

DBL

RECORDING REQUESTED BY
Chicago Title
WHEN RECORDED MAIL TO:

Paul Edwards Promotion, LLC
P. O. Box 2490
Orcutt, CA 93457-2490

JULIE RODEWALD
San Luis Obispo County - Clerk/Recorder
Recorded at the request of
Chicago Title Company

DG
4/30/2002
8:00 AM

DOC#: 2002035905



Titles: 2 Pages: 13

| | |
|--------|-------|
| Fees | 50.00 |
| Taxes | 0.00 |
| Others | 0.00 |
| PAID | 50.00 |

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
VISTA VERDE ESTATES
TRACT NO. 2409

TABLE OF CONTENTS

| ARTICLE / SECTION | TITLE | PAGE |
|--|---|------|
| RECITALS..... | | 1 |
| ARTICLE I – DECLARATION..... | | 1 |
| ARTICLE II – DEFINITIONS | | |
| 2.1 | COUNTY* | 1 |
| 2.2 | DECLARANT..... | 1 |
| 2.3 | DECLARATION..... | 1 |
| 2.4 | INVITEES..... | 1 |
| 2.5 | LOT..... | 1 |
| 2.6 | MORTGAGE; MORTGAGEE..... | 1 |
| 2.7 | OWNER..... | 1 |
| 2.8 | PROJECT; DEVELOPMENT..... | 1 |
| 2.9 | PROPERTY..... | 1 |
| 2.10 | RESIDENCE..... | 1 |
| 2.11 | SUBDIVISION MAP..... | 2 |
| 2.12 | STANDARD SUBDIVISION..... | 2 |
| ARTICLE III – PROPERTY RIGHTS, RIGHTS OF ENJOYMENT AND EASEMENTS | | |
| 3.1 | PERSONS SUBJECT TO GOVERNING DOCUMENTS..... | 2 |
| 3.2 | RIGHTS OF ENTRY OR USE..... | 2 |
| 3.3 | OTHER EASEMENTS..... | 2 |
| 3.4 | DELEGATION OF USE..... | 2 |
| 3.5 | ASSIGNMENT OF DECLARANT'S RIGHTS..... | 2 |
| ARTICLE IV – COVENANTS AND USE RESTRICTIONS | | |
| 4.1 | RESIDENTIAL USE..... | 2 |
| 4.2 | LEASING..... | 3 |
| 4.3 | MAINTENANCE – OWNER RESPONSIBILITY..... | 3 |
| 4.4 | OFFENSIVE CONDUCT; NUISANCE..... | 3 |
| 4.5 | SOLAR ACCESS..... | 3 |
| 4.6 | PARKING RESTRICTIONS; USE OF GARAGES..... | 3 |
| 4.7 | SIGNS..... | 4 |
| 4.8 | ANTENNA AND EXTERNAL FIXTURES..... | 4 |
| 4.9 | GAS OR LIQUID STORAGE..... | 4 |
| 4.10 | ARCHITECTURAL..... | 4 |
| 4.11 | FENCES AND WALLS..... | 4 |
| 4.12 | ANIMALS..... | 4 |
| 4.13 | USE OF VEHICLES..... | 4 |
| 4.14 | TRASH DISPOSAL..... | 4 |
| 4.15 | OUTSIDE LAUNDERING AND DRYING..... | 5 |
| 4.16 | MACHINERY AND EQUIPMENT..... | 5 |
| 4.17 | HOT WATER HEATERS..... | 5 |
| 4.18 | WATER SUPPLYING APPLIANCES..... | 5 |
| 4.19 | CHANGING GRADES, SLOPES AND DRAINAGE..... | 5 |
| 4.20 | DILIGENCE IN CONSTRUCTION..... | 5 |
| 4.21 | SECOND STORY WINDOWS..... | 5 |
| 4.22 | DETACHED STRUCTURES..... | 5 |
| 4.23 | COMPLIANCE WITH LAW..... | 5 |
| 4.24 | LEGAL REMEDIES FOR OWNER NONCOMPLIANCE..... | 5 |

ARTICLE V – PROTECTION OF MORTGAGEES

| | | |
|-----|---|---|
| 5.1 | MORTGAGE PERMITTED | 5 |
| 5.2 | CONTROL OF AMENDMENT OR RENOVATION OF DEVELOPMENT DOCUMENTS | 5 |
| 5.3 | LIEN NOT INVALIDATED | 6 |
| 5.4 | MORTGAGEE NEED NOT CURE BREACH | 6 |
| 5.5 | STATUS OF LOAN TO FACILITATE RESALE | 6 |
| 5.6 | CONTROL IF MORTGAGEE PROTECTION CONFLICTS WITH OTHER PROVISIONS | 6 |

