Return to:
Robert Folkerts
1155 Grand ave
Arroyo Grande, Ca 93420

08592 14F A00005.00CTRECR

DOC. NO. 12006
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL
MAR 14 1977
WILLIAM E. ZIMARIK
COUNTY RECORDER
TIME 8:05 AM

Recording Requested By:
CUESTA TITLE GUARANTY COMPANY
P. O. BOX 1265
SAN LUIS OBISPO, CA 93401

DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS AND CONDITIONS APPLICABLE TO
TRACT NO. 572 IN THE COUNTY OF
SAN LUIS OBISPO, STATE OF CALIFORNIA

This DECLARATION is made on the 4th of November 1976, by Robert F. Folkerts, as owner of the real property described as follows:

Tract No. 572, in the County of San Luis Obispo, State of California, as per map recorded March 14, 1977 in Book 9 at Page 21 of Maps.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten years unless an instrument signed by a majority of the then owners of the residences shall have been recorded, agreeing to change said covenants in whole or in part. County "T" zoning takes precedence over all the following restrictions.

I

Said premises shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot other than one independent trailer coach, or Mobile Home as now called, bearing a tag of approval of the California Division of Housing or equivalent, and not more than two accessory structures limited to the following: garages, carports, utility rooms, recreational rooms, large storage rooms and cabanas. These structures to be built according to the building regulations established at present or in the future for home construction, requiring building permits and inspection by the County Building Department. Small storage room for garden tools, etc. will not be counted in the limit of two structures, to be placed on the rear of the lot.

II

No building or Mobile Home coach shall be located nearer than fifteen feet to the front property line; nor nearer than ten feet to any side street, if a corner lot; nor nearer than five feet to the side property line; nor nearer than ten feet from the rear property line.

III

No building or structure, other than a Mobile Home coach, that has been built, constructed or prefabricated elsewhere, in whole or in part, shall be erected, moved to, or placed upon the lot; except cabanas manufactured for the Mobile Home.

IV

No structure or building erected in the tract shall at any time be used as a residence, either permanent or temporarily.

V

Yards must be landscaped within 90 days after occupancy and maintained at all times for a pleasing appearance and to reduce fire hazard. This applies to renters or leasors as well as property owners. Unoccupied lots must be kept free from weeds by the owner. Landscaping cannot be all black top or cement in front yards. This does not pertain to the driveway or sidewalk as long as the width is within reason.

VI

No poultry, rabbits or livestock of any kind, excepting household pets consisting of dogs, cats, and birds shall be kept or maintained on any Lot or parcel of said property. Dogs must be fenced in or kept on leash.

VII

No outdoor storage of miscellaneous articles will be permitted on any Lot. (This shall be construed to prohibit storage under or around the Mobile Home).

VIII

No building, remodeling or storage of boats shall be permitted in front yards. (This pertains to the 15 ft. setback area).

IX

No parking of travel trailers, boats, or dilapidated cars shall be permitted on the streets within the subdivision for a period of more than three days. No parking of any of the above mentioned items in the front yard at any time.

X

This property is restricted to modern Mobil Homes constructed within four years of the time of purchase of the lot. These Mobile Homes must be 12 feet wide or wider and must have skirting. Any deviations would have to be approved by Robert F. Folkerts.

XI

Garbage cans, trash containers and trash must be kept out of sight except on pick-up days. All trash and waste must be kept in sanitary containers.

XII

Clothes lines or outside laundry facilities must be in the rear or fenced in to prevent being seen from the street.

XIII

Overhauling, remodeling or paint spraying of cars, trailers or Mobile Homes is not permitted unless parked in owners approved type garage.

XIV

Fences shall not be over 2 1/2 feet high, the depth of the setback from the street, in order not to obstruct visibility of driveways and traffic. Maximun height of other fences shall be 6 feet. Fences shall be constructed of redwood, stained or painted or concrete block, and all fences shall be kept in good repair and maintained to offer a pleasing appearance. No wire fences shall be permitted.

XV

Said premises shall not be used for the purposes of drilling for or producing therefrom, oil, gas or other hydrocarbon substances and or minerals.

XVI

The discharge of water softener regeneration brine to the wastewater treatment or disposal system is prohibited.

