

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO,
MANDERLEY PROPERTY SERVICES
3563 EMPLEO STREET, SUITE B
SAN LUIS OBISPO, CA 93401

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
Oct 04, 2000
Time: 13:21

[5]

RF -1 19.00
TOTAL 19.00

**CERTIFICATE OF FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Certificate of Amendment is made September 15, 2000, by the FALCON RIDGE ESTATES HOMEOWNERS ASSOCIATION, (the Association) a California nonprofit mutual benefit corporation.

WHEREAS, the Membership has considered the Declaration of Covenants, Conditions and Restrictions recorded on December 10, 1987, at Deed Book Volume 3082, Page 867 through 883 inclusive, shown as Tract 1256 recorded in Book 14, Page, 33, of Book of Maps: and

WHEREAS, more than two-thirds of the Members of the Association voted in favor of the amendment set forth below, to modify the declaration as it applies to boundary fencing; and to conform to the requirements of the California Civil Code; but not to any provisions requiring approval of the Planning Director of the County of San Luis Obispo;

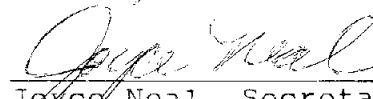
NOW, THEREFORE, THE ASSOCIATION, by the Certificate executed by its Secretary, amends the Declaration as Follows:

Replace Exhibit C with the attached Exhibit C showing particulars on
a through-the-post fencing option.

the Secretary of the Association shall execute and record this amendment pursuant to Article IV Section 8 of the Declaration.

EXECUTION

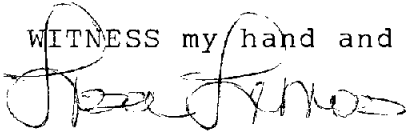
The Association has caused this Certificate to be executed by its Secretary on October 4, 2000


Joyce Neal, Secretary

State of California
County of San Luis Obispo

On October 4, 2000, before me, the undersigned Notary Public, personally appeared Joyce Neal, who is personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by here signature on the instrument the Association on behalf of which she acted executed the instrument.

WITNESS my hand and official seal



Description of Attached Document

Title or Type: Certificate of Fourth Amendment
to the Declaration of Covenants,
Conditions and Restrictions

Document Date:

Capacity Claimed Secretary
by the Principal
Signer:

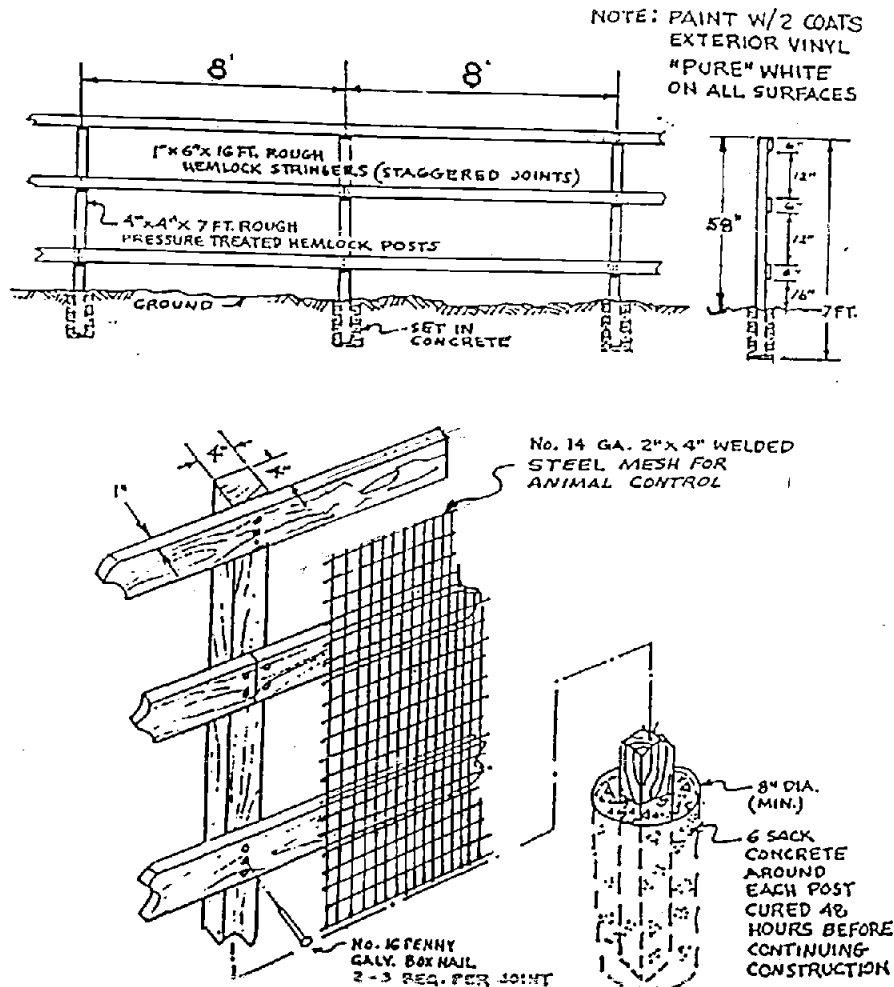
Signer is Falcon Ridge Estates
Representing: Homeowners Association

EXHIBIT C PAGE 1 OF 2

**FALCON RIDGE ESTATES, TRACT 1256, SAN LUIS OBISPO, CALIFORNIA
PROPERTY BOUNDARY FENCING SPECIFICATIONS**

WOOD FENCING

SIDE MOUNTED RAILS



THROUGH-THE-POST RAILS

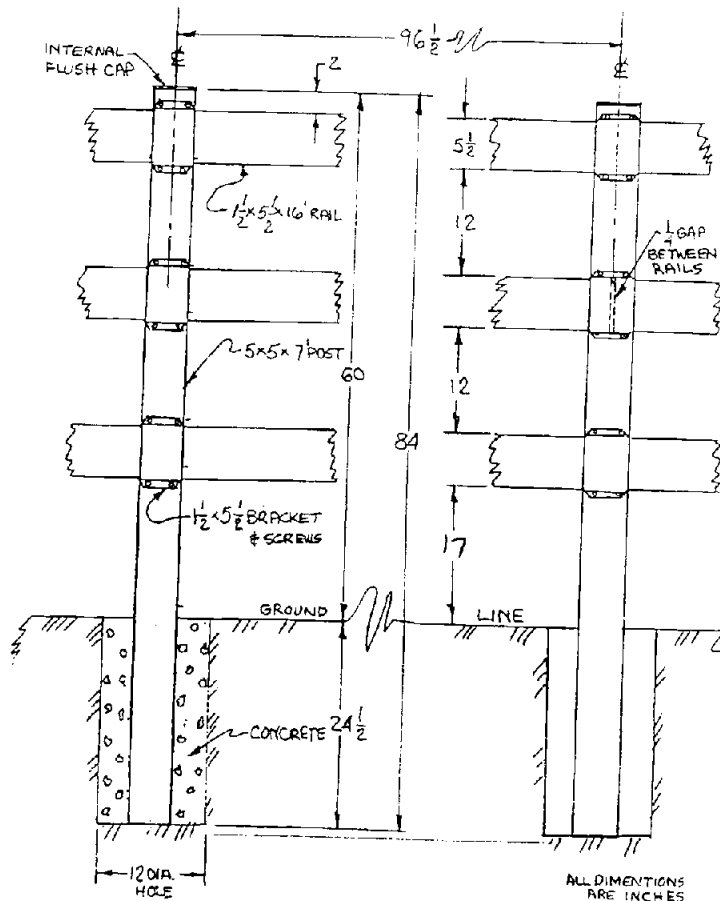
The materials dimensions and heights above the ground shall be as shown above. The top rail must be located as close to the top of the post as possible. When animal control mesh is needed, the mesh is limited to rail sections between the posts, with some loss of strength resulting.

