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### 2024032333

RECORDING REQUESTED BY: Fidelity National Title Company

Escrow No.: FSLC-0022400396

When Recorded Mail To:

Richard A. Ladendorf and Laura Lee Ladendorf

284 Rio Rd

Arroyo Grande, CA 93420

**Elaina Cano** San Luis Obispo - County Clerk-Recorder 11/01/2024 11:43 AM

Recorded at the request of: FNT SOUTH COUNTY COST CENTER

Titles: 1 Pages: 13

Fees: \$50.00 Taxes: \$0.00 Total: \$50.00

APN/Parcel ID(s): 075-321-040

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declares exemption under the following:

Exempt from fee per GC 27388.1(a)(2); This document is a transfer that is subject to Documentary Transfer Tax.

FIRST AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS, AND GRANT OF EASEMENTS

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Additional recording fee applies)

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Printed: 11.01.24 @ 08:40 AM CA-FT-FSLC-01500.076002-FSLC-0022400396

## RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Richard and Laura Ladendorf 284 Rio Road Arroyo Grande, CA 93420

APNs: 075-321-037, -038, -039, -040

# FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND GRANT OF EASEMENTS

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND GRANT OF EASEMENTS (this "Amendment") is made effective as of the date of recording by Richard A. Ladendorf and Laura Lee Ladendorf (collectively, the "Declarant"), with reference to the following facts:

#### Recitals

- A. WHEREAS, on March 15, 2023, Declarant recorded a Declaration of Covenants, Conditions and Restrictions, and Grant of Easements as <u>Document No. 2023006989</u> in the Official Records of San Luis Obispo County, California (the "Original Declaration"); and
- B. WHEREAS, Declarant is the sole owner of all of the Parcels and is thereby authorized to amend the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:

- 1. Replacement of Exhibits A, C, and D. Exhibits A, C, and D as attached to the Original Declaration have been updated and replaced as follows:
  - 1.1. <u>Replacement of Exhibit A (Illustrative Map of Parcels)</u>. Exhibit A as attached to the Original Declaration and referenced in Recital A thereof is hereby deleted and replaced with <u>Exhibit "1"</u> attached hereto. All references in the Original Declaration to Exhibit A are hereby amended to refer to <u>Exhibit "1"</u> attached hereto.
  - 1.2. Replacement of Exhibit C (Access and Utility Easement Area). Exhibit C as attached to the Original Declaration and referenced in Section 2.2 thereof is hereby deleted and replaced with Exhibit "1" and Exhibits D-1 and B-1 attached hereto. Exhibit "1" depicts the approximate locations of the various Access and Utility Easements, including the Shared Road and utility lines located outside of the Shared Road as shown thereon. Exhibits D-1 and B-1 contain the surveyed description of the location of the easement for the Shared Road. All references in the Original Declaration to Exhibit C are hereby amended to refer to Exhibit "1" and Exhibits D-1 and B-1 attached hereto.
  - 1.3. <u>Replacement of Exhibit D (Water Facilities Easement Area)</u>. Exhibit D as attached to the Original Declaration and referenced in Section 3.3 thereof is hereby deleted and replaced with <u>Exhibit "1"</u> attached hereto. All references in the Original Declaration to Exhibit D are hereby amended to refer to <u>Exhibit "1"</u> attached hereto.

