

RECORDING REQUESTED BY: WHEN RECORDED RETURN TO:
SAFECO TITLE INSURANCE COMPANY

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR TRACT NO. 681

DOC. NO. 21282
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL
MAY 25 1982
WILLIAM E. ZIMARIK
COUNTY RECORDER
TIME 8:00 AM

This is an Amended and Restated Declaration of Restrictions, made this 14th day of May, 1982, by Inventio Corporation, a California corporation, hereinafter referred to as "Declarant". It amends and restates the Declaration of Restrictions recorded in the Office of the County Recorder of San Luis Obispo County as Document No. 13771 at Volume 2398, pages 808 through 825 on April 6, 1982.

WHEREAS, Declarant is the owner of all that real property situated in the County of San Luis Obispo, State of California, designated as Lots 1 through 19, Tract No. 681, as per plat recorded in Book 10 of Maps, Pages 94, Official Records of San Luis Obispo County; and

WHEREAS, Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of its future owners.

NOW, THEREFORE, Declarant declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of

said real property.

1. No lot shall be used except for residential purposes. No building shall be erected, placed, or permitted to remain on any lot or parcel except for one single family residence per lot of not less than 2,000 square feet, one garage for not more than four (4) automobiles per lot, one (1) guest house per lot, and one (1) outbuilding, barn or shed per lot. Any barn, shed, or other outbuilding constructed under this provision shall be of good and durable quality and shall be maintained to insure that it remains in good condition.

2. No outbuilding, barn or shed shall be erected or located on any lot or parcel closer than fifty (50) feet to any residence building on an adjacent lot or closer than fifty (50) feet to any adjacent property line.

3. No structures shall be located within twenty-five (25) feet of the official right-of-way plan lines as shown on the recorded map for Tract 681, affecting lots 1 through 17.

4. No temporary dwelling may be erected or maintained on any lot or parcel, nor shall any housetrailer, mobile home, tent or the like be placed or maintained on any lot or parcel for dwelling purposes.

5. A housetrailer, mobile home, camper, camper shell, boat or the like, may be stored on any lot only in a covered outbuilding, permissible under this Declaration, or a carport type structure which shall be attached to such outbuilding. Any housetrailer, mobile home, camper, camper shell, boat or

the like, placed on a lot shall not be used for any residential purposes.

6. No structures, whether permanent residence, barn, outbuilding, or shed, shall be located within fifty (50) feet of the open space easement area over any drainage swale as shown on the recorded map for Tract 681.

7. No construction, grading, vegetative removal or other site disturbance shall be undertaken or allowed within the open space easements over the drainage swales as shown on the recorded map for Tract 681.

Afuera de Chorro Water Company shall have the authority to and shall prevent any site alteration or site disturbance of any drainage swales or drainage areas shown on the approved landscape plan.

Afuera de Chorro Water Company shall maintain all landscaping around water facilities and shall provide and maintain screening of all water facilities including the water tank shown on the approved landscape plans.

8. No signs, billboards, placards or the like of a commercial nature shall be placed or maintained on any lot. This restriction shall not prohibit any owner from posting one (1) sign, advertising the property for sale, lease or exchange.

9. No refuse pile or other unsightly objects shall be allowed on or maintained on any lot.

All lots shall at all times be kept in a clean, sightly and wholesome condition; no trash, garbage, litter, junk, boxes, containers, bottles, cans, machinery, implements,

lumber or other building materials shall be permitted to be or remain exposed on any lot or visible from any street or adjoining or nearby premises.

10. No more than two (2) large hooved animals or four (4) small hooved animals, or proportional combinations thereof, and their unweaned offsprings, shall be kept on any lot for each acre of enclosed corral area. No livestock corral or animal pen may be located within fifty (50) feet of any open space easement area over a drainage swale as shown on the recorded map for Tract 681. Furthermore, no turkeys or hogs may be kept on any lots. Said allowed animals or livestock shall be properly cared for and adequately protected from the elements. The above given numbers shall apply, so long as said animals or livestock are not a nuisance or are not creating a nuisance, or health hazard and are not creating an unsightly condition or overgrazed condition or erosion. If a problem exists, as outlined in any of the above, the number of animals on that lot will be reduced to correct the problem. This section shall not be amended or deleted without approval of the County of San Luis Obispo.

