

RECORDING REQUESTED BY:
First American Title Insurance Company

WHEN RECORDED MAIL TO:

S&S Homes of the Central Coast, Inc.
592 S. 13th Street
Grover Beach, CA 93433

Doc No: 1999-071317

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
Oct 07, 1999
Time: 08:00

Rpt. No: 00088793

RF -1 25.00

TOTAL 25.00

931707 LG

**DECLARATION OF COVENANTS ESTABLISHING
MAINTENANCE REPAIR AND IMPROVEMENT OBLIGATIONS
FOR PRIVATE ACCESS ROAD, PRIVATE SEWER MAIN AND DRAINAGE
EASEMENT FOR TRACT 2291**

This Declaration of Covenants made as of this 19th day of July, 1999 by S&S Homes of the Central Coast, Inc., its successors, assigns and heirs (hereinafter referred to as "declarant").

Recitals

A. WHEREAS, declarant is the owner of certain real property located at 801, 843 and 867 Farroll Road, Grover Beach, California, (hereinafter referred to as the "Property") as more fully described in Exhibit A attached hereto and incorporated herein by this reference.

B. WHEREAS, declarant intends to subdivide the Property into eleven (11) residential lots (hereinafter Lots 1 through 11, inclusive) as provided in the Tentative Tract Map, Use Permit and the Architectural Approval for Application No. 98-020 for Tract No. 2291 as approved by the Planning Commission of the City of Grover Beach in Resolution No. 98-032 (hereinafter referred to as the "Project").

C. WHEREAS, Declarant makes this Declaration pursuant to the terms and conditions of approval of Tract 2291 by the City of Grover Beach.

NOW, THEREFORE, Declarant hereby declares that Lots 1 through 11, inclusive, of Tract 2291, shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the mutual and respective covenants and rights hereinafter set forth, expressly and exclusively for the use and benefit of, and to be binding on, each of said lots/parcels and on each and every person or entity who now or in the future holders of interest in and to said lots/parcels. Said covenants and rights are intended to and shall run with the land. Any conveyance, transfer, sale or assignment made by Declarant of any portion of said property shall be deemed to incorporate by reference, and be subject to, each of the provisions of this Declaration:

1. The owners of Lots 1 through 6, inclusive, and Lots 8 through 11, inclusive, shall be responsible for the cost and expense of maintaining, replacing and repairing the private access road and private

sewer main line located in the private access road as shown on the Tract Map. Said private shared access road and sewer main line shall be maintained, replaced and repaired as needed to keep the road and sewer main line fully operational and free of any obstructions or debris.

2. The owners of Lots 8 through 10, inclusive, shall not obstruct or otherwise impede the flow of any drainage water flowing overland from the private shared access road and shall be responsible for the cost and expense of maintaining the private drainage easements that cross said lots as shown on the Tract Map. Said drainage easements shall be maintained as needed to keep the drainage easements fully operational and free of any obstructions or debris.

3. Walls and fences shall not exceed three (3) feet in height and vegetation shall be of a type to allow clear viewing between three (3) feet and six (6) feet above grade on Lots 7 and 11 in the clear view area shown in Exhibits "B" and "C" attached hereto and incorporated herein by this reference. The property owners of each of these Lots shall trim vegetation to maintain the clear viewing area at all times.

4. The owners of Lots 1 through 11, inclusive, further agree as follows:

a. Not to undertake any additional repairs or maintenance of the private access road and sewer main line not specified in this document without first obtaining the written consent of the other owners;

b. To bear equal liability for any personal injury or property damage to any person or entity employed to make any and all repairs contemplated herein, or to any third persons, resulting from or arising out of the repairs or maintenance contemplated herein;

c. Not to share any liability resulting from personal injury or property damage other than that attributable to the repairs and maintenance undertaken as provided herein;

d. To be responsible for maintaining their own insurance; and

e. When required, to allow the persons or entities effectuating maintenance and repairs reasonable access to their Lots to enable the maintenance and repairs to be completed.

5. Any owner who disputes the requirement or estimated costs of maintenance and/or repairs provided for herein may request alternative dispute resolution, if agreed to by all parties in the development on a case to case basis. A request for resolution shall include a brief description of the dispute and a request for alternative dispute resolution and a notice sent to all parties involved and said parties shall respond within thirty (30) days of receipt or it will be deemed rejected. If the parties hereto do not agree to said alternative dispute resolution, any party may proceed as provided in Section 845 of the California Civil Code. In the event of any controversy, claim or dispute relating to this Covenant, or breach thereof, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs.