EXHIBIT C PAGE 2 OF 2

SPECIFICATIONS FOR VINYL FENCING OPTIONS

Materials chosen shall be Country Estate Fence Co., or equal. Dimensions are to be close approximations of the dimensions of the corral board wooden boundary fencing specifications on Exhibit C page C-1

SIDE MOUNTED RAILS



THROUGH-THE-POST RAILS

The materials dimensions and heights above the ground shall be as shown above.

ANIMAL CONTROL MESH

When animal control mesh is needed the 14 gage mesh illustrated on page C-1 is mounted on the outside of the corral board rails. On side-mounted vinyl fencing, however, manufacturers recommend mounting the wire mesh between the rails and the posts for more strength. For large animals, a heavier, 12 gage welded wire mesh is recommended. On through-the-post fencing, the mesh is limited to sections between the posts resulting in loss of strength.

RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO
MANDERLEY PROPERTY SERVICES
3563 EMPLEO ST. SUITE B
SAN LUIS OBISPO, CA 93401

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
Apr 16, 1999
Time: 13:35

RF -1 19.00

[5]

TOTAL 19.00

**CERTIFICATE OF THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Certificate of Amendment is made March 23, 1999, by the FALCON RIDGE ESTATES HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, ("ASSOCIATION").

WHEREAS, the membership has considered the Declaration of Covenants, Conditions and Restrictions recorded on December 10, 1987, at Deed Book Volume 3082 Page 867 through page 883 inclusive; shown as Tract 1256 recorded in Book 14 Page 33 of Book of Maps; and

WHEREAS, a majority of the members of the ASSOCIATION voted in favor of the amendment as set forth below, to modify the Declaration as it applies to banking, assessments, management, enforcement, architectural control, and voting; and to conform to the requirements of the California Civil Code; but not to any provisions requiring approval of the Planning Director of the County of San Luis Obispo;

NOW, THEREFORE, the ASSOCIATION, by the Certificate executed by its Secretary, amends the Declaration as follows:

Replace Section II.D.5. BANK ACCOUNT, with the following:

II.D.5. BANK ACCOUNTS: The Association shall maintain an account or accounts in instruments selected from time to time by majority vote of the Board of Directors, including the following:

a. All funds collected by the Association for current operations shall be deposited in interest-bearing accounts in banking or savings and loan institutions.

b. All funds collected by the Association for reserves for capital expenses relating to the repair and maintenance of the road easements, electrically operated entrance gates and street lighting, and for such other contingencies as may be required for good business practice, shall be deposited in interest bearing accounts in banks or savings and loan associations, or invested in Treasury Bills or Certificates of Deposit, or otherwise prudently invested, and shall collectively be referred to as "Reserve Account(s)".

c. Funds deposited in the Reserve Account(s) shall be held in trust and may be used by the Board only for the purposes for which collected.

d. Any withdrawal from a Reserve Account shall require the signature of two Officers.

Replace Section II.D 7. MANAGMENT, with the following:

7. MANAGEMENT:

7.1. Board of Directors: The Members of the Association, by majority vote, shall select from within the Association, a Board of Directors, who will carry out the provisions of this Declaration and the actions voted on by Members of the Association.

7.2. Officers and Managers: The Board of Directors shall appoint a President, a Secretary, and a Treasurer from among the elected Directors. The Board may employ a manager, an independent contractor, or such other employees as it deems necessary for proper management of the Association.

7.3. Architectural Committee: The Members of the Association, by majority vote, shall select from within the Association three Members to act as an Architectural Committee to carry out the functions outlined herein under Article III "Restrictions". Members may appeal to the Board of Directors adverse decisions by the Architectural Committee.

Replace Section II.D.8. MEETINGS, with the following:

8. MEETINGS: Meetings of the Association may be called at any reasonable time by twenty five percent (25%) or more of the Members, giving at least fifteen (15) days writtn notice.

. Replace Section II.D.10 REGULAR ASSESSMENTS, with the following:

10. REGULAR ASSESSMENTS: Not less than forty five (45) days prior to the beginning of each calendar year, the Board of Directors shall estimate the operating and capital reserve expenses, including the expenses enumerated in Article II.D.6, for the following year. Those expenses shall be assessed prorata against each Owner of a legal lot or parcel.

a. The prorata amount to be charged to each Owner shall be entered in an assessment roll showing each legal lot or parcel and the name and address of its owner, and the amounts which have been paid or remain unpaid. The assessment roll shall be maintained in the records of the Association, and be open at all reasonable times for inspection by the Owner or an authorized representative.

b. The Board shall mail a bill for the pro rata assessment of each Owner to the last address on the books, or supplied by the Owner for the purpose, not less than forty five (45) days prior to the beginning of the fiscal year. The assessment shall be due and payable in advance on the first day of the fiscal year. Regular assessments may be collected on an annual, quarterly or monthly basis as determined by the Board.

11. SPECIAL ASSESSMENTS: During any calendar year the Board, with the approval of two-thirds of the Members of the Association at an annual meeting or a special meeting called for the purpose, may levy a special assessment applicable to that year only. The levy shall include the schedule of collection. Special assessments may be levied only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, with the approval of two-thirds of the Members, or for emergency expenses.

Replace Section II.D.11 ENFORCEMENT, with the following:

11. ENFORCEMENT OF ASSESSMENTS: Whenever assessments are duly charged against an Owner, the Association shall have the right, after reasonable prior notice, to enforce collection by administrative action, and by action at law in the Name of the Association. The prevailing party in such action shall be entitled to reasonable attorney's fees and court costs as part of the judgement.

Add a new Section II.D.13.:

13. SUSPENSION OF VOTING RIGHTS: The Board may temporarily suspend the voting rights of a Member, after reasonable prior notice, for violations of this Declaration, or Association By-Laws and published rules. Temporary suspension of voting rights shall be restored not later than completion of correction of the violation.

Replace Section III.B.9. with the following:

9. Exterior textures and colors shall be unifying and harmonize with the setting and with the design and colors of existing structures, and consistent with the architectural style of the structure. Earth and other natural tones are encouraged. Exterior finish and colors must be approved prior to painting or repainting.

Replace Section III.D. SIGNS, with the following:

D. SIGNS: No sign or advertisement of any kind shall be displayed at any entrance, easement, lot or parcel, except that "FOR SALE" or "FOR RENT" signs of customary and reasonable dimensions may be displayed on the offered lot or parcel.

Replace the first sentence of Section III.F. VEHICLES, with the following:

F. VEHICLES: All boats, working trucks, trailers, recreational vehicles, and non-operational vehicles kept upon a Lot or Parcel shall be screened from view from other residences.

