

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder

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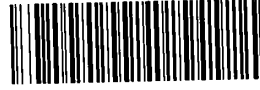
Recorded at the request of
First American Title Company

Recording Requested By:
FIRST AMERICAN TITLE COMPANY

When Recorded Mail To:

GGC Development, LLC
P.O. Box 13
Pismo Beach, CA 93448

DOC#: **2014039436**



Titles:	1	Pages:	14
Fees			53.00
Taxes			0.00
Others			7.00
PAID			\$60.00

APN's: 059-312-001 through 059-312-017

**THIS THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND MAINTENANCE AGREEMENT
FOR TRACT 2024
VIEJO CAMINO**

THIS THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND MAINTENANCE AGREEMENT FOR TRACT 2024 VIEJO CAMINO (hereinafter "Declaration") is made on the date set forth below by GCB DEVELOPMENT, LLC, a California limited liability company (hereinafter "Declarant").

RECITALS

WHEREAS, Declarant is the owner of that certain real property in the County of San Luis Obispo (hereinafter "County"), State of California, described as Lots 1 through 17 (hereinafter "Lot(s)"), County of San Luis Obispo Tract Map 2024 (hereinafter "Tract Map"), as shown on a map recorded in Book 26, Pages 66 through 71 inclusive of Maps, in the office of the County Recorder of the County of San Luis Obispo, State of California; and

WHEREAS, Viejo Camino Partners, LLC executed a DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND MAINTENANCE AGREEMENT FOR TRACT 2024 VIEJO CAMINO on May 8, 2005; and

WHEREAS, Declarant executed a FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND MAINTENANCE AGREEMENT FOR TRACT 2024 VIEJO CAMINO on July 2, 2014; and

WHEREAS, Declarant desires to amend and restate that certain FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND MAINTENANCE AGREEMENT FOR TRACT 2024 VIEJO CAMINO as set forth herein; and

WHEREAS, Lots 2, 3, 4, 8, 9, 10, 11, 12, 13, and 17 will utilize a private street for access to its individual Lot as shown on the Tract Map (hereinafter "Private Street(s)"); and

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WHEREAS, Lots 2, 3, 4, and 17 will utilize Jersey Court, a Private Street, for access to its individual Lot , which Private Streets are shown on the Tract Map; and

WHEREAS, Lots 8, 9, 10, 11, 12, and 13 will utilize Tarentaise Court, a Private Street, for access to its individual Lot, which Private Streets are shown on the Tract Map; and

WHEREAS, Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 are subject to slope and drainage easements, which easements are shown on the Tract Map; and

WHEREAS, Lots 5, 6, 8, 15, 16 and 17 contain riparian areas, which riparian areas are shown on the Tract Map; and

NOW, THEREFORE, Declarant hereby declares that the real property described above shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for purpose of enhancing and protecting the value and attractiveness of the herein described property, and every part thereof, in accordance the plan for improvement of said property. All agreements, declarations, limitations, covenants, conditions, restrictions, and easements, shall constitute covenants which shall run with the herein described property and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to herein described property.

DECLARATION

1.0 Restatement. Declarant hereby restates and amends the FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND MAINTENANCE AGREEMENT FOR TRACT 2024 VIEJO CAMINO recorded as Document 2014026470, on July 3, 2014, in the office of the County Clerk, San Luis Obispo County, State of California in its entirety.

2.0 Slope and Drainage Easements. Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 are burdened by easements for slope and drainage as shown on the Tract Map (hereinafter "Easements").

3.0 Private Streets. Lots 2, 3, 4, 8, 9, 10, 11, 12, 13, and 17 shall have the permanent rights to utilize a Private Street for access to its individual Lot as shown on the Tract Map.

3.1 Private Streets Maintenance. The Private Streets, including gravel pedestrian ways (gravel shoulders), shall be regularly maintained and repaired so that the Private Streets remain accessible in all weather and free of potholes, large cracks, or any other minor washouts or drainage outs. Repair of the Private Streets includes the repair of all damages caused by ordinary use, the occurrence of natural events, and acts of god.