11. No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas, or minerals shall ever be erected, maintained or permitted on any lot or parcel.

Afuera de Chorro Water Company, a California corporation, is hereby expressly empowered, notwithstanding the provisions contained in this restriction, to commit all acts reasonably necessary to obtain sufficient water to service this Tract

No. 681, as provided in Restriction 9 herein.

12. No noxious or offensive activity shall be carried on or upon any lot or parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No truck (except a pickup truck used for personal and family uses) or commercial vehicle may be stored or parked on any lot or parcel, unless such vehicle is enclosed by a permanent building. No broken down machinery, metal or other material designated as "junk" shall be kept, maintained or permitted on any lot or parcel, unless contained in a fully enclosed, permanent building permissible under this Declaration.

13. Water shall be supplied to this development by Afuera de Chorro Water Company and no individual water-supply system shall be permitted on any lot or parcel, except lot 19 and except as determined by the Board of Directors of the Afuera de Chorro Water Company.

Water from said mutual water company shall be used solely for domestic use and not for crop irrigation purposes or commercial use. Reasonable amounts, as determined by the Board of Directors of the Afuera de Chorro Water Company, shall be permitted to be utilized for watering noncommercial livestock.

"Crop irrigation" as used in this restriction shall not include use for watering of a personal or household garden where the crop is not resold commercially.

The owner of each lot or parcel shall be responsible for the construction and maintenance of all piping systems

connecting his respective parcel to the Afuera de Chorro Water Company system.

The water wells in existence on Tract No. 681 at the time each lot or parcel is sold are reserved for the exclusive use of the Afuera de Chorro Water Company.

14. Declarant, for each lot or parcel owned within Tract No. 681, hereby covenants, and each owner of any lot or parcel by acceptance of a deed for it, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Afuera de Chorro Water Company all assessments, charges, or tolls levied by the Afuera de Chorro Water Company. All assessments, charges, or tolls, together with interest, costs, and reasonable attorneys' fees incurred in any collection effort shall be collected by the Water Company by appropriate legal action. Each such assessment, together with interest, costs, and reasonable attorneys' fees incurred in any collection effort, shall be the personal obligation of the person or persons who owned such lot or parcel at the time when the assessment or charge fell due.

Any assessment, charge, or toll not paid within thirty (30) days after the mailing of a statement showing the amount due shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid.

Sale or transfer of any lot or parcel shall not affect the assessment. The transferee shall be jointly and severally liable with the transferor for all unpaid assessments, charges or tolls by the Afuera de Chorro Water Company against the transferor.

If the assessment, charge, or toll is not paid within thirty (30) days after the due date, in addition to the accrual of interest and in addition to all other legal and equitable rights or remedies, the Afuera de Chorro Water Company may, at its option, bring an action at law against the owner personally obligated to pay the same. There shall be added to the amount of such assessment, charge, or toll and interest thereon all costs and expenses, including reasonable attorneys' fees incurred by the Afuera de Chorro Water Company in collecting the delinquent assessment, charge, or toll.

15. All individual sewage-disposal systems shall be located and designed, and constructed in accordance with the requirements, standards and recommendations of the local governmental authorities empowered to regulate such systems. Any septic or sewage system installed pursuant to this restriction shall not be placed within 200 feet of any well site or other well facility utilized by Afuera de Chorro Water Company to service the development.

16. No television, radio, citizens band or other antennae shall be placed, erected or maintained on any lot or parcel. This restriction shall have no force and effect until six (6) months have elapsed from the date on which cable television facilities from any commercial supplier become available to the development.

17. All utility services extended to any lot or parcel after the date of conveyance from Declarant to the first grantee of such lot or parcel shall be installed underground. No overhead utility wires shall be placed, erected or maintained on any lot or parcel.

18. Due to the geologic nature of the area encompassed by this tract, each owner of any lot or parcel, prior to beginning construction on such lot or parcel, shall retain a soils engineer for review of such proposed construction to determine compatibility of such proposed construction with the existing site characteristics. All construction shall be designed so as to minimize the amount of earth removal and grading.

19. No grading shall be permitted on any lot or parcel unless and until proper grading permits have been obtained by the owner from the County of San Luis Obispo. This section shall not be amended or deleted without approval of the County of San Luis Obispo.

