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San Luis Obispo County - Clerk/Recorder

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7/23/2003
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James S. Donegan, Sr.
Attorney-at-Law
777 Campus Commons Road, Suite 200
Sacramento, California 95825

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Titles: 1 Pages: 6

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|--------|----------------|
| Fees | 22.00 |
| Taxes | 0.00 |
| Others | 0.00 |
| PAID | <u>\$22.00</u> |

**FIRST ANNEXATION SUPPLEMENT TO THE SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR PARCEL MAP COAL 99-0229
SANTA YSABEL RANCH**

**FIRST ANNEXATION SUPPLEMENT TO THE SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR PARCEL MAP COAL 99-0229
SANTA YSABEL RANCH**

This First Annexation Supplement to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Parcel Map Coal 99-0229 Santa Ysabel Ranch ("Supplement") is made on this 22 day of July, 2003, by **WEYRICH DEVELOPMENT COMPANY, INC.**, a California corporation, and **DAVID B. AND MARY THERESE WEYRICH, TRUSTEES OF THE SANTA YSABEL RANCH TRUST, UNDER AGREEMENT DATED JULY 13, 2001** ("Developers").

RECITALS

A. Unless otherwise expressly provided for in the Supplement or expressly dictated by grammatical correctness, any capitalized words and/or phrases when used herein shall have the specified meanings given to them in the provisions of **ARTICLE II** of the Declaration, entitled, "**DEFINITIONS.**"

B. The Developer is the owner of certain real property ("Annexed Property") located in the County of San Luis Obispo, State of California, that is more fully described as lots 97 through 117, inclusive, 130 through 133, inclusive, and 135 through 146, inclusive, all of which are shown, designated and described on the Subdivision Map as well as those certain easements that are more fully described as that portion of Iron Stone Loop, as shown on said Parcel Map, lying adjacent to Lots 130, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, and 150 beginning at a line which bears South 78°12'33" East from the most Northeasterly corner of said Lot 141 and ending at a line which bears South 65°51'08" East from the Northeasterly corner of Lot 129 of said Parcel Map; that portion of Burnt Rock Way, as shown on said Parcel Map, lying adjacent to Lots 97, 98, 99, 100, 101, 102, 104, 105, 106, 107, 108, 109, 113, 114, 115, 116, 117, and 150 beginning at a line which bears South 58°56'25" East from the Southeasterly corner of Lot 120 and ending at a line which bears South 0°02'57" East from the most Southerly corner of Lot 93 of said Parcel Map; that portion of Warm Springs Lane, as shown on said Parcel Map, lying adjacent to Lots 37, 38, 39, 40, 42, 44, 47, 48, 49, and 150 which lies Southeasterly of a line which bears North 14°16'30" East from the most Easterly corner of Lot 36 of said Parcel Map; and that portion of Fire Rock Loop, as shown on said Parcel Map, adjacent to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 26, 27, 28, 31, 32, and 150 which lies Northwesterly of a line which bears South 62°46'26" West from the most Westerly corner of Lot 33 of said Parcel Map.

C. The Developer has improved or intends to improve the Annexed Property with residential structures and appropriate appurtenances thereto.

D. On January 24, 2003 the Declaration was recorded as Instrument No. 2003008149, of the Official Records of San Luis Obispo County, California. The provisions of Section 15.6 of the Declaration entitled, "**ANNEXATION OF ADDITIONAL PROPERTY,**" provide, among other things, that the Annexed Property, or any portion thereof, may be annexed to the Development and made subject to the provisions of the Declaration at the written election of the Declarant or a successor in title ("Successor") to said Annexed Property, by the recording of a supplement to the Declaration.

E. The Developer intends through the provisions of the Supplement to comply with the requirements of the provisions of the above referenced Section 15.6 of the Declaration, to annex the Annexed Property to the Development and to thereby make the Annexed Property subject to the provisions of the Governing Documents.

DECLARATION

The Developer hereby supplements the provisions of the Declaration and declares that:

1. **INCLUSION OF RECITALS.** Each and every one of the above and foregoing five (5) recitals is incorporated herein and by this reference made a part hereof as if once again fully written and set forth at length herein.

2. **ANNEXATION.** The Developer hereby elects to annex the Annexed Property to the Development and, subject to any rescissions of or amendments to the Supplement that is/are in compliance with the provisions of Section 7. of the Supplement, entitled "**Rescission and Amendment,**" below, to bring the Annexed Property under the jurisdiction of the provisions of the Governing Documents. All of the Annexed Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, servitudes and liens described in the provisions of the Governing Documents, together with any properly recorded Supplement and/or amendment to the Declaration.