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3.2 Maintenance Manager. For purposes of this Declaration, the owners of Lots 2, 3, 4, and 17 shall elect a Maintenance Manager for Jersey Court; and the owners of Lots 8, 9, 10, 11, 12, and 13 shall elect a Maintenance Manager for Tarentaise Court. The Maintenance Manager may or may not be an owner.

3.3 Voting Rights. The owner or owners of the Lots referenced in above Section 3.2 shall be entitled to one vote per lot.

3.4 Sharing of Jersey Court Maintenance Costs. The owners of Lots 2, 3, 4, and 17, agree to pay their designated Maintenance Manager for the cost and expense of maintaining Jersey Court. These maintenance costs shall be equally shared among the owners of Lots 2, 3, 4, and 17.

Excepting that each owner of a Lot shall be solely responsible for the cost of repair of damage to Jersey Court, other than normal wear and tear, caused by that owner's contractors, agents, guests, licensees, or invitees.

3.5 Sharing of Tarentaise Court Maintenance Costs. The owners of Lots 8, 9, 10, 11, 12, and 13, agree to pay their designated Maintenance Manager for the cost and expense of maintaining Tarentaise Court. These maintenance costs shall be equally shared among the owners of Lots 8, 9, 10, 11, 12, and 13.

Excepting that each owner of a Lot shall be solely responsible for the cost of repair of damage to Tarentaise Court, other than normal wear and tear, caused by that owner's contractors, agents, guests, licensees, or invitees.

3.6 Additional Repairs. Each owner agrees not to undertake any additional repairs or maintenance not specified in this Declaration without first obtaining the express written consent of the designated Maintenance Manager. Each owner shall have the right to make a request that reasonable maintenance and/or repairs be made to the Private Streets. If the other owners do not agree to share in the cost of reasonable maintenance and/or repairs within thirty (30) days of such a demand, the demanding owner may contract to have reasonably necessary maintenance and/or repairs completed, and shall have the right to reimbursement from the other owners of the appropriate percentage of the work under the terms of this Declaration, including the right to file suit to recover the non-paying owner's share of the costs.

3.7 Temporary Entry. Each owner shall have the temporary right to enter the Private Streets to the extent reasonably required for the proper maintenance of any private utilities located within that Private Street.

3.8 Required Capital Improvements. Should any governing entity, including, but not limited to, the County, require any capital improvements or upgrades to either or both the Private Streets, the cost and expense of such improvements shall be borne by the owners in the same proportion as defined in Sections 3.4 and 3.5 herein.

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3.9 Parking Prohibited. Owners hereby agree to prohibit parking on the Private Streets in all posted no parking zones and fire lanes.

3.10 Reimbursement of County. Owners agree jointly and individually to reimburse the County for all costs connected with the removal of vehicles from the Private Streets and will reimburse the County for, and hold the County harmless from, all final judgments against the County for damages or other liability arising from the enforcement of the aforesaid restrictions on parking.

3.11 Hold Harmless Agreement. Owners acknowledge that the County cannot regulate vehicle usage or hazards upon said Private Streets, and agree jointly and individually, to defend and hold the County harmless from all claims for damages or liability arising from the alleged failure of the County to regulate vehicles or to provide protection from hazards upon said Private Streets.

3.12 Vehicle Removal. Any affected owner or tenant thereof may avail itself of the authority granted private property owners in California Vehicle Code Section 22658 to remove a vehicle when said vehicle is parked on the Private Streets in such a manner so as to interfere with entry or access to a Lot that Private Street serves.

4.0 Use Restrictions.

4.1 No Purpose other than Single-Family Residential. No Lot, or any portion thereof, shall be occupied and used by the owners, their contract purchasers, lessees, tenants, or social guests, for any purpose other than private single-family residential purposes. This Subsection is intended to exclude every form of boarding or lodging house, sanitarium and hospital, and the like. No trade or business or commercial activity shall be carried on or conducted upon any Lot, except as follows:

a) Declarant, its successors or assigns, may use any Lot in the project owned by Declarant for a model home site and display and sales office during construction and until the last Lot is sold by Declarant or until five (5) years from the date of closing of the first Lot in the project, whichever occurs first; and

b) This Subsection shall not prohibit home occupations so long as they are merely incidental to use of the Lot as a residence, are permitted by local law, are conducted in such a manner as to not adversely other Owners' use and enjoyment of their respective Lots.