Replace Section III.G VEHICLES AND TONNAGE LIMIT, with the following:

G. VEHICLES AND TONNAGE LIMIT: No vehicle having steel wheels or tractor-type steel tread shall be allowed to be operated on the road easements. Overweight rubber-tired vehicles such as concrete trucks, heavy earth-moving equipment, or trailer rigs that haul them, are not allowed to be operated on the road easements without first obtaining written permission from the Board of Directors and providing written agreement to be liable for all damage caused by such overweight vehicles.

Change Section III.H.2. by replacing "Association Manager" with "Board of Directors".

Replace Section IV.H. as follows:

H. AMENDMENT: This Declaration may be amended or terminated in whole or in part by an affirmative vote of two-thirds of the Members of the Association entitled to vote, and after the amendment has been duly executed and recorded in the Office of the County Recorder of the County of San Luis Obispo, California.

Add a new Section IV.I. ANNEXATIONS AND DISPOSITIONS:

I. ANNEXATIONS AND DISPOSITIONS: Property can be annexed, or detached or sold from the Declaration only upon the affirmative vote of two-thirds of the Members of the Association entitled to vote.

The Secretary of the ASSOCIATION shall execute and record this amendment pursuant to Article IV Section H of the Declaration.

EXECUTION

The ASSOCIATION has caused this Certificate to be executed by its Secretary on April 13, 1999.

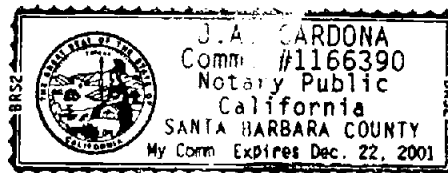
Barry Rossum 4/13/99
Barry Rossum, Secretary

State of California
 County of ~~San Luis Obispo~~ Santa Barbara^{Ac}

On April 13, 1999, before me, the Undersigned Notary Public, personally appeared Barry Rossum, who is personally known to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the Association on behalf of which he acted executed the instrument.

WITNESS my hand and official seal

J.A. Cardona

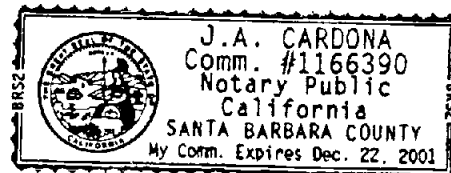


Description of Attached Document

Title or Type: Certificate of Third Amendment to the Declaration of Covenants, Conditions, and Restrictions

Document Date: April 13, 1999

Capacity Claimed by Principal Signer Secretary



Signer is Representing Falcon Ridge Estates Homeowners Association

Doc No: 1998-015674

Rpt No: 00020208

RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:
MANDERLEY PROPERTY SERVICES
820 WALNUT STREET
SAN LUIS OBISPO, CA 93401

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
Mar 20, 1998
Time: 15:38

[2]

RF -1 10.00
TOTAL 10.00

CERTIFICATE OF SECOND AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Certificate of Amendment is made January 24, 1998, by the FALCON RIDGE ESTATES HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, ("ASSOCIATION").

Whereas, the membership has considered the Declaration of Covenants, Conditions, and Restrictions of Falcon Ridge Estates recorded on December 10, 1987 at Volume 3082 Page 867 through Page 883, inclusive, ^{*}and amended on March 18, 1996, as Doc No. 1996-012988, and

Whereas a majority of the membership voted in favor of the amendment as set forth below, the ASSOCIATION by the Certificate executed by its Secretary, now amends the Declaration as follows:

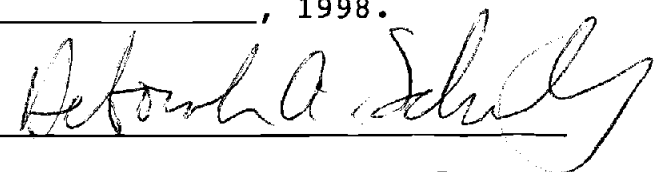
Article III B.7, of the Declaration is hereby deleted as to the first sentence only and replaced as follows:

"Rear and side boundaries of each Lot must have three-rail fencing, constructed of either vinyl or wood painted white, the design specifications being more particularly shown on Exhibit 'C', attached hereto and by reference made a part hereof."

The Secretary of the ASSOCIATION shall execute and record this amendment pursuant to the terms of Article IV, Section H of the Declaration.

EXECUTION

The ASSOCIATION has caused this Certificate to be executed by its Secretary on 3-3, 1998.

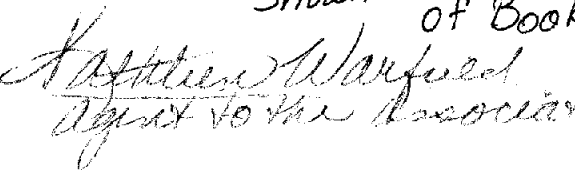


Secretary

Falcon\CCRAmnd2.doc

Shown

as Tract 1256 Recorded in Book 14, Page 33
of Book of Maps

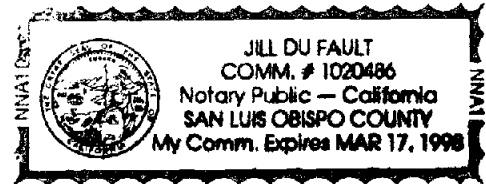
 KATHLEEN WARFIELD
Agent to the Association

State of California
County of San Luis Obispo

On March 20, 1998, before me, the undersigned Notary Public, personally appeared Kathleen Warfield, who is personally known to me, to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposes and says that she was present and saw Deborah A. Schultz, the same person described in and whose name is subscribed to the within instrument in her authorized capacity as a party thereto, execute and deliver the same, and that said affiant subscribed her name to the within instrument as a witness at the request of Deborah A. Schultz.

WITNESS my hand and official seal

Jill Du Fault



Description of Attached Document

Title or Type: Certificate of Second Amendment to Declaration of Covenants,
Conditions, and Restrictions

Document Date: March 3, 1998

Signer Other Than Named Above: Deborah A. Schultz

Capacity Claimed by Principal Signer: President

Absent Signer (Principal) is Representing: Falcon Ridge Estates Homeowners Association

END OF DOCUMENT

Recorded at the request of
Frank Yost, Agent for Falcon
Ridge Estates Homeowners Association

Doc No: 1996-012988

Rec No: 00082315

When recorded mail to :
Frank Yost
2251 Broad St., Suite C
San Luis Obispo, CA 93401

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
Mar 18, 1996
Time: 14:06

RF 7.00
PEN 3.00

[1]

TOTAL 10.00

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FALCON RIDGE ESTATES
HOMEOWNERS ASSOCIATION

NOTICE IS HEREBY GIVEN that the required 2/3 majority of the
Falcon Ridge members voted to amend Article III, RESTRICTIONS,
Section B (Architectural Control), Sub-Section 2, to read as
follows:

2. The minimum size of living area of a residential
unit shall be twenty-five hundred (2,500) square feet. The minimum
size of any garage shall be large enough to contain three (3)
standard automobiles.

Falcon Ridge Estates is located in the City of Arroyo Grande, County
of San Luis Obispo, State of California, and more particularly
described as lots 1 - 31 of Tract 1256, Falcon Ridge, as set forth
on the Map recorded in Map Book 14, Page 33, in the Office of the
County Recorder of the County of San Luis Obispo, State of
California, and Lots 32 - 41 and Parcel 2, 3 and 4 of Parcel Map
CO-81-136 as recorded in Map Book 34, at page 68, in the office of
the County Recorder of said County.