ARTICLE VI – AMENDMENT OF DECLARATION

| | | |
|-----|---|---|
| 6.1 | AMENDMENT OF DECLARATION | 6 |
| 6.2 | RELIANCE ON AMENDMENTS | 6 |
| 6.3 | COUNTY APPROVAL REQUIRED FOR CERTAIN AMENDMENTS | 6 |

ARTICLE VII – GENERAL PROVISIONS

| | | |
|------|--------------------------------------|---|
| 7.1 | HEADINGS | 7 |
| 7.2 | SEVERABILITY OF PROVISIONS | 7 |
| 7.3 | CUMULATIVE REMEDIES | 7 |
| 7.4 | VIOLATIONS AS NUISANCE | 7 |
| 7.5 | NO DISCRIMINATORY RESTRICTIONS | 7 |
| 7.6 | LIBERAL CONSTRUCTIONS | 7 |
| 7.7 | NUMBER: GENDER | 7 |
| 7.8 | BINDING EFFECT | 7 |
| 7.9 | NO FIXED TERM | 7 |
| 7.10 | NOTICES | 7 |
| 7.11 | ASSESSMENT DISTRICT | 7 |

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
VISTA VERDE ESTATES
TRACT 2409**

This Declaration is made this 11 day of NOV., 2001, by PAUL EDWARDS PROMOTION, LLC, a California Limited Liability Company, hereinafter referred to as the "Declarant".

RECITALS

A. Declarant is the owner of that certain real property located in the unincorporated area of the County of San Luis Obispo, State of California, described as Lots 1 through 29, inclusive, of Tract No. 2409, as per map recorded in Book 20 Page 3 of Maps, in the office of the county Recorder of the County of San Luis Obispo, State of California, hereinafter referred to as the "Real Property". Declarant has established a general plan, which is set forth in the Declaration, for the subdivision, improvement, and development of the Real Property, in each and every Lot and parcel on the Real Property, and any additional real property that may be annexed to the Declaration, as a Standard Subdivision and desires to secure the harmonious and uniform development of the Real Property in accordance with the plan.

**ARTICLE I
DECLARATION**

A. Declarant declares that the Real Property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to the following limitations, restrictions, easements, covenants, conditions, servitudes, liens, and charges hereinafter set forth, all of which are declared and agreed to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the Real Property. All of the limitations, restrictions, easements, reservations, covenants, conditions, servitudes, liens, and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title, or interest in the Real Property or any part thereof and shall be binding on and inure to the benefit of the successors in interest of such parties.

**ARTICLE II
DEFINITIONS**

- 2.1 **COUNTY** - "County" means the County of San Luis Obispo, California, the County in which the Development is located. Nipomo is an unincorporated portion of the County of San Luis Obispo.
- 2.2 **DECLARANT** - "Declarant" means Paul Edwards Promotion, LLC, a California Limited Liability Company, and its successors and assigns, if such successors and assigns are assigned to the rights of the Declarant pursuant to Subsection 3.5 of this Declaration, and entitled "ASSIGNMENT OF DECLARANT'S RIGHTS", or if such successor or assign is a mortgagee acquiring Declarant's interest in the Development by foreclosure or deed in lieu of foreclosure.
- 2.3 **DECLARATION** - "Declaration" means the Declaration of Covenants, Conditions, and Restrictions and its amendments, modifications, or supplements.
- 2.4 **INVITEES** - "invitees" means any persons within the Development at the express or implied invitation of an owner for business purposes, for mutual advantage, or for purely social purposes.
- 2.5 **LOT** - "Lot" means any plot of land numbered 1 through 29 inclusive, as shown on the Subdivision Map.
- 2.6 **MORTGAGE; MORTGAGEE** - "Mortgage" means a mortgage or deed of trust encumbering a Lot or other portion of the Development. A "Mortgagee" shall include the beneficiary under a deed of trust and any guarantor or insurer of a Mortgage. "Institutional Mortgagee" is a Mortgagee that is a bank or savings and loan association or Mortgage company or other entity chartered or licensed under Federal or State laws whose principal business is lending money on the security of real property or investing in such loans, or any insurance company or any Federal or State agency or instrumentality, including, without limitations, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation. A "first" Mortgage, or "first" Mortgagee is one having priority as to all other Mortgages or holders of Mortgages encumbering the same Lot or other portions of the Development.
- 2.7 **OWNER** - "Owner" means each person or entity holding a record ownership interest in a Lot, including Declarant, and any contract seller under recorded contracts of sale. "Owner" shall not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.
- 2.8 **PROJECT; DEVELOPMENT** - "Project" or "Development" means the Property that is to be developed as well as improved and the improvements on the Property.
- 2.9 **PROPERTY** - "Property" means the Real Property described in the Recitals and such additional real property as may later be annexed to the Development and become subject to the provisions of the Declaration and any Supplement to the Declaration recorded in accordance with the Declaration.
- 2.10 **RESIDENCE** - "Residence" means a private, single family dwelling, constructed or to be constructed on a Lot.

