# ORIGINAL

RECORDING REQUESTED BY: and

WHEN RECORDED MAIL TO: Los Amigos Development Corp. C/O Boneso Brothers Construction P.O. Box 932

Paso Robles, CA 93/147

Doc No: 2001-001052

Rpt No: 00001329 !RF -1

TOTAL

Official Records San Luis Obispo Co. Julia L. Rodewald Recorder Jan 05, 2001 Time: 15:11

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#### THIRD

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SPANISH LAKES DEVELOPMENT (TRACT 2308, PHASE I) COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR THE SPANISH LAKES DEVELOPMENT (TRACT 2308, PHASE I), ("Amendment"), which development is located in the County of San Luis Obispo, State of California, is made on the date hereinafter set forth by Los Amigos Development Corp., a California corporation, (Declarant); Thomas Hilliard and Cathy Hilliard (Owners of Lot 14); and Bruce A. Ferrante and Debra Ferrante, (Owners of Lot 16), and made with reference to the following facts:

#### RECITALS

On December 20, 1999, Declarant recorded that certain document entitled Declaration of Covenants, Conditions and Restrictions for the Spanish Lakes Development (Tract 2308, Phase I) ("Declaration") as Document #1999-087543 of Official Records of San Luis Obispo County. On January 28, 2000, Declarant recorded that certain document entitled Amendment to the Declaration of Covenants, Conditions and Restrictions for the Spanish Lakes Development (Tract 2308, Phase I), County of San Luis Obispo, State of California, as Document #2000-004597 of Official Records of San Luis Obispo County, California; and on July 3, 2000. Declarant recorded that certain document entitled Amendment to Declaration of Covenants, Conditions and Restrictions for the Spanish Lakes Development (Tract 2308, Phase I), County of San Luis Obispo, State of California as Document #2000-037097 of Official Records of San Luis Obispo County, California. Unless otherwise specified herein, all terms used herein shall mean as defined in said Declaration.

B. Said Declaration directly affects all that real property located in San Luis Obispo County, California, more particularly described as follows:

Lots 1 through 26 and Common Area designated Open Space Lot 27 of Tract 2038, in the County of San Luis Obispo, State of California, according to map recorded December 20, 1999 in book 19, Page 1 of Maps, in the office of the County Recorder of said county.

NOW THEREFORE, Declarant and Owners of Lots 14 and 16 hereby declare that said Declaration is hereby amended as follows and except as amended herein, said Declaration shall remain unchanged and in full force and effect. If there is any conflict between the Declaration and this Amendment, the terms of this Amendment shall prevail.

Article VI, Section 6.05 is hereby amended to read as follows:

6.05 Animals: No animals shall be kept on any lot, except for domestic dogs, cats, or other animals kept inside a cage as household pets, without the prior written consent of the Committee. No animal shall be kept on any lot for any commercial purpose. Each person bringing or keeping a pet upon a lot shall be liable to other owners, their family members, guests, invitees, tenants, and contract purchasers for any damage to persons or property proximately caused by any pet brought upon or kept upon the Project by that person or by members of his family, his guests, or invitees. Owners shall be responsible for any and all damages caused by his or her animals on or about the Project. Exceptions: horses are allowed to be kept on Lots 14 through 26 inclusive pursuant to County regulations and standards. Horses are not allowed to be kept on all other lots. Horses shall be allowed only on designated trails in the Open Space. Only horses owned by owners and their guests are allowed on the Open Space trails. Cattle may be allowed for grazing purposes within the Open Space area subject to provisions of any lease with the Association. Only cattle owned by a lessees shall be allowed to graze in the Open Space.

The undersigned being the Declarant and owners herein have executed this Amendment to Declaration of Covenants, Conditions and Restrictions on October 19, 2000

LOS AMIGOS DEVELOPMENT CORP., a California corporation

Douglas C Filingoni President

Steven C. Boneso, Vice President

Owners of Lot 14.	
Thomas Hilliard	
Cathy Hilliard	
Owners of Lot 16:	Owner of Lot \$2:
Bruce A Ferrante	Richard Ow

Owner of Lot 15.

