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**RECORDED BY AND WHEN
RECORDED RETURN TO:**

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

APNs: 075-321-020; 075-321-029

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND GRANT OF EASEMENTS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND GRANT OF EASEMENTS ("Declaration") is made as of MARCH 15, 2023 ("Effective Date") by Richard A. Ladendorf and Laura Lee Ladendorf ("Declarant").

RECITALS

A. WHEREAS, Declarant is the owner of certain real property in the unincorporated area of the County of San Luis Obispo, State of California, which is comprised of three (3) parcels as shown on the illustrative map attached hereto as Exhibit A and more particularly described in Exhibits A-1, A-2 and A-3. The real property described in Exhibit A-1 is referred to herein as "Parcel 1", the real property described in Exhibit A-2 is referred to herein as "Parcel 2", and real property described in Exhibit A-3 is referred to herein as "Parcel 3".

B. WHEREAS, Declarant is also the owner of certain real property in the unincorporated area of the County of San Luis Obispo, State of California, as more particularly described in Exhibit B and referred to herein as "Parcel 4". Parcel 4 is adjacent to Parcel 1.

C. WHEREAS, Parcels 1, 2 and 3 are the subject of Lot Line Adjustment COAL 21-0036, which was completed concurrently with the recordation of this Declaration. Parcel 4, however, is not a part of Lot Line Adjustment COAL 21-0036 and is not subject to any conditions of approval associated therewith.

D. WHEREAS, Parcels 1 through 4, inclusive, are being developed by Declarant pursuant to a common plan so as to share certain facilities and easements in order to provide access, utilities and water to each of the Parcels.

E. WHEREAS, Parcels 1 through 4, inclusive, are hereby made subject to certain easements, covenants, conditions and restrictions for the benefit of each of the Parcels and their future owners.

NOW, THEREFORE, Declarant hereby declares that each of the Parcels of real property covered by this Declaration shall be held, conveyed, encumbered, used, occupied, and improved subject to the following covenants, conditions, restrictions and easements for the benefit and protection of the respective Owners of said Parcels, and to run with the land and be binding on all parties having or acquiring any right, title, or interest in said Parcels or any portion thereof, to inure to the benefit of and be binding upon each successor and assignee in interest of Declarant, and to apply with equal force and effect to each

NOTARY ACKNOWLEDGMENT

of the Parcels. Any conveyance, transfer, sale, or assignment made by Declarant of any Parcel or interest therein shall be deemed to incorporate by reference, and be subject to, each of the provisions of this Declaration.

1. DEFINITIONS.

- 1.1. "Access and Utility Easements" is defined in Section 2.1, below.
- 1.2. "Access and Utility Easement Area" is defined in Section 2.2, below
- 1.3. "Declaration" means this Declaration of Covenants, Conditions and Restrictions, and Grant of Easements.
- 1.4. "Hidden Village Owners Association" is defined in Section 5, below.
- 1.5. "Hidden Village Road Maintenance Agreement" is defined in Section 5, below.
- 1.6. "Owner" means any person, firm, corporation, or other entity that owns a fee simple interest in any Parcel. Except where the context otherwise requires, the term "Owner" shall include the family, guests, tenants, and invitees of an Owner.
- 1.5. "Parcel" means Parcels 1, 2, 3 and 4.
- 1.7. "Parcel 1" means the real property described in Exhibit A-1 attached hereto.
- 1.8. "Parcel 2" means the real property described in Exhibit A-2 attached hereto.
- 1.9. "Parcel 3" means the real property described in Exhibit A-3 attached hereto.
- 1.10. "Parcel 4" means the real property described in Exhibit B attached hereto.
- 1.11. "Private Road" is defined in Section 5, below.
- 1.12. "Shared Road" is defined in Section 2.5.1 below.
- 1.13. "Shared Well" is defined in Section 3.1 below.
- 1.14. "Water Facilities" is defined in Section 3.1, below.
- 1.15. "Water Facilities Easement" is defined in Section 3.2, below.
- 1.16. "Water Facilities Easement Area" is defined in Section 3.3, below.

2. ACCESS AND UTILITY EASEMENTS. There is hereby established the following access and utility easements:

2.1. Grant and Reservation of Access and Utility Easements. Declarant hereby grants and reserves non-exclusive easements for ingress, egress and utility purposes on, over, under and across Parcels 1, 2 and 3 in the locations described in Section 2.2 below, for the benefit of each of the other

Parcels (the "Access and Utility Easements"). Upon each conveyance of Parcels 1, 2, 3 and 4 by Declarant, the Access and Utility Easements described in this Declaration shall be deemed granted and/or reserved, as applicable, by the grantor and grantee by referencing this Declaration in their deed or document of conveyance.

2.2. Location of the Easements. The Access, Well, Utility and Drainage Easements are located as shown on Exhibit C attached hereto. (the "Access and Utility Easement Area").

2.3. Character of Easements. The Access and Utility Easements are appurtenant to each of the Parcels and shall run with the land in perpetuity.

2.4. Easement Rights. The Access and Utility Easements consist of the following rights and limitations:

2.4.1. A right-of-way across the Access and Utility Easement Area for ingress and egress to and from the Parcels (no parking allowed within Access and Utility Easement Area);

2.4.2. The right to install, construct, maintain, repair and replace an improved road, including any associated improvements, within the Access and Utility Easement Area in accordance with Section 2.5, below; and

2.4.3. The right to install, construct, maintain, repair and replace below ground public and private utilities, including without limitation waterlines for the Shared Well system serving the Parcels and any associated improvements, within the Access and Utility Easement Area in accordance with Section 2.5, below.

2.5. Maintenance of the Easement Improvements. The improvements constructed within the Access and Utility Easement Area shall be maintained, repaired and replaced as follows:

2.5.1. Shared Road. Each Owner shall be responsible for their allocated share of the cost of constructing, maintaining, repairing and replacing a shared access road within the Access and Utility Easement Area (the "Shared Road"). The costs of such construction, maintenance, repair and replacement shall be allocated among the Parcels in equal shares (i.e., 25% allocated to each Parcel). The Shared Road shall initially be constructed as an improved road. Once constructed, the Shared Road shall be maintained in substantially the same condition as originally constructed, unless the majority of Owners vote to further improve the Shared Road, and shall be kept in a good, workable and attractive condition at all times. However, in the event that as a condition of constructing a residence on a Parcel, an Owner is required to improve the Shared Road, then that Owner shall have the right to make such improvements, but that Owner shall bear the additional costs of constructing, maintaining, repairing and replacing the improvements beyond the pre-existing condition, until such time as another Owner builds a residence on their Parcel, at which point that Owner shall be required to share equally in the cost of constructing, maintaining, repairing and replacing the improvements with any other Owner that is also required to bear such cost.

2.5.2. Utilities. Each Owner shall be solely responsible for the cost of constructing, maintaining, repairing and replacing any utilities within the Access and Utility Easement Area that exclusively serve their Parcel. For any shared utilities that serve more than one Parcel, the Owners of the Parcels that share the utilities shall share equally in the cost of constructing, maintaining, repairing and replacing the shared utilities.

2.5.3. Unauthorized Repairs. No Owner of a Parcel subject to this Declaration shall undertake any additional repairs or maintenance of the Shared Road not specified in this Declaration, unless first approved by the majority of the Owners.

2.5.4. Liability Limited to Authorized Repairs. No party subject to this Declaration shall share any liability resulting from personal injury or property damage, other than that attributable to repairs and maintenance undertaken pursuant to this Declaration.

2.5.5. Limit of Liability of the Owners. 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 majority of the Owners 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 majority of the Owners pertaining to the maintenance of the Shared Road.

2.5.6. Insurance. Each Owner is responsible for maintaining his or her own liability insurance as it pertains to the use and maintenance of the Shared Road.

2.6. Annual Maintenance and Repair Estimates. The Owners shall meet annually, or less often as the majority of the Owners determine, to conduct a visual inspection of the Shared Road and to establish an annual maintenance and repair estimate, including estimates for a sinking fund for long term repairs and depreciation of the Shared Road. The Owners, by a majority vote, may establish one or more bank accounts for the benefit of each of the Owners in which to receive funds for the annual maintenance and long-term maintenance of the Shared Road. The Owners, by majority vote, may also establish an association, either unincorporated or incorporated, for the purpose of creating a separate entity capable of owning a bank account. The majority of the Owners shall have the right to submit to each of the Owners an annual statement of each respective Owner's share of the costs, maintenance and sinking fund expenses, determined in accordance with the provisions of this Declaration. Payment of such statements shall be due within thirty (30) days of presentation. The Owners may designate an Owner or third party to keep an accurate account of all funds received and all payments made on account of maintenance of the Shared Road.