- 2.11 **SUBDIVISION MAP** – "Subdivision Map" means the recorded final Subdivision Map for Tract 2409, described in the Recitals.
- 2.12 **STANDARD SUBDIVISION** – "Standard Subdivision" means a subdivision where there are no common or mutual rights of ownership or use among the Owners of the Lots.

**ARTICLE III
PROPERTY RIGHTS, RIGHTS OF ENJOYMENT AND EASEMENTS**

3.1 PERSONS SUBJECT TO GOVERNING DOCUMENTS.

A. All present and future Owners, tenants and occupants of Lots within the Development shall be subject to, and comply with, each and every provision of the Declaration, as it shall be amended from time to time, unless a particular provision is specifically restricted in its application to one (1) or more of such classes of persons, i.e., Owners, tenants, invitees, etc. The acceptance of a deed to any Lot, the entering into a lease, sublease or contract of sale with respect to any Lot, or the occupancy of any residence shall constitute the consent and agreement of such Owner, tenant or occupant that each and all of the provisions of the Declaration, as the same or any of them may be amended from time to time, shall be binding upon said person and that said person will observe and comply with the Governing Documents.

3.2 RIGHTS OF ENTRY OR USE.

A. Each Lot shall be subject to the following right of entry and use:

1. The right of the Declarant or its designees to enter upon any portion of the Development to construct the improvements to the Property and to make repairs and remedy construction defects, provided that such entry shall not interfere with the use or occupancy of any occupied Lot unless authorized by its Owner, which authorization shall not be unreasonably withheld.

3.3 OTHER EASEMENTS.

A. Each Lot and its Owner, as the case may be, is declared to be subject to all easements, dedications, and rights-of-way granted or reserved in, on, over, and under the Property and each Lot as shown on the Subdivision Map.

3.4 DELEGATION OF USE.

A. Any Owner may delegate his rights of use and enjoyment of the Development to the members of his family, his guests, tenants, employees, and invitees, and to such other persons as may be permitted by the Declaration. However, if an Owner has sold his Lot to a contract purchaser or has leased or rented it, the Owner, member of the Owner's family, guests, tenants, employees, and invitees shall not be entitled to use and enjoy any of such rights in the Development while the Owner's Lot is occupied by the contract purchaser or tenant. Instead the contract purchaser, or tenant, while occupying such Lot, shall be entitled to use and enjoy such rights and can delegate the rights of use and enjoyment in the same manner as if such contract purchaser or tenant were an Owner during the period of his occupancy. No such delegation shall relieve an Owner from liability to the other Owners for performance of the covenants, conditions and restrictions contained in the Declaration. Any lease, rental agreement or contract of sale entered into between an Owner and a tenant or contract purchaser of a Lot shall require compliance by the tenant or contract purchaser with all of the covenants, conditions and restrictions contained in the Declaration, which provisions shall be for the express benefit of each Owner. Each Owner shall have right of action directly against such tenant or contract purchaser of an Owner, as well as against the Owner, for nonperformance of any of the provisions of the Declaration to the same extent that such right of action exists against such Owner.

3.5 ASSIGNMENT OF DECLARANT'S RIGHTS.

A. Nothing in the Declaration shall limit the right of Declarant to complete construction of improvements on Lots owned by Declarant or to alter them or to construct additional improvements, as Declarant deems advisable before completion and sale of the entire Development. The rights of Declarant in the Declaration may be assigned by Declarant to any successor to all or any part of any Declarant's interest in the development, as developer, by an express assignment incorporated in a recorded deed that transfers any such interest to a successor or to a Mortgagee acquiring Declarant's interest in the Development by foreclosure or by deed in lieu of foreclosure.

