Cover page for:

Preliminary Title Insurance Report
(with copies of recorded exceptions*)

*** Copies included with this preliminary title package do not include deeds of trust which are to be removed at closing.**

Preliminary title insurance schedules prepared by:

Old Republic Title Company

(File Number: 1421002131-CF)

Auction Tract 4

(San Luis Obispo County, California)

For August 11, 2022 auction to be conducted on behalf of:

Assemi Brothers, LLC

OLD REPUBLIC TITLE COMPANY
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

7451 North Remington Ave. #102
Fresno, CA 93711
(559) 440-9249 Fax: (559) 447-1643

PRELIMINARY REPORT

Our Order Number 1421002131-CF

ASSEMI BROTHERS LLC
1396 W Herndon Ave #101
Fresno, CA 93711

When Replying Please Contact:

Cathy Faraone
cfaraone@ortc.com
(559) 440-9249

Property Address:

6795 Cambria Pines Road, Cambria, CA 93428
[Unincorporated area of San Luis Obispo County]

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 26, 2022, at 8:00 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee as to Parcel(s) A and an Easement as to Parcel(s) B

Title to said estate or interest at the date hereof is vested in:

Assemi Brothers, LLC, a California limited liability company

The land referred to in this Report is situated in the unincorporated area of the County of San Luis Obispo, State of California, and is described as follows:

PARCEL A:

Lot 1 of Tract 1804, in the County of San Luis Obispo, State of California, according to the map thereof recorded June 23, 2000 in Book 19, Page 22 of Maps, in the office of the County Recorder of said County.

PARCEL B:

A non-exclusive easement for vehicular and pedestrian access and utilities over the Common Private Driveway, as described in Section 3.5 of the Declaration of Covenants, Conditions and Restrictions, recorded June 23, 2000 as Document No. 2000-034704 Official Records.

APN: 013-085-001

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2022 - 2023, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, as follows:

Assessor's Parcel No	:	013-085-001	
Code No.	:	061-037	
1st Installment	:	$4,781.29	Marked Paid
2nd Installment	:	$4,781.29	Marked Paid
Land Value	:	$890,000.00	

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. Terms and provisions as contained in an instrument,

Executed By	:	The County of San Luis Obispo, et al
Recorded	:	January 13, 1975 in Book 1813 of Official Records, Page 693

5. Terms and provisions as contained in an instrument,

Entitled	:	Memorandum of Agreement
Executed By	:	Cambria West, a California joint venture
Recorded	:	May 17, 2000 in Official Records under Recorder's Serial Number 2000-027251

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For	:	Waterline, Access and Public Utilities
Affects	:	The Easterly corner
For	:	Open Space
Affects	:	A portion of said land
For	:	Tree Replacement Area
Affects	:	A portion of said land

7. Any rights, easements, interests or claims that may exist or arise by reason of, or reflected by, recitals shown or noted in the filed map(s) referenced in the legal description herein.

8. Terms and provisions as contained in an instrument,

Entitled	:	Open Space Agreement
Executed By	:	Walter H. Leimert Co. and Cabria West Joint Venture and the County of San Luis Obispo
Recorded	:	June 23, 2000 in Official Records under Recorder's Serial Number 2000-034703

9. Covenants, Conditions and Restrictions which do not contain express provisions for forfeiture or reversion of title in the event of violation, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Recorded : June 23, 2000 in Official Records under Recorder's Serial Number 2000-034704

Modification thereof, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Recorded : March 23, 2001 in Official Records under Recorder's Serial Number 2001-018195

Modification thereof, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Recorded : August 31, 2001 in Official Records under Recorder's Serial Number 2001-066394

NOTE: "If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

10. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount	:	$[redacted]
Trustor/Borrower	:	Assemi Brothers, LLC, a California limited liability company
Trustee	:	Premier Valley Bank
Beneficiary/Lender	:	Premier Valley Bank
Dated	:	March 12, 2009
Recorded	:	March 31, 2009 in Official Records under Recorder's Serial Number 2009015454
Loan No.	:	11008968

Modification/amendment of the terms of said Deed of Trust, by an instrument

Entitled	:	Modification of Deed of Trust
Executed By	:	Assemi Brothers, LLC and Premier Valley Bank
Dated	:	November 13, 2019
Recorded	:	December 31, 2019 in Official Records under Recorder's Serial Number 2019059134

NOTE: Said Deed of Trust appears to secure a Revolving Line or Equity Line of Credit. If this loan is to be paid off and reconveyed through this transaction, the Company will require a written statement from the Beneficiary/Lender that a freeze is in effect on the account, and that the demand for payoff from the Beneficiary/Lender states that a reconveyance will be issued upon payment of the amounts shown therein.

The Beneficiary/Lender may be assisted in freezing this account by receiving a creditline freeze authorization letter signed by the Trustor/Borrower/Seller with the request for payoff demand. A sample copy of a typical such letter is available from the Company upon request.

11. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount	:	$[redacted]
Trustor/Borrower	:	Assemi Brothers, LLC, a California limited liability company
Trustee	:	Premier Valley Bank
Beneficiary/Lender	:	Premier Valley Bank
Dated	:	June 25, 2010
Recorded	:	July 20, 2010 in Official Records under Recorder's Serial Number 2010033347
Loan No.	:	11015203

NOTE: Said Deed of Trust appears to secure a Revolving Line or Equity Line of Credit. If this loan is to be paid off and reconveyed through this transaction, the Company will require a written statement from the Beneficiary/Lender that a freeze is in effect on the account, and that the demand for payoff from the Beneficiary/Lender states that a reconveyance will be issued upon payment of the amounts shown therein.

The Beneficiary/Lender may be assisted in freezing this account by receiving a creditline freeze authorization letter signed by the Trustor/Borrower/Seller with the request for payoff demand. A sample copy of a typical such letter is available from the Company upon request.

12. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount	:	$[redacted]
Trustor/Borrower	:	Assemi Brothers, LLC, a California limited liability company
Trustee	:	Premier Valley Bank
Beneficiary/Lender	:	Premier Valley Bank
Dated	:	June 25, 2010
Recorded	:	December 10, 2010 in Official Records under Recorder's Serial Number 2010063318
Loan No.	:	11015203

NOTE: Said Deed of Trust appears to secure a Revolving Line or Equity Line of Credit. If this loan is to be paid off and reconveyed through this transaction, the Company will require a written statement from the Beneficiary/Lender that a freeze is in effect on the account, and that the demand for payoff from the Beneficiary/Lender states that a reconveyance will be issued upon payment of the amounts shown therein.

The Beneficiary/Lender may be assisted in freezing this account by receiving a creditline freeze authorization letter signed by the Trustor/Borrower/Seller with the request for payoff demand. A sample copy of a typical such letter is available from the Company upon request.

13. Prior to the issuance of any policy of title insurance, the Company requires the following with respect to Assemi Brothers, LLC, a California Limited Liability Company:

1. A copy of any management or operating agreements and any amendments thereto, together with a current list of all members of said LLC.

2. A certified copy of its Articles of Organization (LLC-1), any Certificate of Correction (LLC-11), Certificate of Amendment (LLC-2), or Restatement of Articles of Organization (LLC-10).

3. Recording a Certified copy of said LLC-1 and any “amendments thereto”.

---------- Informational Notes ----------

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1.

B. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument Entitled	:	Grant Deed
By/From	:	Walter H. Leimert Co., a California corporation, Cambria West, a joint venture composed of Cambria Properties Limited, a limited partnership, and Walter H. Leimert Company, a California corporation also know as Walter H. Leimert Co., a California corporation
To	:	Assemi Brothers, LLC, a California limited liability company
Dated	:	November 18, 2004
Recorded	:	December 17, 2004 in Official Records under Recorder's Serial Number 2004109738

NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a "Restrictive Covenant Modification" form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the "Restrictive Covenant Modification" ("RCM") form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder's Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder's Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder's Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder's Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder's Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The "Restrictive Covenant Modification" form is linked below:

Restrictive Covenant Modification form

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of San Luis Obispo, State of California, and is described as follows:

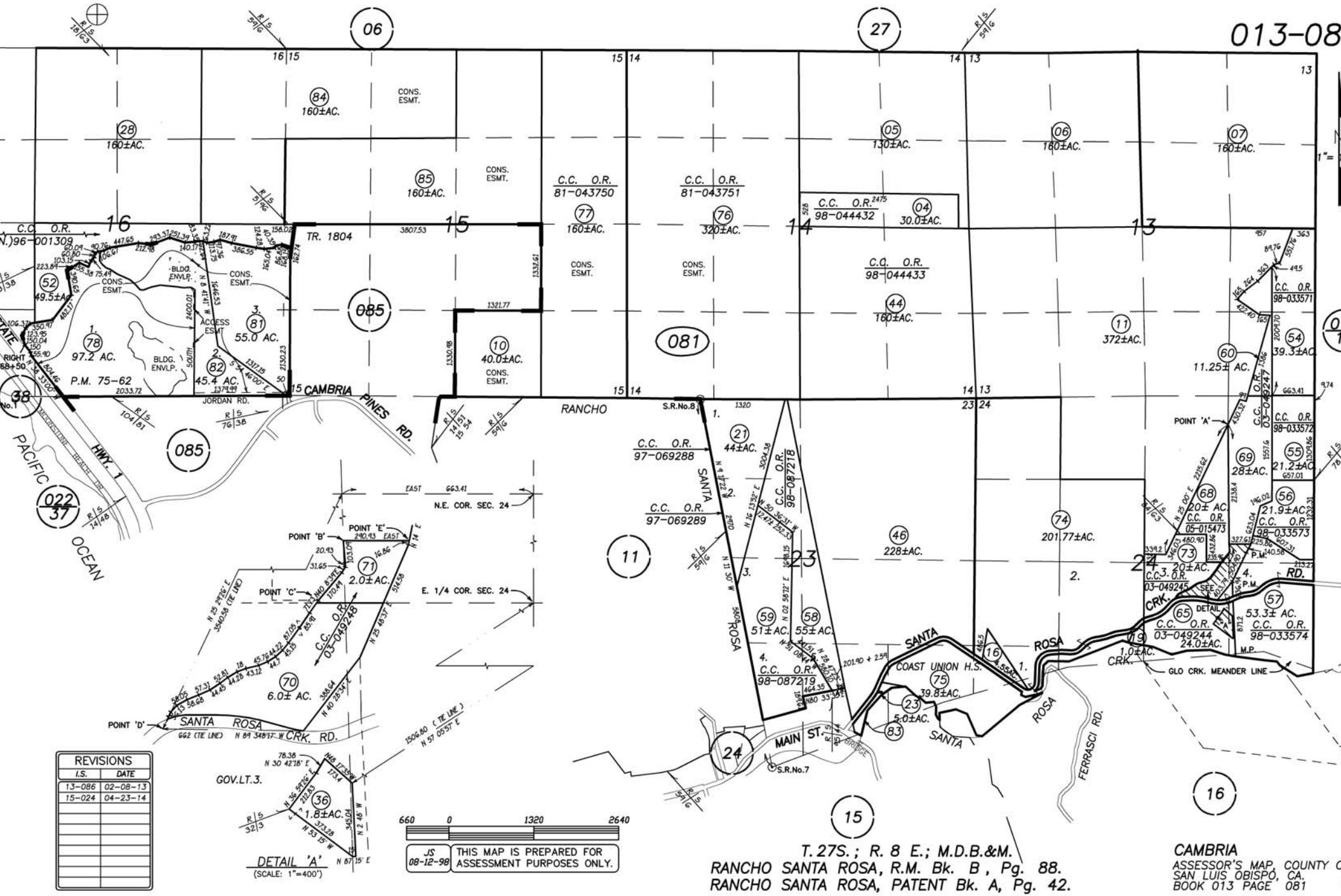
PARCEL A:

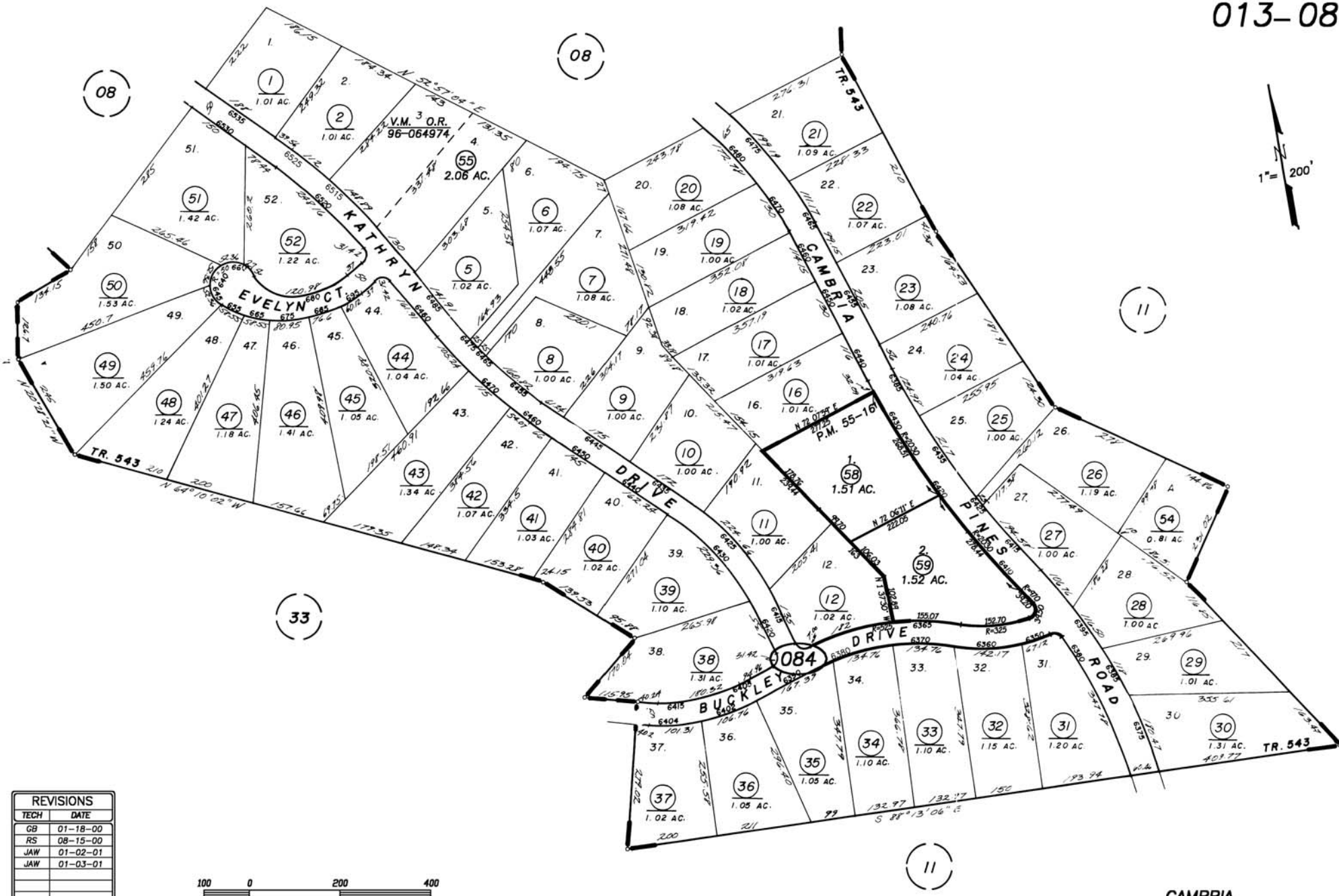
Lot 1 of Tract 1804, in the County of San Luis Obispo, State of California, according to the map thereof recorded June 23, 2000 in Book 19, Page 22 of Maps, in the office of the County Recorder of said County.

PARCEL B:

A non-exclusive easement for vehicular and pedestrian access and utilities over the Common Private Driveway, as described in Section 3.5 of the Declaration of Covenants, Conditions and Restrictions, recorded June 23, 2000 as Document No. 2000-034704 Official Records.