2.7. Liens; Bonds. The Owners of each of the Parcels shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for said Owner(s) in connection with any work by or on behalf of the Owner within Access and Utility Easement Area, but not including the performance of shared obligations authorized by this Declaration. The Owners shall give each of the other Owners not less than thirty (30) days' notice prior to the commencement of any work within the Access and Utility Easement Area, and the other Owners shall have the right to post notices of non-responsibility. If an Owner shall contest the validity of any such lien, claim or demand, then the Owner contesting such lien, claim or demand shall, at their sole expense defend and protect himself or herself, and the other Owners, against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If the any other Owner requests, then the Owner contesting such lien, claim or demand shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying the other Owners against liability for the same.

2.8. Indemnification. Each of the Owners shall indemnify, defend and hold the other Owners, and each of their respective tenants, invitees, agents, successors and assigns, harmless from and against any and all losses, damages, liabilities, judgments, claims, expenses (including without

limitation reasonable attorney's fees and consultant fees), demands and penalties arising out of, involving or in connection with (a) the Owner's use of the Access and Utility Easement, or (b) the installation, construction, maintenance, repair or replacements of any improvements within the Access and Utility Easement Area by or on behalf of the Owner, but not including the performance of shared obligations authorized by this Declaration. The foregoing obligation shall not extend, however, to the extent the damage or injury resulted from the gross negligence or willful misconduct of the Owner to be indemnified or their tenants, invitees, agents, successors and assigns.

3. SHARED WELL AND WATER RIGHTS. There is hereby established the following easements and water rights:

3.1. Ownership of Shared Well and Grant of Water Rights of Parcel 2. There is an existing water well located on Parcel 2 (the "Shared Well") that provides water for all of the Parcels. As used herein "Shared Well" includes any replacement well installed on Parcel 2 pursuant to this Declaration. In addition to the Shared Well, there is or will be constructed on Parcels 1, 2 and 3 certain related equipment, tanks, pipelines, utilities and other improvements (collectively with the Shared Well, the "Water Facilities"). Ownership of the Water Facilities, including without limitation the Shared Well, and the water rights appurtenant to Parcel 2 are hereby granted and/or reserved, as applicable, to the Owner of Parcel 1, subject to the right of each of the other Parcels to receive water from the Shared Well in quantities sufficient to serve the residential use of each of the other Parcels as set forth in Section 3.7 below. The water rights herein granted to the Owner of Parcel 1 are appurtenant to Parcel 1, shall run with the land, and may not be conveyed separately from Parcel 1. Each Parcel shall be allocated and have the right to receive an equal share of the water output from the Shared Well, subject to the terms of this Declaration. Upon conveyance of Parcel 2 by Declarant, the water rights of Parcel 2 shall be deemed granted and/or reserved, as applicable, to the Owner of Parcel 1, subject to the terms of this Declaration, by the grantor and grantee by referencing this Declaration in their deed or document of conveyance.

3.2. Grant and Reservation of Water Facilities Easement. Declarant hereby grants and reserves non-exclusive easements for well and water system purposes on, over, under and above Parcels 2 and 3 in the locations described in Section 3.4 below for the benefit of Parcel 1 (the "Water Facilities Easement"). The Owners of Parcels 2, 3 and 4 are intended beneficiaries of the Water Facilities Easement in light of their right to receive water from the Shared Well pursuant to Section 3.7 below. Upon each conveyance of Parcels 1, 2 and 3 by Declarant, the Water Facilities Easement described in this Declaration shall be deemed granted and/or reserved, as applicable, to the Owner of Parcel 1, subject to the terms of this Declaration, by the grantor and grantee by referencing this Declaration in their deed or document of conveyance.

3.3. Location of Water Facilities Easement. The Water Facilities Easement is located as shown on Exhibit D attached hereto (the "Water Facilities Easement Area").

3.4. Character of Water Facilities Easement. The Water Facilities Easement is appurtenant Parcel 1 and shall run with the land in perpetuity.

3.5. Water Facilities Easement Rights. The Water Facilities Easement consists of the following rights and limitations:

3.5.1. A right-of-way across the Water Facilities Easement Area, as well as across Parcel 2 for access to the Shared Well and related facilities for purposes authorized by this Declaration;

3.5.2. The right to install, construct, maintain, repair and replace one or more wells and related facilities, including without limitation pumps, tanks and pipelines, within the Water Facilities Easement Area;

3.5.3. The right to install, construct, maintain, repair and replace below ground utilities serving Water Facilities within the Water Facilities Easement Area in accordance with Section 3.7, below;

3.5.4. The right to use water from the Shared Well for domestic use on each Parcel to serve not more than one residence, and any permissible secondary structures, per Parcel, subject to the terms of this Declaration;

3.5.5. The right of the Owner of Parcel 1 to use water from the Shared Well is subject to the right of each of the Parcels to use water from the Shared Well to serve the residential use of each of the other Parcels.

3.6. Water Rights of all Parcels. Each Parcel has the right to receive water from the Shared Well to serve the use of each Parcel as contemplated herein. It is the intent of Declarant that the Owner of Parcel 1, to whom the ownership of the Water Facilities and the water rights of Parcel 2 have been granted, will be responsible for managing the Water Facilities for the benefit of each of the Parcels. Each Owner shall refrain from any activity on the Owner's Parcel that compromises the quality of the water from the Shared Well or materially reduces the quantity of water produced by the Shared Well.

3.7. Maintenance of Water Facilities. The Water Facilities shall be constructed, maintained, repaired and replaced as follows:

3.7.1. Shared Water Facilities. Each Owner shall be responsible for their allocated share of the cost of constructing, maintaining, repairing and replacing the Water Facilities, whether located within or outside of the Water Facilities Easement Area. The costs of such construction, maintenance, repair and replacement of the Water Facilities shall be allocated equally among the Parcels, except that any Water Facilities that are not shared by all the Parcels, shall be allocated equally among the Parcels that share those Water Facilities. The Water Facilities shall initially be constructed as determined by Declarant at the time of said construction. Once constructed, the Water Facilities shall be maintained in substantially the same condition as originally constructed, unless Declarant elects to further improve or modify the Water Facilities, and shall be kept in a good, workable and attractive condition at all times. However, in the event that as a condition of constructing a residence on a Parcel, an Owner is required to improve or modify the Shared Water Facilities, then that Owner shall have the right to make such improvements or modifications (provided that they do not adversely impact the quality of the water supplied to any other Parcel or the proper functioning of the Water Facilities), but that Owner shall bear the additional costs of constructing, maintaining, repairing and replacing the improvements or modifications beyond their pre-existing condition, until such time as another Owner builds a residence on their Parcel, at which point that Owner shall be required to share equally in the cost of constructing, maintaining, repairing and replacing the improvements or modifications with any other Owner that is also required to bear such cost.

3.7.2. Utilities. Each Owner shall be solely responsible for the cost of constructing, maintaining, repairing and replacing any water lines that exclusively serve their Parcel. For any shared water lines that serve more than one Parcel, the Owners of the Parcels that share the water line shall share equally in the cost of constructing, maintaining, repairing and replacing the shared water line.

3.8. Management of Water Facilities. The Owner of Parcel 1 shall be responsible for the maintenance and operation of the Water Facilities. The Owner of Parcel 1 shall endeavor to keep the 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. 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. An invoice for all amounts authorized by this Section shall be provided by the Owner of Parcel 1 to each of the Owners on a quarterly basis, which invoice shall be due and payable within thirty (30) days.

3.9. Contingency for Insufficient Water. If the Shared Well fails to produce sufficient water for the use by the Owners, rationing will commence with each Parcel bound to use less than one half of the then daily production. Rationing ceases when production reaches levels to meet all daily needs. If the Shared Well completely fails to produce water, the Owner of Parcel 1 shall have the right to drill a new well on Parcel 2 in a location reasonably determined by the Owner of Parcel 1.

3.10. Right of Parcels 2, 3 and 4 to Opt Out of Water Sharing. The Owners of Parcels 2, 3 and 4 have the right to opt out of receiving water from the Shared Well and obligations associated with receiving said water and instead to receive water from the local municipal water company to the extent such municipal water is available. In the event that an Owner of Parcel 2, 3 or 4 connects their Parcel to the local municipal water company, then: (a) they shall be deemed to have opted out of the right of their Parcel to receive water from the Shared Well; (b) they shall be responsible for all costs associated with connecting to the municipal water system; (c) upon establishing said municipal water connection, the right of their Parcel to receive water from the Shared Well and the obligations associated with receiving said water are automatically and irrevocably terminated; (d) there is no right to reimbursement of funds previously paid by said Owner for water purposes pursuant to this Declaration; and (e) the Water Facilities Easement shall not be affected by any such opt out. Upon the opt out of Parcel 2, 3 or 4, the remaining Parcels shall continue share the water output from the Shared Well and other associated obligations on an equal basis as among the remaining Parcels.