**ARTICLE IV
COVENANTS AND USE RESTRICTIONS**

4.1 RESIDENTIAL USE.

A. Lots shall be used for residential purposes only, and no part of the Development shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. Except if the proper license is obtained from the County of San Luis Obispo allowing such use. However, for a period of five (5) years from the date of recordation of the Declaration, Lots owned by Declarant may be used by Declarant, or

its designees, as models, sales offices, and construction offices for the purposes of developing, improving, and selling Lots in the Development.

4.2 LEASING.

- A. An Owner is permitted to lease or rent Owner's Lot. However, any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all terms and provisions of the Declaration, and any lease or rental agreement shall comply with Subsection 3.4 of the Declaration, entitled "DELEGATION OF USE", and shall specify that failure to abide by such provisions shall be a default under the lease or rental agreement.

4.3 MAINTENANCE – OWNER RESPONSIBILITY.

- A. Each Owner of a Lot shall be responsible for maintaining the structures located upon his Lot, including the equipment and fixtures in the structure and its walls, roof, ceilings, windows and doors in a clean, sanitary, workable and attractive condition, including, but not limited to, the immediate removal of any graffiti. However, each Owner has complete discretion as to the choice of furniture, furnishings and interior decorating, except that windows can be covered only by drapes, shutters, blinds or shades and cannot be painted or covered by foil, cardboard, or other similar materials.
- B. Furthermore, each Owner shall water, plant, cut, remove, and otherwise care for the landscaping located on his or her lot in a safe, neat, and orderly manner. Owner shall provide for cutting of front lawn in its entirety at least once every two weeks.
- C. The Owner is responsible for maintaining the eight (8) foot parkway between the sidewalk and the curb in front of their lot at their own expense. Street trees in the parkway are the responsibility of each lot owner to maintain or replace if they are damaged. They are to be replaced with at least a 25" box with the same variety tree.
- D. Prior to formation of the Landscaping Assessment District: (See Section 7.11 – Assessment District)
1. Lots 1, 15, 16 and 28 are responsible to keep the 4' wide pedestrian/equestrian trail clear of weeds at their own expense.
 2. Lots 1, 2, 3, 4, 5 and 6 are responsible for the care and maintenance of the additional landscaping and parkways starting from the rear fencing of their yard to the curb and the soundwall along Tefft Street at their own expense.
 3. Lots 4 and 5 are responsible for the care and maintenance of the landscaping of the 20' wide pedestrian path adjacent to their side yard.
- E. Prior to formation of the Flood Control District (See Section 7.11 – Assessment District)
1. The owner of Lot 29 will be responsible for the care and maintenance of the drainage basin, the drainage basin fencing and landscaping.
 2. Once the Flood Control District is formed Lot 29 will be transferred in fee to the District. The District will assure the care and maintenance of the basin, basin fencing and the landscaping.
 3. The Flood Control District will coordinate with the Landscaping District to maintain the perimeter landscaping of Lot 29.
- F. If a dispute occurs regarding the lack of care of a front yard landscape and a complaint is filed by more than one neighbors against the owner of the property in dispute, the parties agree that a written report by two landscape maintenance companies, stating that the yard shows lack of care, will be the final determining factor requiring the owner to take the necessary action to bring the landscape up to the standard of the neighborhood. The owner also agrees that if it is determined that maintenance is needed, one of the two landscape maintenance companies will care for the yard for two months at the owner's expense.

4.4 OFFENSIVE CONDUCT: NUISANCE.

- A. No noxious or offensive activities including, but not limited to, repair of automobiles or other motorized vehicles, shall be conducted within the Development. Except that minor maintenance to the owner's personal car may be done within the confines of the owner's garage. Nothing shall be done on or within the Development that may be or may become an annoyance or nuisance to the residents of the Development, or that in any way interferes with the quiet enjoyment of occupants of Lots, including, but not limited to, the reasonable control of barking dogs. The barking of a dog or dogs will be considered excessive when more than one lot owner has expressed an objection in writing to the dog owner.

4.5 SOLAR ACCESS.

- A. No vegetation, structures or other objects will be allowed upon any Lot or Common Area creating a restriction of the neighboring Lots' solar access to such a degree that it unreasonably disturbs the Owner's or tenant's of said Lots enjoyment of his or her Lot or the Common Area.