Debra Ferrante



STATE OF CALIFORNIA COUNTY OF <u>San Juis Obispo</u>	}ss. }
On <u>October 19,2000</u> , before me, <u>Lo</u> personally appeared <u>Douglo</u> S C. Tilli	poini, personally known to me
(or proved to me on the basis of satisfactory evide subscribed to the within instrument and acknowled in his/her/their authorized capacity(ies), and that by person(s) or the entity upon behalf of which the public with the public seal.  Signature August Caush	nce) to be the person(s) whose name(s) is/are ged to me that he/she/they executed the same his/her/their signature(s) on the instrument the
This area for office	A DEN BABB D  OUT A 11191512  SAN LUIS DRISPO COUNTY  My Coma Explica July 30, 2002
Title of Document	
Date of Document	No. of Pages
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On <u>August 24th 2100</u>, before me, <u>Lauren C. Babb</u>, personally appeared <u>Steven Craig Boneso</u>, 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 <u>Jauren C. Babb</u>

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Other signatures not acknowledged

2008 (1/94) (General) First American Title Insurance Company



STATE OF CALIFORNIA SS. Scounty OF Santus Obispo
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(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 Lawen C. Babb
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Date of DocumentNo. of Pages
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3008 -1 94 (General) Tale Insurance Company STATE OF CALIFORNIA, COUNTY OF

COUNTY OF <



On October 19,0000, before me, Lauren C. Babb personally appeared Cathy Hilliard , 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 Lauren C. Bash LAUREN C. BABB Title of Document **Date of Document** No. of Pages Other signatures not acknowledged



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2008 (1.94) (General) First American Tale Insusance Company



Other signatures not acknowledged

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## ORIGINAL

RECORDING REQUESTED BY: and

WHEN RECORDED MAIL TO: Los Amigos Development Corp. C/O Boneso Brothers Construction P.O. Box 932 Paso Robles, CA 93447

Doc No: 2001-001053

Official Records San Luis Obispo Co. Julie L. Rodewald Recorder Jan 05, 2001 Time: 15:11

Rpt No: 00001330 28.00

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TOTAL

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#### FOURTH

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SPANISH LAKES DEVELOPMENT (TRACT 2308, PHASE I) COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR THE SPANISH LAKES DEVELOPMENT (TRACT 2308, PHASE I), ("Amendment"), which development is located in the County of San Luis Obispo, State of California, is made on the date hereinafter set forth by Los Amigos Development Corp., a California corporation, hereinafter referred to as "Declarant" and made with reference to the following facts:

### RECITALS

- On December 20, 1999, Declarant recorded that certain document entitled Declaration of Covenants, Conditions and Restrictions for the Spanish Lakes Development (Tract 2308, Phase I) ("Declaration") as Document #1999-087543 of Official Records of San Luis Obispo County... Unless otherwise specified herein, all terms used herein shall mean as defined in said Declaration.
- Said Declaration directly affects all that real property located in San Luis Obispo County. California, more particularly described as follows:

Lots 1 through 26 and Common Area designated Open Space Lot 27 of Tract 2038, in the County of San Luis Obispo, State of California, according to map recorded December 20, 1999 in book 19, Page 1 of Maps, in the office of the County Recorder of said county.

NOW THEREFORE, Declarant hereby declares that said Declaration is hereby amended as follows and except as amended herein, said Declaration shall remain unchanged and in full force and effect. If there is any conflict between the Declaration and this Amendment, the terms of this Amendment shall prevail.

Section 6.4 is hereby amended to read as follows:

L. Minimum Size: A residential dwelling unit shall have a minimum size of 2,500 square feet for single story construction (2,700 square feet for 1 1/2 - 2 story construction); excluding garages and appurtenant structures.

The undersigned being the Declarant herein has executed this Amendment to Declaration of Covenants, Conditions and Restrictions on \_\_\_\_\_

LOS AMIGOS DEVELOPMENT CORP., a California corporation

Douglas O Filipponi, President

Steven C Boneso, Vice President

Owners of Lot 14:

Thomas Hilliard

Cathy Hilliard

Owners of Lot 16:

Bruce A. Ferrante

Debra Ferrante

Owner of Lot 15

To To The Vo



On October 19, 2000 , before me, Lauren C. Babb personally appeared Douglas C. Filapponi , 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 Lauren C. Babb College Babb Co

First Amore on Title Frequency or company

Date of Document\_

Other signatures not acknowledged



STATE OF CALIFORNIA COUNTY OF SAN WIS Obispo }ss.
On October 19 2000, before me, Lavien C. Babb, personally appeared Steven C. Boneso, 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 Lauten C. Babb
LAUREN C. BABB COMM. #1191532 MOTARY PUBLIC - CALFORNIA SAM LUIS DRIESPO COUNTY My Comm. Explires July 30, 2002
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Title of Document

No. of Pages

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} }ss.