c) Nothing in this Declaration shall further restrict the use allowed on Lot 17 by the AGREEMENT AND GRANT OF EASEMENTS recorded as Document 2003052158, on May 14, 2003, in the office of the County Recorder of the County of San Luis Obispo, State of California or allowed by RESOLUTION APPROVING AND ACCEPTING AN OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT TO THE COUNTY OF SAN LUIS OBISPO BY AND BETWEEN VIEJO CAMINO PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY recorded as Document 2005054376, on

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July 5, 2005 in the office of the County Recorder of the County of San Luis Obispo, State of California.

4.2 Parking. Parking shall be prohibited in all areas, except in in individual garages, associated private driveways and within designated areas along the project streets. "No Parking" signs and red-curbings along interior roadways shall be displayed by the owners as may be required by the City Fire Department. No trailer, camper, mobile home, motor home, recreational vehicle, off-road vehicle, animal transportation vehicle, motorcycle, motorbike or motor driven cycle, commercial vehicle, truck (other than standard size pickup truck or standard size van), boat, inoperable automobile, or similar equipment shall be permitted to remain upon any area on a Lot or otherwise within the subdivision, unless placed or maintained within an enclosed garage structure or in a Recreational Vehicle parking areas behind front setbacks and behind a minimum five (5) foot tall screening fence. An inoperable vehicle may not remain in view for more than seventy-two (72) hours. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive. No noisy or smoky vehicles shall be operated on the Lots. No off-road unlicensed motor vehicles shall be operated upon the Lots. Major vehicle repair shall be performed only within an enclosed structure.

4.3 Signs. No signs of any shall be displayed to the public view on or from any portion of the Lots without the approval of a majority of the owners as follows:

a) One sign of customary and reasonable dimension advertising a Lot for lease, rent or exchange displayed from a Lot, which is in compliance with the applicable sign regulations;

b) b) signs as may be used by Declarant or its assignees in connection with development of the project and sale of Lots; and

c) Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.

4.4 Animals. No animals or birds of any kind shall be raised, bred, or kept on any Lot, except as allowed under applicable County Ordinances; provided that no horses or other farm animals are allowed within 50 feet of any adjacent residence, or they are not kept, bred, or maintained for any commercial purposes, and that they are kept under reasonable control at all times. This restriction shall not apply to animals otherwise allowed on Lot 17 under Section 4.1(c) herein. Notwithstanding the foregoing, no animals may be kept on a Lot which result in an annoyance or nuisance to other owners.

4.5 Trash; Storage of Materials. All garbage and trash shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. Garbage and trash shall be placed and kept in covered sanitary containers where it is not visible from any neighboring Lot except for a reasonable time prior to or after collection. All woodpiles or storage piles shall

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be kept screened and concealed from view of other Lots and streets. Garbage and trash shall be placed for pick up as required by the disposal service. No outdoor storage is allowed on the Lots except in enclosed storage areas.

4.6 Antennae; Roof Projections. No radio, telephone or video receiving or transmitting antenna, satellite or external apparatus with a diameter or diagonal measurement greater than 36 inches shall be installed on any Lot.

4.7 Window Coverings. Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials.

4.8 Clotheslines. Exterior clotheslines or other outside clothes drying or airing facility are permitted only in private yards which are not visible from ground floor views of adjacent residences and the common driveway.

4.9 Major Appliances. No major appliances, including without limitation clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on patio, porch or other exterior area of any Lot.

4.10 Drainage. No owner shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the project.

4.11 Nuisances; Offensive Activities. No noxious, illegal, or seriously offensive activities shall be carried on within any Lot, or in any other part of the property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each Lot, or which shall in any way increase the rate of insurance for any other owner.

4.12 Temporary Structures. No structure which is temporary in character, including, without limitation, any trailer, tent, shack, garage, barn or other out-building, shall be used as a residence on any Lot at any time; provided, however, that Declarant reserves the right to construct and maintain temporary buildings, structures and vehicles on the property in connection with the construction and administration of initial improvements.