- 1.4. <u>Other Exhibits Not Affected</u>. For clarification, Exhibits A-1, A-2, A-3, and B as attached to the Original Declaration are unaffected by this Amendment.
- 2. <u>Section 2.6.</u> Section 2.6 of the Original Declaration is hereby deleted and replaced with the following:
  - 2.6. <u>Road Maintenance Fund</u>. To ensure the upkeep and maintenance of the Shared Road, including any privacy gates, security systems, and other associated improvements, an account shall be funded and maintained by the Owners (the "Road Maintenance Fund") as follows:
  - 2.6.1. Contributions by Owners. The Owners shall contribute annually to the Road Maintenance Fund in an equal amount per Parcel as initially established by Declarant, and thereafter by a majority vote of Owners. In addition, upon each transfer of ownership of a Parcel, a transfer fee shall be paid by the new owner of the Parcel to the Road Maintenance Fund in an amount as initially established by Declarant, and thereafter by a majority vote of Owners. The amounts of the initial annual contribution and transfer fee as established by Declarant are set forth in the Castle Bluff Road Maintenance Guidelines (the "Road Guidelines"). The Road Guidelines may be amended from time to time by a majority vote of the Owners; provided, however, that all amounts established therein for the Road Maintenance Fund shall be reasonably calculated to provide for the anticipated costs of both the routine maintenance as well as the reserves for the long-term repair and replacement of the Shared Road and associated improvements. Owners shall not be entitled to a refund of any money contributed to the Road Maintenance Fund. The Road Maintenance Fund shall be used to pay the shared obligations of the Owners as described in Sections 2.5.1 and 2.5.2 of this Declaration. In the event that the funds available in the Road Maintenance Fund are insufficient to cover all of the shared costs incurred pursuant to Sections 2.5.1 or 2.5.2, then the Owners shall be responsible for promptly paying (within 30 days of presentation of an invoice) their share of any such excess costs. For clarification, Declarant shall, at Declarant's expense, provide the initial design and construction of the Shared Road, which shall be built in accordance with the driveway plans dated May 24, 2024 prepared by Declarant's civil engineer.
  - 2.6.2. Management of Road Maintenance Fund. The Declarant is designated as the initial manager of the Road Maintenance Fund, and in such capacity shall have the authority to issue invoices, collect payments, maintain bank accounts, hire and pay for contractors and service providers, and to do all other things necessary or convenient to accomplish the ongoing maintenance, repair and replacement of the Shared Road and associated improvements as contemplated in this Declaration. Declarant shall continue to serve as manager of the Road Maintenance Fund until either Declarant no longer owns one of the Parcels or Declarant resigns from said position, whichever occurs first. In the event that Declarant ceases to serve as manager of the Road Maintenance Fund, a successor manager shall be elected by a majority vote of the Owners to serve for a term of five (5) years. Thereafter, future successor managers shall be elected by a majority vote of the Owners to serve for five (5) year terms. To be qualified to be elected as a successor manager, a person shall be an Owner and shall be in good standing with regard to payments owed for their Parcel pursuant to this Declaration. Once Declarant ceases to serve as manager, the Owners may, by majority vote, (i) modify the number of managers, the length of the manager's term, or the qualifications of the manager, and/or (ii) establish an association, either unincorporated or incorporated, for the purpose of operating and managing the Road Maintenance Fund. The Owners acknowledge, on their own behalf and on behalf of their heirs, successors, assignees and representatives, that, except as otherwise provided herein, all actions taken in good faith by the Declarant or any successor manager in connection with the management of the Road Maintenance Fund cannot and shall not serve as the basis for any civil liability and each Owner, for his/her/its heirs, successors, assigns and representatives waives and releases any

rights or claims which arise out of or relate to good faith decisions of the Declarant or any successor manager in connection with the management of the Road Maintenance Fund.