6. This Covenant contains the entire agreement between the Owners relating to the obligations

assumed by this Covenant. This Covenant may not be modified or amended except by the execution of either an amended Declaration of Covenants, or of an amendment to this Declaration of Covenants, duly executed and acknowledged by all the owners of Lots 1 through 11, inclusive. No such modification or amendment shall be effective for any purpose until approved in writing by the Community Development Director of the City of Grover Beach as being consistent with the Conditions of Approval of Tentative Tract Map No. 2291.

7. This Covenant is to be interpreted under the laws of the State of California.

IN WITNESS WHEREOF, Declarant has executed this instrument on this 19th day of July, 1999.

S&S HOMES OF THE CENTRAL COAST, INC.
a California corporation

By Warren Sanders
Warren Sanders, President



STATE OF CALIFORNIA } ss.
 COUNTY OF San Luis Obispo

On October 5, 1999, before me, Stephanie L. Monk,
 personally appeared Warren Sanders

_____, 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.

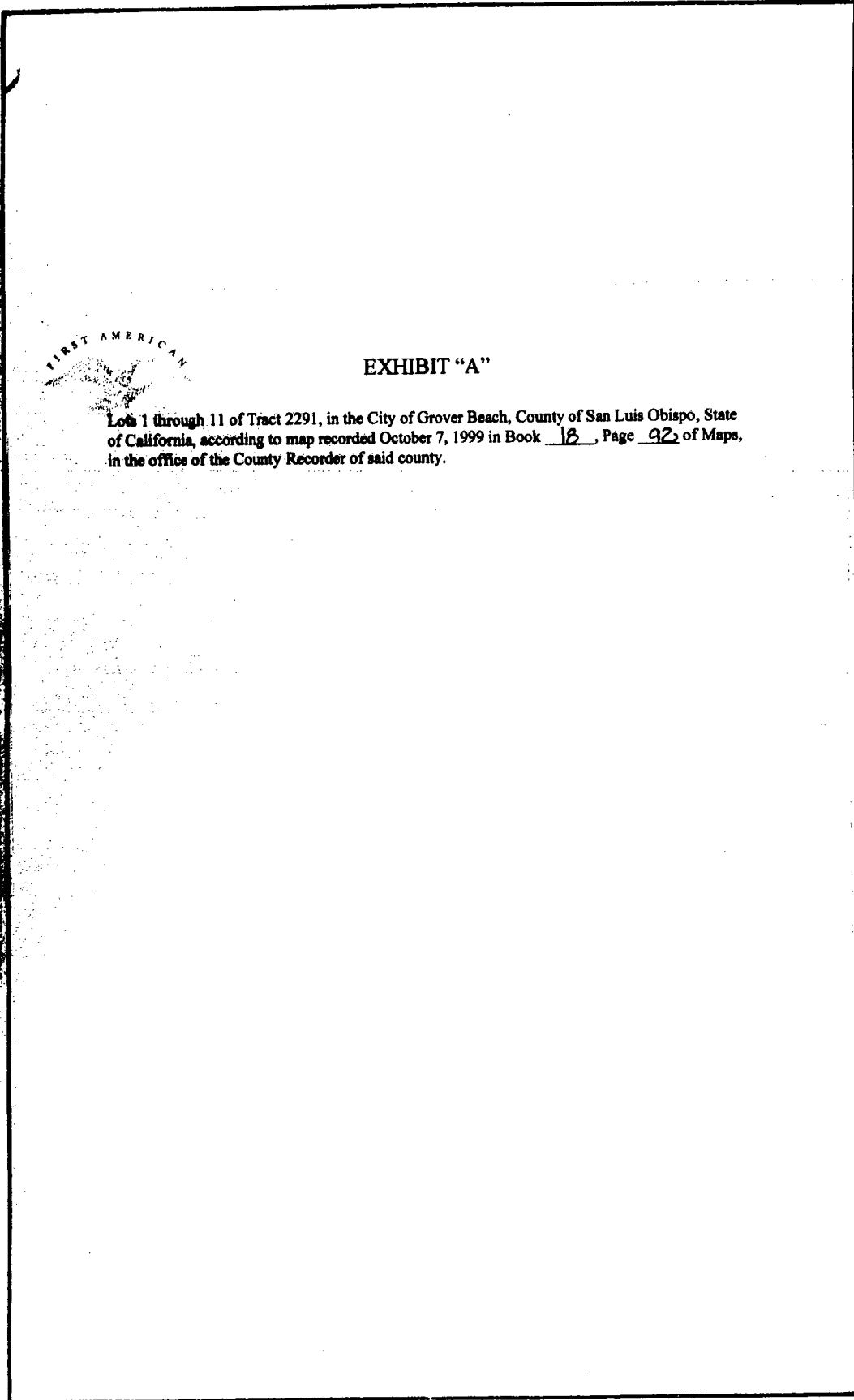
Signature Stephanie L. Monk



(This area for official notarial seal)