4. USE RESTRICTIONS. The use of the Parcels 1, 2 & 3 shall be restricted in accordance with the following provisions for the mutual benefit of each of the other Parcels, in addition to all other covenants, conditions and restrictions herein contained: a. Requirement to avoid removal of vegetation or any other ground disturbance between February 1st and September 1st to avoid impacts to native breeding and nesting birds. If construction activities during this period cannot be avoided, a County-approved biologist shall survey all breeding and nesting habitat on the site and adjacent sites for breeding and/or nesting birds no more than two weeks prior to construction or site disturbance activities. & b. Disclosure of the requirement to provide a Cultural Monitoring Plan prepared by a County-approved archaeologist at the time of application for grading and/or building permits. The Cultural Monitoring Plan must include a requirement that a cultural resource specialist from the Salinan Tribe of Monterey & San Luis Obispo Counties must be present for all ground disturbing activities. c. Parcels 1, 2 & 3 all new structures shall maintain 50-foot setback from the top of bluff as determined by a licensed surveyor.

4.1. Residential Use. Except as otherwise authorized in this Declaration, Parcels 2, 3 and 4 shall be used except for residential purposes. No buildings shall be erected on any Parcel except as allowed by applicable zoning regulations. Secondary residences are allowed to the extent permitted by applicable zoning regulations. No portion of Parcels 2, 3 or 4 shall be used for any business, commercial or

manufacturing purpose, except for home-based or remote business operations that do not involve customers, clients or similar third parties coming onto said Parcels. No oil or mining operations shall be permitted on any Parcel. No water wells or other water development shall be permitted on Parcels 2, 3 or 4, except for Water Facilities provided for in this Declaration.

4.2. Agricultural Use. Agricultural uses of the Parcels is permitted; however, Parcels 2, 3 and 4 are subject to water use restrictions that may limit the type of agricultural products and landscaping that are suitable for those Parcels. Permitted agricultural use of the Parcels includes normal agricultural accessory uses, including the development of agricultural facilities such as irrigation systems, and the use and housing of farm equipment and containers that are necessary for the agricultural use of the Parcel.

4.3. Building Requirements. 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.

4.4. Vehicular Restrictions. No recreational vehicle, motor home, trailer, camper or similar recreational equipment may be kept on a Parcel unless it is parked completely inside of a garage or otherwise screened from view such that it is not visible from the other Parcel, the public street or neighboring properties. This restriction shall not be deemed to prohibit temporary loading and unloading of such vehicles, emergency vehicle repairs, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or Improvement on a Parcel.

4.5. Leasing. An Owner is permitted to lease or rent the residence(s), or portion thereof, on their Parcel. However, any lease or rental agreement entered into after the date of recordation of this Declaration shall be in writing and any tenant shall abide by and be subject to all terms and provisions of this Declaration.

4.6. Offensive or Noxious Uses. No noxious or offensive uses or activity shall be carried on, in or upon any Parcel, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to or which shall in any way interfere with the quiet enjoyment of each of the other Owners' respective Parcels.

4.8. Owners' Maintenance Duties. Each Owner shall be responsible for maintaining the structures located upon his or her Parcel, including the equipment and fixtures in the structure and its walls, roof, ceilings, windows and doors in a clean, sanitary, workable and attractive condition. Each Owner is further required to maintain the grounds and landscaping within his or her Parcel. All landscaping shall be neatly trimmed, properly cultivated and maintained in a neat and orderly condition and in a manner designed to enhance its appearance. Each Owner shall also maintain all porches, patios, decks, balconies or other additions or improvements built or maintained on his or her Parcel.

4.9. Animals. Household pets, farm animals and livestock may be kept on a Parcel, subject to the restrictions in this Declaration. No swine or roosters may be kept on Parcel. No slaughtering of animals or commercial breeding shall be conducted on a Parcel. Stables, paddocks or similar animal enclosures shall be set back a minimum of twenty-five (25) feet from any property line. Barn straw, manure and other animal waste shall be disposed of in such a manner and location which will not create a nuisance (noxious smells, files, visual impact, health impacts, etc.) to the Owner of any other Parcel. Owners shall be responsible for any damages caused by their animals.

4.10. Outdoor Storage. Exposed outdoor storage of recreational vehicles, boats, trailers or equipment on any Parcel is prohibited. Such items must be stored in covered and enclosed buildings, or otherwise in a location that is not visible from the Shared Road or other Parcels.

4.11. Weed Abatement. The Owner of each Parcel shall be responsible for complying with all applicable weed abatement laws and shall otherwise keep his Parcel free of combustible brush and rubbish.

4.12. Pest Control. Although the agricultural uses permitted herein require the use of pest control products, such as poisons and insecticides, no general, indiscriminate use of poisons, insecticides, traps or other pest control means shall be used on any Parcel without first notifying the other Owners.

4.13. Unobstructed Access. All streets, driveways, drainage ways, private utility easements, sidewalks, entries, and passages shall remain unobstructed and shall not be used for any purposes other than ingress and egress and other intended uses.

4.14. Lawful Use. No Owner shall engage in activity on the Parcel which is in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

5. OFFSITE ROAD EASEMENT AND MAINTENANCE AGREEMENT. Access to the Parcels from the public road system requires access across a private road (the "Private Road") pursuant to an Access and Utility Easement granted to Declarant by Mark and Edie Overduin (the "Private Road Easement"). Each Owner's right to use the Private Road is subject to the terms of the Private Road Easement. In addition, the Private Road is maintained by the Hidden Village Owners Association ("Hidden Village HOA"). Each Owner is bound by the Agreement for Maintenance of Private Roadway recorded on March 16, 1992, as document No.1992-17134 in the Official Records of San Luis Obispo County, as subsequently amended (the "Hidden Village Road Maintenance Agreement") & shall be responsible for paying its share of the Maintenance Costs as set forth in the Hidden Village Road Maintenance Agreement. The obligations of the Hidden Village Road Maintenance Agreement are appurtenant to each Parcel & run with the land. **Parcels not responsible for deferred maintenance or existing drainage issues.

6. ENFORCEMENT.

6.1. Failure to Pay Estimate; Lien Right. Should any Owner fail to pay his/her/its share of the charges duly approved pursuant to this Declaration, the majority of the Owners may, in addition to exercising any other available remedy, send a notice to such Owner that his/her/its payment of costs and expenses is delinquent and failure to pay the delinquent amount within ten (10) days after the date of notice will subject the Owner to interest at the rate of ten percent (10%) per annum on the delinquent amount. If the Owner has not paid the delinquent amount by the tenth (10th) day after the date of such notice, interest will accrue on such amount until the delinquent amount and all accrued interest is paid in full. In addition, the majority of the Owners (who are not in default of any payments due) may execute, acknowledge and record a lien against the delinquent Owner's Parcel in the Office of the County Recorder of San Luis Obispo County, California, stating that a lien is claimed against the Owner's Parcel in the amount of the delinquent payment or payments, together with interest and costs. The lien shall not be foreclosed upon. Nothing contained in this Section shall be construed as limiting the remedies available to the non-defaulting Owners. Any claim of lien shall not be prior and superior to the rights of the holder of any encumbrance for value on the Parcel of the defaulting owner recorded prior to the recordation of the claim of lien.

6.2. Enforcement by Private Action. This Declaration may be enforced by an action by any Owner brought in a court of law of proper jurisdiction.

7. **VOTING.** Wherever this Declaration provides for the vote of the Owners, said voting shall be in accordance with the following:

7.1. Majority Approval Required. Each Parcel shall have one (1) vote. Except as otherwise provided in this Declaration, all matters requiring the approval of Owners shall be deemed approved if Owners holding a majority of the total voting power of all Owners assent to them by written consent. So long as Declarant owns one or more Parcels, in the event of a tied vote on any matter pursuant to this Declaration, Declarant shall have one additional vote in order to break the tie. Once Declarant no longer owns any of the Parcels, in the event of a tied vote, the Owners shall endeavor to resolve the issue through good faith negotiations and if unsuccessful, any Owner may apply to a court of proper jurisdiction for the appointment of third party to decide the matter.

7.2. Joint Ownership Votes. The vote that is attributed to each Parcel may not be cast on a fractional basis. If a Parcel has more than one Owner and the Owners are unable to agree as to how the vote should be cast, the vote shall be forfeited on the matter in question. If one Owner casts the vote attributed to a Parcel, the vote shall conclusively bind all the Owners of that Parcel. If more than one Owner casts the vote attributed to a Parcel in any matter in which only one vote could be cast for that Parcel, the votes cast by such owners shall not be counted and shall be considered void.

8. AMENDMENTS; TERM AND TERMINATION.

8.1. Amendment to Declaration. Except as otherwise provided herein, this Declaration may be amended by an instrument duly signed and acknowledged by the Owners of a majority of the Parcels. In addition, so long as Declarant owns one of the Parcels, any amendment must be approved by Declarant. All such amendments must be in writing, must be recorded in the Office of the County Recorder of San Luis Obispo County, California and must be delivered to each Owner.