XVII

It is anticipated that at an undetermined future date sanitary sewer service will become available to the subject property through the Nipomo Community Services District. If at the time of the first sale of property within the property covered by this Declaration such service has not been extended to in front of said property, the Declarant shall not be responsible in any way for the furnishing or securing of such service, and the same shall be the responsibility of the respective property owners within said property.

All rights and obligations of Declarant under his sewage agreement with Nipomo Community Services District dated August 25, 1976, and subsequent amendments thereto, shall be deemed to be binding upon, and to inure to the benefit of, each of the purchasers of property within the property covered by this Declaration. Should said District at any time serve upon Declarant a Notice of Intent directing Declarant to connect to said sewer system, Declarant shall immediately notify each owner of property within the subdivision to proceed with such connection, and if they do not commence said work within ninety (90) days of said notice, Declarant may perform the same and charge all costs therefor to said owners on a prorate basis.

XVIII

If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein. It shall be lawful for any other person or persons owning real property situated in said tract or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants and either prevent him or them from so doing, or to recover damages or other dues for such violations.

XIX

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full effect and force.

XX

A breach of any of the Restrictions, Covenants or Conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on said lots or any portion thereof, but said Restrictions, Covenants and Conditions shall be binding upon and effective against any owner of said land whose title is acquired by the foreclosure of any lien or mortgage thereon or sale under any deed of trust given to secure the payment of money.

IN WITNESS WHEREOF, the parties to these present have hereunto set their hands, the year and date first above written being.

Robert F. Folkerts

ROBERT F. FOLKERTS

CUESTA TITLE

STATE OF CALIFORNIA
COUNTY OF San Luis Obispo } SS.

On November 4, 1976 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert F. Folkerts

, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

OFFICIAL SEAL
CHARLENE R. LIMA
NOTARY PUBLIC-CALIFORNIA
SAN LUIS OBISPO COUNTY
My Commission Exp. Feb. 23, 1980

Signature Charlene R. Lima

Charlene R. Lima
Name (Typed or Printed)
Notary Public in and for said County and State

Individual
A-1

END OF DOCUMENT

VOL 1963 PAGE 719
FOR NOTARY SEAL OR STAMP

Recording requested by &
when recorded to:

Robert Folkerts
1155 Grand Avenue
Arroyo Grande, CA 93420

AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS AND CONDITIONS

TRACT NO. 572

COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

This amendment to Declaration of Restrictions, made this 30th day of March, 1977, by ROBERT F. FOLKERTS, hereinafter referred to as "Declarant":

WHEREAS, Declarant is the owner of certain real property located in the County of San Luis Obispo, State of California, described as Tract No. 572, per map recorded March 14, 1977, in Book 9, Page 21, of Maps in the office of the San Luis Obispo County Recorder; and

WHEREAS, Declarant has heretofore executed a Declaration of Protective Restrictions, Covenants and Conditions applicable to said property, which Declaration was recorded March 14, 1977, in Book 1963, Page 717, Official Records in the Office of the San Luis Obispo County Recorder; and

WHEREAS, Declarant, still being the sole owner of record of said property, desires by this amendment to amend said Declaration in order to delete Paragraph XVII thereof.

NOW, THEREFORE, Declarant declares as follows:

1. That certain Declaration of Protective Restrictions, Covenants and Conditions recorded March 14, 1977, at Book 1963, Page 717, Official Records of San Luis Obispo County, be and is hereby amended by deleting therefrom Paragraph XVII in its entirety.

2. In all other respects, Declarant declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to each and all of the covenants and restrictions set forth in said Declaration of Protective Restrictions, Covenants and Conditions, expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said real property.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Restrictions the day and year first above written.

DECLARANT:

Robert F. Folkerts
ROBERT F. FOLKERTS

STATE OF CALIFORNIA )
) ss
County of San Luis Obispo)

On this 30th day of March, 1977, before me, a Notary Public in and for said State, personally appeared Robert F. Folkerts, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
CHARLENE R. LIMA
NOTARY PUBLIC-CALIFORNIA
SAN LUIS OBISPO COUNTY
My Commission Exp. Feb. 23, 1980

Charlene R. Lima
Notary Public in and for said State