Title of Document	<u>Declaration of Covenants</u>	
Date of Document	<u>July 19, 1999</u>	No. of Pages <u>6</u>
Other signatures not acknowledged	<u>none</u>	

3008 (1/94) (General)
 First American Title Insurance Company



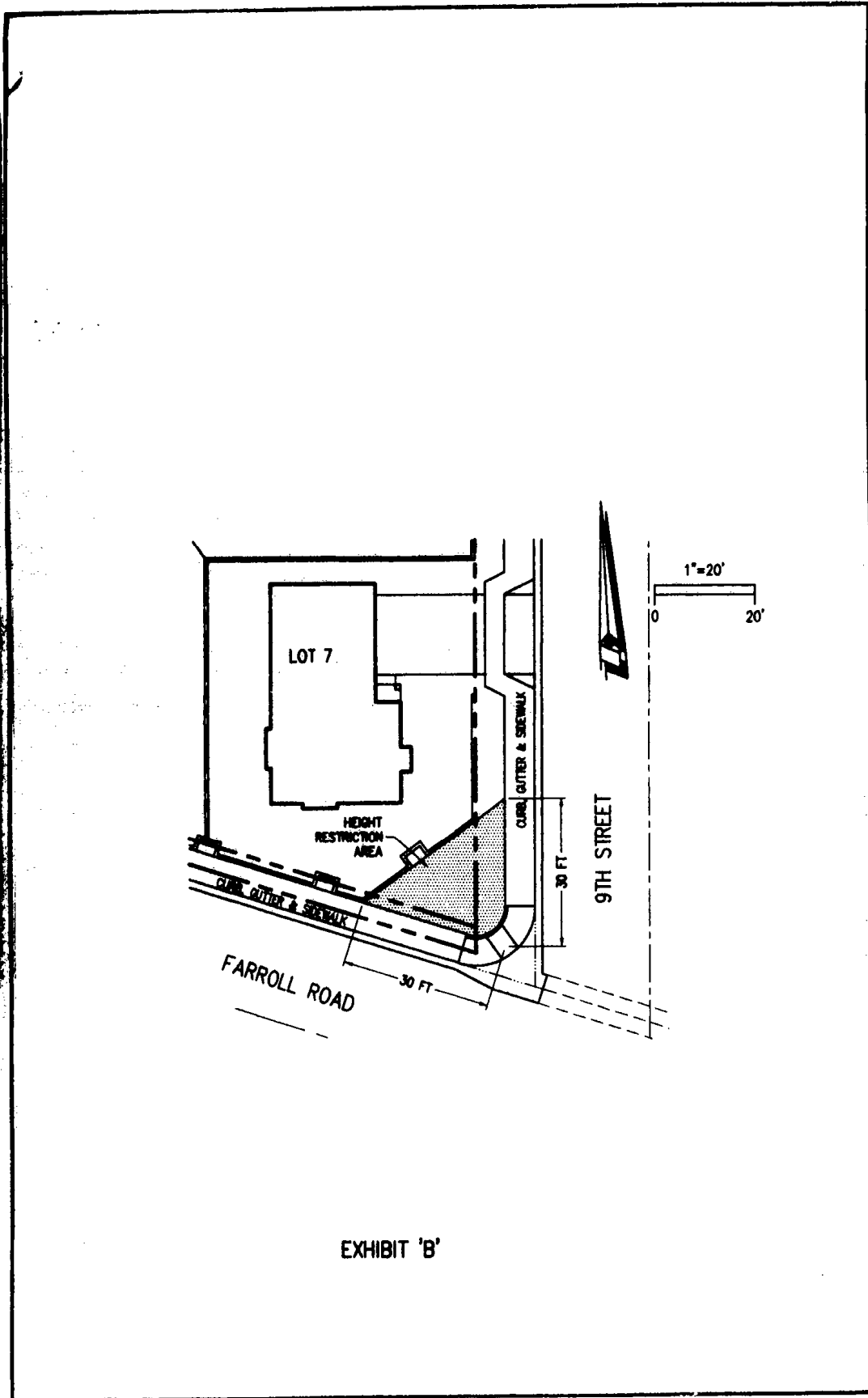


EXHIBIT 'B'