APN: 013-085-001


013-08
06
27
16 15
15 14
14 13
13
84
160±AC.
CONS. ESMT.
28
160±AC.
85
160±AC.
C.C. O.R.
81-043750
C.C. O.R.
81-043751
05
130±AC.
06
180±AC.
07
160±AC.
C.C. O.R.
98-044432
04
30.0±AC.
77
160±AC.
76
320±AC.
C.C. O.R.
98-044433
44
160±AC.
TR. 1804
3807.53
1332.61
1321.77
1330.98
52
49.5±AC.
78
97.2 AC.
P.M. 75-62
BLDG. ENVLP.
ACCESS ESMT.
81
55.0 AC.
82
45.4 AC.
JORDAN RD.
085
10
40.0±AC.
081
11
372±AC.
60
11.25± AC.
54
39.3±AC.
C.C. O.R.
98-033571
C.C. O.R.
98-033572
55
21.2±AC.
56
21.9±AC.
C.C. O.R.
98-033573
57
53.3± AC.
C.C. O.R.
98-033574
69
28±AC.
68
20± AC.
C.C. O.R.
05-015473
73
20±AC.
C.C. O.R.
03-049245
65
DETAIL
C.C. O.R.
03-049244
24.0±AC.
79
1.0±AC.
CAMBRIA PINES RD.
RANCHO
S.R.No.8
21
44±AC.
C.C. O.R.
97-069288
C.C. O.R.
97-069289
C.C. O.R.
98-087218
SANTA ROSA
46
228±AC.
74
201.77±AC.
59
51±AC.
58
55±AC.
C.C. O.R.
98-087219
75
39.8±AC.
23
5.0±AC.
83
16
4.55AC.
COAST UNION H.S.
SANTA ROSA CRK.
GLO CRK. MEANDER LINE
FERRASCI RD.
MAIN ST.
S.R.No.7
PACIFIC OCEAN
HWY. 1
022
37
38
No.1
RIGHT 68+50
EAST 663.41
N.E. COR. SEC. 24
E. 1/4 COR. SEC. 24
POINT 'A'
POINT 'B'
POINT 'C'
POINT 'D'
POINT 'E'
71
2.0±AC.
C.C. O.R.
03-049248
70
6.0± AC.
SANTA ROSA CRK. RD.
GOV.LT.3.
36
1.8±AC.
DETAIL 'A'
(SCALE: 1"=400')
660 0 1320 2640
JS 08-12-98
THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.
REVISIONS
I.S. DATE
13-086 02-08-13
15-024 04-23-14
T. 27S.; R. 8 E.; M.D.B.&M.
RANCHO SANTA ROSA, R.M. Bk. B, Pg. 88.
RANCHO SANTA ROSA, PATENT Bk. A, Pg. 42.
CAMBRIA
ASSESSOR'S MAP, COUNTY O
SAN LUIS OBISPO, CA.
BOOK 013 PAGE 081



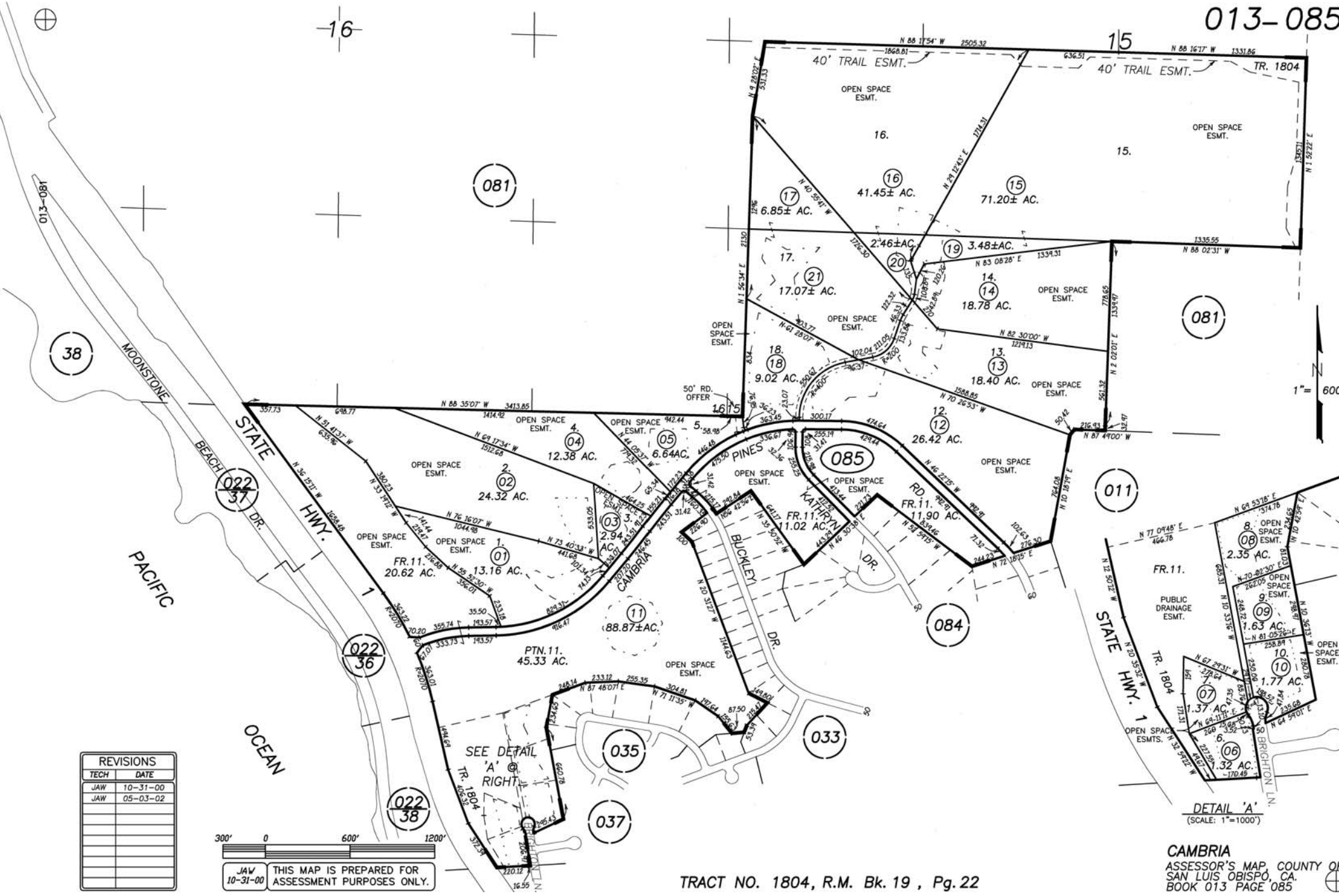
REVISIONS	
TECH	DATE
GB	01-18-00
RS	08-15-00
JAW	01-02-01
JAW	01-03-01

100 0 200 400

GB 01-18-00 THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.

TRACT 543 ; R.M. Bk. 12, Pg. 93.

CAMBRIA
ASSESSOR'S MAP, COUNTY
SAN LUIS OBISPO, CA.
BOOK 013 PAGE 084

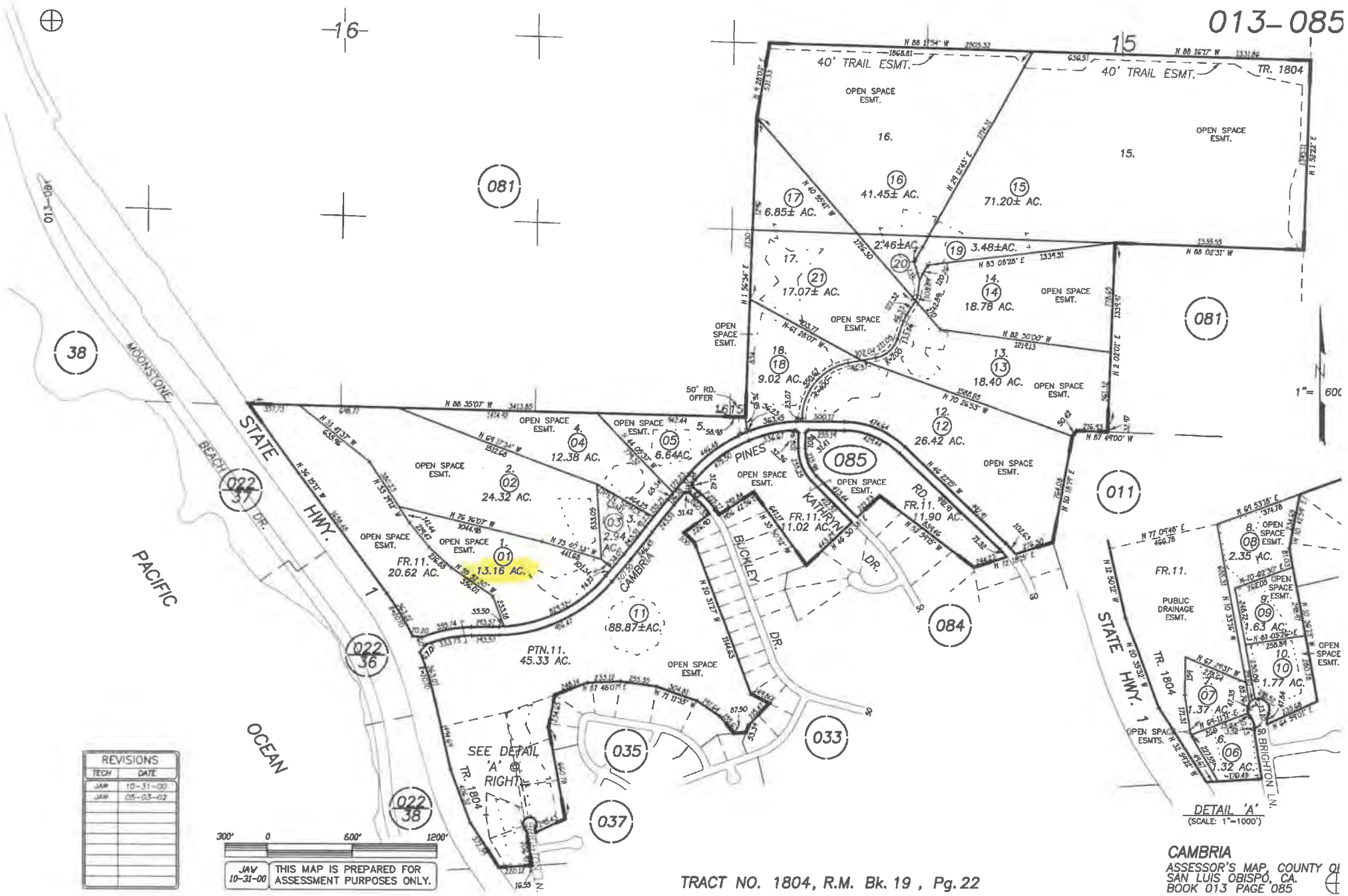


REVISIONS	
TECH	DATE
JAW	10-31-00
JAW	05-03-02

JAW 10-31-00 THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.

TRACT NO. 1804, R.M. Bk. 19 , Pg. 22

CAMBRIA
ASSESSOR'S MAP, COUNTY OF
SAN LUIS OBISPO, CA.
BOOK 013 PAGE 085


013-085
16
15
40' TRAIL ESMT.
TR. 1804
OPEN SPACE ESMT.
16.
15.
41.45± AC.
71.20± AC.
6.85± AC.
2.46±AC.
3.48±AC.
17.
17.07± AC.
14.
18.78 AC.
18.
9.02 AC.
13.
18.40 AC.
12.
26.42 AC.
50' RD. OFFER
4.
12.38 AC.
5.
6.64AC.
2.
24.32 AC.
3.
2.94 AC.
1.
13.16 AC.
FR.11.
20.62 AC.
FR.11.
1.02 AC.
FR.11.
11.90 AC.
11.
88.87±AC.
PTN.11.
45.33 AC.
8.
2.35 AC.
9.
.63 AC.
10.
1.77 AC.
7.
1.37 AC.
6.
1.32 AC.
FR.11.
PUBLIC DRAINAGE ESMT.
081
085
084
011
033
035
037
038
036
37
022
STATE HWY. 1
PACIFIC OCEAN
MOONSTONE BEACH DR.
CAMBRIA PINES RD.
KATHRYN DR.
BUCKLEY DR.
BRIGHTON LN.
SEE DETAIL 'A' RIGHT
DETAIL 'A'
(SCALE: 1"=1000')
1"= 600
REVISIONS
TECH DATE
JAW 10-31-00
JAW 05-03-02
300' 0 600' 1200'
JAW 10-31-00 THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.
TRACT NO. 1804, R.M. Bk. 19 , Pg. 22
CAMBRIA
ASSESSOR'S MAP, COUNTY OF SAN LUIS OBISPO, CA.
BOOK 013 PAGE 085

OWNER'S STATEMENT

WE THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE OWNERS OF, AND ALL RECORDHOLDERS OF SECURITY INTEREST IN, AND ALL PARTIES HAVING ANY RECORD TITLE IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT SHOWN ON THIS MAP, AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDATION OF THIS MAP. WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE BRIGHTON LANE, THE TRAIL EASEMENT OVER LOTS 15 AND 16, PUBLIC WATERLINE EASEMENT OVER LOT 8, THE 50 FOOT ROAD EASEMENT OVER LOT 5, AND PUBLIC DRAINAGE EASEMENTS OVER LOTS 7, 10, AND 11 AS SHOWN HEREON. WE ALSO DEDICATE TO THE PUBLIC THE USE AND BENEFIT OF THE SEVERAL EMERGENCY SERVICES WHICH ARE AUTHORIZED TO SERVE SAID SUBDIVISION, EASEMENTS DELINEATED ON SAID MAP AS "EMERGENCY ACCESS EASEMENT" OVER LOTS 8 AND 11. WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS FOR THE USE AND BENEFIT OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, EASEMENTS FOR PUBLIC UTILITY PURPOSES, DELINEATED ON SAID MAP AS "PUBLIC UTILITY EASEMENT" OR "P.U.E.". WE ALSO RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS CERTAIN SANITARY SEWER, WATERLINE AND DRAINAGE EASEMENTS FOR THE USE AND BENEFIT OF THE PRESENT OR FUTURE OWNERS OF THE LOTS AFFECTED BY SUCH EASEMENTS AS DELINEATED ON SAID MAP AND THOSE CERTAIN PRIVATE ACCESS AND SEWER EASEMENTS AS SHOWN HEREON.

WALTER H. LEIMERT CO., A CALIFORNIA CORPORATION

BY: Walter H. Leimert III
SIGNATURE
PRINT NAME & TITLE: WALTER H. LEIMERT JR PRESIDENT

BY: Walter H. Leimert III
SIGNATURE
PRINT NAME & TITLE: WALTER H. LEIMERT III VICE PRESIDENT

CAMBRIA WEST, A JOINT VENTURE OF CAMBRIA PROPERTIES LIMITED, A LIMITED PARTNERSHIP & WALTER H. LEIMERT COMPANY, A CALIFORNIA CORPORATION

BY: J. West ALSO KNOWN AS J. MICHAEL WEST
SIGNATURE
PRINT NAME & TITLE: J. Michael West Partner

BY: _____
SIGNATURE
PRINT NAME & TITLE: _____

NOTARY STATEMENT

STATE OF CALIFORNIA } ss
COUNTY OF Los Angeles } ss

ON 14 March 2000, BEFORE ME, THE UNDERESIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED walter h. leimert jr. & j. michael west 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.

Kenneth M. Levtow
SIGNATURE OF NOTARY PUBLIC

Kenneth M. Levtow
PRINT NAME

COUNTY OF Los Angeles
MY COMMISSION No. 1179889
MY COMMISSION EXPIRES 13 MAY 2002

NOTARY STATEMENT

STATE OF CALIFORNIA } ss
COUNTY OF Los Angeles } ss

ON 14 March 2000, BEFORE ME, THE UNDERESIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WALTER H. LEIMERT JR.
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.

Kenneth M. Levtow
SIGNATURE OF NOTARY PUBLIC

Kenneth M. Levtow
PRINT NAME

COUNTY OF Los Angeles
MY COMMISSION No. 1179889
MY COMMISSION EXPIRES 13 MAY 2002

R R M DESIGN GROUP
Architecture • Planning • Engineering • Surveying • Interiors • Landscape Architecture
3701 South Higuera Street, San Luis Obispo, California 93401 805/543-1794
1012 – 11th Street, Modesto, California 95354 209/544-1794

NOTARY STATEMENT

STATE OF CALIFORNIA } ss
COUNTY OF _____ } ss

ON _____, BEFORE ME, THE UNDERESIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____
PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT NAME

COUNTY OF _____
MY COMMISSION No. _____
MY COMMISSION EXPIRES _____

SURVEYOR'S STATEMENT

I, GERALD L. MICHAEL, HEREBY STATE THAT I AM A LICENSED SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF 9 SHEETS IS A TRUE AND COMPLETE REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECTION IN AUGUST OF 1998, AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN SUCH POSITION WITHIN ONE (1) YEAR OF THE APPROVAL OF THIS MAP AND ARE/OR SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Gerald L. Michael — 5/18/00
GERALD L. MICHAEL, L.S. 6276 (EXP. 9-30-02) — DATED

REGISTERED PROFESSIONAL ENGINEER — No. 36898 — Exp. 6-30-00 — CIVIL ENGINEER — STATE OF CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE SAN LUIS OBISPO COUNTY CODE HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Timothy P. Hanson — 6/14/00
TIMOTHY P. HANSON, RCE 26598, (EXP. 3-31-2004) — DATED
COUNTY SURVEYOR

BOARD OF SUPERVISORS STATEMENT

I DO HEREBY STATE THAT THE BOARD OF SUPERVISORS OF COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, DID ON 6-20-00, 2000, APPROVE THIS MAP OF TRACT No. 1804, IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, AND REJECTED WITHOUT PREJUDICE THE OFFERS OF DEDICATION SHOWN HEREON FOR BRIGHTON LANE, AND TRAIL, WATERLINE, THE 50 FOOT ROAD OVER LOT 5, EMERGENCY ACCESS, AND DRAINAGE EASEMENTS.

DATED: 6-22-00

Julie L. Rodewald
CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA
BY: Cleni Angwin Deputy Clerk

RECORDER'S STATEMENT

FILED THIS 23rd DAY OF June, 2000, AT 8:00 A.M. IN BOOK 19 OF MAPS AT PAGE 22, AT THE REQUEST OF GERALD L. MICHAEL

DOCUMENT NO.: 2000-034702 FEE: $24.00

Julie L. Rodewald
COUNTY RECORDER

BY: Sandy McCurry
DEPUTY

NOTE: THE FOLLOWING DOCUMENTS AFFECTING THE PROPERTY DENOTED HEREON ARE BEING RECORDED CONCURRENTLY HEREWITH;

OPEN SPACE EASEMENT AS RECORDED IN DOCUMENT No. 2000-034703

CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT No. 2000-034704

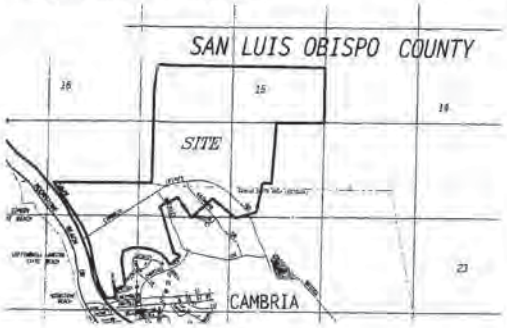
RECORDERS DISCLAIMER: THE TABULATION, LISTING, AND NUMBERING OF ANY SEPARATE DOCUMENTS AUTHORIZED TO BE RECORDED CONCURRENTLY WITH THIS MAP HAVE BEEN PROVIDED BY THE SUBDIVIDER OR LOCAL AGENCY APPROVING THE MAP. THE COUNTY RECORDER MAKES NO REPRESENTATIONS REGARDING THE ACCURACY OF THE TABULATION, LISTING, AND NUMBERING OF ANY SEPARATE DOCUMENTS REFERRED TO ON THIS MAP.

SIGNATURE OMISSIONS

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT:

1. THE SIGNATURE OF JOSHUA BROWN AND CATHIE BROWN, ROADWAY AND UTILITY EASEMENT HOLDERS RECORDED SEPTEMBER 12, 1997 IN INST. # 1997-049718 OF OFFICIAL RECORDS.

2. THE PUBLIC FOR THE EASEMENTS FOR DRAINAGE AND INCIDENTAL PURPOSES IN AN IRREVOCABLE AND PERPETUAL OFFER TO DEDICATE RECORDED JANUARY 23, 1998 IN INST. # 1998-003627 OF OFFICIAL RECORDS.