The document being amended is Doc. No. 85431, Vol. 3082, Page 867
recorded on December 10, 1987.

By

Frank Yost
Managing Agent
Falcon Ridge Estates

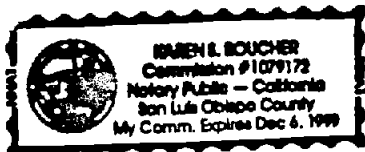
State of California)
County of San Luis Obispo) ss

On 3/18/96 before me, Karen S. Rouben, Notary Public
NOTARY PUBLIC

personally appeared Frank Yost

NAME(S) OF SIGNER(S) []
personally known to me - OR - [] proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within INSTRUMENT and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.



SIGNATURE OF NOTARY

(SEAL)

END OF DOCUMENT

RECORDING REQUESTED BY AND MAIL TO

NAME Cuesta Title Guaranty
STREET 751 Marsh
CITY San Luis Obispo, CA
93401

DOC. NO. 85431
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CA
DEC 1 0 1987
FRANCIS M. COONEY
County Clerk-Recorder
TIME 8:00 AM

DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
FALCON RIDGE ESTATES

THIS DECLARATION is made to amend, in its entirety, that certain
DECLARATION OF EASEMENTS AND DECLARATION OF COVENANTS, RESTRICTIONS
AND CONDITIONS TO PARCELS ONE THROUGH SIX, INCLUSIVE, PARCEL MAP
CO-76-550, recorded on March 29, 1982 as Document 12521 in Book 2396, at Pages 884
through 890, in the Office of the County Recorder of the County of San Luis Obispo,
State of California.

THIS DECLARATION is made this 1st day of July, 1987 by
Huber Ranch Associates, owner(s) of Lots 1 through 31 of real property described as
Tract 1256, Falcon Ridge, as set forth on the Map recorded in Map Book 14,
Pages 33, in the Office of the County Recorder of the County of San Luis Obispo,
State of California, Los Berros Development Group and Charles M. Baker, owner(s) of
Lots 32 through 41 of said Tract 1256 Falcon Ridge, other owners described on Exhibit
"D", owner(s) of real property described as Parcels 2, 3 and 4 of Parcel Map CO-81-
136, as recorded in Map Book 34, at Page 68, in the Office of the County Recorder of
said County, hereinafter referred to as "Owner(s)"; with reference to the following
facts:

It is the desire and intention of the Declarant owners to establish easements for
ingress and egress, easements for the purposed of installation of utilities to serve
the Lots referred to above, and to establish covenants, conditions and restrictions
upon the Lots referred to above in furtherance of a plan for the subdivision,
improvement and sale of the property, for the purpose of enhancing and perfecting the
value, desirability and attractiveness of the property and every part thereof. All of
the easements, covenants, conditions and restrictions shall run with the property and
be binding upon all parties having or acquiring any right, title or interest therein
or any part thereof for the benefit of any portion of the property or any interest
therein, and shall inure to the benefit of and be binding upon each successor in
interest of the owners thereof.

NOW THEREFORE, Declarant hereby declares:

I. DESCRIPTION AND USE OF EASEMENTS:

A. The road easements in this Declaration are commonly referred to as (1)
Falconridge Drive; (2) Coast View Drive; (3) Pleasant Lane (4) Candice Court; (5) Dove
Court, which are more particularly described as shown on Tract 1256 of Maps in the
Office of the County Recorder of the County of San Luis Obispo, State of California,
in Book 14, at Pages 33 through ---, and as shown in attached
Exhibit A hereto and by reference made a part hereof.

B. The underground Utility Easements in this Declaration are described as being
ten foot wide strips of land lying on each side of the above described road easements,
and are more particularly shown on Exhibit A attached hereto and by reference made a
part hereof.

C. The road easements shall also be used for underground utility easements, for the benefit of all the parcels referred to herein.

D. The road easements shall be for the exclusive use of all of the owners referred to herein, and their guests, and for emergency vehicles, i.e., fire, police, ambulance and service vehicles. The road easements shall remain private and shall not be extended to other property other than those properties covered in this Declaration, including any and all underground utilities, including waterlines, without the written approval of a majority of the owners under this Declaration.

E. The underground utility easements described herein shall be for the exclusive use of properties referred to under this Declaration. No underground utility, including waterlines, shall be extended beyond the boundaries of the easements for the benefit of other property outside the properties covered under this Declaration, without the written approval of a majority of the owners under this Declaration.

F. ELECTRICALLY OPERATED ENTRANCE GATES ON FALCONCREST DRIVE:

1. Electrically operated security gates, which can be opened with (1) an electronic actuator from within a vehicle, or (2) by punching code numbers at the pedestal which are located at both of the entrances of Falconcrest Drive.

2. All costs of maintenance, repair or replacement of said gates, and the cost of electricity to operate same shall be prorated and paid by each owner, as to his respective share, within 30 days from receipt of itemized billing from the Board of Directors of the Association referred to herein.

G. STREET LIGHTING:

1. Street lights that are installed at each street intersection shall automatically light each night for the safety of all the owners.

2. All costs of maintenance, repair or replacement of said street lighting, including the cost of electricity to light same shall be prorated and paid by each owner as to his respective share within 30 days from the receipt of itemized billing from the board of Directors of the Association referred to herein.

II. ASSOCIATION:

A. Declarant hereby declares that the name of the Association shall be called "FALCON RIDGE ESTATES HOMEOWNERS ASSOCIATION".

B. Each record owner(s) of each Lot or parcel referred to in this Declaration, shall be a member of the Association and shall have one (1) vote. Each owner shall automatically, upon becoming an owner of record of a Lot or parcel, become a member of the Association, and on sale or transfer of said Lot or parcel, cease to be a member. No certificate of membership, stock certificate or other document evidencing membership in the Association need or shall be issued.

C. **TRANSFERABILITY:** The membership of each owner of record in the Association in appurtenant to and inseparable from the ownership of his Lot or parcel and shall be automatically transferred upon any transfer or conveyance of his Lot or parcel to any transferee or grantee.

D. **POWERS:** The Association, through its Board of Directors, officers or other authorized representatives, for the benefit of all of the Lots or parcels herein, and all of the owners under this Declaration, may from time to time provide, perform, or cause to be performed, maintained, reserved, acquire and contract and pay for, out of the Association funds, any or all of the following:

1. **MAINTENANCE OF THE EASEMENTS:** The maintenance of the paved roadway easements including, but not limited to, repair and/or replacement of the paved surfaces, weed control on the unpaved surfaces, correction of water erosion, drainage facility maintenance, and the like.

2. **INSURANCE:** Procurement of casualty and liability insurance and maintenance thereof over easements described herein, for the protection of all of the owners under this Declaration.

3. **LEGAL AND ACCOUNTING:** The furnishing of legal and accounting services for the Association provided that such services and fees incurred are solely in connection with, (1) maintenance, repair and/or replacement of the road easements, entrance gates and street lighting, (2) the performance and enforcement of the provisions of this Declaration, (3) such other matters pertaining to the subject Lot or parcels as may be approved by a majority vote of the Association's owners.

4. **SUPPLIES:** The procurement and furnishing of office supplies reasonably required for the use in the management, operation and maintenance of the Association.

5. **BANK ACCOUNT:** The Association shall maintain a bank account at Mid-State Bank, Arroyo Grande, California, or such other banking institution as may be designated by a majority vote of the owners then comprising the Association.