20. The construction of building pads, driveways, bridges, or reservoirs shall be subject to review by the Planning and Engineering Departments of the County of San Luis Obispo. This section shall not be amended or deleted without approval of the County of San Luis Obispo.

21. It is understood by each grantee of any lot or parcel herein, and agreed to by acceptance of the deed to any lot or parcel herein, that the Declarant has granted to the County of San Luis Obispo the privilege and right to extend and maintain drainage structures, excavation slopes, and embankment slopes beyond the limits of the dedicated rights of way included within Tract No. 681 wherever necessary for the construction and maintenance of road beds occupying the full width of said lot areas. Said grant includes the privileges and right to plant and maintain grass, plants and/or trees on said slopes and drainage structures for soil

erosion protection of same. The County rights and privileges as herein defined shall be superior to the rights of the owners, their heirs and assigns to lateral support.

22. No dwelling shall be permitted on any lot at a cost of less than \$100,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

23. No building, fence, wall, obstruction, improvement, or structure of any kind shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish-grade elevation.

24. The Architectural Control Committee shall consist of three (3) members. Declarant may appoint all of the original members of the Committee and all replacements until all of the original lots have been sold. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee fails to approve or disapprove within forty-five (45) days after plans and specifications have been submitted to it, approval will not

be required and the related covenant shall be deemed to have been fully complied with. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. Thereafter, the then record owners of a majority of the lots or parcels shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to change any of its powers and duties.

25. By acceptance of the deed to any lot or parcel each owner hereby acknowledges Pacific Gas and Electric's (PG & E) title in and to the right-of-way easements, granted and recorded as set forth in Exhibit "A" attached hereto and incorporated by reference herein, in the Official Records of the County of San Luis Obispo. Each owner further acknowledges the priority of PG & E's title and agrees to never resist or assail the same.

By such acceptance of the deed to any lot or parcel, each owner further agrees as follows:

(a) He shall not use the area within said right-of-way easement (said area) in such a manner as will interfere with PG & E's use thereof or endanger PG & E's facilities thereon.

(b) He shall use said area at his sole risk and expense.

(c) No tools, machinery, equipment, apparatus, materials or supplies, or any part thereof shall be erected, handled or operated within ten (10) feet of any PG & E high-voltage line energized at 50,000 volts or less. With

respect to conductors energized at more than 50,000 volts, no tools, machinery, equipment, apparatus, materials, or supplies, or any part thereof shall be erected, handled or operated closer than the minimum clearances set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety, which said minimum clearances are incorporated herein by reference.

No transportation or transit of any tool, machinery, equipment or apparatus or the moving of any house or building shall be carried out without observing the minimum clearances set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety, which said minimum clearances are incorporated herein by reference.

(d) Notwithstanding anything contained herein, each owner hereby agrees to reimburse PG & E for any damage to PG & E's facilities resulting from his use of said area.

26. These covenants are to run with the land and shall be binding on all grantees and landowners and their successors in interest for fifteen (15) years, at which time said covenants shall, insofar as such procedure shall be then lawful, be automatically extended for an unlimited number of successive periods of ten (10) years, unless by a vote of the majority of the then record owners of the lots an agreement be recorded to change the said covenants in whole or in part.

The "majority of the then record owners of the lots" means those persons owning a majority of the lots in this subdivision.

27. If the parties hereto, or any of their successors in interest, shall violate or attempt to violate

any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to bring any action or proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and to enjoin that person or persons from committing such violation and recover damages, reasonable attorneys' fees, and costs incurred in any such action or proceeding.

28. If any covenant or covenants contained in this Declaration are held to be invalid by any court of competent jurisdiction, the remaining covenants shall nevertheless remain in full force and effect.

29. This Declaration may be amended only by the affirmative vote of a majority of the owners of the lots or parcels. Any amendment shall only become effective upon being recorded in the Recorder's Office of the County of San Luis Obispo.

30. A breach of any of the foregoing covenants or conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said realty or any part thereof, but said covenants or conditions shall be binding upon and effective against any subsequent owner of said property or realty.

IN WITNESS WHEREOF, Declarant Inventio Corporation has executed this Declaration of Restrictions the day and

year first above written.

