCEPTING therefrom all oil, gas and other minerals of whatever nature or description, in, on or under said lands, and all the rights of ownership therein, together with the right of exploring, prospecting, mining, developing and operating for, any and all of said mineral products upon the said lands, together with the right of using and developing water for such operations, and of erecting on said land telephone and telegraph lines, buildings, storage tanks, reservoirs, pipe lines, boilers, derricks, and all machinery and equipment convenient or necessary in and about the business of prospecting, mining, developing, manufacturing or operating for all of said products, or manufacturing by-products therefrom, together with the right to remove any buildings, machinery, pipe lines or any other property erected or placed on or under said land in connection with said operations; also reserving all necessary or convenient roads and rights of way over and across said lands in connection with the rights herein reserved, it being the intention to reserve all the rights of a full owner operating its own land, insofar as may be necessary to carry about the full enjoyment of the rights reserved, as reserved in the deed from Tar Springs Oil Company, a corporation, to C.E. Houchin, dated February 3, 1943 and recorded February 24, 1943 in Book 337 at page 65 of Official Records.

EXCEPTING therefrom that portion conveyed to John B. Loomis and Nancy T. Loomis, husband and wife as joint tenants in deed recorded July 11, 1961 in Book 1132 at page 203 of Official Records.

ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.

Recording requested by:
FIRST AMERICAN TITLE
ACCOMMODATION

Doc No: 1994-024243

Rec No: 00028959

WHEN RECORDED RETURN TO:

Robert K. Schiebelhut, ESQ.
SINSHEIMER, SCHIEBELHUT & BAGGETT
A Professional Corporation
1010 Peach Street
P.O. Box 31
San Luis Obispo, California 93406-0031

Official Records
San Luis Obispo Co.
Francis M. Cooney
Recorder
Apr 15, 1994
Time: 15:12

[14]

RF	46.00
TOTAL	46.00

Space Above This Line For Recorder's Use

THIRD AMENDMENT TO TAR SPRINGS RANCH DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, a Tar Springs Ranch Declaration of Covenants, Conditions and Restrictions was recorded on April 16, 1992, in Official Records, San Luis Obispo County, California, at Volume 3869, pages 568-576 ("Declaration"); and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as given those terms in the Declaration; and

WHEREAS, it was the intent of the Owners to make an equal distribution of the Ranch lots; and

WHEREAS, an Amendment to the Declaration was recorded on June 4, 1992; and

WHEREAS, a Second Amendment to the Declaration was recorded on December 15, 1992; and

WHEREAS, Owners desire to redefine certain rights and obligations of Ranch lot owners and delete certain Ranch lots from inclusion in the Declaration;

NOW, THEREFORE, the Owners hereby agree as follows:

1. Amendments. The Owners hereby amend the Declaration in the following respects:

a. Ranch lots 1 and 2 are hereby deleted from all rights and obligations contained in the Declaration;

b. Paragraph 2 of the Declaration, relating to Road Easements, is amended to read as follows:

map recorded 2-4-1996 in Book A at pg 40 of map 5.
1. Road Easements

a. Each Parcel is entitled to take access from (1) the County road or (2) any of the existing ranch roads (or paper roads shown on the Map to be) contiguous to said Parcel (hereafter the "County Road" and the "Ranch Road"). Road locations may be revised and defined in the future pursuant to paragraph 9, below.

b. In the event the County Road or Ranch Road is not, in fact, contiguous with said Parcel, an easement for access arises over any Ranch lot between said Parcel and the County Road or Ranch Road. Parcel boundaries may be adjusted to make the Parcels contiguous with the County Road or the Ranch Road, as provided in paragraph 9, below.

c. In the event the County or other authority denies use of the County Road or the Ranch Road for access to a Parcel, or the Owners or their successors in interest desire to abandon or have abandoned the Ranch Road, an easement exists over all other Ranch lots to the extent reasonably necessary to provide access to said Parcel.

d. The cost of improvement and maintenance of the Ranch Road shall be apportioned on a per lot basis among all Ranch lots which have residences, and whose residents use the Ranch Road. The owner of a lot with residential access to the Ranch Road, which establishes the first residence on the lot after improvement(s) have already been made to the Ranch Road, shall repay to the other lot owners advancing costs of such improvement the apportionment it would have had to pay at the time the improvement was made, had there been a residence on said lot at that time.

e. Provided notice and an opportunity to respond is first given, where possible, any lot owner may advance funds to accomplish necessary repairs, maintenance or improvement to the Ranch Road and recover the amount owed by another lot owner from that owner, as provided herein. Such an advance shall create a lien against said other lot(s).

f. An easement exists over all Ranch lots for access to a "Common Interest Residential Development" on the Ranch. A Common Interest Residential Development is defined to include any primarily residential development

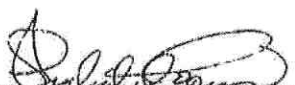
by all three Owners or their heirs owning one or more Ranch lots, which includes two or more Ranch lots with common property interests to promote development, other than those contained in this Declaration. The cost of improvement and future repairs and maintenance shall be borne by the owners of the lots within the Common Interest Residential Development.

g. The easements described in this paragraph shall be consistent with the limitations on development described in this Declaration.