4.6 PARKING RESTRICTIONS: USE OF GARAGES.

- A. No vehicle shall be parked or left in the Development other than within an enclosed garage or on the appurtenant driveway or any designated guest parking area or space and at no time shall a motor vehicle of any kind be permitted on the front yard landscaping. No boat, trailer, recreational vehicle, camper, or commercial vehicle shall be parked or left in the Development for a period longer than forty-eight (48) hours over any two hundred forty (240) hour period. Except if parked in a designated RV parking area. A designated RV parking area is defined as an area set back a minimum of thirty (30) feet from the front property line and screened from the street by a gate, which is a minimum of six (6) feet high. In the area

where the RV is parked, landscape shall screen the portion of the RV which extends above the property line fence. The landscaping shall be of a type which will grow to a height of eight (8) feet minimum in a four-year period. The intent of this restriction is to provide for every Lot Owner a reasonably attractive view from their Lot.

- B. All driveways and garages shall be maintained in a neat and orderly condition. Any garages shall be used for the parking of vehicles only and shall not be converted for living, business or recreational activities if doing so would preclude the parking of vehicles in it.
- C. Neighbors shall be considerate of parking for more than 12 hours in front of neighbor's house. It would be considered appropriate to allow your neighbor the ability to have guests be able to park in front of their home.

4.7 SIGNS.

- A. No sign of any kind shall be displayed to the public view on or from any Lot without the written approval of each of the other Owners, except such signs as may be used by the Declarant or its designees for the purpose of developing, selling and improving Lots within the Development and then only for a period of time not to exceed the date on which the last Lot is sold by Declarant or five (5) years from the date of recordation of the Declaration, whichever is sooner. In exercising its rights under this provision, Declarant shall not unreasonably interfere with the use of the Development by any Owner. However, one sign of customary and reasonable dimensions advertising a Lot for sale or for rent may be placed within any Lot.

4.8 ANTENNA AND EXTERNAL FIXTURES.

- A. No radio poles or antennas shall be constructed, erected, or maintained on or within the Lot or on any structures on it. Except for small television satellite dishes. These satellite dishes shall not be more than 30' in diameter if they are visible from the front of the property. An effort must be made to place the dish in an inconspicuous area.

4.9 GAS OR LIQUID STORAGE.

- A. No tank for the storage of gas, caustic chemicals, or hazardous waste shall be installed on or in the Development unless such installation is done by Declarant.

4.10 ARCHITECTURAL.

- A. All plans for construction of homes in the Development must be approved for architectural design by Ron Edwards or his designee.
 1. Roofs must be of concrete or clay tile.
 2. Landscape must be installed in front and rear yards prior to occupancy of Owner.
 3. All exterior colors are to be approved by Ron Edwards or his designee.
 4. Any accessory buildings must be built of the same materials as the home (Section 4.22).
 5. Patio covers must be approved by Ron Edwards or designee. Patio covers that have solid roofs must be of concrete or clay tile to match the home or manufactured aluminum patio covers.

4.11 FENCES AND WALLS.

- A. Each Lot and its Owner shall be responsible for the maintenance, repair, and reconstruction of that portion of any wall or fence which is located upon his or her Lot, including, but not limited to, the immediate removal of any graffiti. Any such maintenance, repair or reconstruction so undertaken must be done in manner that will restore said wall or fence to its original appearance and condition.

4.12 ANIMALS.

- A. No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be kept on any Lot or elsewhere within the Development except that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets within any Lot, if they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. Each person bringing or keeping a pet upon the Development shall be liable to other Owners, their family members, guests, invitees, tenants, and contract purchasers, and their respective family members, guests, and invitees for any damage to person or property proximately caused by any pet brought upon or kept upon the Development by the person or by members of his family, his guests, or invitees, including, but not limited to, the application of reasonable control to ensure said pets do not interfere with the quiet and peaceful enjoyment of the Properties by other Owners and residents

4.13 USE OF VEHICLES.

- A. No boat, truck, trailer, van, camper, recreational vehicle, or tent shall be used as a living area while located within the Development. However, trailers or temporary structures for use incidental to the initial construction of the Development or the initial sales of Lots may be maintained within the Development, provided structures will be promptly removed upon completion of all initial construction and all initial sales.