5.0 Maintenance of Lots and Improvements. Except for any improvements maintained collectively pursuant to Section 3 herein, each owner shall be responsible for maintaining his residence and Lot, including all improvements and landscaping located on such Lot, in good condition and repair. Maintenance of landscaping shall include, but not be limited to, keeping grass and vegetation on each Lot mowed, cut or pruned at regular intervals so as to maintain the same in a neat and attractive manner. Grass clippings, dead shrubs, prunings, leaves and other refuse shall be put in receptacles and shall not be put in any other location which may detract from the appearance of the Lot. Nothing in this Subsection shall interpreted or construed to prevent the Declarant, or contractors hired by the Declarant, from storing construction materials, or any materials of matter resulting from construction, on Lots during the course of construction of improvements on any Lot or Lots.

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6.0 Maintenance of Walls and Fencing. Walls and/or fencing around or within the perimeter of particular Lots shall be the responsibility of the owners of those particular Lots, which responsibility shall be shared proportionately in the case of shared party fences.

7.0 Maintenance of Slope and Drainage Easements. Slopes and drainage easements shall be maintained by the underlying owners of those particular Lots containing such easements in the same condition as they were after construction by Declarant and at the time of acceptance by the County.

8.0 Oak Tree Preservation. All owners of Lots shall comply with the Oak Tree Preservation Requirements set forth on Sheet 6 of the Tract Map.

9.0 Biological Resources. As indicated on Sheet 6 of the Tract Map, riparian areas on Lots 5, 6, 15, 16, and 17 shall be maintained as natural areas. The following activities are prohibited:

9.1 Roads. Development of roads, except for emergency fire access roads, and structures including agricultural accessory buildings.

9.2 Grading. Grading of any kind.

9.3 Water Diversion Devices or Structures. Installation, development, or expansion of water diversion devices or structures. Maintenance of existing dam on Lot 16 is allowed.

9.4 Animal Grazing. Animal Grazing. If animals are kept on open space Lots 5, and 17, riparian areas shall be fenced to exclude such animals.

10.0 Noise Disclosure. As indicated on Sheet 6 of the Tract Map, there are significant noise and traffic impact from adjacent uses, including a shooting range and dog kennel.

11.0 Building Sites. Lots 5, 9, 10, 11, 16, 17 have delineated building sites, and all new development, including residences, detached garages, guest houses and sheds, shall be located within those building sites shown on attached Exhibit "A". Further, all accessory structures and driveways constructed on each Lot shall comply with all applicable County building and planning ordinances. Such aforementioned improvements shall not obstruct water flow or drainage or interfere with the use of, or damage, any existing septic system components.

12.0 Entry for Repairs. The owners, for the sole purpose of complying with this Declaration, hereby permit any other owner or that owner's agents and employees to enter upon any Lot when necessary in connection with maintenance or repairs for which an owner or owners are responsible, to effect emergency or to effect necessary which may be required by this Declaration. Such entry shall made with as little inconvenience to the owner of that Lot as practicable and any damage caused thereby shall be repaired by the owner or owners for benefit

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of whom entry was made, at their expense. Except in an emergency, 24-hour advance notice shall be given to the owner or occupant of any Lot.

13.0 Insurance. Each owner is responsible for maintaining their own insurance. Each owner agrees to hold harmless and indemnify each of the other owners for any injuries sustained by that other owner or that other owner's contractors, agents, guests, licensees, or invitees.

14.0 Liability for Personal Injury or Property Damage. The owners agree to bear joint liability for any personal injury or property damage to any worker employed to make repairs under this Declaration, or to any third persons, resulting from or arising out of the repairs or maintenance under this Declaration. The owners do not agree to share equally any liability resulting for personal injury or property damage other than that attributable to the repairs and maintenance undertaken and pursuant to this Declaration.

15.0 Covenant with the Land. The benefits and obligations of the covenants herein shall run with the Lots herein described so long as this Declaration is in effect and shall bind the respective owners hereto, their heirs, legal representatives, grantees, and assigns.

16.0 Severance: The invalidity, in whole or in part, of any provision of this Declaration shall not affect the validity or enforceability of any other of its provisions.

17.0 Waiver. No breach of this Declaration may be waived unless in writing; and no waiver of any breach will be deemed as a waiver of any other breach of the same or other provisions.