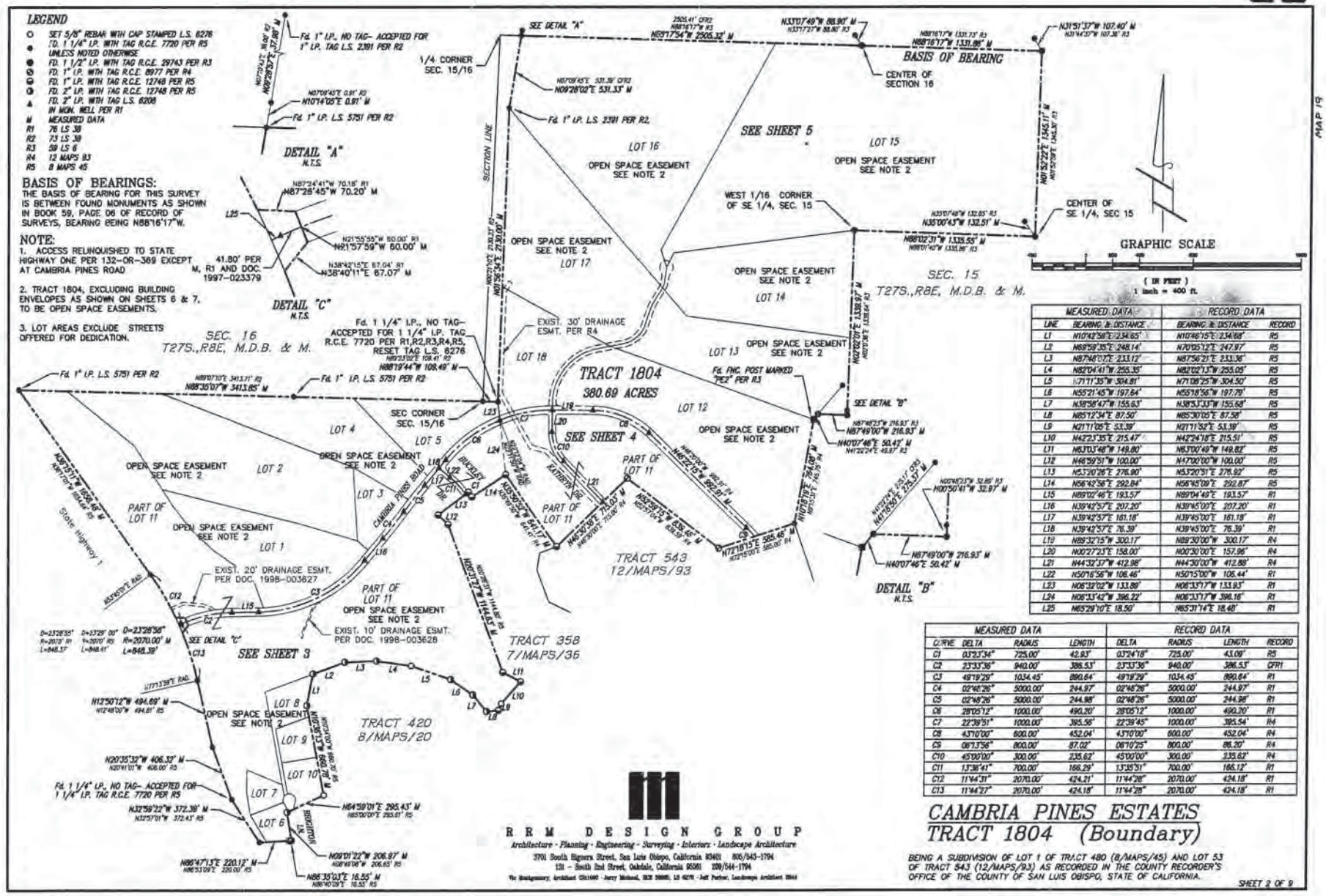


CAMBRIA PINES ESTATES
TRACT 1804

BEING A SUBDIVISION OF LOT 1 OF TRACT 480 (8/MAPS/45) AND LOT 53 OF TRACT 543 (12/MAPS/93) AS RECORDED IN THE COUNTY RECORDER'S OFFICE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

CHICAGO TITLE COMPANY #206288-WRB

MAP 19



MEASURED DATA		RECORD DATA	
LINE	BEARING & DISTANCE	BEARING & DISTANCE	RECORD
L1	N10°42'58"E 234.65'	N10°46'15"E 234.68'	R5
L2	N68°59'35"E 248.14'	N70°05'12"E 247.97'	R5
L3	N87°48'07"E 233.12'	N87°56'21"E 233.36'	R5
L4	N82°04'41"W 255.35'	N82°02'13"W 255.05'	R5
L5	N71°11'35"W 304.81'	N71°08'25"W 304.50'	R5
L6	N55°21'45"W 197.84'	N55°18'56"W 197.79'	R5
L7	N38°58'47"W 155.63'	N38°53'33"W 155.68'	R5
L8	N85°12'34"E 87.50'	N85°30'05"E 87.58'	R5
L9	N21°11'05"E 53.39'	N21°11'52"E 53.39'	R5
L10	N42°23'35"E 215.47'	N42°24'18"E 215.51'	R5
L11	N63°03'48"W 149.80'	N63°00'49"W 149.82'	R5
L12	N46°59'51"W 100.00'	N47°00'00"W 100.00'	R5
L13	N53°20'26"E 276.90'	N53°20'51"E 276.92'	R5
L14	N56°42'56"E 292.84'	N56°45'09"E 292.87'	R5
L15	N89°02'46"E 193.57'	N89°04'49"E 193.57'	R1
L16	N39°42'57"E 207.20'	N39°45'00"E 207.20'	R1
L17	N39°42'57"E 161.18'	N39°45'00"E 161.19'	R1
L18	N39°42'57"E 76.39'	N39°45'00"E 76.39'	R1
L19	N89°32'15"W 300.17'	N89°30'00"W 300.17'	R4
L20	N00°27'23"E 158.00'	N00°30'00"E 157.96'	R4
L21	N44°32'37"W 412.98'	N44°30'00"W 412.88'	R4
L22	N50°16'56"W 106.46'	N50°15'00"W 106.44'	R1
L23	N06°32'02"W 133.80'	N06°33'17"W 133.93'	R1
L24	N06°33'42"W 396.22'	N06°33'17"W 396.16'	R1
L25	N65°29'10"E 18.50'	N65°31'14"E 18.48'	R1

MEASURED DATA				RECORD DATA			
CURVE	DELTA	RADIUS	LENGTH	DELTA	RADIUS	LENGTH	RECORD
C1	03°23'34"	725.00'	42.93'	03°24'18"	725.00'	43.09'	R5
C2	23°33'36"	940.00'	386.53'	23°33'36"	940.00'	386.53'	CFR1
C3	49°19'29"	1034.45'	890.64'	49°19'29"	1034.45'	890.64'	R1
C4	02°48'26"	5000.00'	244.97'	02°48'26"	5000.00'	244.97'	R1
C5	02°48'26"	5000.00'	244.98'	02°48'26"	5000.00'	244.98'	R1
C6	28°05'12"	1000.00'	490.20'	28°05'12"	1000.00'	490.20'	R1
C7	22°39'51"	1000.00'	395.56'	22°39'45"	1000.00'	395.54'	R4
C8	43°10'00"	600.00'	452.04'	43°10'00"	600.00'	452.04'	R4
C9	08°13'56"	800.00'	87.02'	08°10'25"	800.00'	86.20'	R4
C10	45°00'00"	300.00'	235.62'	45°00'00"	300.00'	235.62'	R4
C11	13°38'41"	700.00'	166.29'	13°35'51"	700.00'	166.12'	R1
C12	11°44'31"	2070.00'	424.21'	11°44'28"	2070.00'	424.18'	R1
C13	11°44'27"	2070.00'	424.18'	11°44'28"	2070.00'	424.18'	R1

RRM DESIGN GROUP

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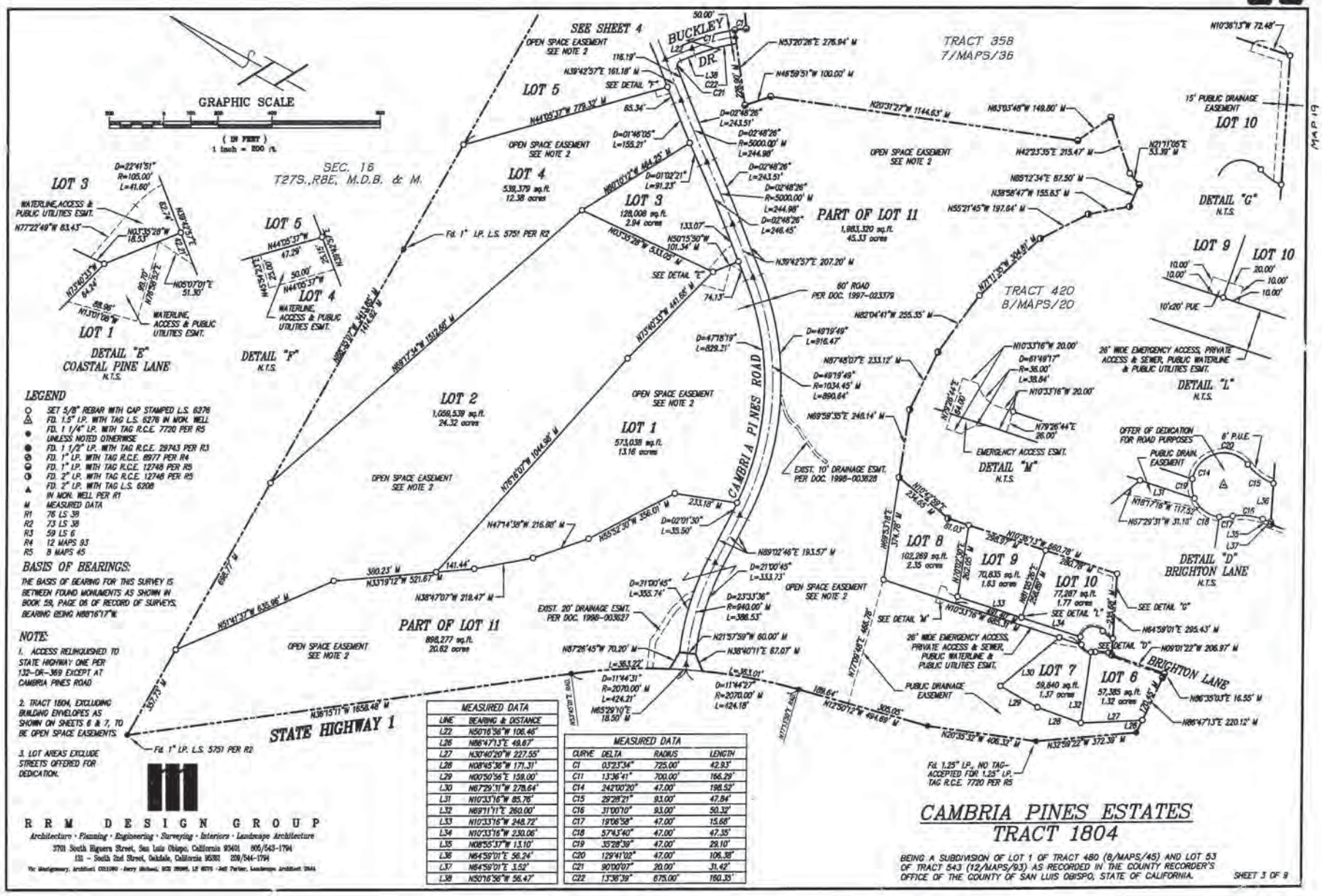
131 - South 2nd Street, Oakdale, California 95361 209/544-1794

CAMBRIA PINES ESTATES
TRACT 1804 (Boundary)

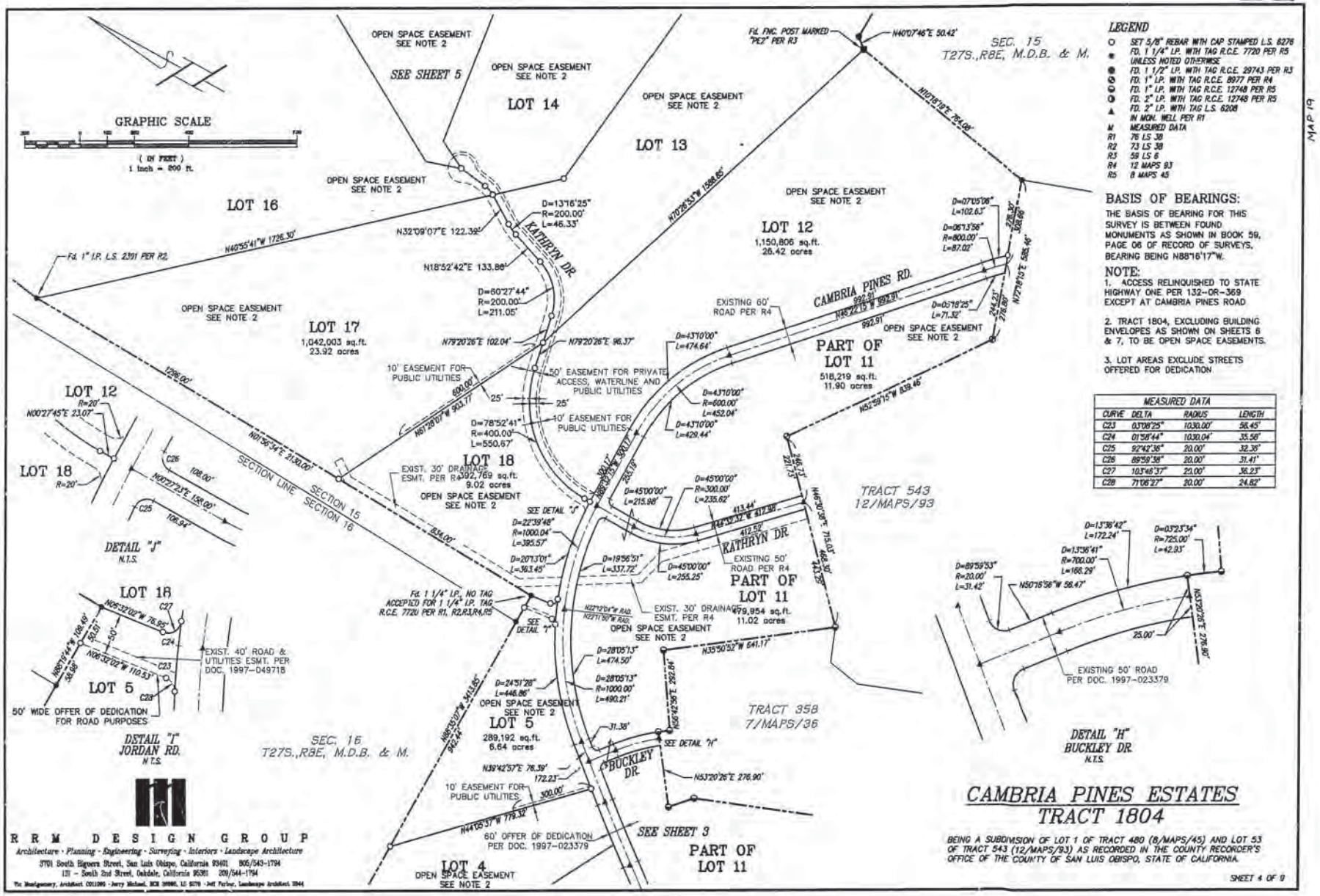
BEING A SUBDIVISION OF LOT 1 OF TRACT 480 (8/MAPS/45) AND LOT 53 OF TRACT 543 (12/MAPS/93) AS RECORDED IN THE COUNTY RECORDER'S OFFICE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

SHEET 2 OF 9



MEASURED DATA		
LINE	BEARING & DISTANCE	
L22	N50°16'56"W 106.46'	
L26	N86°47'13"E 49.67'	
L27	N30°40'20"W 227.55'	
L28	N08°45'36"W 171.31'	
L29	N00°50'56"E 159.00'	
L30	N87°29'31"W 278.64'	
L31	N10°33'16"W 85.76'	
L32	N89°11'11"E 260.00'	
L33	N10°33'16"W 248.72'	
L34	N10°33'16"W 230.06'	
L35	N08°55'37"W 13.10'	
L36	N64°59'01"E 56.24'	
L37	N64°59'01"E 3.52'	
L38	N50°16'56"W 56.47'	

MEASURED DATA			
CURVE	DELTA	RADIUS	LENGTH
C1	03°23'34"	725.00'	42.93'
C11	13°36'41"	700.00'	166.29'
C14	242°00'20"	47.00'	198.52'
C15	29°28'21"	93.00'	47.84'
C16	31°00'10"	93.00'	50.32'
C17	19°06'58"	47.00'	15.68'
C18	57°43'40"	47.00'	47.35'
C19	35°28'39"	47.00'	29.10'
C20	129°41'02"	47.00'	106.38'
C21	90°00'07"	20.00'	31.42'
C22	13°36'39"	675.00'	160.35'



LEGEND

- ○ SET 5/8" REBAR WITH CAP STAMPED L.S. 8276
- ✱ FD. 1 1/4" I.P. WITH TAG R.C.E. 7720 PER R5 UNLESS NOTED OTHERWISE
- ● FD. 1 1/2" I.P. WITH TAG R.C.E. 29743 PER R3
- FD. 1" I.P. WITH TAG R.C.E. 8977 PER R4
- FD. 1" I.P. WITH TAG R.C.E. 12748 PER R5
- FD. 2" I.P. WITH TAG R.C.E. 12748 PER R5
- ▲ FD. 2" I.P. WITH TAG L.S. 6208 IN MON. WELL PER R1
- M MEASURED DATA
- R1 76 LS 38
- R2 73 LS 38
- R3 59 LS 6
- R4 12 MAPS 93
- R5 8 MAPS 45

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS AS SHOWN IN BOOK 59, PAGE 06 OF RECORD OF SURVEYS, BEARING BEING N88°16'17"W.