- 2.6.3. Access and Utility Easement for Parcel 4. For clarification, the Access and Utility Easement Area includes the area on Parcel 1 for the benefit of Parcel 4 that is depicted on Exhibit "1" as '25.00' Private Access Easement to Lot 4' (the "Parcel 4 Access Easement Area"). However, the Parcel 4 Access Easement Area is not part of the Shared Road, which is located as described in Exhibits D-1 and B-1. The Owner of Parcel 4 will be solely responsible for the design, construction, maintenance, repair and replacement of any driveway and associated improvements that are installed on the Parcel 4 Access Easement Area.
- 3. <u>Section 3.8.</u> Section 3.8 of the Original Declaration is hereby deleted and replaced with the following:
  - 3.8. <u>Management of Water Facilities</u>. The shared Water Facilities shall be managed as follows:
  - 3.8.1. Parcel 1 Owner to Manage Shared Water Facilities. The Owner of Parcel 1 shall be responsible for the maintenance and operation of the shared Water Facilities. The Owner of Parcel 1 shall endeavor to keep the shared Water Facilities in good working order and to promptly repair or replace and damaged components. Water shall be provided to each Parcel and each Parcel shall have a water meter to track water usage. The Owner of Parcel 1 may elect to hire professionals and consultants to perform all or some of the Water Facilities management obligations described herein and any such expenses incurred shall be included with the costs of operating the shared Water Facilities as set forth in Section 3.7.1. The Owners acknowledge, on their own behalf and on behalf of their heirs, successors, assignees and representatives, that, except as otherwise provided herein, all actions taken in good faith by the Owner of Parcel 1 in connection with the management of the Water Facilities cannot and shall not serve as the basis for any civil liability and each Owner, for his/her/its heirs, successors, assigns and representatives waives and releases any rights or claims which arise out of or relate to good faith decisions of the Owner of Parcel 1 in connection with the management of the Water Facilities.
  - Maintenance of Water Facilities Serving Their Parcel. Each Owner shall be responsible for performing and paying for the installation and all materials for the Water Facilities serving only their Parcel, including without limitation the water meter. All such Water Facilities serving only one Parcel shall be maintained, repaired, and replaced by the Owner of said Parcel at their sole cost and expense. Each Owner shall maintain all such Water Facilities serving their Parcel in good operating condition at all times and immediately repair any leaks in order to prevent loss of water. Should an Owner fail to timely or properly maintain the Water Facilities for which they are responsible, the Owner of Parcel 1 shall have the right to enter upon any Parcel where such Water Facilities are located and to cause the same to be maintained, repaired or replaced, and to charge the Owner of the applicable Parcel for the cost thereof, plus a reasonable management fee. All such amounts incurred on behalf of an Owner shall be due and payable by said Owner within thirty (30) days of presentation of an invoice.
  - 3.8.2. Water System Fund. An account for the operation, maintenance, repair and replacement of the shared Water Facilities (the "Water System Fund") shall be established by the Owner of Parcel 1. Each Owner shall pay to the Owner of Parcel 1 a charge based on water usage, which charge shall be reasonably calculated by the Owner of Parcel 1 to cover the cost of providing water, the development of the Water Facilities, and reasonable reserves. All other costs and expenses associated with the management, maintenance, and operation of the Water Facilities shall be allocated to the Parcels as provided for in this Declaration. In addition, upon each transfer of ownership of a Parcel, a water system transfer fee shall be paid by the new

owner of the Parcel to the Water System Fund in an amount as initially established by Declarant. The amounts of the water usage rates and water system transfer fee as established by Declarant are set forth in the Castle Bluff Water System Guidelines (the "Water Guidelines"). The Water Guidelines, including without limitation the water usage rates and water system transfer fee, may be modified by the Owner of Parcel 1 from time to time; provided, however, that all amounts established therein for the Water System Fund shall be reasonably calculated to provide for the anticipated costs of water usage, routine operation and maintenance of the shared Water Facilities, as well as the reserves for the long-term repair and replacement of the shared Water Facilities. Owners shall not be entitled to a refund of any money contributed to the Water System Fund. The Water System Fund shall be used to pay the shared obligations of the Owners as described in Sections 3.7.1 and 3.7.2 of this Declaration. In the event that the funds available in the Water System Fund are insufficient to cover all of the shared costs incurred pursuant to Sections 3.7.1 or 3.7.2, then the Owners shall be responsible for promptly paying (within 30 days of presentation of an invoice) their share of any such excess costs.

