

RECORDING REQUESTED BY:
SAN LUIS OBISPO COUNTY
PLANNING DEPARTMENT

DOC#: 2007081895

Titles: 1 Pages: 8



Fees 28.00
Taxes 0.00
Others 0.00
PAID \$28.00

AND WHEN RECORDED MAIL TO:

Brett Butterfield
Kiler-Canyon Partners LLC
200 Crestmont Drive
San Luis Obispo, CA 93401

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PARCEL MAP CO 05-0362**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 12th day of December, 2007 by KILER CANYON PARTNERS, LLC, a California limited liability company, hereinafter referred to as "Declarant."

RECITALS

A. Declarant is the owner of certain real property (the "Property" or the "Subdivision") located in the County of San Luis Obispo, California, described as Lots 1 through 4 inclusive of Parcel Map CO 05-0362 filed for record DECEMBER 24, 2007 in Book 70, Pages 52 through 55 inclusive of Parcel Maps in the office of the San Luis Obispo County Recorder. Each of those lots is referred to as a "Lot," and all of them—or a specified subset thereof—are collectively referred to as the "Lots." The owner(s) of a Lot are referred to collectively as the "Owner" and the owners of all of the Lots—or a specified subset thereof—are collectively referred to as the "Owners."

B. Declarant desires to impose covenants, conditions, and restrictions on all of the Lots, to comply with conditions of approval for this Subdivision and for the mutual benefit of the Lots.

IMPOSITION OF CC&RS

NOW, THEREFORE, Declarant declares that said Lots 1 through 4 of Parcel Map CO 05-0362, shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the mutual and respective covenants, restrictions, and rights hereinafter set forth, expressly and exclusively for the use and benefit of, and to be binding on, each of said Lots and on each and every person or entity who now or in the future owns said Lots, said covenants, restrictions, and rights are intended to and shall run with the land.

ARTICLE 1-USE RESTRICTIONS

1.1 COUNTY CONDITIONS OF APPROVAL

The Property contained herein is subject to the San Luis Obispo County Conditions of Approval for Parcel Map CO 05-0362. These conditions of approval are in addition to any conditions contained herein and affect the rights and uses of the subject Property.

1.2 LOT USE

No Lot shall be occupied or used except for single family residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein; provided that Declarant, its successors, or assigns may use any unsold Lot or Lots in the project as a site for a sales office during construction and until the last Lot is sold. The Lots may be used for such home occupations as are permitted and properly licensed by the County of San Luis Obispo. No tent, shack, trailer, garage, outbuilding, or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently, but outbuildings for storage and other accessory uses shall be permitted.

1.3 MAINTENANCE

All Lots and structures thereon—including private yards, fencing, and landscaping on such Lots—shall at all times be maintained by the respective Owner or occupant in good condition and repair, and in a clean, neat, and orderly condition.

1.4 NUISANCES

No noxious, illegal, or offensive activities shall be carried on upon any Lot or in any part of the Property, nor shall anything be done thereon which may be or become an annoyance or a nuisance or which may in any way interfere with an Owner's quiet enjoyment of their respective Lot. Any activity which results in unreasonable levels of noise, dust, or unsightly conditions considering the residential character of the project and Property shall be deemed to be a nuisance. No vehicle repairs shall be performed in any Lot area which is visible from adjoining Lots and streets, other than minor emergency repairs.

1.5 GARBAGE AND REFUSE DISPOSAL

Trash, garbage, and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment, garbage cans, woodpiles, or storage piles shall be kept screened and concealed from view of other Lots and streets.

ARTICLE 2-CONDITIONS

2.1 MINIMUM SIZE

All primary residences in the Subdivision shall contain at least two thousand (2,000) square feet, exclusive of porches, patios, and garages.

2.2 STYLE

All residences and outbuildings in the Subdivision shall be predominantly stucco. Garages shall be designed so as to harmonize with the primary residence. At the time of application for construction permits for each Lot, the applicant shall submit architectural elevations of all proposed structures to the San Luis Obispo County Department of Planning and Building (the "Department") for review and approval. The Department shall review proposed elevations. The elevations shall show forms, dimensions, exterior finish materials, and colors, as follows:

- Roofs shall be limited to hipped-forms. Roofs shall be articulated and follow the general shapes of the hills and avoid flat planes which project against the sky in long straight lines or acute angles which may be considered intrusive to the existing natural character of the hills and vegetation;
- Building colors shall be similar to surrounding natural colors and no brighter than 6 in chroma and value on the Munsell Color Scale on file in the Department;
- Roof colors shall be limited to deep earth tones, deep muted reds, browns, and grays, and no brighter than 6 in chroma and value on the Munsell Color Scale on file in the Department. Shiny metal roofs, bright orange, red, or blue shall be prohibited.