NOTE:

1. ACCESS RELINQUISHED TO STATE HIGHWAY ONE PER 132-OR-369 EXCEPT AT CAMBRIA PINES ROAD
2. TRACT 1804, EXCLUDING BUILDING ENVELOPES AS SHOWN ON SHEETS 6 & 7, TO BE OPEN SPACE EASEMENTS.
3. LOT AREAS EXCLUDE STREETS OFFERED FOR DEDICATION

MEASURED DATA

CURVE	DELTA	RADIUS	LENGTH
C23	03°08'25"	1030.00'	56.45'
C24	01°58'44"	1030.04'	35.58'
C25	92°42'36"	20.00'	32.36'
C26	89°59'38"	20.00'	31.41'
C27	103°46'37"	20.00'	36.23'
C28	71°06'27"	20.00'	24.82'

MAP 19

CAMBRIA PINES ESTATES
TRACT 1804

BEING A SUBDIVISION OF LOT 1 OF TRACT 480 (8/MAPS/45) AND LOT 53 OF TRACT 543 (12/MAPS/93) AS RECORDED IN THE COUNTY RECORDER'S OFFICE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

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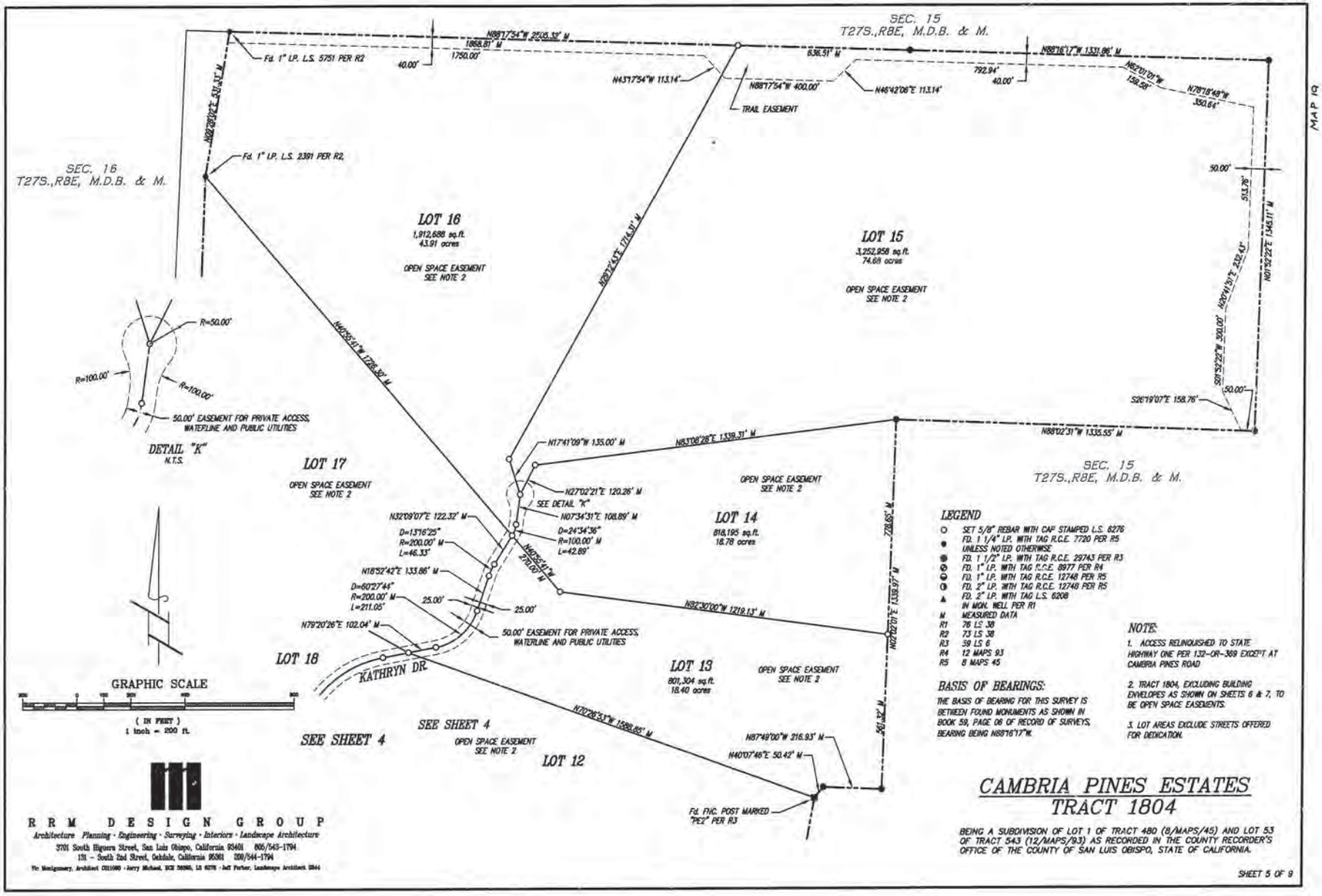
121 - South 2nd Street, Oakdale, California 95361 209/544-1794



LEGEND

- ○ SET 5/8" REBAR WITH CAP STAMPED L.S. 6276
- ● FD. 1 1/4" I.P. WITH TAG R.C.E. 7720 PER R5 UNLESS NOTED OTHERWISE
- ● FD. 1 1/2" I.P. WITH TAG R.C.E. 29743 PER R3
- ⊗ FD. 1" I.P. WITH TAG R.C.E. 8977 PER R4
- ◒ FD. 1" I.P. WITH TAG R.C.E. 12748 PER R5
- ◑ FD. 2" I.P. WITH TAG R.C.E. 12748 PER R5
- ▲ FD. 2" I.P. WITH TAG L.S. 6208 IN MON. WELL PER R1
- M MEASURED DATA
- R1 76 LS 38
- R2 73 LS 38
- R3 39 LS 6
- R4 12 MAPS 93
- R5 8 MAPS 45

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS AS SHOWN IN BOOK 59, PAGE 06 OF RECORD OF SURVEYS, BEARING BEING N88°16'17"W.

NOTE:

1. ACCESS RELINQUISHED TO STATE HIGHWAY ONE PER 132-OR-369 EXCEPT AT CAMBRIA PINES ROAD
2. TRACT 1804, EXCLUDING BUILDING ENVELOPES AS SHOWN ON SHEETS 6 & 7, TO BE OPEN SPACE EASEMENTS.
3. LOT AREAS EXCLUDE STREETS OFFERED FOR DEDICATION.

CAMBRIA PINES ESTATES
TRACT 1804

BEING A SUBDIVISION OF LOT 1 OF TRACT 480 (8/MAPS/45) AND LOT 53 OF TRACT 543 (12/MAPS/93) AS RECORDED IN THE COUNTY RECORDER'S OFFICE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

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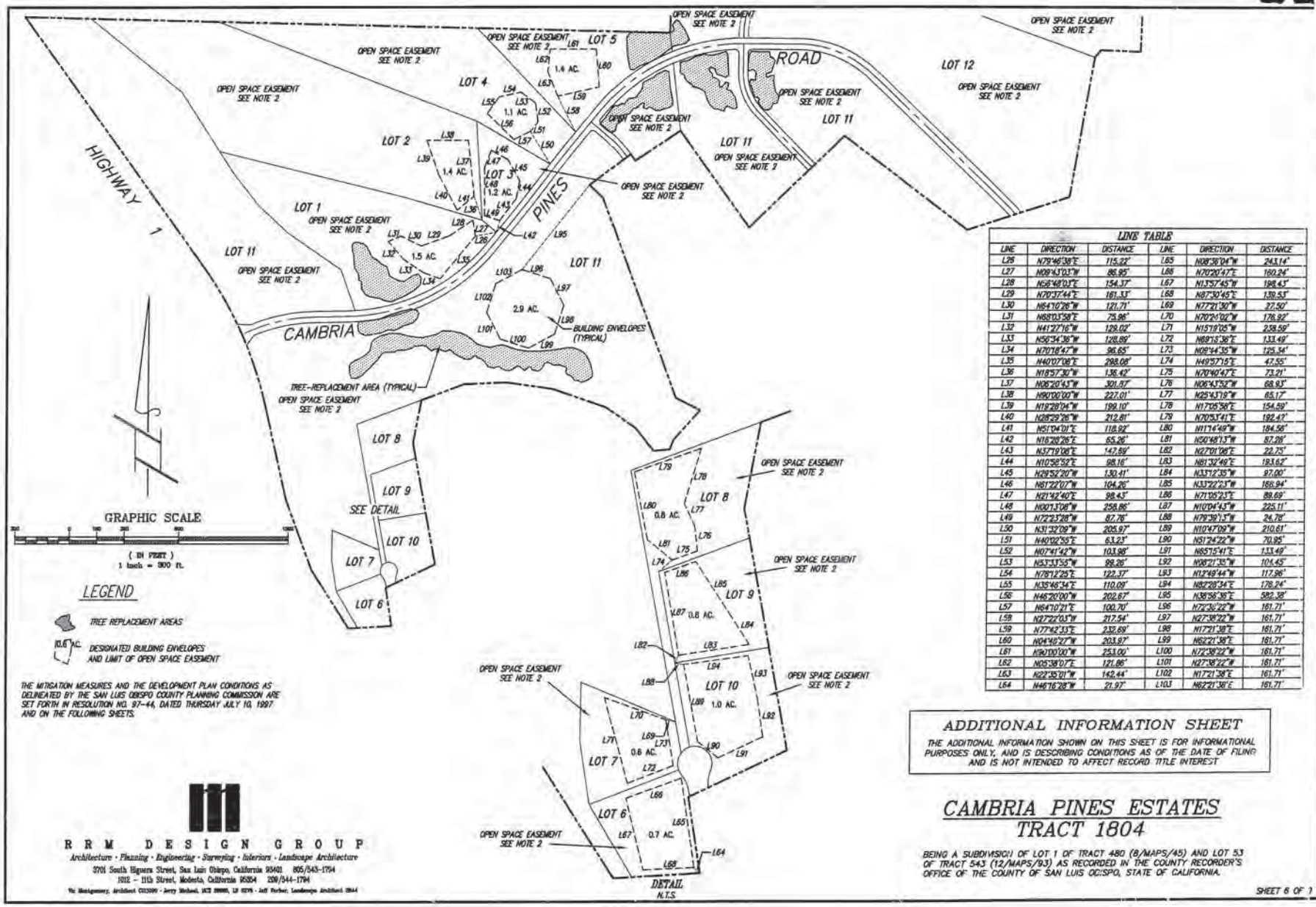
Vic Montgomery, Architect C021000 · Jerry Michael, RCE 26980, LS 6276 · Jeff Parker, Landscape Architect 2844



THE MITIGATION MEASURES AND THE DEVELOPMENT PLAN CONDITIONS AS DELINEATED BY THE SAN LUIS OBISPO COUNTY PLANNING COMMISSION ARE SET FORTH IN RESOLUTION NO. 97-44, DATED THURSDAY JULY 10, 1997 AND ON THE FOLLOWING SHEETS.

LINE TABLE

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L26	N79°46'38"E	115.22'	L65	N08°38'04"W	243.14'
L27	N09°43'03"W	86.95'	L66	N70°20'47"E	160.24'
L28	N56°48'03"E	154.37'	L67	N13°57'45"W	198.43'
L29	N70°37'44"E	161.33'	L68	N87°30'45"E	139.53'
L30	N64°10'26"W	121.71'	L69	N77°21'30"W	27.50'
L31	N88°03'58"E	75.96'	L70	N70°40'02"W	176.92'
L32	N41°27'16"W	129.02'	L71	N15°19'05"W	258.59'
L33	N56°34'36"W	128.89'	L72	N89°15'36"E	133.49'
L34	N70°18'47"W	96.65'	L73	N08°44'35"W	125.34'
L35	N40°07'08"E	298.08'	L74	N49°57'15"E	47.55'
L36	N16°57'30"W	138.42'	L75	N70°40'47"E	73.21'
L37	N06°20'43"W	301.57'	L76	N06°43'52"W	68.93'
L38	N90°00'00"W	227.01'	L77	N25°43'19"W	65.17'
L39	N19°28'04"W	199.10'	L78	N17°05'58"E	154.59'
L40	N28°29'26"W	212.81'	L79	N70°53'41"E	192.47'
L41	N51°04'01"E	118.92'	L80	N11°14'49"W	184.56'
L42	N16°28'26"E	65.26'	L81	N50°48'13"W	87.28'
L43	N37°19'08"E	147.69'	L82	N27°01'08"E	22.75'
L44	N10°58'52"E	98.16'	L83	N81°32'49"E	193.62'
L45	N29°52'20"W	130.41'	L84	N33°12'35"W	97.00'
L46	N61°22'07"W	104.26'	L85	N33°22'23"W	168.94'
L47	N21°42'40"E	98.43'	L86	N71°05'23"E	89.69'
L48	N00°13'08"W	258.86'	L87	N10°04'43"W	225.11'
L49	N72°23'28"W	87.76'	L88	N79°39'13"W	24.78'
L50	N31°32'09"W	205.97'	L89	N10°47'09"W	210.61'
L51	N40°02'35"E	63.23'	L90	N51°24'22"W	70.95'
L52	N07°41'42"W	103.98'	L91	N65°15'41"E	133.49'
L53	N53°33'55"W	99.26'	L92	N08°21'35"W	104.45'
L54	N78°12'25"E	122.37'	L93	N12°49'44"W	117.96'
L55	N35°46'34"E	110.09'	L94	N82°28'34"E	176.24'
L56	N46°20'00"W	202.67'	L95	N38°56'36"E	582.38'
L57	N64°10'21"E	100.70'	L96	N72°36'22"W	161.71'
L58	N27°22'03"W	217.54'	L97	N27°38'22"W	161.71'
L59	N77°42'33"E	232.69'	L98	N17°21'38"E	161.71'
L60	N04°40'27"W	203.97'	L99	N62°21'38"E	161.71'
L61	N90°00'00"W	253.00'	L100	N72°38'22"W	161.71'
L62	N05°38'07"E	121.86'	L101	N27°38'22"W	161.71'
L63	N22°35'01"W	142.44'	L102	N17°21'38"E	161.71'
L64	N46°16'28"W	21.97'	L103	N62°21'38"E	161.71'

ADDITIONAL INFORMATION SHEET

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES ONLY, AND IS DESCRIBING CONDITIONS AS OF THE DATE OF FILING AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST

CAMBRIA PINES ESTATES
TRACT 1804

BEING A SUBDIVISION OF LOT 1 OF TRACT 480 (8/MAPS/45) AND LOT 53 OF TRACT 543 (12/MAPS/93) AS RECORDED IN THE COUNTY RECORDER'S OFFICE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

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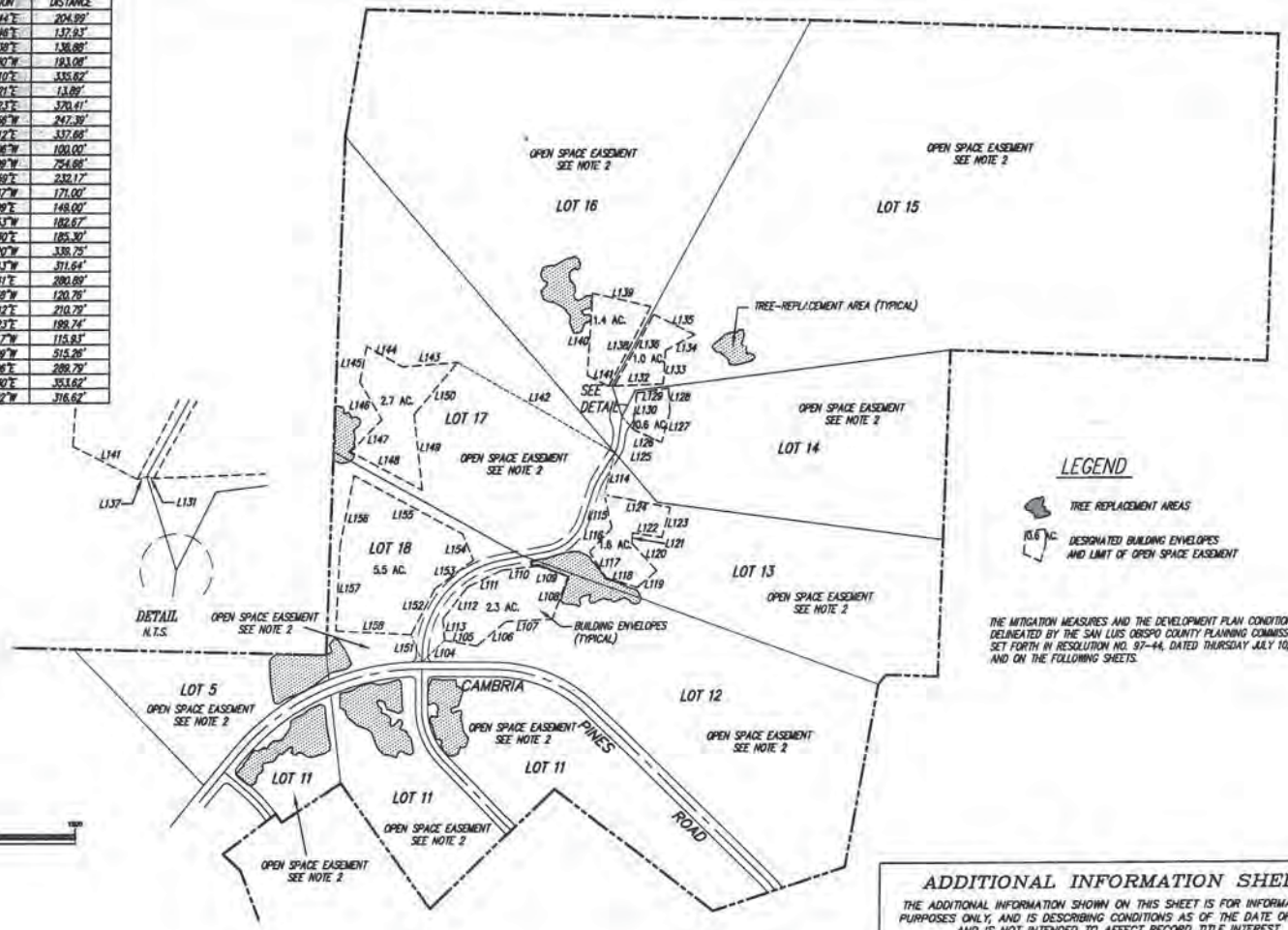
1012 - 11th Street, Modesto, California 95354 209/544-1794
Vic Montgomery, Architect C12300 · Jerry Michael, RCE 39995, LS 5276 · Jeff Parker, Landscape Architect 2844

MAP 19

LINE TABLE					
LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L104	N47°12'45"E	129.29'	L132	N87°58'44"E	204.99'
L105	N80°10'28"W	136.56'	L133	N03°55'46"E	137.93'
L106	N51°12'41"E	158.82'	L134	N62°20'38"E	138.88'
L107	N87°18'33"E	188.60'	L135	N64°15'30"W	193.06'
L108	N20°38'10"E	185.81'	L136	N28°08'10"E	335.62'
L109	N70°43'34"W	133.21'	L137	N73°06'21"E	13.89'
L110	N83°38'19"E	146.07'	L138	N28°02'23"E	370.41'
L111	N64°53'08"E	160.50'	L139	N77°02'58"W	247.39'
L112	N30°13'33"E	167.34'	L140	N03°45'12"E	337.68'
L113	N04°43'07"W	87.24'	L141	N52°58'06"W	100.00'
L114	N13°38'07"E	178.68'	L142	N60°19'09"W	754.66'
L115	N12°32'19"W	140.49'	L143	N85°44'59"E	232.17'
L116	N43°07'24"E	133.88'	L144	N80°14'37"W	171.00'
L117	N33°06'51"W	126.32'	L145	N11°25'09"E	149.00'
L118	N72°48'09"W	134.17'	L146	N30°52'53"W	182.67'
L119	N50°46'27"E	106.67'	L147	N45°26'30"E	185.30'
L120	N42°58'57"W	154.99'	L148	N62°09'20"W	339.75'
L121	N03°28'31"E	42.35'	L149	N06°20'43"W	311.64'
L122	N81°32'37"W	126.00'	L150	N40°19'41"E	280.89'
L123	N16°24'08"E	127.07'	L151	N22°01'38"W	120.76'
L124	N78°59'07"W	281.48'	L152	N27°49'42"E	210.79'
L125	N41°52'10"W	72.56'	L153	N53°55'23"E	198.74'
L126	N66°12'13"W	128.70'	L154	N23°21'47"W	115.93'
L127	N16°08'17"E	126.00'	L155	N61°59'09"W	515.26'
L128	N02°58'05"W	101.55'	L156	N11°35'08"E	289.79'
L129	N62°04'33"E	137.42'	L157	N02°45'30"E	353.62'
L130	N04°39'43"E	151.87'	L158	N87°13'02"W	316.62'
L131	N75°48'58"W	10.24'			



LEGEND

TREE REPLACEMENT AREAS

(0.6 AC.) DESIGNATED BUILDING ENVELOPES AND LIMIT OF OPEN SPACE EASEMENT

THE MITIGATION MEASURES AND THE DEVELOPMENT PLAN CONDITIONS AS DELINEATED BY THE SAN LUIS OBISPO COUNTY PLANNING COMMISSION ARE SET FORTH IN RESOLUTION NO. 97-44, DATED THURSDAY JULY 10, 1997 AND ON THE FOLLOWING SHEETS.