6. **MEMBERS PAYMENTS:** Each owner, for himself and his successors in interest, shall pay to the Association such monies as are necessary to pay their share of the maintenance and repair of said roadway easements, the entrance gates and the street lighting as herein above provided and their prorata share of the necessary and reasonable expenses of the Association.

7. **MANAGEMENT:** The members of the Association, by majority vote shall select from within or outside the Association, a Manager, a Secretary and Bookkeeper, who will carry out the provisions of this Declaration and the actions voted on by the members of this Association. The members of the Association, by majority vote shall select from within or outside the Association, three (3) individuals to act as the architectural committee who will, from time to time, carry out the functions outlined herein under "Architectural Control".

8. MEETINGS: Meeting of the Association may be called at any reasonable time by twenty-five per cent (25%) or more of the members by fifteen (15) days written notice to the other members. Such meetings shall be held at _____, at 8:00 P.M.

9. INITIAL PAYMENT: The owners, upon execution of this Declaration and each owner of any subsequently created Lot or parcel within the Lots or parcels included in this Declaration, on becoming a recorded legal Lot or parcel, shall pay into the Association One Hundred Dollars (\$100.00), for the initial cost of maintenance, repair, replacement of the road easements, and electrical charges, entrance gates, and street lights, as herein provided.

10. REGULAR ASSESSMENTS: Not less than thirty days prior to the beginning of each calendar year, the Manager shall estimate the anticipated prorata expenses for the next calendar year for each owner. The amount charged to each said owner shall be set forth upon an assessment roll which shall be maintained and available with the records of the Association and shall be open for inspection at all reasonable times by each owner or his authorized representative. The assessment roll shall show for each legal Lot or parcel the name and address of the owner and his Lot or parcel, and the amount of assessment which have been paid or remain unpaid. The Manager shall mail to each owner, at the address of his Lot or parcel, or such other address as such owner may from time to time designate to the Association, within fifteen (15) days after determination thereof. The assessment made against each owner shall be due and payable in advance on the 30th day after said assessment notice has been mailed.

11. ENFORCEMENT: Whenever such charges are duly charged against an owner of such property, the Association shall have the right, after reasonable prior notice to said delinquent owner, to enforce collection of the same by legal action filed in the name of the Association, and the prevailing party in such action shall be entitled to reasonable attorney's fees and court costs as part of the judgement.

III. RESTRICTIONS:

A. USE OF THE PROPERTY:

1. Each Lot shall be used as a single family residence; except that upon Architectural Committee approval and County approval, one secondary dwelling unit may be constructed in conformance with County's secondary unit ordinance.

2. No Lot shall be used to remove earth, gravel, oil, or other hydrocarbon substances of any kind except for water wells serving domestic gardening purposes, which must have the approval of the County of San Luis Obispo.

3. No living tree having a height of ten feet (10') or more, and having a trunk six inches (6") in diameter or more at ground level shall be destroyed or removed.

4. No further division of the parcels of Tract 1256 may occur.

B. ARCHITECTURAL CONTROL:

1. A grading plan and landscaping plan must be approved by the Architectural Committee and a San Luis Obispo County grading permit must be obtained prior to any excavation, fill, or grading on a residential Lot.

2. The minimum size of living area of a residential unit shall be eighteen hundred (1,800) square feet. The minimum size of any garage shall be large enough to contain three (3) standard automobiles.

3. Development of each lot, including building site location for each residence and septic tank design and location, shall be in accordance with the approved tentative map for Tract 1256, a copy of which is attached hereto as Exhibit 'B' and incorporated by reference herein as though set forth in full.

4. No structures of any type shall be constructed or altered without approval of the Architectural Committee.

5. No residence shall exceed the maximum height of 35 feet. The Architectural Committee may place reasonable height restrictions if ocean views from neighboring residences are being unreasonably restricted.

6. Roof finished materials shall be of wooden shake or shingle, Spanish tile, or cement tile equivalent.

7. Rear and side boundaries of each Lot must have three-rail wooden fencing painted white, the design specifications being more particularly shown on Exhibit 'C', attached hereto and by reference made a part hereof. Where said fencing is to be used to contain animals, steel mesh shall be attached thereon to prevent said animals from chewing boundary fencing.

8. Residence locations on each Lot or parcel shall conform to San Luis Obispo standards. The Architectural Committee shall set reasonable standards regarding setbacks of all structures and improvements.

9. Building exterior finish color shall be in earth hues, or as approved by the Architectural Committee prior to painting or repainting.

10. All improvements that require a County building permit must be completed within eighteen (18) months from issuance of said building permit. Landscaping within thirty feet (30') of the residence constructed must be completed within one hundred twenty (120) days from issuance of final inspection permit.

11. Any trees or shrubs that will obstruct a neighbor's view of the Pacific coastline must be trimmed by the owner of said trees or shrubs, on written request by the Architectural Committee. No trees or shrubs shall be planted upon the road or utility easements, as shown on Exhibit 'A', attached hereto.

C. ANIMALS

1. No swine, goats, or wild animals are allowed to be kept or maintained on the property. No animals or birds may be kept or maintained on the property that cause noxious or offensive odor to the neighbors. One horse or cow per acre of fenced area may be maintained so long as the above conditions do not become a problem to the neighbors. All structures that are used to maintain said animals shall be maintained in a sanitary and paint-protected condition.

2. Household pets, i.e., dogs and cats, shall not exceed a total of five (5) animals. Household pets must be in compliance with the San Luis Obispo laws and regulations for said pets. None of the animals authorized to be maintained hereunder may be kept, bred or maintained for any commercial purpose. Where the San Luis Obispo County laws and regulations and zoning regulations provide for more restrictive regulation of animals than those set forth above, such more restrictive regulations shall prevail.

D. **SIGNS:** Except for "FOR SALE" or "FOR RENT" signs of customary and reasonable dimensions and appearance, no sign or advertisement of any kind shall be displayed from any Lot or Parcel.

E. **NUISANCE:** No noxious, offensive or unlawful activity shall be carried on, nor shall anything be done or placed on any Lot or Parcel or road easement, which shall become a nuisance or cause reasonable embarrassment, disturbance or annoyance to any other owner in use and enjoyment of his Lot or Parcel.

F. **VEHICLES:** No boats, trucks, trailers, or recreational vehicles (except for operational passenger automobiles) shall be kept upon the property or Lot or Parcel unless screened from view from other residences. Said screening may be decorative walls, fencing, or landscaping around adequate paved or concrete parking areas, approved by the Architectural Committee. Mobile homes and modular homes are strictly prohibited, except that an owner may have one mobile home type vehicle to reside in during course of construction of his primary residence for no more than a twelve (12) month period, at which time said mobile home must be removed from the property.

G. **VEHICLE USE AND TONNAGE LIMIT:** No vehicle having steel wheels or tractor-type steel tread shall be allowed to be operated on the road easement. Overweight rubber-tired vehicles, such as concrete trucks, heavy earth moving equipment, or trailer rigs that haul them are allowed on the road easements, without obtaining permission from the Manager of the Association, and agreement to be liable for all damage caused by said overweight vehicle.