8.2. Individual Owner Approval for Certain Amendments. Any amendment that would change the location of an easement on a given Parcel, that would terminate the easement rights benefiting a given Parcel, that would modify the voting rights of the Parties, that would modify this Section 10.2 or that would materially modify the rights and obligations of a given Parcel, shall be approved in writing by the Owner(s) of the Parcel(s) affected by such amendment, which approval shall not be unreasonably withheld, conditioned or delayed.

8.3 Term and Termination. This Declaration shall continue in full force and effect for a period of forty (40) years, and shall automatically be extended for successive periods of twenty (20) years each, unless terminated as provided herein. This Declaration may only be terminated with the unanimous consent of the Owners of all of the Parcels.

9. GENERAL PROVISIONS.

9.1. Waiver. The failure of any Owner to enforce any right contained in this Declaration shall not constitute a waiver of that right.

9.2. Attorney's Fees. Should any litigation be commenced to enforce or interpret this Declaration, the prevailing party shall be entitled to reasonable attorney's fees incurred as a cost of suit, in addition to all other relief granted.

9.3. Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors, heirs, personal representatives, grantees, tenants, and assigns of the Owners.

9.4. Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver of such remedy.

9.5. Headings. The headings used in the provisions of this Declaration are for convenience only and are not to be used to interpret the meaning of any such provisions.

9.6. No Fixed Term. The Declaration shall continue in full force and effect until the Declaration is terminated pursuant to Section 8.3, above.

9.7. Severability of Provisions. The provisions of the Declaration shall be deemed independent and severable and the validity, partial invalidity, or unenforceability of any provision or provisions shall not invalidate any other provisions.

9.8. Entire Agreement. The Declaration constitutes the entire agreement among the Parties with respect to the subject matter contained herein and supersedes and replaces any prior written or oral agreements.

9.9. Notices. Any notices given to an Owner pursuant to this Declaration shall be in writing and shall be personally delivered to the Owner or sent by United States first class mail, postage prepaid, to the then current address for the Owner as reflected in the records of the San Luis Obispo County Tax Collector. Any Owner may change his or her address for notices by giving notice of such change of address to each of the other Owners in accordance with this section.

9.10. Number; Gender. The singular shall include the plural and the plural the singular unless the context requires a contrary. The masculine, feminine, and neuter shall each include masculine, feminine, or neuter as the context requires.

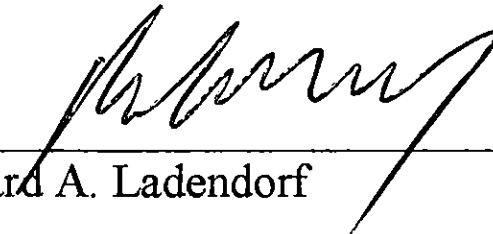
9.11. Covenants Running with the Land. The easements and covenants herein contained shall be equitable servitudes and covenants running with the land in perpetuity.

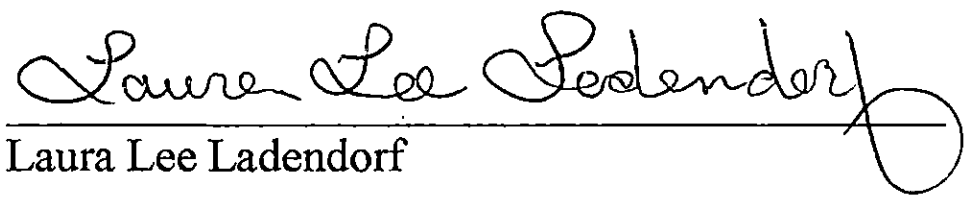
9.12. Governing Law. This Declaration shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration of Covenants, Conditions and Restrictions, and Grant of Easements as of the date first written above.

DECLARANT:

NOTARY ACKNOWLEDGMENT


Richard A. Ladendorf


Laura Lee Ladendorf

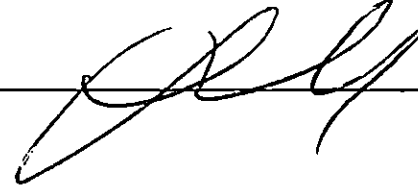
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

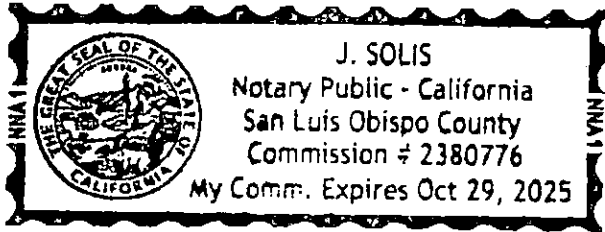
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On 3-15-2023, 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.
* and Laura Lee Ladendorf

WITNESS my hand and official seal.

Signature 



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.

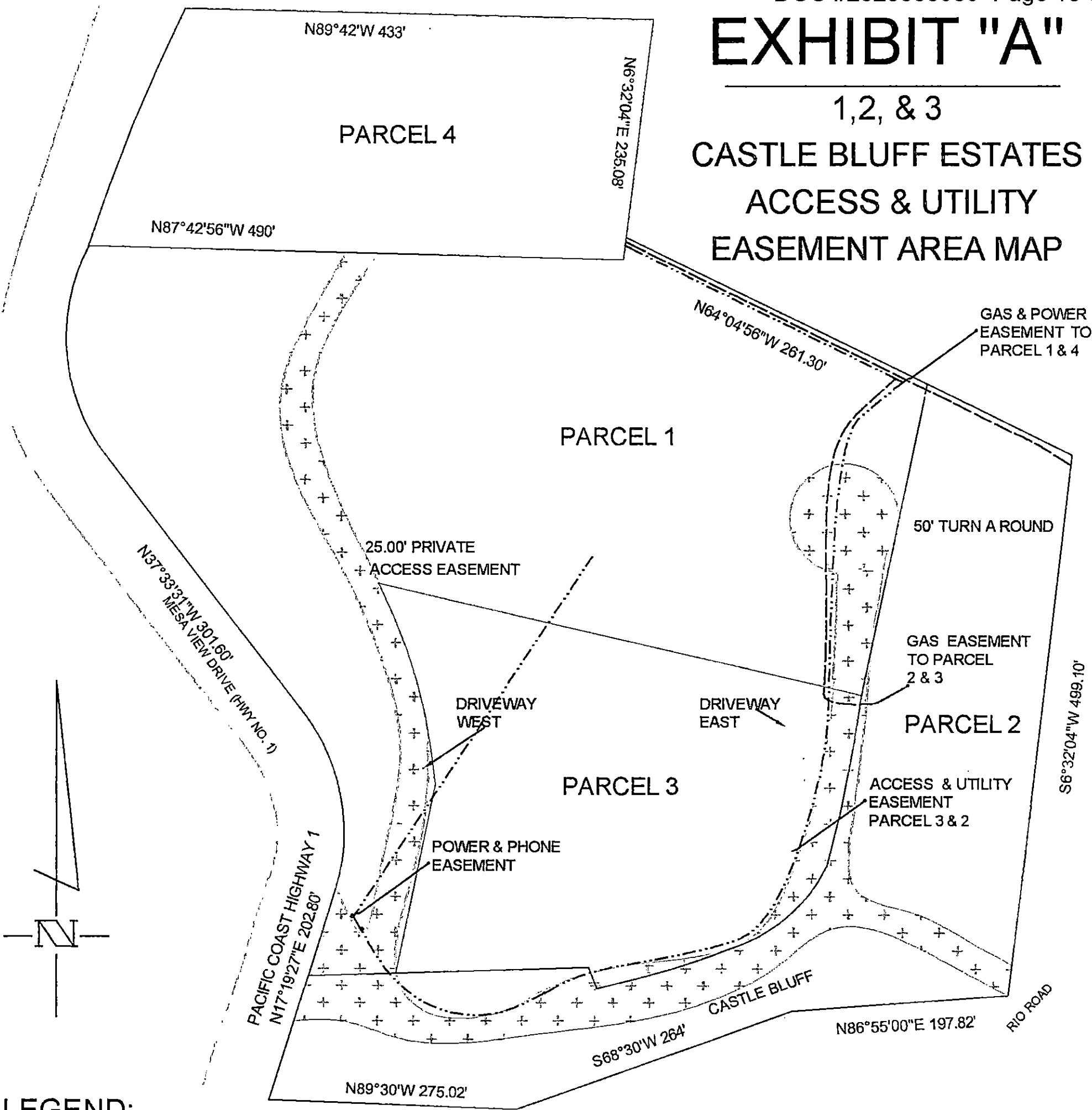
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On _____, before me _____, Notary Public, personally appeared _____, 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.