On <u>August 21, 2000</u>, before me, <u>Lauren C Babb</u>

personally appeared <u>Thomas Hilliard and Cathy Hilliard</u>, 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 <u>Lauren C Bubb</u>

STATE OF CALIFORNIA COUNTY OF <u>San Luis Cibis</u>

(This even for official notarial anal)

> 3008 (1/94) (General Fest American Yelv Insurance Company



STATE OF CALIFORNIA, COUNTY OF Scan Luis Obispo

Date of Document

Other signatures not acknowledged

On October 19, 2000, before me, Lauren & Babb, personally appeared Carlos Leyva , 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 Lauren Chadber Chadber (Particular Indian Petrole Ind

No. of Pages

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STATE OF CALIFORNIA LUIS ODISPO }ss.

Date of Document\_

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on October 20, 2000 before me, Lauren C. Babb
personally appeared Bruce A. Ferrante
, 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 Laurence Babb
LAUREN C. BASB COMM #1101532 ROTAT PUBLIC - CALSOSINA
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RECORDING REQUESTED BY:

FIRST AMERICAN TITLE COMPANY
WHEN RECORDED MAIL TO MPANY

Los Amigos Development Corp. C/O Boneso Brothers Construction P.O. Box 932

Paso Robles, CA 93447

JULIE RODEWALD San Luis Obispo County—Clerk/Recorder Recorded at the request of First American Title Company			DG 10/12/2004 8:60 AM	
Doc#: 2004089933	Titles: Fees Taxes Others PAID	1	Pages:	5 19.00 0.00 0.00

FIFTH
AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE SPANISH LAKES DEVELOPMENT (TRACT 2308)
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR THE SPANISH LAKES DEVELOPMENT (TRACT 2308) (Amendment"), which development is located in the County of San Luis Obispo, State of California, is made on the date hereinafter set forth by Spanish Lakes Homeowners Association, and made with reference to the following facts:

### RECITALS

On December 20, 1999, Declarant recorded that certain document entitled Declaration of A. Covenants, Conditions and Restrictions for the Spanish Lakes Development (Tract 2308, Phase I) ("Declaration") as Document #1999-087543 of Official Records of San Luis Obispo County. On January 28, 2000, recorded that certain document entitled Amendment to the Declaration of Covenants, Conditions and Restrictions for the Spanish Lakes Development (Tract 2308, Phase I), as Document #2000-004597; July 3, 2000, recorded that certain document entitled Amendment to Declaration of Covenants, Conditions and Restrictions for the Spanish Lakes Development (Tract 2308, Phase I), as Document #2000-037097; January 5, 2001, recorded that certain document entitled Third Amendment to the Declaration of Covenants, Conditions and Restrictions for the Spanish Lakes Development (Tract 2308, Phase I) as Document #2001-001052; January 5, 2001 recorded that certain document entitled Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for the Spanish Lakes Development (Tract 2308, Phase I) as Instrument No. 2001-001053; and June 26, 2001 recorded that certain document entitled Declaration of Annexation Tract 2308, Phase II Spanish Lakes Development as Instrument No. 2001-045994 all of Official Records of San Luis Obispo County, California. Unless otherwise specified herein, all terms used herein shall mean as defined in said Declaration.

B. Said Declaration directly affects all that real property located in San Luis Obispo County, California, more particularly described as follows:

Lots 1 through 26 and Common Area designated Open Space Lot 27 of Tract 2038, in the County of San Luis Obispo, State of California, according to map recorded December 20, 1999 in Book 19, Page 1 of Maps, and Lots 28 through 52 of Tract 2308, Phase 2, in the County of San Luis Obispo, State of California, according to map recorded June 26, 2001 in Book 19, Page 68 of Maps, in the office of the County Recorder of said county.

NOW THEREFORE, the undersigned hereby declares that said Declaration is hereby amended as follows and except as amended herein, said Declaration shall remain unchanged and in full force and effect. If there is any conflict between the Declaration and this Amendment, the terms of this Amendment shall prevail.