H. OWNER'S MAINTENANCE, ALTERATIONS:

I. Each owner shall maintain at his cost and expense of his Lot or Parcel and all improvements thereon.

2. All ground areas on owner's Lot or parcel shall be maintained in a neat and attractive condition with grasses, weeds, shrubs, and trees being controlled so as not to constitute a fire hazard. The Association Manager shall give written notice to owners of Lots or parcels that are determined to be in an unsafe fire hazard condition. Owners shall remove said hazardous condition within fifteen (15) days from receipt of said notice at their expense.

3. Any culverts, ditches, or other installations constructed for drainage purposes on any Lot or parcel shall be maintained by the owner of said Lot or parcel, at owner's expense. Alterations that could effect or obstruct the natural drainage of the property is prohibited.

IV. GENERAL PROVISIONS:

A. SEVERABILITY: The provisions herein shall be deemed independent and severable, and the validity or partial invalidity or unenforceability of any of the provisions hereof shall not affect the validity of the remaining provisions.

B. ENFORCEMENT; WAIVER: The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, and conditions imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

C. BINDING ON SUCCESSORS: This Declaration shall be binding upon, and shall inure to the benefit of, the successors, and assigns of the Declarant, and the heirs, personal representatives, grantees, lessees, contract purchasers, guests and assignees of the owner.

D. ATTORNEY'S FEES: In any action whatsoever arising from rights and obligations established under this Declaration, including but not limited to actions for damages resulting from a breach of this Declaration or actions for specific enforcement hereof, the prevailing party shall be entitled to recover such a reasonable sum as the court may fix as attorney's fees and costs.

E. BREACHES; EFFECT ON LIENS: A breach of any of the provisions of this Declaration will not render invalid or otherwise affect the lien of any mortgage or deed of trust. A mortgagee who acquires title by judicial foreclosure, deed in lieu of foreclosure, or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure. The determination made by a majority vote of the members of the Association as to whether a breach is noncurable or not feasible to cure shall be final and binding on all Mortgagees.

F. LEASES: Any lease of a residence in the development shall provide that the lease is subject to the provisions of this Declaration. Such lease shall further provide that any failure to comply with the terms of such document shall be in default under the lease. All leases of residences shall be in writing.

G. NOTICES: Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the notice has been deposited in the U.S. mail with postage thereon prepaid and addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association.

H. AMENDMENT: This Declaration may be amended or terminated in whole or part an affirmative vote of a majority of the members of the Association, and after said amendment has been duly executed and recorded in the Office of the County Recorder of the County of San Luis Obispo, State of California.

I. COUNTY APPROVAL OF AMENDMENTS: 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 Planning Director of the County of San Luis Obispo, California: (a) regulation of land use, (b) requirement that development of the parcels be in accordance with the approved tentative map including building site location and septic tank design and location, (c) prohibition against further subdivision of any of the parcels, (d) dissolution of the "Falcon Ridge Estates Homeowners' Association."

IN WITNESS WHEREOF, the foregoing instrument was subscribed thday first written

HUBER RANCH ASSOCIATES, a Limited Partnership

By: Charles M. Baker ✓
Charles M. Baker, General Partner

By: Alan F. Ryzner ✓
Alan F. Ryzner, General Partner

Charles M. Baker ✓
Charles M. Baker

LOS BERROS DEVELOPMENT GROUP,
a California General Partnership

BY: A&J INVESTMENTS INC., a Nevada
Corporation, a general partner

Jeffrey G. Green
President - Jeffrey G. Green
Marita Green Secretary

BY: Marita Green
Vick Pace
Vick Pace, General Partner

BY: Fred Abraham
Fred Abraham, General Partner

SIGNATURES OF RECORD OWNERS (CONT.)

Vick Pace
VICK PACE

Brent W. Beahm
BRENT W. BEAHM



Step 2

STATE OF CALIFORNIA
COUNTY OF San Luis Obispo } SS.
On November 25, 1987 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared

Vick Pace and
Brent W. Beahm

known to me
to be the person S whose name same subscribed to the within
instrument and acknowledged that they executed the same.

Signature

Rachelle Kellogg
Rachelle Kellogg

Name (Typed or Printed)

Notary Public in and for said County and State

Individual
CT 129 A-1



FOR NOTARY SEAL OR STAMP

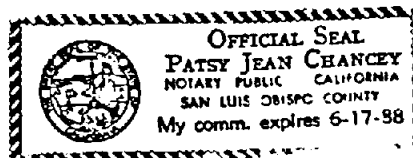


Sample

STATE OF CALIFORNIA
 COUNTY OF San Luis Obispo } ss.
 On July 1, 1987 before me,
 the undersigned, a Notary Public in and for said County and State,
 personally appeared Charles M. Baker

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
 to be the person(s) whose name(s) is subscribed to the within
 instrument, and acknowledged that he executed it.

Signature Patsy Jean Chancey
 Notary Public in and for said County and State



Individual
WS-201 (1-8-81) 262
Sample

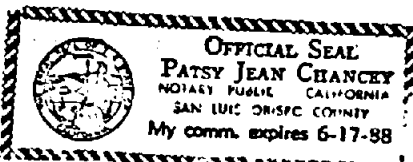
FOR NOTARY STAMP

State of California }
 County of San Luis Obispo } ss.

On this the 1st day of July 1987, before me,

Patsy Jean Chancey
 the undersigned Notary Public, personally appeared

Vick Pace



☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
 to be the person(s) who executed the within instrument on behalf of the
 partnership, and acknowledged to me that the partnership executed it.
 WITNESS my hand and official seal.

Notary's Signature Patsy Jean Chancey

PARTNERSHIP ACKNOWLEDGMENT FORM 7130 052

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • Woodland Hills, CA 91364

State of California }
 County of San Luis Obispo } ss.

On this the 1st day of July 1987, before me,

Patsy Jean Chancey
 the undersigned Notary Public, personally appeared

Charles M. Baker and Alan F. Ryzner



☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
 to be the person(s) who executed the within instrument on behalf of the
 partnership, and acknowledged to me that the partnership executed it.
 WITNESS my hand and official seal.

Notary's Signature Patsy Jean Chancey

VCL 3082 PAGE 876

PARTNERSHIP ACKNOWLEDGMENT FORM 7130 052

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • Woodland Hills, CA 91364

Staple

Staple

STATE OF CALIFORNIA

COUNTY OF MARIPOSA

SS.

On this the 6th day of July, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared JEFFREY G. GREEN personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and MARITA GREEN

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the

Secretary of

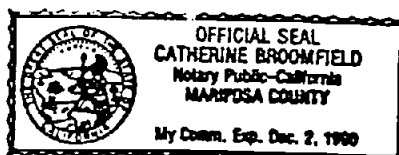
A & J INVESTMENTS, INC. the corporation that executed the within instrument on behalf of Los Berros Development Group the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same. WITNESS my hand and official seal.

CATHERINE BROOMFIELD

Catherine Broomfield
Signature



FOR NOTARY SEAL OR STAMP



State of Nevada

County of Clark

SS.

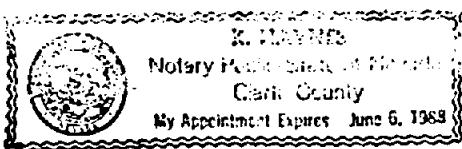
On this the 10th day of July, 1987, before me,

Kelly Haynes

the undersigned Notary Public, personally appeared

*Fred Abraham*only

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument on behalf of the partnership, and acknowledged to me that the partnership executed it. WITNESS my hand and official seal.