4.14 TRASH DISPOSAL.

- A. No trash, garbage, rubbish or other waste material shall be allowed to accumulate on any Lot unless stored in appropriate sanitary covered disposal containers located within the enclosed backyard area adjacent to the Owner's residence and screened from view from any street or neighboring Lot. Except, on the scheduled day for trash pickup, these receptacles may be located in the places specifically designated for such purposes. Any extraordinary accumulation of rubbish, trash, garbage or debris, such as, but not limited to, debris generated upon vacating the premises or during the construction of modifications and improvements, shall be removed from the Lots to a public dump or trash collection area by the Owner or tenant at his or her expense.

4.15 OUTSIDE LAUNDERING AND DRYING.

A. Except for clotheslines that are appropriately located, there shall be no exterior drying or laundering of clothes on balconies, patios, porches, or other outside areas.

4.16 MACHINERY AND EQUIPMENT.

A. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a private residence or appurtenant structures within the Development.

4.17 HOT WATER HEATERS.

A. All hot water heaters installed within any residence shall be of the "Low Nox" type as defined by the County Air Pollution Control District.

4.18 WATER SUPPLYING APPLIANCES.

A. No water supplying appliances of any kind shall be permitted on any Lot or within any Residence unless such appliances are ultra flow, such as, but not limited to 1.6 gallon toilets and 1.0 GPM showers and faucets.

4.19 CHANGING GRADES, SLOPES AND DRAINAGE.

A. No change in the established grade or elevation of said Lot and no change in the established slope or ratio of the cuts and fills which alters established drainage patterns shall be permitted without the prior written approval of the County. For the purpose hereof established draining patterns are defined as the drainage patterns existing at the time the grading of said property was completed in conformity with the grading and drainage plan heretofore approved by said City.

4.20 DILIGENCE IN CONSTRUCTION.

A. The work of constructing and erecting any building or structures shall be prosecuted diligently and continuously from the commencement thereof until the same is completed, all of which shall occur within a reasonable period of time. All Structures shall be suitably painted, colored or stained immediately upon construction pursuant to plans and specifications.

B. Subject to delays caused by weather, every Owner of a Lot within the Development shall be responsible for installing the front yard prior to the issuance of a Certificate of Occupancy and the rear yard landscaping must be substantially completed within ninety (90) days after issuance of the above-mentioned Certificate of Occupancy.

4.21 SECOND STORY WINDOWS.

A. No windows, terraces, porches and the like, other than those originally installed, shall be permitted above the first floor of any two-story Residence, except upon the prior written approval of any contiguous Lots. The contiguous Lot Owners shall predicate their approval on the basis of a demonstration that such features will not violate the privacy of the adjoining Residence. There may be a consideration of the limited use of special types of glass that promote light but obscure views, such as, block, bottle or other textured glass, as a means of accommodating such windows while preserving the privacy of the adjoining Residence.

4.22 DETACHED STRUCTURES.

A. All structures which are detached from the residence, other than garages, may not be more than eight (8) feet in height at its highest point, have a footprint no larger than ten (10) feet by ten (10) feet and be of metal or vinyl construction or of the same material as the residence. This also applies to the construction of children's play equipment.

4.23 COMPLIANCE WITH LAW.

A. No Owner shall permit anything to be done or kept in his Lot that violates any law, ordinance, statute, rule, or regulation of any local, city, county, state, or federal body.

4.24 LEGAL REMEDIES FOR OWNER NONCOMPLIANCE.

A. The failure of any Owner to comply with any provisions of the Declaration shall give rise to a cause of action in any aggrieved Owner for the recovery of damages or for injunctive relief, or both.

B. In any legal proceeding commenced by anyone entitled to enforce or restrain a violation of the Declaration or any provision thereof, the party or parties shall pay the Attorney's fees of the prevailing party or parties in such amount as may be fixed by the court in such proceeding.

**ARTICLE V
PROTECTION OF MORTGAGEES**

5.1 MORTGAGE PERMITTED.

A. Any Owner may encumber his Lot with a Mortgage.

5.2 CONTROL OF AMENDMENT OR RENOVATION OF DEVELOPMENT DOCUMENTS.

A. In addition to the requirements of Subsection 6.1 of the Declaration, entitled "AMENDMENT OF DECLARATION", and unless a greater percentage is expressly required by the Declaration or by law, the prior written consent or deemed consent as provided below in this clause, of fifty-one percent (51%) of the first Mortgagees of the Lots encumbered by first Mortgages shall be required to add or amend any material provisions of the Declaration or the Subdivision Map, which establish, provide for, govern, or regulate any of the following:

1. Boundaries of any Lot;
 2. The leasing of Lots;
 3. Imposition of any right or first refusal or similar restriction on the right of the Owner to sell, transfer, or otherwise convey his or her Lot; or
 4. Any provisions that are for the express benefit of first Mortgagees or insurers or governmental guarantors of first Mortgages.
- B. For the purposes of this provision, an addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any first Mortgagee who receives a written request to approve of additions requiring consent under this provision who does not deliver or post to the requesting party a negative response within thirty (30) days after such receipt shall be deemed to have concurred with such request.
- 5.3 **LIEN NOT INVALIDATED.**
- A. No breach of any provision of the Declaration shall invalidate the lien of any Mortgage made in good faith and for value; but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee sale, or otherwise.
- 5.4 **MORTGAGEE NEED NOT CURE BREACH.**
- A. Any Mortgagee who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure or assignment in lieu of foreclosure shall not be obligated to cure any breach of the Declaration that is non-curable or the type that is not practical or feasible to cure.
- 5.5 **STATUS OF LOAN TO FACILITATE RESALE.**
- A. Any first Mortgage given to secure a loan to facilitate the resale of a Lot after acquisition by foreclosure or by deed in lieu of foreclosure or by any assignment in lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protection of the Mortgages under the Declaration.
- 5.6 **CONTROL IF MORTGAGEE PROTECTION CONFLICTS WITH OTHER PROVISIONS.**
- A. In the event of any conflict between any of the provisions of Subsection 5.1 through 5.5 of the Declaration and any other provisions of the Declaration, the provisions of Subsections 5.1 through 5.5 of the Declaration shall control.

**ARTICLE VI
AMENDMENT OF DECLARATION**


- 6.1 **AMENDMENT OF DECLARATION.**
- A. Before the close of the first sale of a Lot in the Development to a purchaser other than Declarant, this Declaration and any amendments to it may be amended in any respect or revoked by the execution by Declarant and any Mortgagee of record of an instrument amending or revoking this Declaration.
- B. After the close of the first sale of a Lot in the Development to a purchaser, other than Declarant, this Declaration may be amended or revoked in any respect by the vote or written consent of not less than:
1. Fifty-one percent (51%) of all of the Owners; and
 2. Fifty-one percent (51%) of the Owners excluding Declarant. However, if any provision of this Declaration requires a greater or lesser percentage of the voting Owners in order to take affirmative or negative action under such provision, the same percentage of such Owners shall be required to amend or revoke such provision. Also, if the consent or approval of any governmental authority, Mortgagee or other person, firm, agency, or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration no such amendment or revocation shall become effective unless such consent or approval is obtained. Any amendment or revocation subsequent to the close of such first sale shall be evidenced by an instrument which makes appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the office of the County Recorder of the County.
- 6.2 **RELIANCE ON AMENDMENTS.**
- A. Any amendments made in accordance with the terms of the Declaration shall be presumed valid by anyone relying on them in good faith.
- 6.3 **COUNTY APPROVAL REQUIRED FOR CERTAIN AMENDMENTS.**
- A. Notwithstanding any other provision of this Declaration, no amendment, change, modification, or termination of the conditions, covenants and restrictions of this Declaration regarding the following provisions shall be effective for any purpose until approved in writing by the Director of Planning and Building of the County of San Luis Obispo, California; (a) the requirement that the Lots only be used for residential purposes, (b) maintenance of the drainage basin, (c) maintenance of the drainage basin fencing and its landscaping, (d) maintenance of the parkways, landscaping, and street trees, (e) maintenance of the West Tefft Street sound wall and adjacent landscaping, (f) maintenance of the pedestrian/equestrian path along Tejas Place, and (g) maintenance of the pedestrian path and its landscaping between Lots 4 and 5.