3. **DEFINITIONS.**

3.1 The term "**COMMON AREA**" shall include, upon the conveyance thereof to the Association, those certain easements that are more fully described as that portion of Iron Stone Loop, as shown on said Parcel Map, lying adjacent to Lots 130, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, and 150 beginning at a line which bears South 78°12'33" East from the most Northeasterly corner of said Lot 141 and ending at a line which bears South 65°51'08" East from the Northeasterly corner of Lot 129 of said Parcel Map; that portion of Burnt Rock Way, as shown on said Parcel Map, lying adjacent to Lots 97, 98, 99, 100, 101, 102, 104, 105, 106, 107, 108, 109, 113, 114, 115, 116, 117, and 150 beginning at a line which bears South 58°56'25" East from the Southeasterly corner of Lot 120 and ending at a line which bears South 0°02'57" East from the most Southerly corner of Lot 93 of said Parcel Map; that portion of Warm Springs Lane, as shown on said Parcel Map, lying adjacent to Lots 37, 38, 39, 40, 42, 44, 47, 48, 49, and 150 which lies Southeasterly of a line which bears North 14°16'30" East from the most Easterly corner of Lot 36 of said Parcel Map; and that portion of Fire Rock Loop, as shown on said Parcel Map, adjacent to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 26, 27, 28, 31, 32, and 150 which lies Northwesterly of a line which bears South 62°46'26" West from the most Westerly corner of Lot 33 of said Parcel Map, all for the purpose of the private streets that are located within such easements.

3.2 The terms "**LOT**" or "**LOTS**" shall include those certain plots of land that are shown, designated and described on the Subdivision Maps as 97 through 117, inclusive, 130 through 133, inclusive, and 135 through 146, inclusive.

3.3 The terms "**OWNER**" or "**OWNERS**" shall include the owners of a fee title interest in Lots 97 through 117, inclusive, 130 through 133, inclusive, and 135 through 146, inclusive, or any one of them.

3.5 The term "PROPERTY" shall include the Annexed Property.

4. **EFFECT OF ANNEXATION.** From and after the date of recordation of the Supplement, the Annexed Property shall be subject to the provisions of the Governing Documents. Therefore, all of the Owners of a Lot in the Annexed Property shall automatically be Members of the Association. Any Regular and Special Assessments that apply to any portion of the Annexed Property shall commence at the time and to the extent described in the provisions of Section 7.9 of the Declaration, entitled, "ASSESSMENT PERIOD," and voting rights in the Association with respect to any portion of the Annexed Property shall commence at the time described in the provisions of Subsection 6.3C. of Section 6.3 of the Declaration, entitled, "TWO CLASS SYSTEM: WEIGHTED VOTES."

5. **PROPERTY RIGHTS, EASEMENTS, RIGHTS OF ENJOYMENT AND PREREQUISITES.** The Developer grants, reserves and accepts for the benefit of the Association, the Annexed Property and for the benefit of the Owners, including the Developer, all of the property rights, easements, rights of enjoyment and prerequisites that are provided for in the covenants, conditions, restrictions and servitudes contained in the provisions of the Governing Documents.

6. **LEASING OR RENTING OF LOTS.** If the Developer rents or leases any Lots in the Annexed Property over a period of at least one (1) year prior to the conveyance of a fee title interest to the first (1st) Lot in the Annexed Property to an Owner other than the Developer, the Developer shall pay to the Association, prior to or concurrently with the conveyance of such fee title interest in the first (1st) Lot in the Annexed Property to an Owner other than the Developer, an amount equal to that portion of any Assessment that would have been allocable to each such rented and/or leased Lot, which was to be set aside as a reserve for the replacement and deferred maintenance of any Major Component. Said payment shall only be required for such Lots that have been actually rented or leased by the Developer over the above referenced one (1) year period.

7. **RESCISSION AND AMENDMENT.** Provided there has not been a Lot in the Annexed Property conveyed to an Owner other than the Developer, no portion of the Common Area in the Annexed Property has been conveyed to the Association and no Assessments have been levied against any Lot in the Annexed Property, the Developer has the right, in its sole discretion, to:

- A. Amend the Supplement by executing and recording an amendment to the Supplement; provided that, any such amendment is consistent with the Declaration; and/or
- B. Executing and recording a rescission of the Supplement.

IN WITNESS WHEREOF, the Developer has executed the Supplement as of the date first (1st) above written.

WEYRICH DEVELOPMENT COMPANY, INC.,
a California corporation

By: _____

David B. Weyrich, President

DAVID B. WEYRICH AND MARY T. WEYRICH
TRUSTEES OF THE SANTA YSABEL RANCH

TRUST, UNDER AGREEMENT DATED JULY 13, 2001,

By: *David B. Weyrich*
David B. Weyrich, Trustee

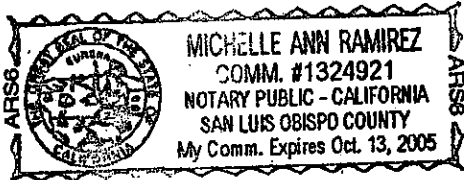
By: *Mary T. Weyrich*
Mary T. Weyrich, Trustee

ACKNOWLEDGMENT
STATE OF CALIFORNIA

COUNTY OF San Luis Obispo

} SS.

On 7/22/03, before me,
Michelle Ann Ramirez,
a Notary Public in and for said County and
State, personally appeared David B. Weyrich
and Mary T. Weyrich
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.
Michelle Ann Ramirez
Signature of Notary

ACKNOWLEDGMENT
STATE OF CALIFORNIA

} SS.

COUNTY OF _____

On _____, before me,

a Notary Public in and for said County and
State, personally appeared _____

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 of Notary

ACKNOWLEDGMENT
STATE OF CALIFORNIA

} SS.

COUNTY OF _____

On _____, before me,

a Notary Public in and for said County and State, personally appeared _____

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 of Notary