GRAPHIC SCALE

(IN FEET)
1 inch = 300 ft.

ADDITIONAL INFORMATION SHEET

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CAMBRIA PINES ESTATES
TRACT 1304

BEING A SUBDIVISION OF LOT 1 OF TRACT 480 (8/MAPS/45) AND LOT 53 OF TRACT 543 (12/MAPS/93) AS RECORDED IN THE COUNTY RECORDER'S OFFICE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

MITIGATION MEASURES

MITIGATION MONITORING PROGRAM

I. INTRODUCTION

The applicant, Cambria West/Leimert, will be primarily responsible for ensuring that all project mitigation measures are complied with. Compliance with the mitigation measures and conditions of approval will be assured by the Department of Planning and Building's Planing Division and Environmental Division. Mitigation measures are programmed to occur at, and prior to, the following milestones:

Prior to Commencement of Construction
During Project Construction
Prior to Completion of Construction
During Project Operation
Prior to Recordation of the Final Map
Prior to Approval of Construction/Grading Permits
Prior to Approval of Drainage Plan
Prior to Approval of Landscaping Plan
Prior to Approval of Building Permits
Prior to Issuance of Occupancy Permits

Connecting each of the mitigation measures to these milestones will integrate mitigation monitoring into existing County processes, as encouraged by CEQA. In each instance, implementation of the mitigation measure will be accomplished in parallel with another activity associated with the project.

II. MITIGATION MEASURES

The following legend applies to the capitalized letters in brackets at the beginning of each measure and issue areas these letters represent:

BIO – Biological Resources
CR – Archaeological Resources
AES – Visual Resources
G – Grading and Drainage
N – Noise
PS – Public Services
AQ – Air Quality

The timing of implementation for each mitigation measure is shown in bold within the discussion for the measure. Note that certain mitigation measures are implemented at different times during the planning process.

The mitigation measures and timing for their implementation are listed below by EIR reference numbers:

[BIO-1(a)] Prior to commencement of construction, the perimeter of building envelopes must be clearly marked, with highly visible flagging placed on stakes. These stakes must remain in place during construction. The use of construction equipment and vehicles shall be restricted to areas located inside of each building envelope. Restricting the use of heavy equipment and vehicles to areas located inside of the building envelope throughout the duration of construction will minimize disturbance of Monterey pine forest and coast live oak woodland habitat located along the fringes of the building envelope.

[BIO-1(b)] Prior to commencement of construction of Lots 2 through 5, proposed access routes to each building site on these lots must be clearly marked with highly visible flagging placed on stakes. All construction traffic must be confined to the identified access route. Limiting use of heavy equipment and vehicles to within the pre-selected access route(s) will minimize disturbance of Monterey pine forest and coast live oak woodland habitats located in the vicinity of each proposed development site.

[BIO-1(c)] Prior to recordation of the final map, a Monterey Pine Forest Mitigation Program for the project site must be established, to minimize the loss of Monterey pines that could potentially occur on Lots 1, 2, 3, 4, 5, 9 and 10. This plan will primarily follow guidelines suggested by the Mitigation Bank for Monterey Pine Removal identified by RRM Design Group in a June 4, 1996 memorandum to the County, and contained in Appendix 6.1 of the EIR. Additional specific guidelines for replacing individual trees have been identified in the County's Guidelines for Monterey Pine Forest Protection (Guidelines), a copy of which is located in Appendix 6.1. Proposed by the Environmental Division of the Department of Planning and Building for the protection of Monterey pine forest that is designated as SRA, the Guidelines contain specifications on development siting, site disturbance, removal of native vegetation, and replacement of vegetation. In addition, thresholds for tree replacement are identified within the Guidelines. Measures recommended as part of the proposed Mitigation Bank for Monterey Pine Removal should be supplemented with specific techniques identified in the County" Guidelines for removing and replacing individual trees, as appropriate. Specific components of the proposed Monterey Pine Forest Mitigation Program are described below:

As part of the Monterey Pine Forest Mitigation Program, appropriate measures must be implemented, as identified in the County's Guidelines for transplanting and replacing individual trees prior to and during construction of residences within Lots 1 through 5 and guidelines established as part of Mitigation Banking for Monterey Pine Removal. Measures recommended as part of the Monterey Pine Forest Mitigation Program as identified below.

Prior to commencement of construction, identify all Monterey pine and coast live oak seedlings and saplings with diameters of 2 inches or smaller located within each building envelope, and determine which of the identified trees will be relocated outside of the project limits (per Guidelines C-8).

Prior to commencement of construction, relocate through transplanting all identified Monterey pine saplings and coast live oak seedlings to appropriate areas located outside of each building envelope. Trees should be relocated to adjacent appropriate areas located along the margins of existing Monterey pine forest. These areas were previously identified by Malcolm McLeod. Coast live oak seedlings should be protected with appropriating caging.

Prior to commencement of construction at each site, identify all Monterey pine and coast live oak trees with diameters at breast height (dbh) of 6 inches or greater within each associated building envelope, and clearly identify with visible flagging, and map all trees that are proposed for removal.

During project construction, replace all trees within 6 inch dbh and greater that are proposed for removal with in-kind specimens at a 4 to 1 replacement ratio (This differs from the existing Cambria Pines Estates Design Guidelines recommendation of 3 to 1).

Use only native Monterey pines (Pinus radiata var. macrocarpa) for replanting and replacing Monterey pines removed during construction. Collect cons from Monterey pines occurring within Monterey pine forest habitat located at the Cambria Pines Estates project site.

To replace coast live oaks removed during construction, collect acorns from the project area during August and early September and sprout.

Plant extracted Monterey pine seeds in tubes or liners and grow at the subject property.

Grow Monterey pine seedlings trees to approximate heights of 12 inches and plant at selected mitigation sites. Locate potential mitigation sites at appropriate locations along the margins of Monterey pine forest occurring at the project site. Potential sites should closely reflect the characteristics of on-site areas which have naturally occurring forest expansion.

Plant trees during the late fall or early winter, as appropriate.

Water young trees following initial planting, and later provide supplemental water on an as needed basis.

Plant a minimum of 220 Monterey pines to mitigate for the anticipated removal of 55 pines located primarily in Lots 1 through 5.

At least one time per year, for a minimum of three years, monitor the health and maintenance of all replacement vegetation for a sufficient time and frequency to ensure successful establishment of vegetation (per Guidelines F-3). Young seedling establishment should achieve an 80 percent success rate.

[BIO-2(a)] During project construction, disturbance of Monterey pines and coast live oaks remaining within and along the fringes of all building envelopes shall be avoided to the degree feasible. To avoid disturbance of remaining Monterey pines and coast live oaks, avoid all soil disturbance, compaction and grading activities within, and adjacent to, the associated dripline of each tree, which extends outward 15 feet from the tree's canopy. In addition, vegetation planted within the driplines of remaining trees should not require irrigation.

[BIO-2(b)] Prior to commencement of construction, highly visible temporary fencing must be placed around the perimeters of the driplines of all remaining Monterey pines and coast live oaks within the proposed development areas.

[BIO-5(a)] If tree removal is determined to be necessary on Lots 1 through 5, it should be conducted between September 15 and February 15, outside of the breeding season of raptors. If tree removal must occur between February 15 and September 15 (during the breeding season) a raptor nest survey shall be conducted on trees slated for removal by a qualified biologist approved by the San Luis Obispo County Environmental Coordinator prior to construction on Lots 1 through 5. The raptor nest survey should be coordinated with CDFG. If an active raptor nest is identified on-site, specific mitigation measures should be developed in consultation with CDFG. If the biologist determines that the trees slated for removal are not used by raptors, the applicant must then submit his information to the County and apply for a tree removal permit.

[BIO-6(a)] To mitigate for the loss or disturbance of known monarch butterfly winter roost site located partly within the building envelope of Lot 2, implement the following measures recommended by Dr. Leong in the Monarch Butterfly Study for the Cambria Pines Estates Development (195), and identified in Appendix 6.1 or the EIR.

Prior to recordation of the final map, the residential building envelope for Lot 2 shall be relocated to the southeastern corner of the parcel, between the residential building envelopes for Lots 1 and 3; and

During project construction, young Monterey pines (preferably 2 to 3 years in age) shall be planted along the inner perimeter of the residential building envelopes to reestablish protective wind barriers. All trees shall be planted a minimum of two to three row thick. Sprouted seed taken from on-site trees may be planted to increase their viability.

[BIO-6(b)] To avoid or minimize disturbance of monarch butterflies overwintering in Monterey pine forest located within Lots 1 through 5, implement the following measures recommended by Dr. Leong in the Monarch Butterfly Study for the Cambria Pines Estates Development (1995):

At the time of application for construction permits on Lots 1 trough 5, the applicant shall show that fireplaces or wood burning stoves will be installed that equal or exceed EPA standards for smoke emission.

Tree removals on Lots 1 through 5 deemed necessary shall be conducted between the months of April through August when monarch butterflies are not roosting at the identified winter site.

If tree removal must occur between April and August (during the breeding season) a Monarch butterfly survey shall be conducted on trees slated for removal by a qualified biologist approved by the San Luis Obispo County Environmental Coordinator prior to construction on Lots 1 through 5. The survey should be coordinated with CDFG. If the biologist determines that the trees slated for removal are not used for roosting by Monarch butterflies, the applicant must then submit this information to the County and apply for a tree removal permit.

[BIO-8(a)] To control introduction of invasive exotic plants on-site, the following measures shall be implemented during project construction and incorporated into the design guidelines of the proposed project:

Use only clean fill material (free of weed seed) within the project area;

Thoroughly clean all construction equipment prior to being moved onto and used at the site;

Prohibit planting or seeding of disturbed areas with non-native plant species; and

Control invasive exotic weeds in all disturbed areas.

[BIO-9(b)] During project construction, the removal of trees and other native vegetation shall be avoided to the extent feasible on a project-specific basis, per area-wide development standards identified in the North Coast Area Plan Update.

[CR-1(b)] If it is found that avoidance of the site CA-SLO-1483 is not feasible, a Phase II investigation shall be conducted prior to recordation of the final map to determine if the site is significant as defined by CEQA. If the site is determined significant, a data recovery program shall be implemented to recover a sample large enough to adequately characterize that portion of the site that would be destroyed by project implementation. A local Native American representative shall be involved in any testing and/or data recovery program. Any additional mitigation measures, including monitoring, will be based on the Phase II findings and recommendations.

[CR-2(a)] Prior to recordation of the final map, it shall be shown that construction and grading activities associated with Lots 6 and 7 will not disturb site CA-SLO-1487. Subsurface testing to determined the eastern boundary of CA-SLO-1487 may be necessary to ensure that developable areas within Lots 6 and 7 avoid the site. The need (or lack of need) to conduct subsurface testing shall be determined by an archaeological using detailed project plans and the CA-SLO-1487 site record.

[CR-2(b)] After implementing mitigation measure CR-1(a), if it is found that avoidance of site CA-SLO-1487 is not feasible, a Phase II investigation shall be conducted prior to recordation of the final map to determine if the site is significant as defined by CEQA. If the site is determined significant, a data recovery program shall be implemented to recover a sample large enough to adequately characterize that portion of the site that will be destroyed by project implementation. A local Native American representative should be involved in any testing and/or data recovery program. Any additional mitigation measures, including monitoring, will be based on the Phase II findings and recommendations.

[CR-3(a)] Prior to approval of grading and construction permits for development adjacent to the existing residence on Lot 11, a Phase II investigation shall be conducted to determined if CA-SLO-1488 is significant as defined by CEQA. If the site is determined significant, a data recovery program should be implemented to recover a sample large enough to adequately characterize that portion of the site that will be destroyed by project implementation. A local Native American representative should be involved in any testing and/or data recovery program. Any additional mitigation measures, including monitoring, will be based on the Phase II findings and recommendations.

[CR-4(a)] During project construction, if previously unknown archaeological resources are unearthed, all work within 100 meters of the find must be temporarily halted/redirected until a professional archaeologist can evaluate the find. After the find has been appropriately mitigated, work in the area may resume.

[AES-1(a)] Prior to approval of grading and construction permits on Lots 6 and 7, the applicant must show that homes constructed on these lots shall be developed with only the amount of fill necessary to allow for the sewer line to flow by gravity to the existing line at Brighton Lane. The height limit for homes built on Lots 6 and 7 shall be 24 feet.

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CAMBRIA PINES ESTATES
TRACT 1804

BEING A SUBDIVISION OF LOT 1 OF TRACT 480 (8/MAPS/45) AND LOT 53 OF TRACT 543 (12/MAPS/93) AS RECORDED IN THE COUNTY RECORDER'S OFFICE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

MAP 19

MITIGATION MEASURES (CON'T.)

[D-1(a)] Prior to approval of grading permits for individual project components five acres in size or greater, the applicant shall obtain a General Construction Activity Storm Water Permit from the RWQCB. As part of this permit, a storm water pollution prevention plan shall be prepared specifying Best Management Practices (BMPs) for erosion control and stormwater pollutant discharge control. Prior to approval of grading permits for all project components, grading and drainage plans shall incorporate BMPs for erosion control and stormwater pollutant discharge control. These plans shall be reviewed and approved by the County of San Luis Obispo.

[D-2(a)] Prior to issuance of occupancy permits, all new drainage infrastructure shall incorporate measures to reduce long-term water quality degradation. Such measures, which may include sediment and grease retention structures, shall be installed by the project developer(s).

[D-2(b)] Prior to recordation of the final map, the CC&Rs for the project shall address the careful use of fertilizers, and maintenance of mechanical equipment within the project development that will reduce or eliminate such materials from entering surface water runoff.

[D-5(a)] Prior to approval of drainage plans for Lots 17 and 18, the developer shall demonstrate the Lots 17 and 18 will not be inundated by stormwater from the adjacent drainage channel. If drainage flows would inundate portions of the proposed building envelopes on these lots, the envelopes shall be reconfigured to avoid potential impacts. Alternatively, the drainage channel could be reconfigured to direct drainage away from Lots 17 and 18. Any required drainage improvements shall be installed prior to the occupancy of proposed structures on Lots 17 and 18.

[N-1(a)] Prior to and during project construction, all construction equipment shall be in proper operating condition and fitted with factory standard silencing features.

[N-1(b)] Prior to commencement of construction, dirt hauling routes shall be established that are oriented away from property boundaries which abut existing sensitive land uses.

[N-1(c)] Prior to commencement of construction, vehicle staging areas shall be established that are located as far as practical from occupied structures.

[N-1(d)] Prior to approval of the construction program, the program shall establish that the noisiest construction operations are to be arranged to be arranged to occur together to avoid continuing periods of greater annoyance.

[N-1(e)] Prior to approval of the construction program, the program shall establish that all construction traffic for Lots 1-5 and 11-18 shall use Cambria Pines Road and State Route 1, and shall not access the site via Buckley Drive or Kathryn Drive. Construction trips to Lots 6-10 may access the site via Brighton Lane.

[N-1(f)] Prior to approval of the construction program, the program shall establish that project construction activities shall be limited to the hours of 7 a.m. to 6 p.m.

[N-3(a)] During and after project construction, the earth barrier between Lots 6 through 10 and State Route 1 shall remain undisturbed to continue to provide a natural sound barrier.

[N-3(b)] Prior to approval of building permits for Lots 6 through 10, plans for these homes shall include the use of dual-glazed windows in low air infiltration rate frames (0.5 cfm or less, per ANSI specifications) and solid core doors with perimeter weather into all development.

[PS-1(b)] The following fire prevention measures have been recommended by the CDF/County Fire Department in its Fire Protection Plan and shall be incorporated into all development:

Throughout the operation of the project, the project shall comply with:
1) The Uniform Fire Code
2) The National Fire Protection Association Standards
3) Public Resources Code 4290, 4291
4) Title 19 County Code Section 19.20.029

Prior to issuance of building permits, plans shall be submitted to the CCSD for review and comment.

Prior to issuance of building permits, water sources to meet the Uniform Fire Code fire flow requirements shall be ensured.

Prior to issuance of building permits, the CDF in cooperation with San Luis Obispo County shall evaluate the proposed subdivision for compliance with Public Resources Code 4290 for circulation and access road standards and fuel modification requirements.

[PS-4(a)] Prior to issuance of occupancy permits, ultra low flow toilets 1.6 gallons per flush) shall be installed on all new construction in accordance with the Uniform Building Code. Ultra low flow toilets are estimated by save approximately 22 gallons of water per capita per day.

[PS-4(b)] Prior to approval of a landscaping plan, the County shall determine that drought tolerant landscaping shall be used to the extent feasible, in accordance with current County practice and recent general plan amendment approval.

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Vic Montgomery, Architect C011090 • Jerry Michael, RCE 36895, LS 6276 • Wolf Parker, Landscape Architect 2844

[PS-4(c)] Prior to issuance of occupancy permits, new development shall be required to utilize water conserving models of any appliances installed during construction. Such appliances would include, but not necessarily be limited to, dishwashers.

[PS-4(d)] Prior to approval of a landscaping plan, the County shall determine that development shall utilize efficient irrigation systems which minimize surface runoff and evaporation and maximize the water which will reach plant roots.