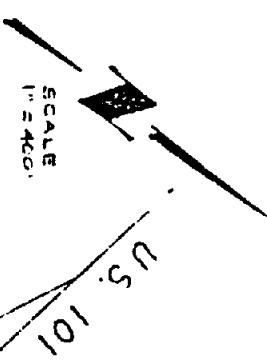
Kelly Haynes
Notary's Signature

Recorder's Memo
 Poor Record is Due To
 Quality of Original Document

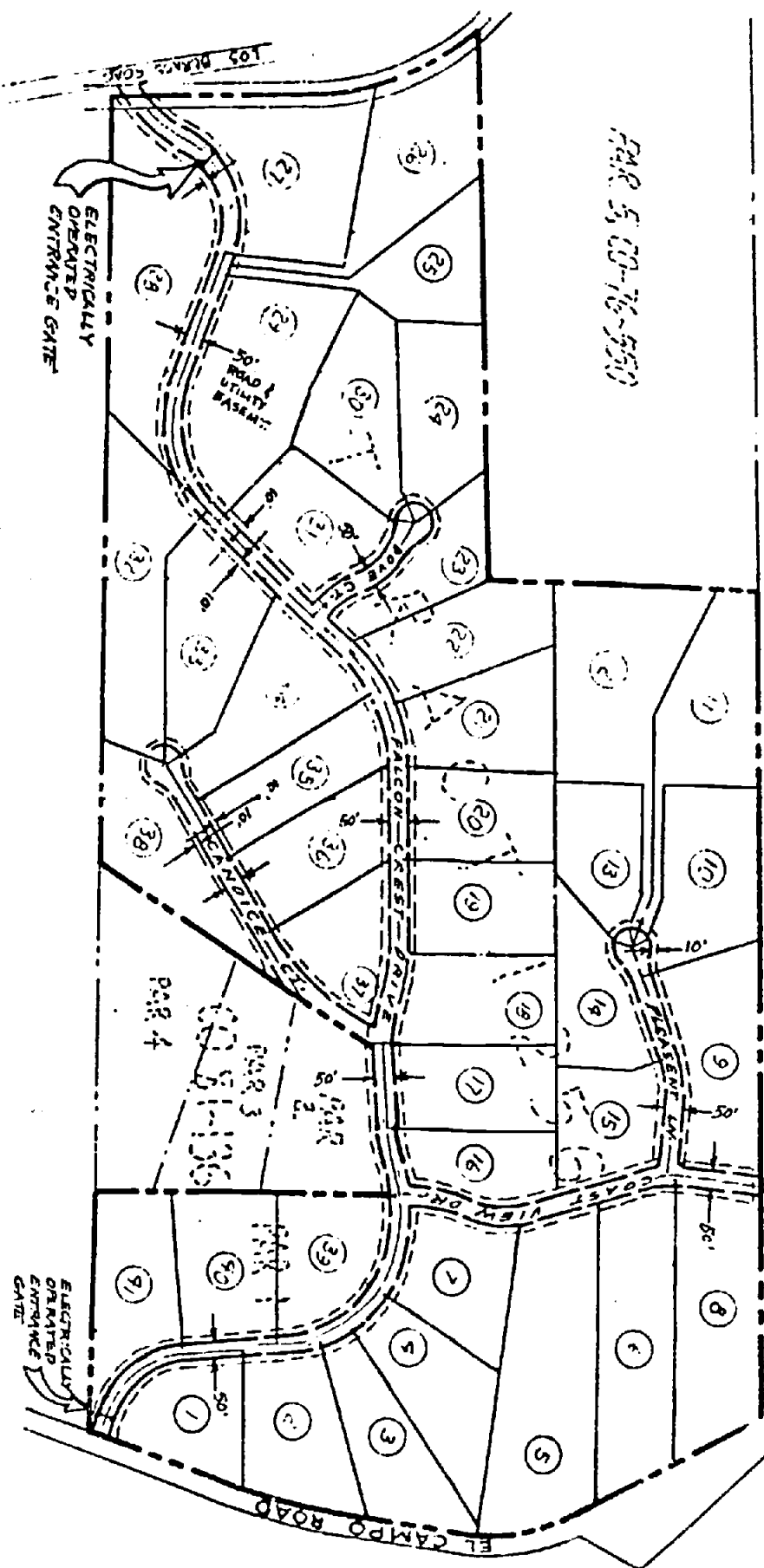
EXHIBIT "A"

PART OF ALLOCATION OF EASEMENTS, CO. 1A
 LOCATION OF RUDOLPH EASEMENTS AS SHOWN
 LOCATION OF TEN FOOT WIDE PUBLIC & PRIVATE
 UTILITY EASEMENTS AS SHOWN

ACCORDING TRACT 1255, PAR 1, 2, 3 & 4 OF CO-57-136,
 AND PARCEL 5 OF CO-76-550 INCLUSIVE



PAR 5 OF CO-76-550



GENERAL NOTES

I. SERVICES

1. ELEC. PACIFIC GAS & ELECTRIC CO
2. TELEPHONE PACIFIC BELL CO.
3. CABLE TV SONIC CABLE TV CO.

4. WATER RURAL WATER CO

5. SANITATION APPROVED WASTEWATER TREATMENT & DISPOSAL SYSTEM (MOUND SYSTEM)

6. FIRE OCEANO FIRE DEPT. & NIPOMO DEPT OF FORESTRY UNIT.

7. POLICE SLO COUNTY SHERIFFS DEPT UNIT IN OCEANO.

8. DRAINAGE STORM WATER RUNOFF WILL BE DISCHARGED INTO LOS DERROS CREEK.

9. ROAD MAINTENANCE: ROADS TO REMAIN PRIVATE, WITH SECURITY GATE CONTROL, WITH ALL MAINTENANCE BY HOMEOWNERS ASSN.

II. ZONING: S-R (1 AC MIN TO 5 AC MAX.)

THIS PROPOSED DEVELOPMENT WILL SUBDIVIDE 5 PARCELS (CO-76-350-1, 3, 4 & 6 AND CO-81-136-1) INTO 41 S-R LOTS WITH A MINIMUM LOT SIZE OF 2 1/2 ACRES.

TOTAL AREA: 156.9 ACRES +-
TOTAL LOTS (PROP) 41

GENERAL LEGEND

1. WATER MAIN
2. FIRE HYDRANT
3. ELECT. TELE. CATV PITCH
4. RESIDENTIAL BUILDING SITE
5. ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM (MOUND SYS.)
6. EXISTING WELL

NOTE:

STANDARD ROAD & HIGHWAY LANE AND DRIVEWAY WIDTHS HAVE BEEN ESTIMATED BY MEANS OF AN APPROVED AS SHOWN



I HEREBY APPLY FOR THE APPROVAL OF THE DIVISION OF REAL PROPERTY SHOWN ON THE PLAN AND CERTIFY THAT I AM THE LEGAL AGENT FOR THE OWNERS OF SAID PROPERTY, AND THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

9-26-84
DATE

AREA: 156.9 ACRES +-
LOTS (PROP) 41

Charles M. Baker
CHARLES M. BAKER

9-26-89
DATE

VIC
A
E

EXH

ENGINEER
I hereby
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complies
ordinar
San Luis