## Article II, Section 2.02(A) is hereby amended to read as follows:

2.02

A. Additions by Declarant. Declarant shall develop or cause to be developed the additional real property described as Lots 28 through 52, inclusive, as shown on the Tract Map for Tract No. 2308, Phase 2. Declarant will annex such additional real property to the Development and bring such real property within the general plan and scheme of this Declaration without the approval of the Association, its Board of Directors or members, provided, however, that such annexation must comply with the provisions of Section 2792.27(b), Title 10, of the California Code of Regulations, and provided further that said annexation must be completed prior to the expiration of three (3) years from the date of the original issuance of the most recently issued Final Public Report for the Development (Tract 2308).

#### Article VI, Section 6.01 is hereby amended to read as follows:

6.01 Land Use and Building Type: No lot shall be used for other than what is described in this Declaration. No buildings shall be creeted on any lot, excluding Common Areas outside of the Open Space, except for one single-family residence, one detached garage, and one attached guest house. All guest houses will only be allowable if approved by the San Luis Obispo County Building and Planning Department. All residential dwellings, outbuildings, garages and guest houses shall be constructed within the development envelopes except as otherwise specified herein.

6.05 Animals: No animals shall be kept on any lot, except for domestic dogs, cats, or other animals kept inside a cage as household pets, without the prior written consent of the Committee. No animal shall be kept on any lot for any commercial purpose. Each person bringing or keeping a pet upon a lot shall be liable to other owners, their family members, guests, invitees, tenants, and contract purchasers for any damage to persons or property proximately caused by any pet brought upon or kept upon the Project by that person or by members of his family, his guests, or invitees. Owners shall be responsible for any and all damages caused by his or her animals on or about the Project. Exceptions: horses are allowed to be kept on Lots 14 through 26 of Phase 1; Lots 28 through 36; and 48 through 52 of Phase 2; inclusive pursuant to County regulations and standards. Horses are not allowed to be kept on all other lots. Horses shall be allowed only on designated trails in the Open Space. Only horses owned by owners and their guests are allowed on the Open Space trails. Cattle may be allowed for grazing purposes within the Open Space area subject to provisions of any lease with the Association. Only cattle owned by a lessee shall be allowed to graze in the Open Space.

## Article VI, Section 6.06 is hereby amended to read as follows:

6.06 Drilling Prohibited: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in any lot within the Project; and no oil wells, tanks, tunnels or mineral excavations or shafts shall be permitted on the surface of any lot or within five hundred (500) feet below the surface of any lot. No derrick or other structure designed for use in boring for oil, or natural gas shall be erected, maintained, or permitted on any lot. No water wells shall be permitted on any lot, without approval from the Spanish Lakes Mutual Water Company.

### Article VI, Section 6.14 (B) is hereby amended to read as follows:

6.14

B. Fences: Each lot owner shall install and maintain a fence within the permiter of each lot. Such fence shall be 3-rail white vinyl fencing. Only fences approved in writing by the Committee shall be installed on a lot. Fences shall not be regulated if installed within standards approved by the Committee. Privacy fences adjacent to the main structure on a lot shall be allowed subject to Committee approval in writing.

Article X, Section 10.02 (B) is hereby amended to read as follows:

10.02

B. Repairs, Maintenance and Insurance: The Association shall perform such repairs and maintenance as the Association shall determine to be necessary or advisable to maintain the roads, entrances and related drainage facilities. Repairs and maintenance shall include, but are not limited to, filling of chuckholes, repairing cracks, paving, repairing and maintaining drainage structures, removing debris, maintaining signs markers, striping, landscaping and lighting, if any, maintaining insurance, and other work reasonable, necessary or proper to repair, maintain and preserve said roads and related improvements. Regular maintenance costs will be billed with the monthly assessments. However, due to unforseen environmental factors, there may be times when additional maintenance and repair becomes necessary. Such additional maintenance and repair costs will be billed to the owners and shall be paid to the Association within the time stated by the Association.

The undersigned I	as executed this Ar	nendment to Decla	eration of Covenants,	Conditions and
Restrictions on _	4-10-06	7		

SPANISH LAKES HOMEOWNERS ASSOCIATION

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