[PS-5(a)] Prior to issuance of occupancy permits, connection fees and user fees shall be assessed by the CCSD to finance water delivery system improvements.

[AQ-1(a)] Prior to and during project construction, the applicant shall ensure that all contractor's equipment is in proper operating condition and is in compliance with air pollution control regulation.

[AQ-1(b)] Dust generated by the development activities shall be kept to a minimum by following the measures listed below:

a) During project construction, water trucks or sprinkler systems shall be used to prevent dust from leaving the site and to create a crust after each day's activities cease;

b) During project construction, water trucks or sprinkler systems should be used to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum this would include wetting down such areas in the early morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.

c) During project construction, dirt stock-piled areas should be sprayed daily as needed;

d) During project construction, the amount of disturbed area should be minimized, and onsite vehicle speeds should be reduced to 15 mph or less;

e) During project construction, exposed ground areas that are planned to be reworked at dates more than one month after initial grading shall be sown with a fast-germinating native grass seed and watered until vegetation is established;

f) Prior to completion of project construction, the entire area of disturbed soil should be treated immediately by watering or revegetating or spreading soil binders to prevent wind pickup of the soil until the area is paved or otherwise developed so that dust generation will not occur;

g) During project construction, grading and scraping operations should be suspended when wind exceeds 30 mph to reduce PM10 emissions;

h) During project construction, all roadways and driveways associated with construction activities should be paved as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.

CONDITIONS OF APPROVAL–Development Plan

EXHIBIT B
CONDITIONS OF APPROVAL – Development Plan – D9102790

Environmental Mitigation Measures

1. Exhibit B: Environmental Mitigation Measures is incorporated herein as though set forth in full, and shall be fully implemented in conjunction with the conditions of approval for this development plan.

Approved Use

2. This action approves a cluster division of a 380-acre site into 18 residential lots ranging in size from approximately 1.3 acres to 91 acres, and open space easements encompassing a minimum of 342 acres (90 percent) of the project site. The development shall conform to the revised plan dated April 11, 1997, Planning Commission Exhibit #1, and further modified by Planning Commission Exhibit #2 dated April 24, 1997.

Individual Lot Development

3. The Cambria Pines Estates Design Guideline manual (dated March, 1996) found in Appendix 3.0 of the Final Environmental Impact Report, is incorporated herein as though set forth in full, and shall be fully implemented in conjunction with the conditions of approval or this development plan. Where a specific condition of approval or mitigation measure is more restrictive, it shall supercede the manual. The manual shall be revised to reflect the final approved project and the conditions of approval. This approval establishes setbacks as follows:

a. Lots 1-5: All setbacks must meet the requirements of the CZLUO.

b. Lots 6-10: (1) Front setbacks – 20 feet.
(2) Side setbacks – 10 feet if clearance is obtained from the fire department in accordance with Section 23.05.104f of the CZLUO.
(3) Rear setbacks – 30 feet.

c. Lots 11-18: All setbacks must meet the requirements of the CLZUO.

This approval establishes maximum building heights as follows (which shall be measured in accordance with the CZLUO unless otherwise noted):

a. Lots 1-5: 27 feet.
b. Lots 6-7: 24 feet above average finished grade.
c. Lots 8-11: 27 feet.
d. Lots 12-18: 35 feet.

Minor use permits shall be required on Lots 1-18 for future lot development.

Visual Mitigation

4. At the time of application for minor use permits on Lots 6 and 7, the applicant shall submit a cross-section of other evidence as may be required, which shows that the proposed structures will not silhouette against the sky when viewed from southbound Highway 1.

Landscape Mitigation

5. Prior to issuance of construction permits or as part of subdivision improvement plans, the applicant shall submit final landscape, fencing, and entry sign plans consistent with the preliminary plans, to the Development Review Section of the Department of Planning and Building for review and approval, to include the following:

a. Existing perimeter fencing on the entire 380 acre property is to remain.
b. Fencing is not permitted on property lines for Lots 1-10. Guidance markers may be used for reference of lot boundaries.
c. Barbed wire of habitat fencing may be used to separate Lot 11 from Lots 1 and 2.
d. On Lot 17, the archaeologically sensitive area shall be fenced off as part of the open space protection for that lot.

Agency Review

6. Prior to any construction activities in the public right-of-way, an encroachment permit shall be obtained from the County Engineering Department.

7. Prior to issuance of any permits, a letter of clearance from the California Department of Forestry and the CCSD Fire District shall be required indicating compliance with their standards and requirements.

Open Space Agreement

8. Prior to recordation of the final map, the applicant shall record and open space easement, in a form approved by County Counsel, for the open space portions of the property. The open space shall total a minimum of 342 acres. The open space easement on each lot is to be held by the County. The open space areas is to be maintained as such in perpetuity. Uses allowed within the open space will be restricted to crop production or range land; historic, archaeological, or wildlife preserves; scenic areas; or other similar open space use.

Construction Traffic

9. All construction traffic for Lots 1-5 and 11-18 shall use Cambria Pines Road and State Route 1, and shall not access the site via Buckley Drive, Kathryn Drive, or the portion of Cambria Pines Road located in Tract 543. Construction trips to Lots 6-10 may access the site via Brighton Lane.

Effective Time Period

10. The approval period for this development plan will run with the approval period for tentative tract map 1804. Map time extension approvals granted with the map shall similarly extend the development plan approval period. Time extensions must be submitted in writing by the applicant and are subject to evaluation and action based on the circumstances prevailing at the time of the request.

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TRACT 1804

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2000 034704

TITLE
CHICAGO CO

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Walter H. Leimert Co.
606 North Larchmont Boulevard
Suite 300
Los Angeles, CA 90004

Doc No: 2000-034704

Rpt No: 00046435

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
Jun 23, 2000
Time: 08:00

[30]

RF -1	94.00
TOTAL	94.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACT NO. 1804 CAMBRIA PINES ESTATES

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TRACT NO. 1804
CAMBRIA PINES ESTATES

This Declaration ("Declaration") is made this 31st day of May, 2000, by WALTER H. LEIMERT CO., a California corporation, and CAMBRIA WEST, a joint venture (collectively, "Declarant").

RECITALS

Declarant owns that certain real property ("Project") described on that certain Final Subdivision Map ("Map") entitled "CAMBRIA PINES ESTATE TRACT NO. 1804" which Map was recorded in Book 19, at Page 22, of Maps in the Office of the County Recorder of San Luis Obispo County, California. The Project contains eighteen (18) lots ("Lots") each of which will ultimately be improved with a single family residence and related amenities. The Project is a "Standard Subdivision" as defined herein.

In order to promote the efficient preservation of the rural values and amenities for the Project, Declarant has established a plan for the subdivision, improvement, and development of the Project. By execution, recordation and implementation of this Declaration, Declarant intends to implement such plan.

ARTICLE 1
DECLARATION

Declarant declares that the Project and each of the Lots shall at all times be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to the declarations, limitations, restrictions, easements, covenants, conditions, servitudes and charges set forth in this Declaration, all of which are declared and agreed to be imposed as both covenants and equitable servitudes in furtherance of development of the Project as a Standard Subdivision. Such servitudes and covenants are declared and agreed to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the Project and each of Lots. All of the limitations, restrictions, easements, reservations, covenants, conditions, servitudes, and charges shall run with each of the Lots and shall be binding on and inure to the benefit of all parties hereafter having or acquiring any right, title, or interest in any Lot, or any portion thereof

ARTICLE 2
DEFINITIONS

Unless otherwise expressly provided for in the Declaration, the following words and phrases, when used herein, shall have the ensuing specified meanings.

2.1 "Architectural Committee" means the committee of persons appointed and acting pursuant to Article 6.

2.2 "Architectural Rules" mean the rules and regulations adopted by the Architectural Committee from time to time pursuant to Section 6.4.

2.3 "Building Envelope" means that area of each Lot defined by the Declarant to be used for the location of the Residence and related amenities as described in Subdivision Map and Design Guidelines and attached hereto as Exhibit "A."

2.4 "Common Private Driveways" means the private driveways shown on the Subdivision Map as more particularly described in Section 3.5(b).

2.5 "County" means the County of San Luis Obispo, California, where appropriate, and its various departments, divisions, agencies, employees and representatives.

2.6 "Declarant" means collectively Walter H. Leimert Co., a California corporation and Cambria West, a joint venture, and their successors and assigns to the extent Declarant's rights have been assigned to them in accordance with this Declaration.

2.7 "Declaration" this Declaration of Covenants, Conditions, and Restrictions for Tract No. 1804 (Cambria Pines Estates), together with any amendments, modifications, or supplements thereto.

2.8 "Design Guidelines" means those certain Design Guidelines for the Project adopted by Declarant with County Approval, as may be amended by Declarant from time to time with the approval of the Director of Planning and Building for the County.

2.9 "Final Subdivision Public Report" means the subdivision public report for the Project issued by the Commissioner of the California Department of Real Estate pursuant to the California Subdivided Lands Act, together with any amendments thereto.

2.10 "Improvement(s)" includes, but is not limited to, the construction, installation, alteration or remodeling of any buildings, walls, roofs, foundation, fences, swimming pools, barns, sheds, garages, carports, driveways, walkways, parking areas, walls, retaining walls, poles, patios, porches, decks, balconies, landscaping, landscape structures, drainage facilities, skylights, solar heating equipment, spas, antennas, satellite dishes, utility lines, signs, as well as any other structure of any description, but shall exclude interior improvements to any Residence which are not visible from any other Lot or from outside the Project, as determined by the Architectural Committee in its discretion.

2.11 "Invitee(s)" means any person or persons within any Lot at the express or implied invitation of an Owner, or lessee, or other occupants, whether for business purposes, for mutual advantage, or for purely social purposes

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2.12 "Laws" means all applicable laws, ordinances, codes, rules, regulations and requirements of the County and all other governmental authorities and agencies with jurisdiction.

2.13 "Lot(s)" means any plot of land numbered 1 through 18, inclusive, as shown on the Subdivision Map.

2.14 "Mortgage(s)" means a mortgage(s) or deed(s) of trust encumbering one or more Lots. A "First" Mortgage is one having priority as to all other Mortgages encumbering the same Lot.

2.15 "Mortgagee(s)" means any mortgagee of a mortgage beneficiary under a deed of trust, together with any guarantor or insurer of a Mortgage, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

2.16 "Open Space" means the portion of the Project subject to the open space easement reflected on the Subdivision Map and as more particularly described in any document executed by Declarant which grants an open space easement to the County.

2.17 "Owner(s)" means each person or entity holding fee ownership interest in a Lot, including Declarant and any contract seller under a recorded contract of sale, but shall exclude those having such interest merely as security for the performance of an obligation.

2.18 "Project" means all of the Lots collectively.

2.19 "Residence(s)" means a private, single-family dwelling constructed, or to be constructed within the Building Envelope, on a Lot.

2.20 "Standard Subdivision" means a subdivision that is not a common interest development, as that phrase is defined in California Civil Code Section 1351(c) or any comparable or superseding Law.

2.21 "Subdivision Map" means the recorded Final Subdivision Map for the Project that is described in the Recitals.

ARTICLE 3
PROPERTY RIGHTS AND EASEMENTS

3.1 Persons Subject to the Declaration. All present and future Owners, tenants, occupants, and Invitees of the Project or any Lot shall be subject to, and shall comply with, each and every provision of this Declaration, as the same shall be amended from time to time, unless a particular provision is specifically restricted in its application to one or more of such classes of persons, such as Owners, tenants or Invitees. The acceptance of a deed to any Lot, the entering into a lease, sublease or contract of sale with respect to any Lot, or the occupancy of any improvement on any Lot shall constitute the consent and agreement of such Owner, tenant or occupant that each and all of the provisions of the Declaration shall be binding upon such person and that such person will at all times faithfully observe and comply with this Declaration in all respects.

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3.2 Assignment of Declarant's Rights. The rights and powers of Declarant provided in this Declaration may be assigned by Declarant to any successor to all or any part of any of Declarant's interest in the Project by an express assignment incorporated in a recorded deed that transfers such rights and powers or by a separate instrument of assignment.

3.3 Voting Rights of Owners. Only one vote may be cast with respect to each Lot (whether or not there are multiple Owners). Such vote may not be cast on fractional basis. If multiple Owners are unable to agree as to how the vote should be cast on a particular matter, the vote shall be forfeited with respect to such matter. If multiple Owners should cast conflicting votes on any matter, such votes shall all be disregarded.

3.4 Easement Reserved to Declarant. Declarant, on behalf of itself, its successors and assigns and hereby reserves the following easements upon, across, over, and under each of the Lots:

3.4(a) A non-exclusive easement for installation, replacing, repairing, and maintaining utilities, including but not limited to water, sewer, gas, telephone, drainage, electricity, and cable television systems as originally designed and approved by Declarant or subsequently approved by the County and the Architectural Committee;

3.4(b) A non-exclusive easement to enter upon each of the Lots to construct, repair, and maintain Improvements designed by Declarant, including, without limitation, the right to make any and all cuts and fills on the Lots and to perform such grading as is in Declarant's judgment necessary for development of the Project. As provided in Article 6, Improvements designed and to the constructed by Declarant are exempt from approval by the Architectural Committee.

3.4(c) A non-exclusive easement for display signs, marketing, and exhibit purposes over all Lots in connection with Declarant's sale of Lots. The easement provided for in this Section 3.4(c) will terminate after Declarant has sold all Lots.

3.4(d) A non-exclusive easement in favor of the County for a pedestrian and bridle trail over the northern portion of Lot 15 and northern and eastern portion of Lot 16 as shown on the Subdivision Map.

3.4(e) A non-exclusive easement in favor of the Architectural Committee to inspect Improvements on each Lot as more particularly described in Section 6.12.

3.4(f) Such easements, dedications, and rights of way as are granted or reserved to Declarant or reserved on the Subdivision Map, including, without limitation, an easement over the Open Space, which Open Space may be used only for the purposes described in Section 4.9 and such other uses as may be authorized by the County.

3.5 Easement Reserved to Owners. Declarant, on behalf of itself and all future Owners, hereby reserves each of the following easements upon, across, over, and under each of the Lots:

3.5(a) A non-exclusive easement for access to, and repair and maintenance of, slopes and drainage ways on adjoining Lots where such access is necessary to protect the Improvements on the entering of Owner's Lot or to otherwise insure the safety of persons or property. Except in cases of emergency, the rights described in this Section 3.5(a) may be exercised only on at least ten (10) days' prior written notice to the Owner of the Lot upon which entry is sought.

3.5(b) Non-exclusive easements for vehicular and pedestrian ingress and egress and for the establishment, maintenance and repair of utilities and utility installations (including water, sewer, gas, electric, telephone, and cable television) on, over, and under certain private driveways ("Common Private Driveways") which service more than one (1) Lot as follows:

(i) Owners of Lots 1, 2, and 3 each shall have the easement described above over the Common Private Driveway constructed by Declarant which services such Lots.

(ii) Owners of Lots 4 and 5 each shall have the easement described above over the Common Private Driveway constructed by Declarant which services such Lots.

(iii) Owners of Lots 12, 13, 14, 15, 16, 17, and 18 each shall have the easement described above over the Common Private Driveway constructed by Declarant which services such Lots.

(iv) Owners of Lots 7, 8, 9 and 11 each shall have the easement described above over the Common Private Driveway constructed by Declarant which services such Lots except that in addition to the purposes described above, such easement shall include the establishment, maintenance and repair of a sewer line.

3.5(c) Whenever utility lines or connections serving a Lot are located on other Lot(s), the Owner of the Lot served by such line or connection shall have the right and is granted an easement to the full extent necessary to have the relevant utility providers enter such Lot(s) for the purpose of maintaining, repairing and replacing such lines and connections.

3.5(d) A non-exclusive easement in favor of the County over the drainage swales on western portions of Lots 17 and 18 as shown on the Subdivision Map.

3.5(e) Such easements, dedications, and rights of way as are granted to Owners or reserved on the Subdivision Map.

ARTICLE 4
CERTAIN COVENANTS AND USE RESTRICTIONS

4.1 Animals. Each Owner may maintain domestic animals (except for pigs, hogs and goats which are prohibited) in reasonable quantities. No Owner shall permit any animal brought upon or kept upon such Owner's Lot to interfere with the quiet and peaceful enjoyment of any other Owner. Each Owner shall be strictly liable for any damage to person or property caused by any animal brought upon or kept upon such Owner's Lot. All poultry will be kept in fenced enclosures

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at all times. No structures intended to house and/or contain animals, such as barns, pens, stalls and poultry yards, shall be constructed without prior approval of the Architectural Committee. All such structures shall at all times be maintained in accordance with all applicable Laws, the Architectural Rules, in a manner that will control the animals for which they are designed, and in clean, sanitary, workable and attractive condition.

4.2 Antenna and External Fixtures. Owners may, with the prior approval of the Architectural Committee, install antennas and satellite dishes in reasonable numbers which are designed for customary television and radio broadcast reception or solar panels consistent with California Civil Code Sections 714 and 714.1 and any comparable or superseding statutes. All such installations shall at all times be maintained in good condition and in accordance with the Architectural Rules. No activity shall be conducted on any Lot which causes an unreasonable broadcast interference with television or radio reception on any other Lot.

4.3 Changing Grades, Slopes and Drainage. No Owner, except for Declarant, shall change, or cause to be changed, the established grade or elevation of a Lot or any easement or any established drainage pattern without the prior written consent of both the Architectural Committee and the County. For purposes hereof, established drainage patterns are drainage patterns existing at the time Declarant completed grading of the Project in conformity with the grading and drainage plan approved by the County.

4.4 Compliance with Law; Increase in Insurance Premiums. Nothing shall be done or kept on or about any Lot that violates any Law or that might increase the rate of, or cause the cancellation of, insurance for any other Lot without the prior written consent of all of the Owners whose insurance would be so affected.

4.5 Fences. Fences may be constructed only with the prior approval of the Architectural Committee. Approved fences shall at all times be maintained in good, sound condition and in compliance with any plans and guidelines adopted by the Architectural Committee and in accordance with the Architectural Rules. Each Owner shall paint or stain all fences periodically in accordance with the requirements of the Architectural Committee. Barbed wire or habitat fencing may be used to separate Lot 11 from Lots 1 and 2 and Lot 11 from Lots 6 through 9. No other fences shall be constructed or maintained on the property lines of Lots 1 through 10, inclusive. Subject to compliance with applicable law and all County requirements for the Project, the Architectural Committee may grant exceptions for side yard property lines on Lots 6 through 10 if it finds that circumstances so warrant. No fencing around the exterior perimeter of the Project shall be altered or removed without the prior approval of the Architectural Committee. Each Owner on whose Lot such exterior fencing exists shall at all times maintain the same in good condition at such Owner's sole cost and expense in accordance with the Architectural Rules. All fences shall at all times be consistent with the Design Guidelines and the Fencing Plan.