EXHIBIT "A"

1,2, & 3

CASTLE BLUFF ESTATES
ACCESS & UTILITY
EASEMENT AREA MAP



LEGEND:

- PAVED DRIVEWAY & PRIVATE ROAD
KNOWN AS CASTLE BLUFF 30' ACCESS & UTILITY EASEMENT
- ELECTRIC AND TELEPHONE/ CABLE
UTILITY EASEMENT RUNS ALONG PAVEMENT
AND NORTH FENCE
- GAS
UTILITY EASEMENT RUNS ALONG PAVEMENT
AND NORTH FENCE

DEPICTION OF EASEMENT AREA:

WATER AND POWER
UTILITY EASEMENT RUNS 2' TO 5' OFF OUTER EDGE OF PAVEMENT
EQUAL ACCESS FOR WELL WATER FACILITIES FOR PARCEL 1,2,3 & 4

PROPERTY INFORMATION:

OWNER NAME: Laura and Richard Ladendorf
 ADDRESS: 284 RIO ROAD
 ARROYO GRANDE, CA 93420
 LAND USE: RR URBAN CLUSTER
 FIRE HAZARD: HIGH
 RESPONSE TIME: 5-15 MINUTES

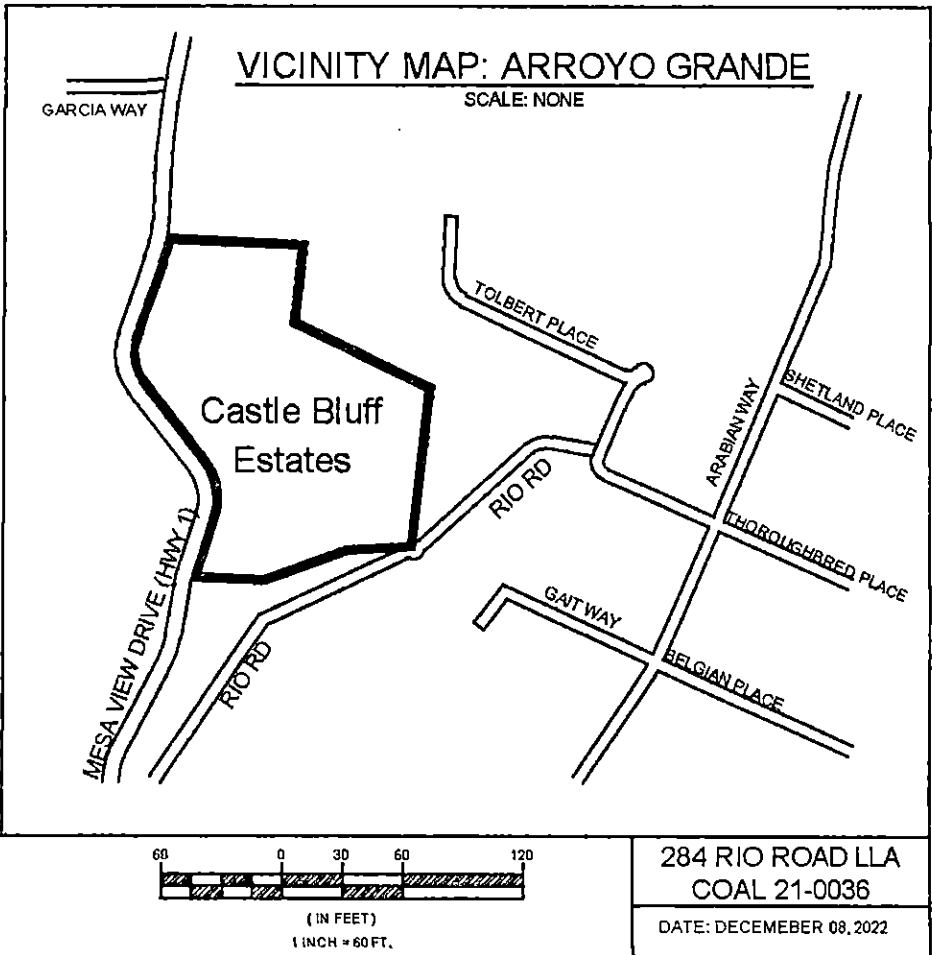


EXHIBIT A-1**LEGAL DESCRIPTION OF PARCEL 1**

A PORTION OF LAND DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED 2015-034262 IN OFFICIAL RECORDS AND A PORTION OF LAND DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED 2015-034263 IN OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE EASTERLY LINE OF LOT 113 OF THE MAP OF "PARTS OF THE RANCHO CORRAL DE PIEDRA-PISMO AND BOLSA DE CHAMISAL", RECORDED IN BOOK A OF MAPS AT PAGE 65, ALSO BEING THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED 2015-034263, IN THE OFFICE OF THE COUNTY RECORDER, IN SAID COUNTY, SAID POINT BEARS SOUTH 4°48'14" WEST A DISTANCE OF 755.13 FEET FROM A 2" BRASS CAP STAMPED " COUNTY MONUMENT 5-113" PER SAID MAP;

THENCE NORTHERLY ALONG SAID EASTERLY LINE, NORTH 4°48'14" EAST A DISTANCE OF 35.75 FEET, TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED 2015-034262;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED 2015-034262, SOUTH 65°48'53" EAST A DISTANCE OF 310.00 FEET;

THENCE SOUTH 9°08'39" WEST A DISTANCE OF 275.00 FEET;

THENCE NORTH 79°23'15" WEST A DISTANCE OF 465.30 FEET;

THENCE SOUTH 21°40'31" EAST A DISTANCE OF 193.58 FEET;

THENCE SOUTH 14°40'17" WEST A DISTANCE OF 181.40 FEET;

THENCE SOUTH 85°52'46" WEST A DISTANCE OF 68.05 FEET, TO THE EASTERLY RIGHT OF WAY OF HIGHWAY 1;

THENCE NORTHERLY ALONG SAID RIGHT OF WAY THE FOLLOWING 6 COURSES; NORTH 15°30'25" EAST A DISTANCE OF 77.62 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY WITH A RADIUS OF 180.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°53'54" A DISTANCE OF 172.47 FEET;

THENCE NORTH 39°23'30" WEST A DISTANCE OF 301.41 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY WITH A RADIUS OF 140 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°29'59" A DISTANCE OF 128.28 FEET;

THENCE NORTH $13^{\circ}06'29''$ EAST A DISTANCE OF 30.21 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY WITH A RADIUS OF 470.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $2^{\circ}46'05''$ A DISTANCE OF 22.71 FEET;

THENCE LEAVING SAID RIGHT OF WAY, EASTERLY ALONG THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED 2015-034263, SOUTH $89^{\circ}26'46''$ EAST A DISTANCE OF 478.10 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 251,527.08 SQUARE FEET