**ARTICLE VII
GENERAL PROVISIONS**

- 7.1 **HEADINGS.**
A. The headings used in the Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of the Declaration.
- 7.2 **SEVERABILITY OF PROVISIONS.**
A. The provisions of the Declaration shall be deemed independent and severable, and the invalidity of partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provisions.
- 7.3 **CUMULATIVE REMEDIES.**
A. Each remedy provided for in the Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in the Declaration shall not, under any circumstances, be construed as a waiver of the remedy.
- 7.4 **VIOLATIONS AS NUISANCE.**
A. Every act or omission in violation of the provisions of the Declaration shall constitute a nuisance and, in addition to all other remedies set forth, may be abated or enjoined by any Owner.
- 7.5 **NO DISCRIMINATORY RESTRICTIONS.**
A. No Owner shall execute or cause to be recorded any instrument that imposes a restriction upon the sale, leasing or occupancy of his Lot on the basis of race, sex, marital status, national ancestry, color, or religion.
- 7.6 **LIBERAL CONSTRUCTIONS.**
A. The provisions of the Declaration should be liberally construed to effectuate its purpose. Failure to enforce any provision of the Declaration shall not constitute a waiver of the right to enforce the provisions thereafter.
- 7.7 **NUMBER: GENDER.**
A. The singular shall include the plural and the plural the singular unless the context requires the contrary; and the masculine, feminine and neuter shall each include the masculine, feminine, or neuter as the context requires.
- 7.8 **BINDING EFFECT.**
A. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors, and assigns of the Owners.
- 7.9 **NO FIXED TERM.**
A. The Declaration shall continue in full force and effect until the Declaration is revoked pursuant to Subsection 6.1 of the Declaration, entitled "AMENDMENT OF DECLARATION".
- 7.10 **NOTICES.**
A. Any notice permitted or required by the Declaration may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, first class, certified, postage prepaid, addressed to the person to be notified.
- 7.11 **ASSESSMENT DISTRICT.**
A. **Landscaping District**
1. It is the intent of the Nipomo Community Services District (NCSD) to form a Landscape Maintenance District. The Owners are hereby made aware that they would become a part of the Landscape District. The purpose of the District would be to assume the responsibility for the long-term maintenance of the landscaping areas for the Tefft Street Frontage, the pedestrian trail between lots 4 and 5 and the equestrian trail on Tejas Street and the perimeter landscaping around the basin. The formation of the district will also include a taxing ability to fund the cost of this landscaping maintenance. All lots within this project will be included and taxed for the Assessment District. (See Section 4.3.D.)
- B. **Flood Control District**
1. It is the intent of the county to include the basin in their Flood Control District as a separate parcel. The District will be responsible for the long-term maintenance of the facility and the landscaping. The formation of this district will also include a taxing ability to fund the cost of this landscaping maintenance. All lots within this project will be included and taxed for the Assessment District. (See Section 4.3.D.) It is the intent of the Nipomo Community Services District (NCSD) to form a Landscape Maintenance District. The Owners are hereby made aware that they would become a part of the Landscape District. The purpose of the District would be to assume the responsibility for the long-term maintenance of the landscaping areas for the Tefft Street Frontage, the pedestrian trail between lots 4 and 5 and the equestrian trail on Tejas Street and the perimeter landscaping around the basin. The formation of the district will also include a taxing ability to fund the cost of this landscaping maintenance. All lots within this project will be included and taxed for the Assessment District. (See Section 4.3.D.)

Declarant has executed this instrument as of the 30 day of NOVEMBER, 2001.

Paul Edwards Promotion, LLC
A California Limited Liability Company

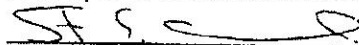
By: 
Ronald H. Edwards, Member

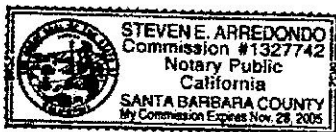
ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF Santa Barbara

On 11/30/2001, before me, Steven E. Arredondo
a Notary Public in and for said County and State, personally

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

 (Seal)
Signature of Notary



CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned beneficiary of the beneficial interest recorded as Document No. 2000-040860, under that certain Deed of Trust dated July 17, 2000, recorded as Document No. 2000-040860 on July 20, 2000 of official records of the County of San Luis Obispo, State of California, consents to all of the provisions contained in the Declaration of Covenants, Conditions and Restrictions executed by Paul Edwards Promotion, LLC, as Declarant, dated _____ in the official records of the County of San Luis Obispo, State of California, and agrees that the lien of the deed of trust shall be junior and subordinate and subject to the Declaration.

BENEFICIARY

Hacienda Bank

By: 
Its: Executive Vice President

By: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Santa Barbara } ss.

On 11-16-01 before me, Tracey Paulson, Notary
Date Name and Title (If Not "Jane Doe, Notary Public")
personally appeared Douglas Ransdale
Name of Signer

personally known to me
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/hers/their authorized
capacity(ies), and that by his/hers/their
signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s)
acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.
Tracey Paulson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
- Corporate Officer — Title(s)
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Signer Is Representing: _____