INVENTIO CORPORATION

By John Kuden
JOHN KUDEN, President

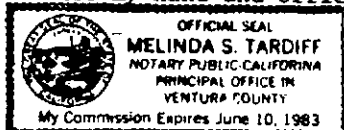
By J. Edmund Smith
J. EDMUND SMITH, Secretary

By Carl E. Hayes
CARL E. HAYES,
Attorney in Fact

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

On May 17, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN KUDEN, known to me to be the President of the corporation that executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official Seal.



Melinda S. Tardiff
NOTARY PUBLIC, IN AND FOR
THE STATE OF CALIFORNIA

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

On May 17, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL E. HAYES, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in Fact of J. EDMUND SMITH and INVENTIO CORPORATION, and acknowledged to me that he subscribed the name of J. EDMUND SMITH thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official Seal.



Melinda S. Tardiff
NOTARY PUBLIC, IN AND FOR
THE STATE OF CALIFORNIA

EXHIBIT A

1. An easement as conveyed in deed recorded July 18, 1932 in Book 125 at page 365 of Official Records, conveyed to Midland Counties Public Service Corporation, a California corporation. The interest of said Midland Counties Public Service Corporation has since passed to and is now held by Pacific Gas and Electric Company, a California corporation.
2. An easement as conveyed in deed recorded December 13, 1940 in Book 288 at page 80 of Official Records, conveyed to Pacific Gas and Electric Company, a California corporation.
3. An easement as conveyed in deed, recorded December 9, 1941 in Book 315 at page 20 of Official Records, conveyed to Pacific Gas and Electric Company, a California corporation.
4. An easement as conveyed in deed, recorded June 11, 1952 in Book 661 at page 148 of Official Records, conveyed to Pacific Gas and Electric Company, a California corporation.
5. An easement as conveyed in deed, recorded March 22, 1954 in Book 749 at page 566 of Official Records, conveyed to Pacific Gas and Electric Company.
6. An easement as conveyed in deed recorded April 28, 1959 in Book 996 at page 530 of Official Records, conveyed to Pacific Gas and Electric Company, a California corporation.

SUBORDINATION AGREEMENT

THE WESTLANDS BANK, a California corporation, beneficiary under that certain Deed of Trust dated November, 1981 and recorded December 14, 1981 in Book ²³⁷⁵ at page 577 of Official Records of San Luis Obispo County, California hereby agrees that the charge of said Deed of Trust is and shall be subject and subordinate to the Amendment of the Declaration of Covenants, Conditions and Restrictions and Grants and Reservations of Easements and Rights recorded concurrently herewith for Tract 681 in the County of San Luis Obispo, California.

Dated May 20, 1982

THE WESTLANDS BANK,
a California corporation

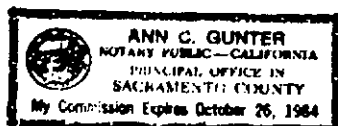
By [Signature]
John Hawk, Vice President

By [Signature]
Susan Peters, Assistant Vice President

STATE OF CALIFORNIA)
COUNTY OF Sacramento) ss.

On May 20, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared John Hawk known to me to be the Vice President and Susan Peters known to me to be the Asst. Vice President of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Signature [Signature]
Ann C. Gunter
NOTARY PUBLIC for the
State of California

SUBORDINATION AGREEMENT

FIRST BANK OF SAN LUIS OBISPO, a California corporation, beneficiary under that certain Deed of Trust dated December 8, 1981 and recorded December 14, 1981 in Book 2375 at page 582 of Official Records of San Luis Obispo County, California hereby agrees that the charge of said Deed of Trust is and shall be subject and subordinate to the Amendment of the Declaration of Covenants, Conditions and Restrictions and Grants and Reservations of Easements and Rights recorded concurrently herein for Tract 681 in the County of San Luis Obispo, California.

Dated May 19, 1982

FIRST BANK OF SAN LUIS OBISPO,
a California corporation

By [Signature]

By [Signature]

STATE OF CALIFORNIA)

) ss.

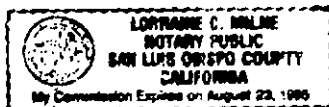
COUNTY OF San Luis Obispo)

On May 19, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Lynn W. Lyon and Reese T. Davies known to me to be the President and Vice President known to me to be the persons who executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [Signature]

NOTARY PUBLIC for the
State of California.



END OF DOCUMENT

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