THE ABOVE DESCRIBED PROPERTY IS GRAPHICALLY SHOWN ON EXHIBIT "B-1" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

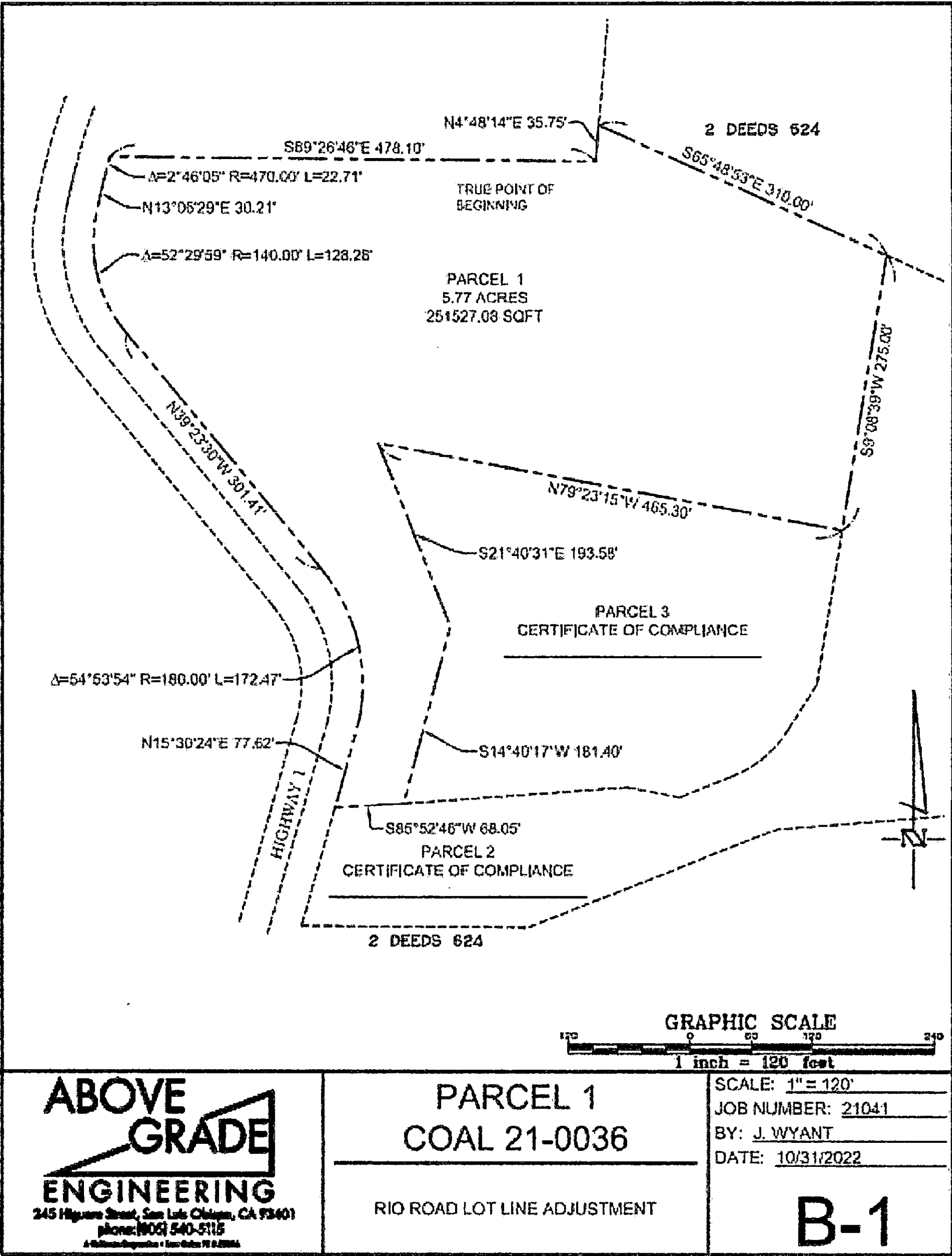


EXHIBIT A-1

EXHIBIT A-2**LEGAL DESCRIPTION OF PARCEL 2**

A PORTION OF LAND DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED 2015-034262 IN OFFICIAL RECORDS AND A PORTION OF LAND DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED 2015-034263 IN OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ALONG THE EASTERLY LINE OF LOT 113 OF THE MAP OF "PARTS OF THE RANCHO CORRAL DE PIEDRA-PISMO AND BOLSA DE CHAMISAL", RECORDED IN BOOK A OF MAPS AT PAGE 65, ALSO BEING THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED 2015-034263, IN THE OFFICE OF THE COUNTY RECORDER, IN SAID COUNTY, SAID POINT BEARS SOUTH 4°48'14" WEST A DISTANCE OF 755.13 FEET FROM A 2" BRASS CAP STAMPED "COUNTY MONUMENT 5-113" PER SAID MAP; THENCE NORTHERLY ALONG SAID EASTERLY LINE, NORTH 4°48'14" EAST A DISTANCE OF 35.75 FEET, TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED 2015-034262; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED 2015-034262, SOUTH 65°48'53" EAST A DISTANCE OF 310.00 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 9°08'37" WEST A DISTANCE OF 427.63 FEET;

THENCE SOUTH 31°47'11" WEST A DISTANCE OF 54.99 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 112.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°23'42" A DISTANCE OF 71.46 FEET;

THENCE SOUTH 68°10'54" WEST A DISTANCE OF 55.88 FEET;

THENCE NORTH 79°21'55" WEST A DISTANCE OF 52.32 FEET;

THENCE SOUTH 85°52'46" WEST A DISTANCE OF 290.08 FEET, TO THE EASTERLY RIGHT OF WAY ON HIGHWAY 1;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY, SOUTH 15°30'27" WEST A DISTANCE OF 122.40 FEET, TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN BOOK 2 OF DEEDS PAGE 624;

THENCE EASTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING 3 COURSES, SOUTH 89°33'41" EAST A DISTANCE OF 223.06 FEET;

THENCE NORTH 68°20'54" EAST A DISTANCE OF 264.02 FEET;

THENCE NORTH 85°05'54" EAST A DISTANCE OF 194.54 FEET;

THENCE LEAVING SAID NORTHERLY LINE, NORTHERLY ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED 2015-034262, NORTH 4°48'06" EAST A DISTANCE OF 469.08 FEET, TO THE NORTHERLY LINE OF SAID LAND;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 65°48'53" WEST A DISTANCE OF 140.00 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 134,029 SQUARE FEET

THE ABOVE DESCRIBED PROPERTY IS GRAPHICALLY SHOWN ON EXHIBIT "B-1" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

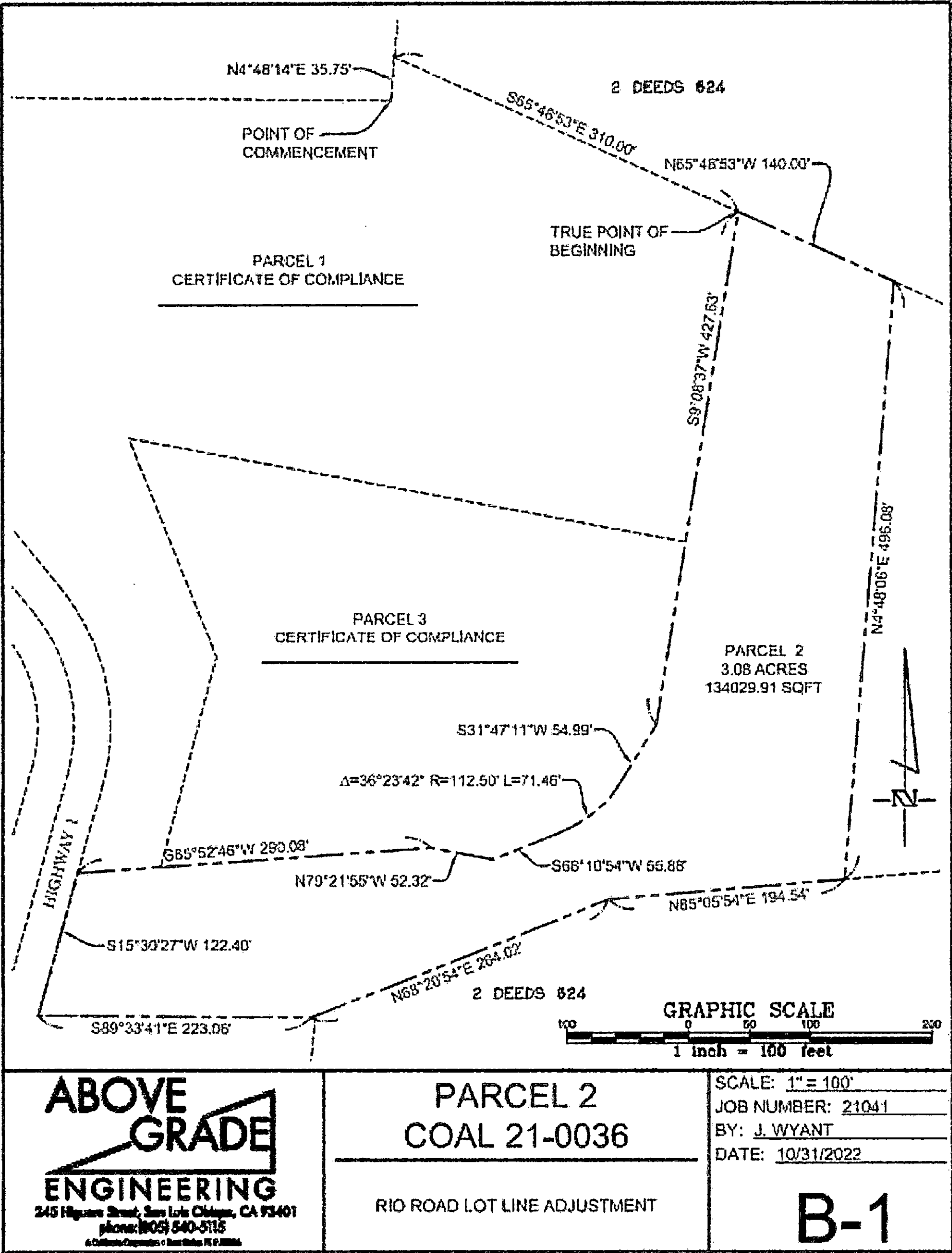


EXHIBIT A-2

EXHIBIT A-3**LEGAL DESCRIPTION OF PARCEL 3**

A PORTION OF LAND DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED 2015-034262 IN OFFICIAL RECORDS AND A PORTION OF LAND DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED 2015-034263 IN OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ALONG THE EASTERLY LINE OF LOT 113 OF THE MAP OF "PARTS OF THE RANCHO CORRAL DE PIEDRA-PISMO AND BOLSA DE CHAMISAL", RECORDED IN BOOK A OF MAPS AT PAGE 65, ALSO BEING THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED 2015-034263, IN THE OFFICE OF THE COUNTY RECORDER, IN SAID COUNTY, SAID POINT BEARS SOUTH 4°48'14" WEST A DISTANCE OF 755.13 FEET FROM A 2" BRASS CAP STAMPED " COUNTY MONUMENT S-113" PER SAID MAP; THENCE NORTHERLY ALONG SAID EASTERLY LINE, NORTH 4°48'14" EAST A DISTANCE OF 35.75 FEET, TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED 2015-034262; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED 2015-034262, SOUTH 65°48'53" EAST A DISTANCE OF 310.00 FEET; THENCE SOUTH 9°08'39" WEST A DISTANCE OF 275.00 FEET, TO THE TURE POINT OF BEGINNING;