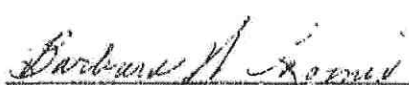
2. The Declaration is amended only as provided herein; other than as provided herein, the Declaration shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Declaration, this Amendment shall prevail.

3. This Amendment may be executed in counterparts.

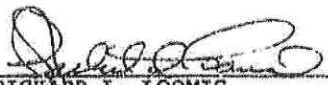
IN WITNESS WHEREOF, the undersigned have executed this instrument with the effective date of March 25, 1994.


RICHARD I. LOOMIS, Trustee of the
Richard I. Loomis Family Revocable
Trust U/D/T September 10, 1992

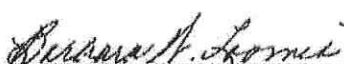
PATRICIA R. LOOMIS


BARBARA W. LOOMIS, Trustee of the
Richard I. Loomis Family Revocable
Trust U/D/T September 10, 1992

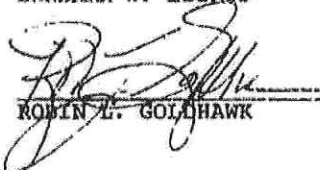

JOHN B. LOOMIS


RICHARD I. LOOMIS


EVELYN E. LOOMIS


BARBARA W. LOOMIS

MARK G. WELS


ROBIN L. GOLDHAWK

KATE L. WELS

GARY A. GOLDHAWK

WILLIAM H. MATTHEWS

DANIEL R. LOOMIS

SARAH M. MATTHEWS

DEBORAH L. LOOMIS

POLY F. FITZGERALD

PATRICK I. LOOMIS

FREDERICK L. LOOMIS-GENTHNER

LARGE ANN LOOMIS

MARY M. LOOMIS-GENTHNER

SCOTT A. WILSON

JOSEPH I. LOOMIS

JULIE M. WILSON

CAROL D. LOOMIS

by all three Owners or their heirs owning one or more Ranch lots, which includes two or more Ranch lots with common property interests to promote development, other than those contained in this Declaration. The cost of improvement and future repairs and maintenance shall be borne by the owners of the lots within the Common Interest Residential Development.

g. The easements described in this paragraph shall be consistent with the limitations on development described in this Declaration.

2. The Declaration is amended only as provided herein; other than as provided herein, the Declaration shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Declaration, this Amendment shall prevail.

3. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the undersigned have executed this instrument with the effective date of March 25, 1994.

RICHARD I. LOOMIS, Trustee of the
Richard I. Loomis Family Revocable
Trust U/D/T September 10, 1992

PATRICIA R. LOOMIS

BARBARA W. LOOMIS, Trustee of the
Richard I. Loomis Family Revocable
Trust U/D/T September 10, 1992

JOHN B. LOOMIS

RICHARD I. LOOMIS

EVELYN E. LOOMIS

BARBARA W. LOOMIS

Mark G. Wells
MARK G. WELLS

ROBIN L. GOLDBAWK

Kate L. Wells
KATE L. WELLS

by all three Owners or their heirs owning one or more Ranch lots, which includes two or more Ranch lots with common property interests to promote development, other than those contained in this Declaration. The cost of improvement and future repairs and maintenance shall be borne by the owners of the lots within the Common Interest Residential Development.

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3. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the undersigned have executed this instrument with the effective date of March 25, 1994.

RICHARD I. LOOMIS, Trustee of the
Richard I. Loomis Family Revocable
Trust U/D/T September 10, 1992

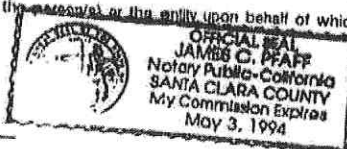
Patricia R. Loomis
PATRICIA R. LOOMIS

STATE OF CALIFORNIA
COUNTY OF Santa Clara
On March 24, 1994 before me, James C. Pfaff
personally appeared Patricia R. Loomis

_____ 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.

Signature



(This area for official notarial seal)

STATE OF CALIFORNIA

COUNTY OF _____

) ss.

On _____, before me, _____, personally appeared Evelyn E. Loomis, 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.

STATE OF CALIFORNIA

COUNTY OF Orange

) ss.

On April 8, 1994, before me, Roberta L. Babbage, Notary Public, personally appeared MARK G. WELS, 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.

Roberta L. Babbage

STATE OF CALIFORNIA

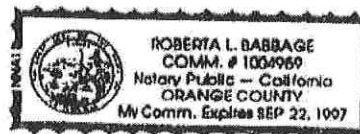
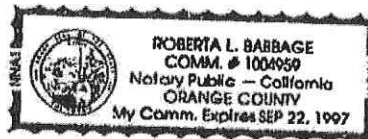
COUNTY OF Orange

) ss.