- 4. <u>Section 4.3</u>. Section 4.3 of the Original Declaration is hereby deleted and replaced with the following:
  - 4.3. <u>Building Requirements</u>. The primary residence constructed on a Parcel shall not be less than 2,500 square feet, exclusive of open porches, garages, patios, exterior stairways, and landings. In addition, the Parcels shall be subject to the following building requirements and restrictions:
    - 4.3.1. Fencing Requirements for Parcels 2 and 3. Upon conveyance of Parcel 2 and Parcel 3 by Declarant, the Owner of the applicable Parcel shall install, at the Owner's expense, fencing on the Owner's Parcel in accordance with this Section 4.3.1. The fencing shall be white four (4) rail high density polyethylene (HDPE) ranch style fencing as described in Exhibit "2" attached hereto. The fencing shall be installed in the locations shown on Exhibit "2". The fencing required by this Section 4.3.1 shall be installed by the Owner of the applicable Parcel within two (2) years after the date of conveyance of the Parcel by Declarant or within six (6) months after County approval of building permit(s) for a residence on the Parcel. All fencing installed pursuant to this Section 4.3.1 shall be maintained in a good and attractive condition by the Owner of the Parcel on which it is located.
    - 4.3.2. <u>Landscaping Along Shared Road</u>. The landscaping on Parcels 2 and 3 along the portion of the Shared Road from Rio Road to Parcel 1 is restricted as follows: Any trees shall be planted at least ten (10) feet from the edge of the curb of the Shared Road. The area within two (2) feet from the edge of the curb of the Shared Road shall remain unplanted in accordance with applicable fire code. Tree selection shall be limited to dwarf / semi-dwarf citrus trees or similar so as to provide a view corridor for Parcel 2. Any trees, vegetation, or improvements that may be located in this area shall not exceed twelve (12) feet in height as measured from the original elevation of surface of the land as it existed on the date this Amendment is recorded.

5. <u>Defined Terms</u>. Any defined terms used herein and not specifically defined in this Amendment shall have the meanings given to them in the Original Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment as of the date written below.

DECLARANT:

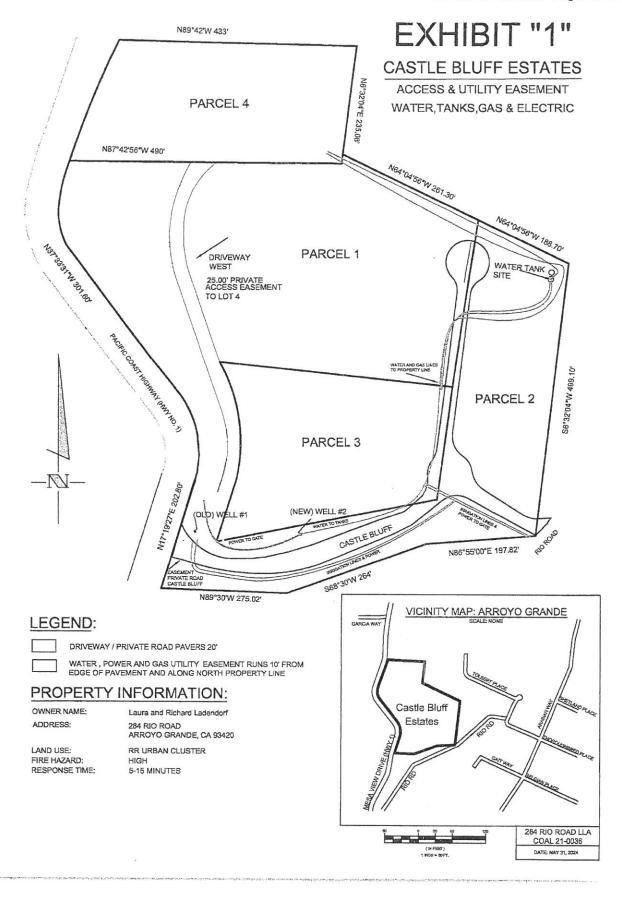
Richard A. Ladendorf

Laura Lee Ladendorf

who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA ) SS. COUNTY OF SAN LUIS OBISPO 11/1/2024 , before me J. Solis Notary Public, personally appeared Richard A. Ladendorf , 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. Notary Public - California San Luis Obispo County Commission # 2380776 Signature Comm. Expires Oct 29, 2025 A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA ) ss. COUNTY OF SAN LUIS OBISPO On 11/1/2024 , before me J. Solis , Notary Public, personally appeared Laura Lee Ladendorf , who proved to me on the basis of satisfactory evidence On 11/1/2024 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 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. J. SOLIS Notary Public - California San Luis Obispo County Signature Commission # 2380776 My Comm. Expires Oct 29, 2025

A notary public or other officer completing this certificate verifies only the identity of the individual