THENCE NORTH 79°23'15" WEST A DISTANCE OF 465.30 FEET;

THENCE SOUTH 21°40'31" EAST A DISTANCE OF 193.58 FEET;

THENCE SOUTH 14°40'17" WEST A DISTANCE OF 181.40 FEET;

THENCE NORTH 85°52'46" EAST A DISTANCE OF 222.03 FEET;

THENCE SOUTH 79°21'55" EAST A DISTANCE OF 52.32 FEET;

THENCE NORTH 68°10'54" EAST A DISTANCE OF 55.88', TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 112.50 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°23'42" A DISTANCE OF 71.46 FEET;

THENCE NORTH 9°08'33" EAST A DISTANCE OF 152.63 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 114,894 SQUARE FEET

THE ABOVE DESCRIBED PROPERTY IS GRAPHICALLY SHOWN ON EXHIBIT "B-1" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

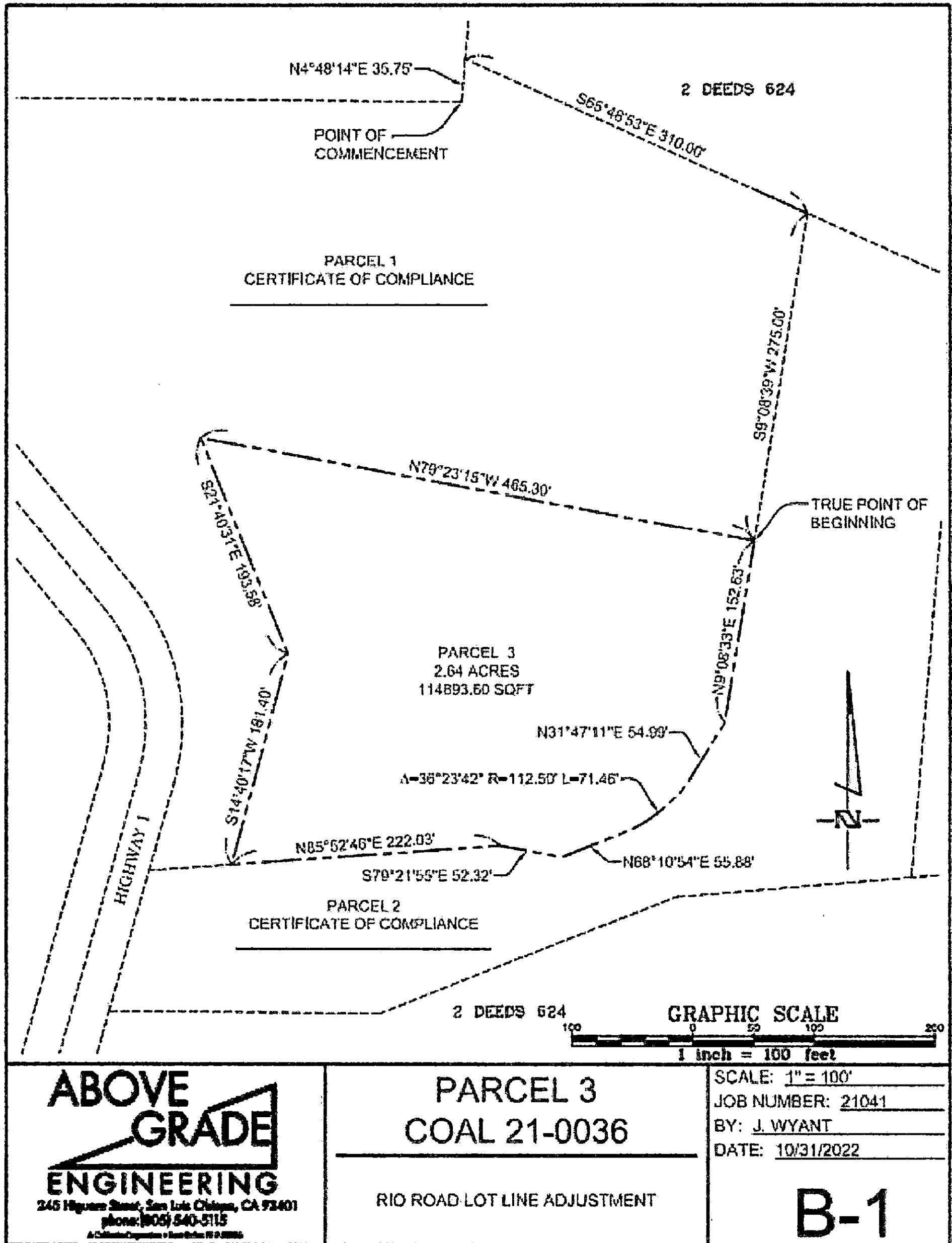


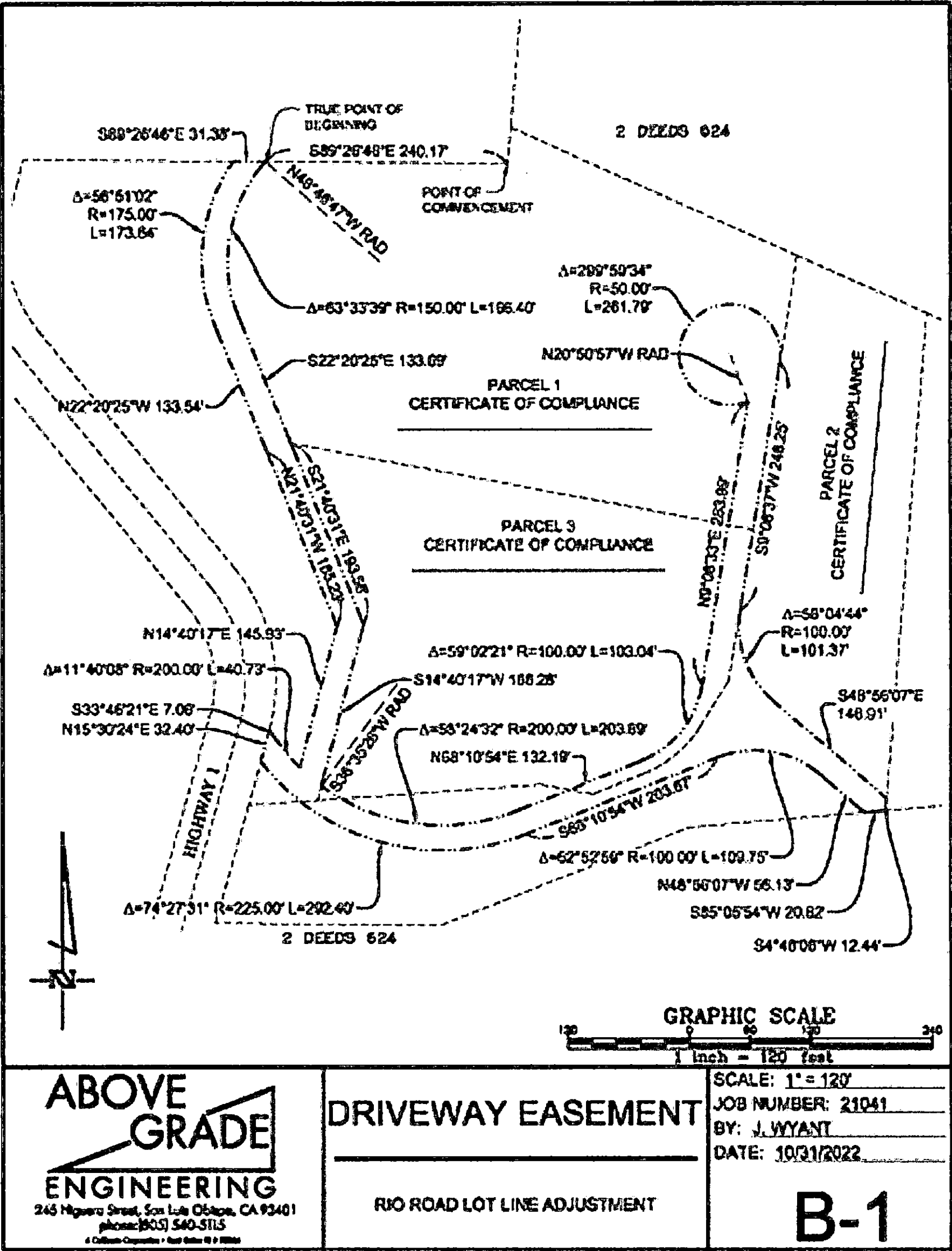
EXHIBIT B**LEGAL DESCRIPTION OF PARCEL 4**

The following real property in the unincorporated area of the County of San Luis Obispo, State of California:

Commencing at a brass-capped survey monument, marked S-360, set in Southernly line of said lot 113; thence South $66^{\circ} 30'$ East along the Southerly line of said lot 113, 462.00', more or less, to its intersection with the Easterly line of the State Highway; thence Northerly, along the easterly line of said State Highway, 240.00', more or less, to a point 15' South and 25' West of a spring, and the true point of beginning. Thence E 40.00', more or less, to a point 15.00 feet South and 15.00' east of said spring; Thence North 30.00' to a 15.00' North and 15.00' East of said spring; sentence West 40.00', more or less to the easterly line of said state highway; Fence southerly, along the easterly line of said state highway, 30.00', more or less to the point of beginning.