2.3 TEMPORARY STRUCTURES

No tents, shacks, outbuildings, or garage stall shall at anytime be used as a residence, either temporarily or permanently.

2.4 MOBILE HOMES

No mobile homes (as defined in the Vehicle Code) shall be erected on any Lot.

2.5 LANDSCAPING

Landscaping of yards shall consist of natural plants, grass, trees, or shrubs. The use of native plant species is encouraged. All front yards shall be developed and maintained in landscaped condition.

2.6 FIREPLACES

All wood-burning fireplaces and stoves shall be listed for 7.5 gr/hr maximum particulate emission, based on EPA Standard.

2.7 HEIGHT

Building heights shall be regulated by the Department and shall be clearly delineated on project plans submitted to said Department for approval.

2.8 OUTSIDE LANDSCAPING

No exterior clothesline shall be erected or maintained, except in the rear yard of a Lot, and shall be screened from adjoining Lots.

2.9 MACHINERY

No Machinery or mechanical equipment shall be placed, stored, maintained, or used on any Lot, other than such machinery or equipment as is usual and customary in connection with agricultural or private residential use, including home hobbies occurring on the Lot on which the machinery or equipment is stored.

2.10 LEASING

All rental agreements for Lots or residences thereon within the project shall be for at least ninety (90) days.

2.11 STORAGE OF MATERIALS, JUNK, TRASH, & MANURE

The storage of or accumulation of junk, trash, manure, and other offensive or noxious materials is specifically prohibited.

2.12 FENCES

Fencing shall be constructed of 4-rail white vinyl, pipe, or wood. Fencing shall be kept in good condition and repair at all times.

2.13 PARKING

Parking is limited to driveways and garages. Parking on access road is limited to guest parking for less than 24 hour duration.

2.14 BUILDING SETBACKS

Lots 1 through 4 must comply with Department requirements regarding building setbacks from the property lines for all structures.

2.15 EQUIPMENT

Solar panels, satellite dishes, and other equipment shall be effectively screened from view and insulated for sounds. Trash and other service areas, if exterior, shall be similarly screened.

2.15 EXTERIOR LIGHTING

At the time of application for a construction permit, the applicant shall submit an exterior lighting plan to the Department for review and approval. The

Department shall review the proposed lighting plan. The proposed lighting plan shall satisfy the following conditions:

- Direct views of all exterior lighting sources shall be shielded from view from Highway 101;
- Exterior lighting shall be designed to not focus illumination onto exterior walls;
- Any security lighting installed on the Property shall be equipped with motion detectors to prevent the illumination from remaining on; and,
- “White” colored light shall not be used for exterior lighting.

ARTICLE 3-MAINTENANCE, ETC. REGARDING GATE, ROAD AND DRIVEWAY

3.1 STREETS

The Owners shall collectively maintain, repair, resurface, and upgrade (as the case may be) the private street shown as Calle Almendra on the recorded Subdivision tract map until such time, if ever, as those duties are accepted by a road maintenance association or public or quasi-public agency, at a standard consistent to similar upper-end residential projects in rural Paso Robles, California.

3.2 PRIVATE DRIVEWAYS

The Owner of Lot 1 shall separately maintain the private driveway located on Lot 1. The Owner of Lot 2 shall separately maintain the private driveway located on Lot 2. The Owner of Lot 3 shall separately maintain the private driveway located on Lot 3. The Owner of Lot 4 shall separately maintain the private driveway located on Lot 4.

3.3 SHARED EXPENSES

All costs and expenses described in Section 3.1 are “Shared Expenses,” which shall be allocated and paid as provided in this Section 3.3. Each Owner shall pay a portion of the Shared Expenses consisting of a fraction, the numerator of which is one (1), and the denominator of which is the number of Lots subject to this Declaration. (Thus, unless the number of Lots subject to the Declaration is subsequently changed, each Owner shall pay one-fourth (1/4th) of all Shared Expenses.) *Note that this Declaration does not establish a lien on any Lot for the purpose of enforcing this allocation of Shared Expenses.* If the total Shared Expense of any work is estimated to exceed Two Thousand Dollars (\$2,000), each Owner shall advance his/her portion of the Shared Expenses within ten (10) days of written demand therefore. Any portion not paid when due shall accrue interest at the rate of eighteen percent (18%) per annum or (if less than such rate)

the maximum lawful rate. Such interest is payable to any Owner(s) who advance(s) funds not paid by any other Owner when due, in proportion to each Owner's advance.