Charles M. Baker
10/18/89

TYPICAL ROAD SECTION B
NO SCALE

50' ROAD EASEMENT
C

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complies
ordinan
San Luis

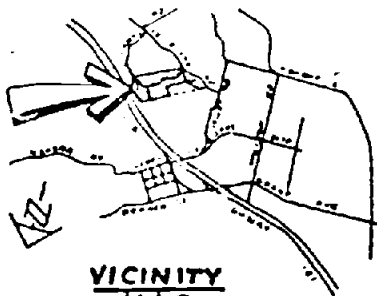
[Signature]
L. J. [illegible]

[illegible]

A RESUR
416 FT
OF SAN L
PER EX

I HEREBY APPLY FOR THE APPROVAL OF THE DIVISION
OF REAL PROPERTY SHOWN ON THE PLAN AND
CERTIFY THAT I AM THE LEGAL AGENT FOR THE WINNERS OF SAID PROPERTY, AND THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

9-26-84
DATE



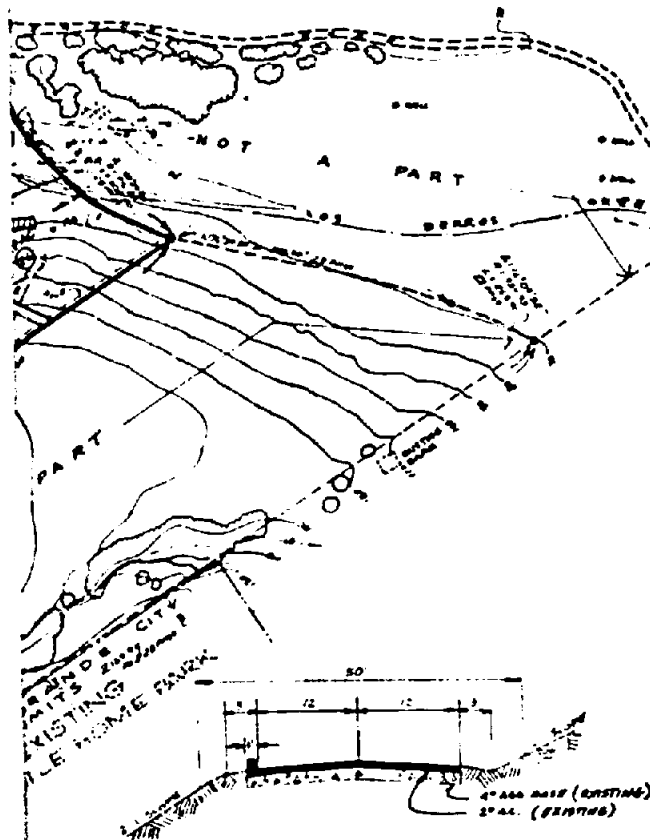
VICINITY
MAP
OR SCALE

EXHIBIT B

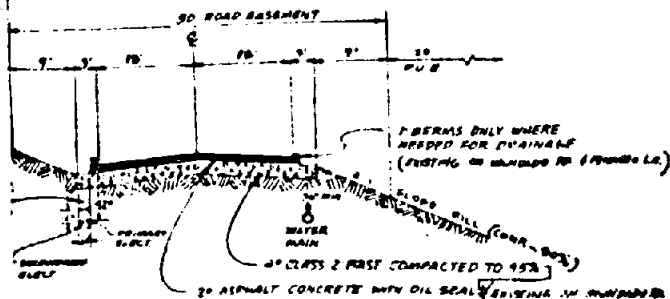
ENGINEER'S CERTIFICATE

I hereby certify that this map was prepared by me and or under my supervision, and to the best of my knowledge complies with the subdivision ordinances of the County of San Luis Obispo, California.

James J. Collier 10-1-54
LOUIS J. COLLIER RCR 56340 DATE



TYPICAL ROAD SECTION B
NO SCALE



TYPICAL ROAD SECTION A

TENTATIVE MAP 10

FALCON
RIDGE
TRACT 1256

LEGAL DESCRIPTION

A RESUBDIVISION OF PM CO-76-534, PARCELS 1, 3,
4 & 6 PER EX. 28, P. 69 OF MAPS IN COUNTY
OF SAN LUIS OBISPO, CA. A PARCEL 1 OF CO-81-136
PER EX. P. IN SAID COUNTY, CA.

EXHIBIT

C

FALCON RIDGE ESTATES, TRACT 1256, SAN LUIS OBISPO, CALIFORNIA

PROPERTY BOUNDARY FENCING SPECIFICATIONS

NOTE: PAINT W/2 COATS
EXTERIOR VINYL
"PURE" WHITE
ON ALL SURFACES

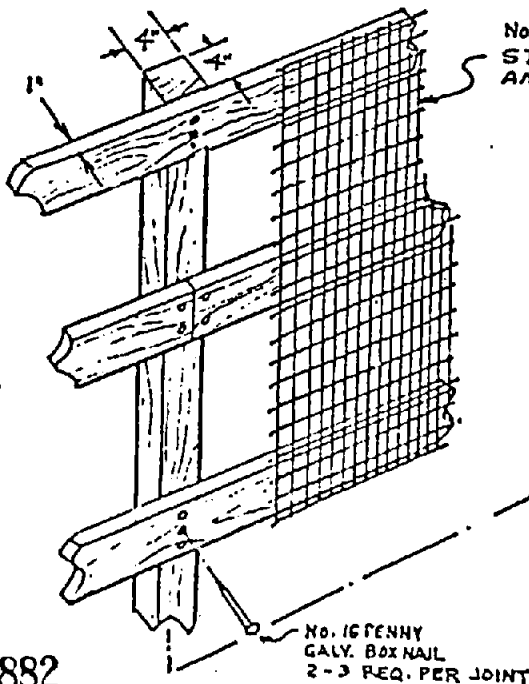
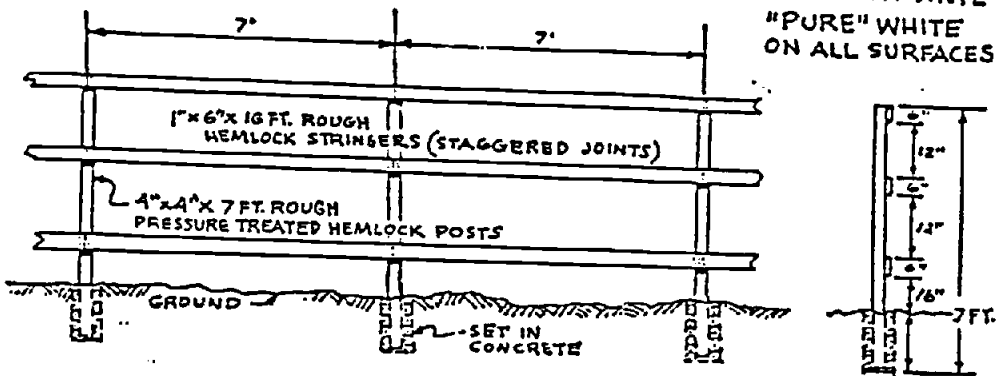


EXHIBIT D

OWNERS OF RECORD

Parcel 3 of Parcel Map CO-81-136:

Brent W. Beahm, a single man

Parcel 4 of Parcel Map CO-81-136:

Charles M. Baker, an unmarried man

Parcel 2 of Parcel Map CO-81-136:

Vick Pace, an unmarried man