On April 8, 1994, before me, Roberta L. Babbage, Notary Public, personally appeared Kate L. Wels, 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.

Roberta L. Babbage
Notary Public



State of California)
County of San Luis Obispo)

On March 30, 1994, Jovianne T. Osuch, personally appeared Richard I. Loomis, personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:
Signature: Jovianne T. Osuch (Seal)

GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: Jovianne T. Osuch
NAME OF COUNTY: San Luis Obispo
DATE COMMISSION EXPIRES: 6-14-94
commission number: _____

DATE: 4-15-94
LOCATION: San Luis Obispo
City, State of CA

FIRST AMERICAN TITLE INSURANCE COMPANY

J. J. Mally
signature of person making verification

State of California)
County of San Luis Obispo)

On March 31, 1996, Jovianne T. Osuch, personally appeared Barbara W. Loomis personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature *Jovianne T. Osuch* (Seal)



State of California)
County of San Luis Obispo)

On April 2, 1996, Jovianne T. Osuch, personally appeared Robin L. Goldhawk personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature *Jovianne T. Osuch* (Seal)



State of California)
County of San Luis Obispo)

On April 2, 1996, Jovianne T. Osuch, personally appeared Gary A. Goldhawk, personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

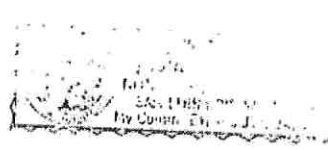
WITNESS my hand and official seal.
Signature *Jovianne T. Osuch* (Seal)



State of California)
County of San Luis Obispo)

On April 6, 1994, Jovianne T. Osuch, personally appeared Daniel R. Loomis personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature *Jovianne T. Osuch* (Seal)



State of California)
County of San Luis Obispo)

On April 6, 1994, Jovianne T. Osuch, personally appeared Deborah L. Loomis personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

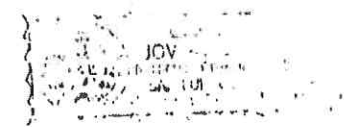
WITNESS my hand and official seal.
Signature *Jovianne T. Osuch* (Seal)



State of California)
County of San Luis Obispo)

On April 5, 1994, Jovianne T. Osuch, personally appeared Patrick I. Loomis personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

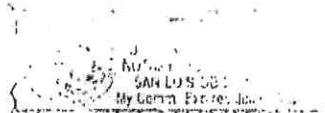
WITNESS my hand and official seal.
Signature *Jovianne T. Osuch* (Seal)



State of California)
County of San Luis Obispo)

On April 7, 1994, Jovianne T. Osuch, personally appeared Leigh Ann Loomis personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Jovianne T. Osuch (Seal)



State of California)
County of San Luis Obispo)

On April 6, 1994, Jovianne T. Osuch, personally appeared Scott A. Wilson personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

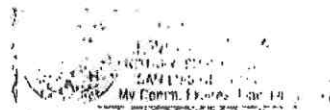
WITNESS my hand and official seal.
Signature Jovianne T. Osuch (Seal)



State of California)
County of San Luis Obispo)

On April 5, 1994, Jovianne T. Osuch, personally appeared Julie M. Wilson, personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Jovianne T. Osuch (Seal)



State of California)
County of San Luis Obispo)

On March 30, 1994, Jovianne T. Osuch, personally appeared John B. Loomis, personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Jovianne T. Osuch (Seal)

State of California)
County of San Luis Obispo)

On March 30, 1994, Jovianne T. Osuch, personally appeared Evelyn E. Loomis, personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Jovianne T. Osuch (Seal)

State of California)
County of San Luis Obispo)

On April 7, 1994, Jovianne T. Osuch, personally appeared William H. Matthews, personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Jovianne T. Osuch (Seal)

State of California)
County of San Luis Obispo)

On March 31, 1996, Jovianne T. Osuch, personally appeared Sarah H. Matthews, personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature *Jovianne T. Osuch* (Seal)

State of California)
County of San Luis Obispo)

On March 31, 1996, Jovianne T. Osuch, personally appeared Polly J. Fitzgerald, personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature *Jovianne T. Osuch* (Seal)

State of California)
County of San Luis Obispo)

On April 7, 1996, Jovianne T. Osuch, personally appeared Frederick L. Loomis-Gentner, personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature *Jovianne T. Osuch* (Seal)

State of California)
County of San Luis Obispo)

On April 7, 1994, Jovianne T. Osuch, personally appeared Mary M. Loomis-Genthner, personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Jovianne T. Osuch (Seal)

State of California)
County of San Luis Obispo)

On April 8, 1994, Jovianne Y. Osuch, personally appeared Joseph I. Loomis, personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Jovianne Y. Osuch (Seal)

State of California)
County of San Luis Obispo)

On April 14, 1994, Jovianne T. Osuch, personally appeared Carol D. Loomis, personally known to me (or proved to me 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) in the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Jovianne T. Osuch (Seal)