18.0 Amendment.

18.1 Voting. This Declaration may not be modified or amended, except by the written consent of three-fourths (3/4) of the Lots subject to this Declaration, which shall be effective upon its recordation in the office of the County Recorder of the County of San Luis Obispo, California.

18.2 County Approval Required. Notwithstanding any other provisions 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) the Private Streets including gravel pedestrian ways (gravel shoulders), (b) the oak tree preservation requirements, and (c) the provisions for designated building and driveway envelopes.

19.0 Governing Law. This Declaration shall be governed in all respects by the laws of the State of California. In any action or proceeding connected with this Declaration, the owner's consent to the jurisdiction and venue of the Superior Court of the State of California, County of San Luis Obispo, California.

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20.0 Dispute Resolution. The owners shall attempt to resolve any controversy, dispute or claim of whatever nature arising out of, in connection with or relating to this Declaration ("Dispute") in an amicable way. If any Dispute is not resolved within (30) days after written notice of such Dispute is given by one owner to the other, then any remaining Dispute shall be decided by submission to final and binding arbitration in San Luis Obispo, California, before a single arbitrator mutually selected by the owners or appointed by the San Luis Obispo Superior Court in accordance with the provisions of the California Arbitration Act. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All owners are hereby giving up their right to have a Dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. The arbitrator shall determine who or which owner, if any, is the prevailing party, pursuant to California Civil Code Section 1717, and shall include in the award that owner's reasonable attorney's fees, costs and expenses (including expert witness fees) incurred in the action.

21.0 Enforcement. In the event of any legal action arising out of violations of this Declaration by any owner, the successful owner or owners shall be entitled to costs of suit together with reasonable attorneys' fees.

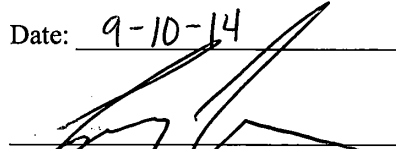
22.0 Entire Agreement. This instrument contains the entire agreement between owners relating to the obligations assumed by this Declaration. Any oral representations or modifications concerning this Declaration shall be of no force or effect.

23.0 Authority. Declarant represents or warrants that he is duly authorized to execute and deliver this Declaration, and that this Declaration is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, Declarant has executed this SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND MAINTENANCE AGREEMENT FOR TRACT 2024 VIEJO CAMINO as of the date and year first written below.

GCB DEVELOPMENT, LLC
A California limited liability company

Date: 9-10-14


Name: Gary H. Grossman
Title: Manager

STATE OF California)SS

COUNTY OF San Luis Obispo

On September 10, 2014 before me, Antoinette Cordova
Notary Public, personally appeared

Gary Grossman _____

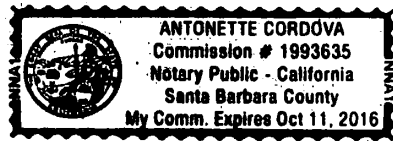
— who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~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

[Handwritten Signature]

Signature



This area for official notarial seal

County Approval:

The Director of Planning and Building of the County of San Luis Obispo hereby approves the recordation of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions and Maintenance Agreement for Tract 2024, recorded July 3, 2014, as Instrument No. 2014-026470 of Official Records; the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions and Maintenance Agreement for Tract 2024, recorded July 14, 2014, as Instrument No. 2014-027520 of Official Records; and the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions and Maintenance Agreement for Tract 2024, attached hereto and recorded herewith.

County of San Luis Obispo
Director of Public Works

Dave Flynn

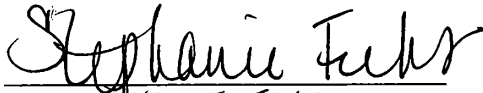
By: Dave Flynn

Title: Interim Director of Public Works

County Approval:

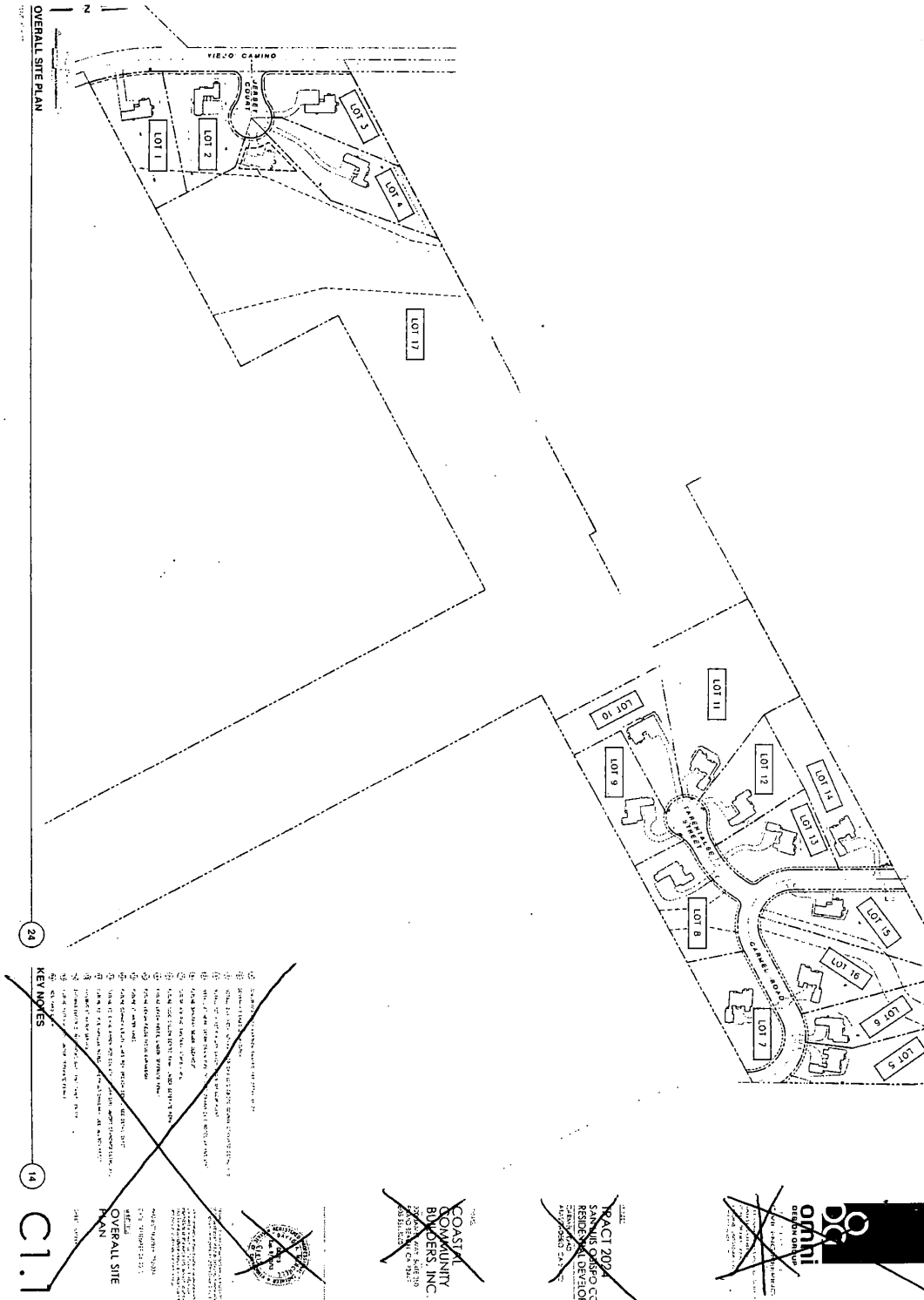
The Director of Planning and Building of the County of San Luis Obispo hereby approves the recordation of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions and Maintenance Agreement for Tract 2024, recorded July 3, 2014, as Instrument No. 2014-026470 of Official Records; the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions and Maintenance Agreement for Tract 2024, recorded July 14, 2014, as Instrument No. 2014-027520 of Official Records; and the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions and Maintenance Agreement for Tract 2024, attached hereto and recorded herewith.

County of San Luis Obispo
Director of Planning and Building

A handwritten signature in black ink that reads "Stephanie Fuhs". The signature is written in a cursive style and is positioned above a horizontal line.

By: STEPHANIE FUHS
Title: PLANNER III

EXHIBIT "A"



END OF DOCUMENT