4.6 Gas or Liquid Storage. Except for propane tanks used for home style barbecues, no tank for the storage or gas or liquid shall be installed on or under any Lot by any person other than Declarant without prior approval of the Architectural Committee.

4.7 Leases. All leases and rental agreements shall be in writing and shall require the tenant to abide by and be subject to all of the terms and provisions of the Declaration.

4.8 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is customary in the use, maintenance or repair of quality, private, rural residential developments. The Architectural Committee may at any time prohibit or restrict the storage or use of any such machinery or equipment.

4.9 Maintenance - Owner Responsibility. Each Owner shall at all times maintain all Improvements, appurtenances, driveways, equipment and landscaping located upon such Owner's Lot in good and sanitary condition in accordance with the requirements of the Architectural Committee, the Rules, and all applicable Laws. Windows may be covered only by drapes, blinds, shutters, or shades. No Owner shall paint or cover any window with foil, cardboard, or other similar material. Each Owner shall at all times maintain all Open Space located on such Owner's Lot in accordance with the Design Guidelines and all Laws. No Improvements, structures, lawn clippings, oil, waste material, of any kind, including, but not limited to, buildings, walls, ornamental screens, sheds, signs, utility lines, or similar installations, shall be constructed, placed or permitted to remain on or within the Open Space. Permissible uses of Open Space include without limitation crop production, range land, historic, archaeological, or wildlife preserves, scenic areas and other similar uses as permitted by the County.

4.10 Maintenance Responsibilities of Certain Owners. Owners of Lots on which Common Private Driveways are located will at all times maintain, repair and, when necessary, replace the same in good condition in accordance with all Laws and requirements of the Architectural Committee. Without limiting the generality of the foregoing, all Common Private Driveways shall be maintained with a paved surface that provides all weather access and shall be maintained so that the road is accessible in all weather and relatively free of potholes, large cracks, and other minor washouts or drainage outs. Costs of such maintenance, repair and replacement will be allocated equally among the Owners on whose Lots each such Common Private Driveway is located. By way of example, the Owners of Lots 12, 13, 14, 15, 16, 17, and 18 will each be responsible for one-seventh of the costs in repairing, maintaining and replacing the Common Private Driveway referenced in Section 3.5(b)(iii). Each Owner of a Lot on which a Common Private Driveway is located will be responsible for maintaining his or her own liability insurance in respect of such Common Private Driveway. Disputes among Owners regarding such maintenance, repair and replacement of Private Common Driveways or regarding allocation of the costs thereof shall be allocated among Owners in accordance with Article 8.

4.11 Offensive Conduct; Nuisance. No noxious or offensive activities shall be conducted on any Lot, including, but not limited to, repair of automobiles or other motor vehicles unless such repair activity is screened from the ground level view of all streets and other Lots. Without limiting the generality of the foregoing, each Owner shall keep such Owner's Lot free from rubbish, litter and weeds and shall promptly replace dead plants, shrubs, and landscaping. Nothing shall be done on or about any Lot that may be or may become an annoyance or nuisance to the other Owners or that in any way interferences with the quiet enjoyment of occupants of other Lots. No Owner shall cook,

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barbecue or engage in similar activities except within Building Envelopes. No Owner shall cause or suffer any condition upon such Owner's Lot that induces or harbors infectious plant diseases or noxious insects.

4.12 Outside Laundering and Drying. There shall be no exterior drying or laundering of clothes on balconies, patios, porches, or other outside areas, unless approved in advance by the Architectural Committee.

4.13 Parking Restrictions, Use of Garages. Unless screened from ground level view of all streets and adjoining Lots, no vehicle shall be parked or placed on any Lot other than within an enclosed garage or on an appurtenant driveway. At no time shall any motor vehicle be permitted on front yard landscaping. No boat, trailer, recreational vehicle, camper, inoperable vehicle, or commercial vehicle shall be parked or left on any Lot for a period longer than forty-eight (48) hours over any ten (10) day period unless fully screened from view of all streets, driveways and adjoining Lots. All garages shall be used only for vehicle parking and appropriate storage and shall not be converted into living, business or recreational activities.

4.14 Residential Use. Lots shall be used solely for permanent Residences and customary appurtenances designed for single-family purposes in conformity with the requirements of rural living, applicable zoning, and other Laws. No Lot or Improvements thereon may be used or authorized to be used for any business, commercial, manufacturing, mercantile, storage, vending, or other nonresidential use, except for home occupations which satisfy each of the following criteria:

4.14(a) The use of the Lot for such purposes is in compliance with all Laws and the Owner has obtained all necessary permits and licenses.

4.14(b) The use does not involve visible displays or signs.

4.14(c) There shall be no more than two customers, patients, clients, students or other business invitees upon any Lot at any one time.

4.14(d) The occupation is secondary and subordinate to the primary residential use of such Lot and does not change or detrimentally affect the residential character of the Residence or the Project.

4.15 Signs. Subject to Declarant's rights under Section 3.4(c), no advertising signs or billboards shall be displayed on any Lot except that each Owner may display a single "For Rent", "For Lease", or "For Sale" signs of reasonable dimensions and design. The Architectural Committee may restrict the size, design and placement of such signs.

4.16 Trash Disposal. No trash, garbage, rubbish or other waste material shall be allowed to accumulate on any Lot unless stored in appropriate sanitary covered disposal containers located within an enclosed backyard area adjacent to the Owner's Residence and screened from the ground level view of all streets and adjoining Lots. Except on the scheduled day for trash pickup, such receptacles shall be located only in such enclosed backyard, sideguard or garage areas. Each Owner

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shall promptly remove and transport to an authorized dump site all accumulations of rubbish, trash, garbage or debris, but not limited to, debris including debris resulting from the construction of Improvements.

4.17 Use of Vehicles. No boat, truck, trailer, van, camper, recreational vehicle, or tent shall be used as a living area while located on any Lot. Trailers or temporary structures for use incidental to the construction of a Residence or the initial sales of Lots by Declarant shall be permitted. Such trailers or structures will be promptly removed upon completion of construction and sales and no other trailers or temporary structures of any kind shall be placed or maintained on any Lot at any time.

4.18 Drilling. At no time shall the surface of any Lot be used for exploring for, taking therefrom, or producing therefrom any gas, oil, or other hydrocarbon substances.

4.19 Special Provision re Lot 17. No building, structure, fence, or other improvement of any nature shall at any time be placed on that portion of Lot 17 designated as "environmentally sensitive area" on Exhibit "B" hereto.

4.20 Special Provision re Lots 6 and 7. Certain portions of Lots 6 and 7 as depicted on Exhibit "C" are environmentally sensitive areas. Each of the Owners of such Lots shall place fill on such Lots in such environmentally sensitive areas sufficient to protect all underlying areas. All improvements in such environmentally sensitive areas will be located within or above (but not below) such fill so as to avoid adverse environmental impacts to such environmentally sensitive areas.

ARTICLE 5
PROTECTION OF MORTGAGEES

5.1 Mortgage Permitted. Any Owner may encumber its, his or her Lot with a Mortgage.

5.2 Lien Not Invalidated. No breach of any provision of the Declaration shall invalidate the lien of any Mortgage made in good faith and for value, but all of the covenants, conditions and restrictions contained in the Declaration shall be binding on any Owner whose title is derived through foreclosure sale, trustee sale, or otherwise.

5.3 Mortgagee Need Not Cure Breach. Any Mortgagee who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure or assignment in lieu of foreclosure shall not be obligated to cure any breach of the Declaration that is non-curable or the type that is not practical or feasible to cure.

5.4 Status of Loan to Facilitate Resale. Any First Mortgage given to secure a loan to facilitate the resale of a Lot after acquisition by foreclosure or by deed or assignment in lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protection of Mortgagees under the Declaration.

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5.5 Right to Appear at Meetings. Because of its financial interest in the Project, any Mortgagee may appear, but cannot vote, at meetings of Owners to draw attention to uncorrected violations of the Declaration.

5.6 Conflicts with Other Provisions. In the event of any conflict between any of the provisions of Article 5 and any other provisions of the Declaration, the provisions of this Article 5 shall control.

ARTICLE 6
ARCHITECTURAL CONTROL

6.1 Establishment of Architectural Committee. Except for construction of Improvements by Declarant, no Improvement of any kind shall be commenced, erected or maintained within the Project, nor shall any exterior addition to or change or alteration be made to the exterior of any Improvement until plans and specifications therefor showing the nature, color, kind, shape, height, including front, side and rear elevations, materials, and location of the same have been submitted to and approved in writing by the Architectural Committee. It shall be the Architectural Committee's duty to consider and act upon all submissions pursuant to this Declaration, to insure that any Improvement conforms to the plans, submitted to the Architectural Committee and to the Rules. In evaluating any matter submitted to it, the Architectural Committee shall consider quality of workmanship and materials, harmony of exterior design and location in relation to surrounding structures, setback lines, topography, color schemes and finish grade elevations. The foregoing list is not intended to be exclusive and the Architectural Committee may consider any other factors it deems relevant. The Architectural Committee, in its own name or on behalf of Declarant or any other Owner(s) may exercise all available legal and equitable remedies to prevent or remove any unauthorized or unapproved construction or Improvements on any Lot. No Improvement shall at any time be constructed on any Lot unless (i) it has been fully approved by the Architectural Committee in accordance with this Declaration, and (ii) otherwise complies with all Laws, the Rules and this Declaration. The provisions of this Article 6 shall not apply to Declarant's construction of any Improvement of any nature.

6.2 Appointment and Election of Committee.

6.2(a) Authorized Number of Members. The Architectural Committee will consist of three (3) persons.

6.2(b) Appointment of Members and Term of Office. Declarant shall appoint all original members of the Architectural Committee and their replacements, none of whom need be Owners. The original appointees and their replacements shall be subject to removal at any time by Declarant. The initial appointees and their replacements shall hold office until the third (3rd) anniversary of the original issuance of a final Subdivision Public Report. Thereafter, until the earlier to occur of (i) sale of all Lots to Owners other than Declarant, or (ii) until the fifth (5th) anniversary of the original issuance of a Final Subdivision Public Report, Declarant shall appoint a majority of the members of the Architectural Committee and the remaining Owners shall elect the remaining member. Thereafter, the Owners shall elect all of the members of the Architectural Committee.

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Members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant hereto, but the Architectural Committee shall be entitled to impose application fees designed to cover its out-of-pocket costs in connection with its review of an application.

6.2(c) Surrender of Power of Appointment. Declarant, at any time, may relinquish its right to appoint members of the Architectural Committee by recording in the County Recorder's Office a notice stating that Declarant has relinquished such power. Upon recordation of such notice, all such power shall immediately vest in the Owners.

6.2(d) Term. The term of any member shall be terminated if any when any of the following events occur:

(i) Such member dies or resigns.

(ii) Owner removes any member appointed by it.

(iii) A majority vote of Owners of any member elected by them.

(iv) At any time after the Owners have the power to elect all of the members, by the removal of such member by the vote or request of a majority of the Owners.

6.2(e) Vacancies. Whenever a vacancy occurs in the Architectural Committee, the replacement member shall be appointed as provided in Section 6.2(b).

6.2(f) Elections. Owners have the right to elect all members pursuant to Section 6.2(b) and every two (2) years thereafter, upon the written request of a majority of the Owners, an election shall be held to elect members. The following provisions shall apply to each such election:

(i) Nominations for election to the Architectural Committee shall be made by the Owners and all nominees must be Owners.

(ii) The Architectural Committee shall adopt procedures that provide for an equitable opportunity for nominees to communicate to Owners their qualifications and reasons for candidacy and to solicit votes, and provide a time for an election.

(iii) The election of members shall be by secret written ballot and the nominees receiving the highest number of votes shall be elected.

6.3 Submission of Plans; Action by Committee. An Owner who desires to construct an Improvement shall obtain Architectural Committee approval prior to submission to the County. Submission to the Architectural Committee shall be by personal delivery or certified mail to the person who chairs the Architectural Committee, together with the appropriate application fee. If the Architectural Committee fails to approve or disapprove any submission within forty-five (45) days after submission, the same shall be deemed approved. The Architectural Committee may condition its approval or any submission or require modifications as it deems appropriate.

6.4 Architectural Rules. The Architectural Committee may in its discretion from time to time adopt, amend and repeal rules and regulations ("Architectural Rules"). Said rules and regulations may, in addition to other matters, establish (i) standards and procedures for the review and approval of proposed Improvements and guidelines for design features which enhance the rural character of the Project, (ii) standards for design and style of buildings, placement of Improvements and landscaping, (iii) recommended color schemes, exterior finishes and materials and similar features, and (iv) fees to be imposed in connection with the Architectural Committee's review of applications. In the event of any conflict between the Architectural Rules and this Declaration, this Declaration shall prevail.

6.5 Basis for Approval of Improvements. Submissions to the Architectural Committee shall be approved only if the Architectural Committee, in its sole discretion, finds that each of the following requirements have been satisfied:

6.5(a) The submission Owner complies with all applicable provisions of the Declaration and Architectural Rules.

6.5(b) The submitted plans, specifications, and other materials:

(i) conform to the "MITIGATION MEASURES" and "CONDITIONS OF APPROVAL-DEV.P1," as set forth in the Subdivision Map together with the Design Guidelines. If any of the aforesaid documents is amended, superseded by other provisions, or repealed, the Declaration shall be deemed amended, as appropriate;

(ii) result in the construction that is located within all applicable building envelopes and utilizes the appropriate access drives as shown, described and designated on the Subdivision Map, and is in harmony with the external design of other structures and/or landscaping within the Project;

(iii) will not interfere with any other Owner's reasonable enjoyment of such Owner's Lot or Improvement thereon, including, without limitation, such Owner's rights to scenic and solar access free of unreasonable obstructions;

(iv) will not violate the specific restrictions for visual mitigation on Lots 6 and 7, i.e., that no structure shall be erected, altered, placed, or permitted to remain on either Lot 6 or Lot 7 that either creates a silhouette or is more than twenty-four (24) feet above the average finished grade (i.e., the elevation of the ground after any County approved grading for a Residence or related on-site Improvements); and

(v) will be constructed within all applicable and appropriate Building Envelopes.

6.5(c) The proposed Improvement(s), if approved, will otherwise be consistent with (i) the overall plan and scheme for the Project, (ii) prevailing architectural and aesthetic standards within the Project, and (iii) this Declaration.

6.6 Variances. The Architectural Committee may allow reasonable variances in order to overcome practical difficulties, avoid unnecessary expense, or prevent unnecessary hardships, provided that each of the following conditions is met:

6.6(a) If the requested variance will necessitate deviation from, or modification of, a use restriction provided in this Declaration, the Architectural Committee shall conduct a hearing on the proposed variance after giving at least thirty (30) days' prior written notice to the Owners of all adjoining Lots and other Lots within one hundred (100) feet of any property line of the Lot to which the variance pertains. Such Owners may within fifteen (15) days after receipt of such notice submit written comments or objections to the Architectural Committee. No decision shall be made with respect to the proposed variance until the comment period has expired.

6.6(b) The Architectural Committee has made a good faith determination that:

(i) The requested variance does not constitute a material deviation from either the overall plan and scheme of the Project or from any restriction contained herein, or alternatively that the variance will nonetheless allow the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; or

(ii) The variance relates to a requirement hereunder that it is inapplicable, unnecessary, or unduly burdensome under the circumstances presented; or

(iii) The variance, if granted, will not be materially detrimental to the Project, create an unreasonable nuisance, or be inconsistent with any County conditions of approval of the Project.

6.7 Estoppel Certificate. Within thirty (30) days after an Owner delivers written request to the Architectural Committee and pays a reasonable fee, the Architectural Committee shall execute an estoppel certificate certifying with respect to any Improvements located on applicant Owner's Lot that as of the date thereof, either:

6.7(a) All Improvements made and other work completed by the applicant Owner comply with this Declaration and Architectural Rules; or

6.7(b) That such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the bases of such non-compliance.

6.8 Reliance. Any person shall be entitled to rely on an estoppel certificate executed pursuant to Section 6.7 with respect to the matters set forth therein, such matters being conclusive between the Architectural Committee and the Owner and any persons deriving any interest through such Owner.

6.9 Compliance with Laws. Review and approval by the Architectural Committee of any proposals, plans or other submittals pertaining to Improvements shall in no way be deemed to

constitute satisfaction of, or compliance with, any building permit process, any Law, or any other governmental requirements.

6.10 Liability. Neither the Architectural Committee nor any of its members shall be liable to any Owner or other person for any damage, loss or prejudice suffered, alleged or claimed in connection with the approval or disapproval of any plans or other items or matter submitted to it, the construction of any Improvement or performance of any work (whether or not pursuant to Architectural Committee approval) or defects in any Improvement.

6.11 Completion and Maintenance of Improvements. If the Architectural Committee approves any submission, the Owner who made such submission shall promptly commence and diligently pursue to completion the Improvements contemplated by such submission in strict accordance with the Architectural Committee's approval and the Rules. After completion, such Owner shall thereafter maintain such Improvements in good condition and repair in accordance with this Declaration and the Rules. Such Owner shall not further alter or modify such Improvements without the prior approval of the Architectural Committee.

6.12 Inspections. During reasonable hours, any member of the Architectural Committee shall have the right to enter into any Lot upon at least twenty-four hours' prior notice to the Owner of such Lot for the purpose of inspecting Improvements thereon to assure conformity with the requirements of this Declaration.

ARTICLE 7
AMENDMENT OF DECLARATION

7.1 Amendment of Declaration.

7.1(a) By Declarant. Subject to Section 7.5, prior to the close of the first sale of a Lot to a purchaser other than Declarant, Declarant may amend or modify the Declaration.

7.1(b) By Owners. Subject to Section 7.5, after the close of the first sale of a Lot to a purchaser other than Declarant, the Declaration may be amended by the vote or written consent of both (i) a majority of Owners and (ii) a majority of Owners excluding Declarant. However, if any provision of the Declaration requires a greater or lesser percentage of the voting power of the Development in order to take affirmative or negative action under such provision, the percentage of voting power called for in such provision shall be required to amend or revoke such provision. Also, if the consent or approval of any governmental authority, Mortgagee or other person, firm, agency, or entity is required with respect to any amendment or revocation of any provision of the Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained. Any amendment or revocation pursuant to this Section 7.1(b) shall be evidenced by an instrument certified by a duly authorized Owner which shall make appropriate reference to the Declaration and any prior amendments thereto, and shall recite that the requisite voting percentage approved such amendment. Such instrument shall then be duly recorded.