3.3.1 EACH OWNER RESPONSIBLE FOR DAMAGE

Notwithstanding any other provision of these CC&Rs, any person who damages any Subdivision improvement other than through normal wear and tear, shall be solely responsible for its repair or replacement, as the case may be, and such repair or replacement shall not be a Shared Expense.

ARTICLE 4-OWNER'S RESPONSIBILITY

All use regulations or restrictions imposed herein are automatically binding on tenants and invitees, even if they only refer to "Owners." Each Owner is responsible for any violations of this Declaration committed—or damage caused—by that Owner, his/her tenants, and the invitees of any of them. (Without limiting the generality of the foregoing, this rule applies with respect to the responsibility for damages pursuant to Section 3.3.1.)

ARTICLE 5-DISCLOSURE PROVISIONS

5.1 AGRICULTURE ACTIVITIES

Declarant hereby discloses to each potential purchaser of a Lot within the subject Property the consequences of existing and potential intensive agriculture operations on adjacent or nearby parcels, including but not limited to, dust, noise, odors, and agricultural chemicals, and of the County's Right-to-Farm Ordinance currently in effect at the time the buyer's deed is recorded.

5.2 ADDITIONAL MAP SHEET

Declarant hereby discloses to each potential purchasers of a Lot within the subject Property that an additional map sheet was recorded with the final tract or parcel map. The restrictions, conditions, and standards set forth in the additional map sheet apply to future development. It is the responsibility of the prospective buyers to read the information contained on the additional map sheet.

ARTICLE 6-ENFORCEMENT

Any Owner shall be entitled to take legal action against any other Owner who violates any restriction or fails to comply with any requirement of this Declaration. Such action may be at law for damages or in equity to seek specific performance hereof, to restrain a violation hereof, or to seek declaratory relief. In any such action, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in said action.

ARTICLE 7-VOTING

The owners of each Lot are collectively entitled to cast a single vote. If there are two or more owners of any Lot, the vote cast by any of them shall be conclusively presumed to be the vote cast for all the owners of that Lot. If conflicting votes are cast for any Lot on any issue, the entire vote of that Lot shall not be counted for that issue (the purpose of this clause being to avoid placing Owners of other Lots in a de facto position of resolving ownership disputes.)

ARTICLE 8-AMENDMENTS

This Declaration may be amended only by the affirmative vote, in person, or by proxy or written consent, of the Owners of a majority of the Lots in the Subdivision from time to time. Any amendment must be recorded in the Recorder's Office of the county of San Luis Obispo. Notwithstanding any other provision of this Declaration, no amendment, change, modification, or termination of the conditions, covenants, and restrictions of this Declaration regarding the following provisions shall be effective for any purpose until approved in writing by the Director of Planning and Building of the County of San Luis Obispo, California: (a) maintenance of the private street and driveways, (b) the provision for disclosure regarding agricultural activities, and (c) the provision for the disclosure regarding the additional map sheet.

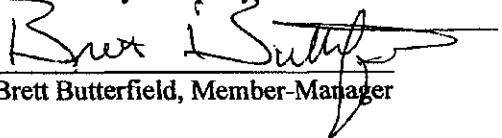
ARTICLE 9-BINDING ON SUCCESSORS AND ASSIGNS

The restrictions contained in this Declaration constitute covenants running with the land pursuant to Civil Code section 1468 and equitable servitudes pursuant to common law principles that benefit and bind each Lot, each Owner or occupant, and any successor or assign.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

Declarant:

Kiler Canyon Partners, a California
limited liability company

By: 
Brett Butterfield, Member-Manager

STATE OF California

COUNTY OF San Luis Obispo

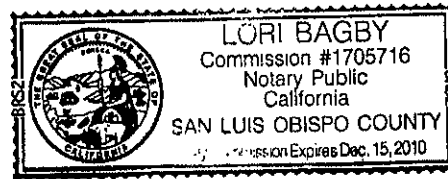
On 12-12-2007 before me, Lori Bagby, notary public
(Name, Title of Officer)

personally appeared Brett Butterfield

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.

Lori Bagby
(Signature of Notary Public)



(This area for notarial seal)

END OF DOCUMENT