NOTARY ACKNOWLEDGMENT



#### EXHIBIT D-1

#### DRIVEWAY EASEMENT

OVER A PORTION OF THAT REAL PROPERTY SITUATED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AS DESCRIBED IN CERTIFICATES OF COMPLIANCE RECORDED AS DOCUMENTS NUMBER 2023-006986, 2023-006987 AND 2023-006988, OFFICIAL RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2 OF COAL 21-0036 AS SHOWN ON SAID CERTIFICATE OF COMPLIANCE RECORDED AS DOCUMENT NUMBER 2003-006988;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL SOUTH 85° 05' 54" WEST 22.59 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 55° 01' 25" WEST 115.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 40.00 FEET:

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72° 11' 24" A DISTANCE OF 50.40 FEET;

THENCE SOUTH 52° 47' 11" WEST 84.09 FEET:

THENCE SOUTH 69° 42' 13" WEST 189.00 FEET;

THENCE SOUTH 80° 01' 14" WEST 26.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 84.50 FEET:

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 56' 39" A DISTANCE OF 33.84 FEET;

THENCE NORTH 77° 02' 06" WEST 67.55 FEET:

THENCE NORTH 64° 55' 24" WEST 37.70 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 84.50 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33° 31' 17" A DISTANCE OF 49.44 FEET;

THENCE NORTH 31° 24' 07" WEST 32.53 FEET TO THE EASTERLY LINE OF HIGHWAY 1 AS SHOWN ON SAID CERTIFICATE OF COMPLIANCE RECORDED AS DOCUMENT NUMBER 2003-006986:

THENCE ALONG SAID EASTERLY LINE NORTH 15° 30' 24" EAST 47.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 180.00 FEET;

THENCE NORTHERLY ALONG SAID EASTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 01' 58" A DISTANCE OF 3.24 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 83.50 FEET AND A RADIAL BEARING OF SOUTH 35° 06' 48" WEST:

THENCE LEAVING SAID EASTERLY LINE AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 29' 05" A DISTANCE OF 34.23 FEET;

THENCE SOUTH 31° 24' 07" EAST 34.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET:

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33° 31' 17" A DISTANCE OF 23.40 FEET;

THENCE SOUTH 64° 55' 24" EAST 33.18 FEET;

THENCE SOUTH 77° 02' 06" EAST 71.10 FEET:

THENCE NORTH 80° 01' 14" EAST 30.87 FEET;

THENCE NORTH 69° 42' 13"E 183,77 FEET:

THENCE NORTH 49° 53' 24" EAST 43.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET:

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51° 47' 28" A DISTANCE OF 36.16 FEET;

THENCE NORTH 01° 54' 04" WEST 5.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 27' 19" A DISTANCE OF 30.94 FEET;

THENCE NORTH 33° 33' 15 "EAST 19.37 FEET;

THENCE NORTH 09° 08' 34" EAST 270.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET AND A RADIAL BEARING OF NORTH 76° 13' 38" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58° 18' 00" A DISTANCE OF 30.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 49.00 FEET AND A RADIAL BEARING OF NORTH 50° 06' 27" EAST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 277° 36' 14" A DISTANCE OF 237.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET AND A RADIAL BEARING OF SOUTH 26° 28' 25" EAST:

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59° 17' 19" A DISTANCE OF 31.04 FEET;

THENCE SOUTH 09° 08' 34" WEST 227.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.55 FEET AND A RADIAL BEARING OF SOUTH 79° 17' 07" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 38' 59" A DISTANCE OF 43.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 46.75 FEET AND A RADIAL BEARING OF SOUTH 34° 37' 39" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 13' 01" A DISTANCE OF 38.52 FEET:

THENCE SOUTH 09° 57' 37" EAST 9.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 03' 48" A DISTANCE OF 31.46 FEET;

THENCE SOUTH 55° 01' 25" EAST 105.00 FEET TO THE EASTERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID EASTERLY LINE SOUTH 04° 48' 06" WEST 34.14 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESRIBED EASEMENT BEING GRAPICALLY SHOWN ON EXHIBIT B-1 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

NAL LAND

ATE OF CALIFO

PREPARED BY:

G.B. LAND SURVEYING

GARY P SAINES L.S. N.S. 8203

DATE: 6/03/2024