EXHIBIT C

ACCESS AND UTILITY EASEMENT AREA



**ABOVE
GRADE
ENGINEERING**

245 Niagara Street, San Luis Obispo, CA 93401
phone: (805) 540-5115
A California Corporation • Real Estate Broker

DRIVEWAY EASEMENT

RIO ROAD LOT LINE ADJUSTMENT

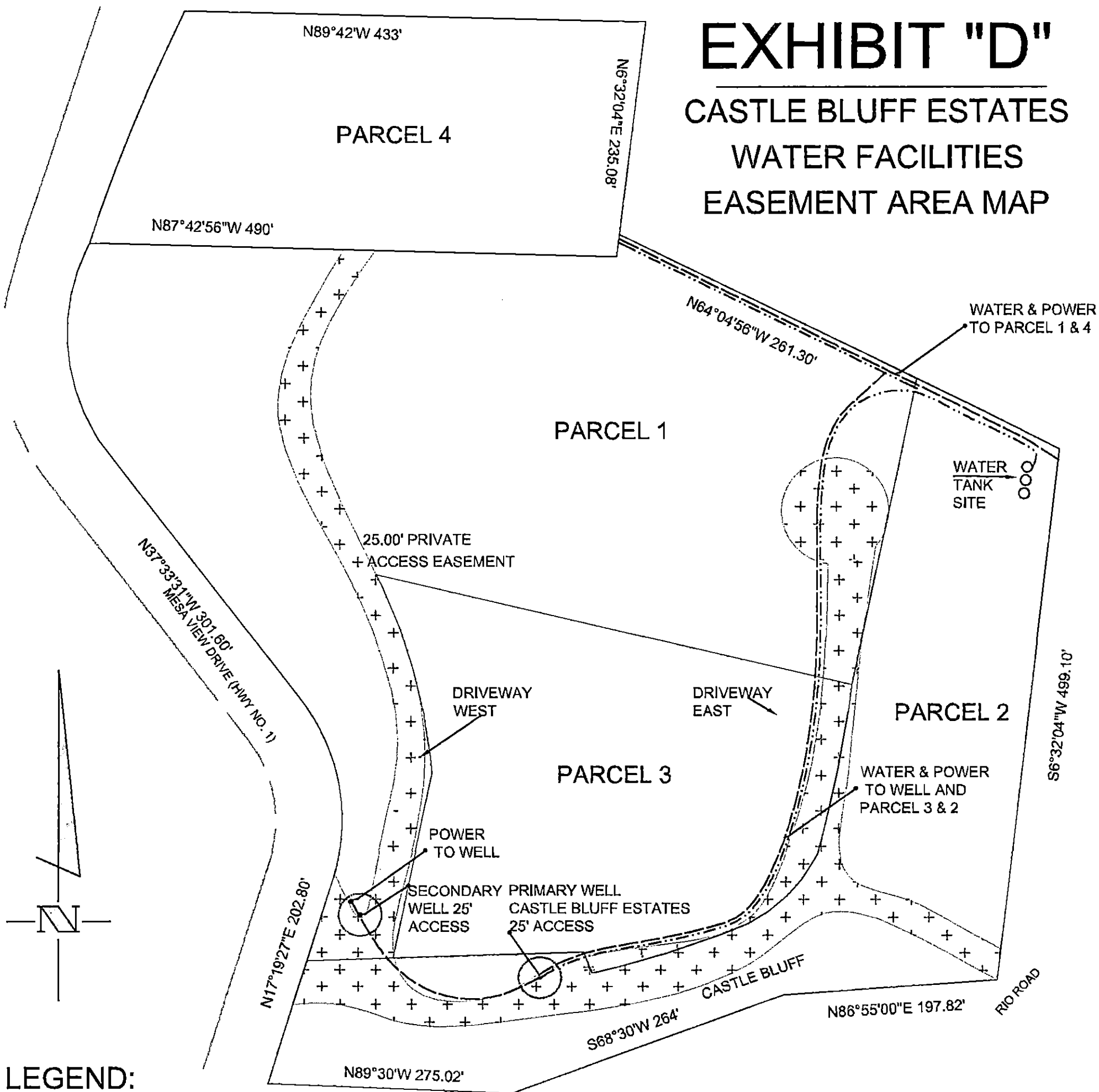
B-1

EXHIBIT "D"

CASTLE BLUFF ESTATES

WATER FACILITIES

EASEMENT AREA MAP



LEGEND:

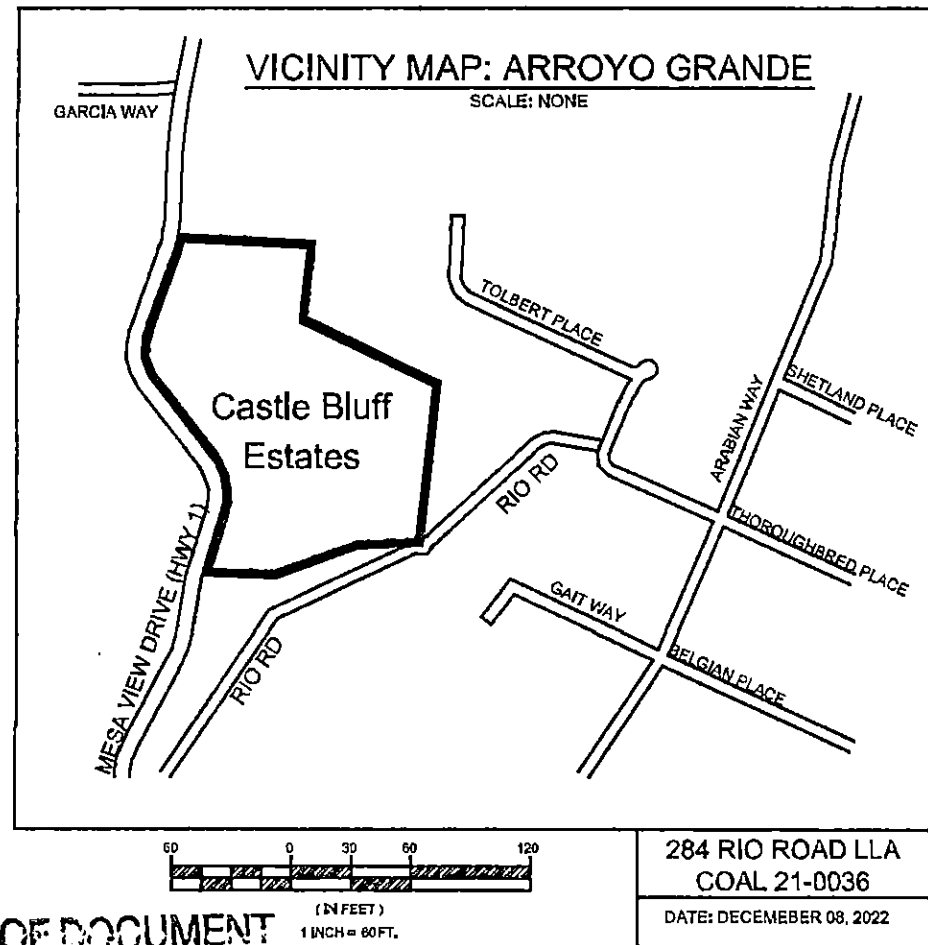
- PAVED DRIVEWAY & PRIVATE ROAD
KNOWN AS CASTLE BLUFF 30' ACCESS & UTILITY EASEMENT
- WATER LINE
UTILITY EASEMENT RUNS ALONG PAVEMENT
- POWER
EASEMENT RUNS ALONG PAVEMENT
- WELL SITE
EASEMENT

DEPICTION OF EASEMENT AREA:

WATER AND POWER
UTILITY EASEMENT RUNS 2' TO 5' OFF OUTER EDGE OF PAVEMENT
EQUAL ACCESS FOR WELL WATER FACILITIES FOR PARCEL 1,2,3 & 4

PROPERTY INFORMATION:

OWNER NAME: Laura and Richard Ladendorf
ADDRESS: 284 RIO ROAD
ARROYO GRANDE, CA 93420
LAND USE: RR URBAN CLUSTER
FIRE HAZARD: HIGH
RESPONSE TIME: 5-15 MINUTES



END OF DOCUMENT