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7.2 Reliance on Amendments. Any amendments made in accordance with the terms of the Declaration shall be presumed valid by anyone relying on them in good faith.

7.3 Rights of Mortgagees. No amendment pursuant to this Article 7 shall modify or any of the rights of Mortgagees under Article 5.

7.4 Conforming with Mortgagee Requirements. Declarant intends that the Declaration and the Project meet the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and the Federal Housing Administration. Each Owner shall promptly approve any amendment required by Declarant or any Mortgagee to conform the Declaration and the Project to the requirements of any of the above referenced entities or agencies.

7.5 County Approval Required for Certain Amendments. Notwithstanding any other provision of the Declaration, no addition, 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 County: (a) regulation of land use, (b) maintenance of the Open Space, (c) maintenance of the Improvements and fences, and (d) the provision of Section 6.5.

ARTICLE 8
REMEDIES FOR OWNER NONCOMPLIANCE

8.1 Failure to Comply. The failure or refusal of any Owner to comply with any provision of the Declaration shall entitle the Architectural Committee (if the failure or refusal relates to a matter within the Architectural Committee's jurisdiction) and/or any aggrieved Owner to recover damages, seek injunctive relief, and pursue any other remedy available at law or in equity.

8.2 Mediation. Prior to instituting any judicial action, arbitration or other proceeding arising out of any failure or alleged failure to comply with the Declaration, the Architectural Committee or Owner who desires to initiate such action ("Complaining Party") shall make a good faith attempt to mediate the dispute pursuant to pursuant to this Section 8.2. The Complaining Party shall send to the other party ("Responding Party"), a written notice ("Mediation Notice") setting forth the nature of the dispute, the facts giving rise to its claim and its desire to mediate. Should a party commence a judicial action, arbitration, or other proceeding without first delivering a Mediation Notice, the Responding Party shall be entitled to stay the action and request a Mediation Notice from the Complaining Party. The Mediation Notice shall nominate a neutral mediator. The Complaining Party shall pay any fee to initiate mediation; however the cost of mediation, including any attorneys' fees, shall ultimately be borne as determined by the parties if the mediation results in a settlement of the dispute. If the Responding Party does not agree with the complaining Party's proposed mediator, the parties shall request that the American Arbitration Association select a neutral mediator from its panel within twenty (20) days after the Responding Party's receipt of the Mediation Notice. Within thirty (30) days after a mediator is chosen, the parties shall schedule and attend a mediation session and make a good faith effort to resolve their dispute.

2000 0347104

8.3 Arbitration. If the mediation session does not resolve the dispute or if the Responding Party refuses to attend, the dispute shall be submitted to, and conclusively determined by, binding arbitration in accordance with Sections 8.4, except that either party may seek injunctive or other provisional or equitable relief in order to preserve the status quo pending arbitration of the dispute. A person filing of an action seeking such injunctive, equitable or other provisional relief shall not be construed as a waiver of such person's arbitration rights.

8.4 Arbitration Procedure. The following shall apply to any arbitration hereunder:

8.4(a) Selection of Arbitrators. The arbitrator(s) shall be selected and the arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

8.4(b) Location. The arbitration shall be conducted in San Luis Obispo County, California.

8.4(c) Submissions. The parties shall submit to the arbitrator all written, documentary, or other evidence and oral testimony as is reasonably necessary for a proper resolution of the dispute. Copies of all written submittals shall be provided to the arbitrator(s) and all parties. The arbitrator(s) shall conduct such hearings as (s)he/they consider necessary and may require the submission of briefs or points and authorities. The Arbitrators may also submit written questions to the parties. The parties shall promptly respond to such questions in writing. If a question is addressed to fewer than all parties, copies of the question and the answer thereto shall be served on all other parties.

8.4(d) Evidence. At the arbitration hearing, any relevant evidence may be presented by any party and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded at the sole discretion of the arbitrator(s).

8.4(e) Certain Purchases. Except as provided above, the arbitration procedures and rules set forth in the California Code of Civil Procedure, Sections 1282-1294.2 shall apply.

8.4(f) Time Limit. The arbitration shall proceed with due dispatch and a decision shall be rendered within sixty (60) days after appointment of the arbitrator(s). The arbitrator(s)' decision shall be in writing and in a form sufficient for entry of a judgment in any court of competent jurisdiction.

8.4(g) Remedies. The arbitrator(s) shall be authorized to provide all recognized remedies available in law or equity for any cause of action that is the basis of any such arbitration. In no event shall the arbitrator(s)' award include any component for punitive or exemplary damages.

8.4(h) Costs and Fees. The prevailing party, as determined by the arbitrator(s) shall be entitled to recover from the unsuccessful party all costs and expenses (including reasonable attorneys' fees) incurred in connection with the arbitration or any injunctive or provisional relief.

8.4(i) Enforcement. If a party commences court action to enforce an arbitration award, the prevailing party in such enforcement action shall be entitled to recover its costs and attorneys' fees incurred therein.

ARTICLE 9
GENERAL PROVISIONS

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

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

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

9.4 Violations as Nuisance. Every act or omission in violation of the provisions of the Declaration shall constitute a nuisance and, in addition to all other remedies set forth, may be abated or enjoined by an Owner.

9.5 No Discriminatory Restrictions. No Owner shall execute or cause to be recorded any instrument that imposes a restriction upon the sale, leasing or occupancy of its, his or her Lot on the basis of race, sex, marital status, national ancestry, color, or religion.

9.6 Liberal Constructions. The provisions of the Declaration should be liberally construed to effectuate its purpose. Failure to enforce any provision of the Declaration shall not constitute a waiver of the right to enforce the provisions thereafter.

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

9.8 Binding Effect. The Declaration shall inure to the benefit of and be binding on the representatives, grantees, tenants, lessees, sub-lessees, successors and assigns of Declarant, and the heirs, administrators, executors, representatives, grantees, tenants, lessees, sub-lessees, successors, and assigns of the Owners.

9.9 No Fixed Term. The Declaration shall continue in full force and effect until the Declaration is revoked pursuant to Article 7.

9.10 No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant, or their agents or employees, in

connection with the Project, any Lot, its physical condition, zoning, compliance with applicable Laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a Standard Subdivision except as specifically and expressly set forth in the Declaration and except as may be set forth in the Final Subdivision Public Report.

Declarant have executed this instrument as of the 31 day of May, 2000.

WALTER H. LEIMERT CO.,
a California corporation

By: _____
Walter H. Leimert, Jr., President

CAMBRIA WEST, a joint venture composed of Cambria Properties Limited, a limited partnership, and WALTER H. LEIMERT COMPANY, a California corporation also known as WALTER H. LEIMERT CO., a California corporation

By: CAMBRIA PROPERTIES LIMITED,
a limited partnership

By: _____
Michael J. West, general partner

By: WALTER H. LEIMERT COMPANY
a California corporation

By: _____
Walter H. Leimert, Jr., President

2000 0347047

ACKNOWLEDGMENT
STATE OF CALIFORNIA

)SS.

COUNTY OF Orange

On May 27, 2000 before me, David Bird, a Notary Public in and for said County and State, personally appeared Michael T. West 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.

(Seal)
Signature of Notary

DAVID BIRD
COMM..1154847
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. Sept. 8, 2001

ACKNOWLEDGMENT
STATE OF CALIFORNIA

)SS.

COUNTY OF Los Angeles

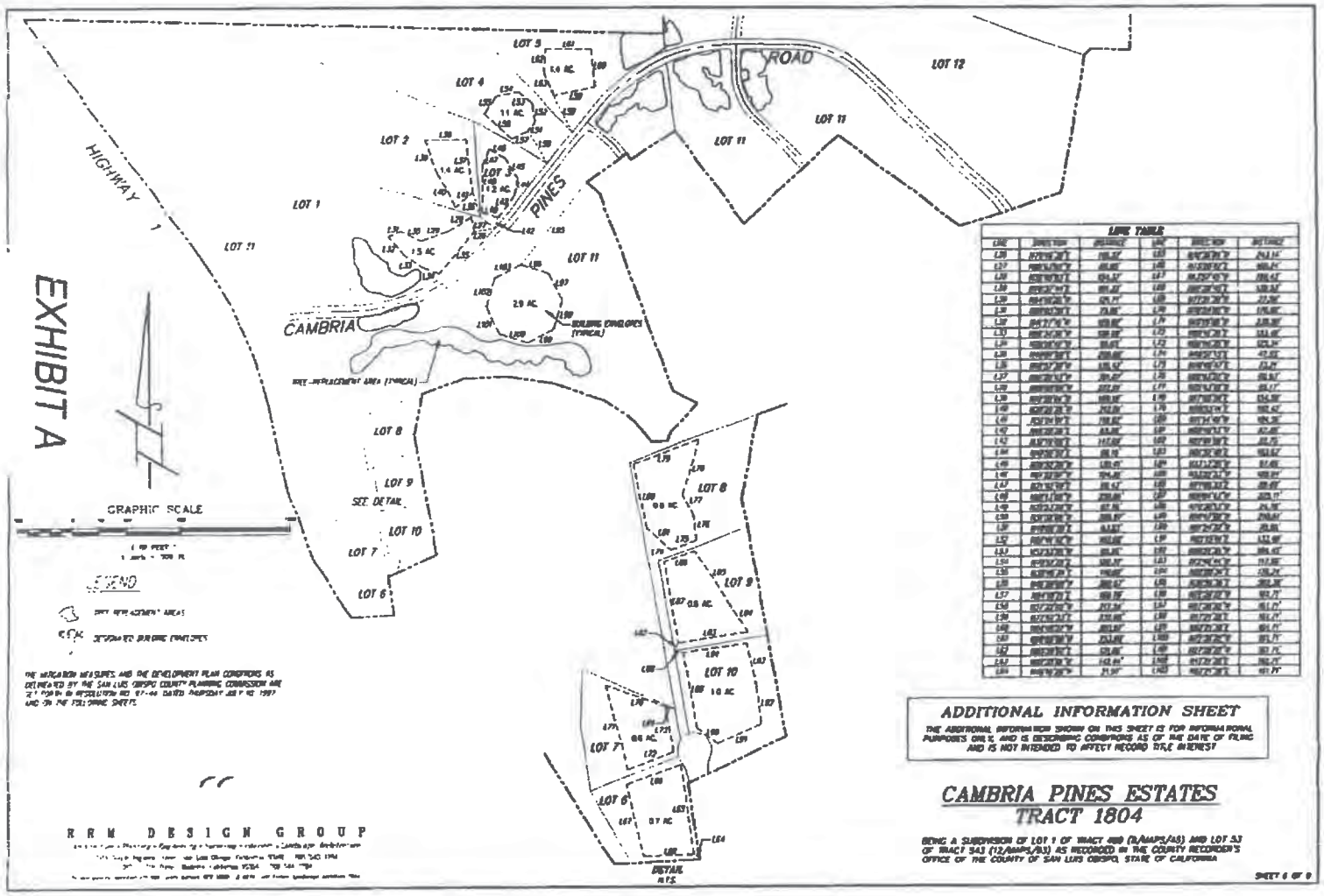
On May 31, 2000 before me, Laurie Lopp, a Notary Public in and for said County and State, personally appeared Walter H. Leimert, Jr personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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.

(Seal)
Signature of Notary

LAURIE LOPP
Commission # 1117427
Notary Public — California
Los Angeles County
My Comm. Expires Nov. 24, 2000

EXHIBIT A



LINE TABLE					
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L3	N88°16'00"E	80.00'	L4	N15°33'00"E	100.24'
L5	N28°16'00"E	124.32'	L6	N4.29'00"W	198.42'
L7	N88°16'00"E	80.00'	L8	N88°16'00"E	120.32'
L9	N84°16'00"E	125.77'	L10	N17°06'30"E	22.00'
L11	N88°16'00"E	73.00'	L12	N88°16'00"E	170.00'
L13	N57°17'00"E	100.00'	L14	N88°16'00"E	120.00'
L15	N88°16'00"E	100.00'	L16	N88°16'00"E	111.00'
L17	N88°16'00"E	80.00'	L18	N88°16'00"E	125.00'
L19	N88°16'00"E	200.00'	L20	N88°16'00"E	47.00'
L21	N88°16'00"E	100.42'	L22	N88°16'00"E	13.00'
L23	N88°16'00"E	30.00'	L24	N88°16'00"E	30.00'
L25	N88°16'00"E	100.00'	L26	N88°16'00"E	80.17'
L27	N88°16'00"E	100.00'	L28	N88°16'00"E	134.00'
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L33	N88°16'00"E	100.00'	L34	N88°16'00"E	80.00'
L35	N88°16'00"E	80.00'	L36	N88°16'00"E	80.00'
L37	N88°16'00"E	140.00'	L38	N88°16'00"E	80.75'
L39	N88°16'00"E	80.00'	L40	N88°16'00"E	100.42'
L41	N88°16'00"E	120.00'	L42	N88°16'00"E	80.00'
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L45	N88°16'00"E	194.00'	L46	N12°32'00"E	100.00'
L47	N21°51'00"E	80.42'	L48	N17°06'30"E	80.00'
L49	N88°16'00"E	200.00'	L50	N88°16'00"E	100.17'
L51	N88°16'00"E	80.00'	L52	N88°16'00"E	80.00'
L53	N88°16'00"E	200.00'	L54	N88°16'00"E	170.00'
L55	N88°16'00"E	80.42'	L56	N88°16'00"E	122.00'
L57	N88°16'00"E	100.00'	L58	N88°16'00"E	100.00'
L59	N88°16'00"E	100.00'	L60	N88°16'00"E	100.00'
L61	N88°16'00"E	100.00'	L62	N88°16'00"E	100.00'
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L75	N88°16'00"E	100.00'	L76	N88°16'00"E	100.00'
L77	N88°16'00"E	100.00'	L78	N88°16'00"E	100.00'
L79	N88°16'00"E	100.00'	L80	N88°16'00"E	100.00'
L81	N88°16'00"E	100.00'	L82	N88°16'00"E	100.00'
L83	N88°16'00"E	100.00'	L84	N88°16'00"E	100.00'

ADDITIONAL INFORMATION SHEET

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES ONLY, AND IS DESCRIPTIVE CONDITIONS AS OF THE DATE OF FILING AND IS NOT INTENDED TO AFFECT RECORD TITLE OWNERSHIP

CAMBRIA PINES ESTATES
TRACT 1804

BEING A SUBDIVISION OF LOT 1 OF TRACT 488 (9/MAPS/45) AND LOT 53 OF TRACT 543 (12/MAPS/83) AS RECORDED IN THE COUNTY RECORDER'S OFFICE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

SHEET 6 OF 9

R R M DESIGN GROUP

EXHIBIT A

LINE TABLE

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L104	[illegible]	[illegible]	L137	[illegible]	[illegible]
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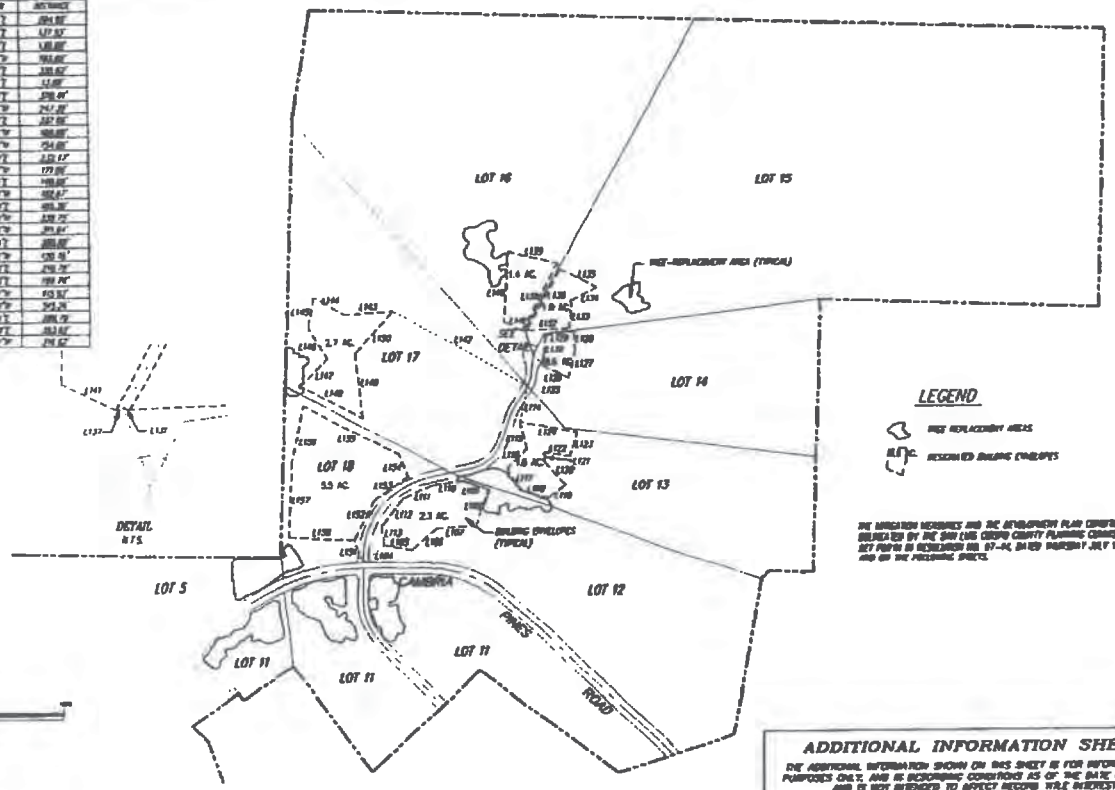


GRAPHIC SCALE

(IN FEET)

LEGEND

WET REPLACEMENT AREAS

RESERVED BUILDING ENVELOPES

THE IMPLEMENTATION MEASURES AND THE DEVELOPMENT PLAN CONDITIONS AS ENUMERATED BY THE SAN LUIS OBISPO COUNTY PLANNING COMMISSION ARE SET FORTH IN RESOLUTION NO. 97-[illegible] DATED THURSDAY, JULY 10, 1997 AND ON THE FOLLOWING SHEETS.

ADDITIONAL INFORMATION SHEET

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES ONLY, AND IS BECOMING CONDITIONS AS OF THE DATE OF FILING AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST

CAMBRIA PINES ESTATES
TRACT 1804

BEING A SUBDIVISION OF LOT 1 OF TRACT 483 (8/AMPS/43) AND LOT 53 OF TRACT 343 (12/AMPS/83) AS RECORDED IN THE COUNTY RECORDER'S OFFICE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

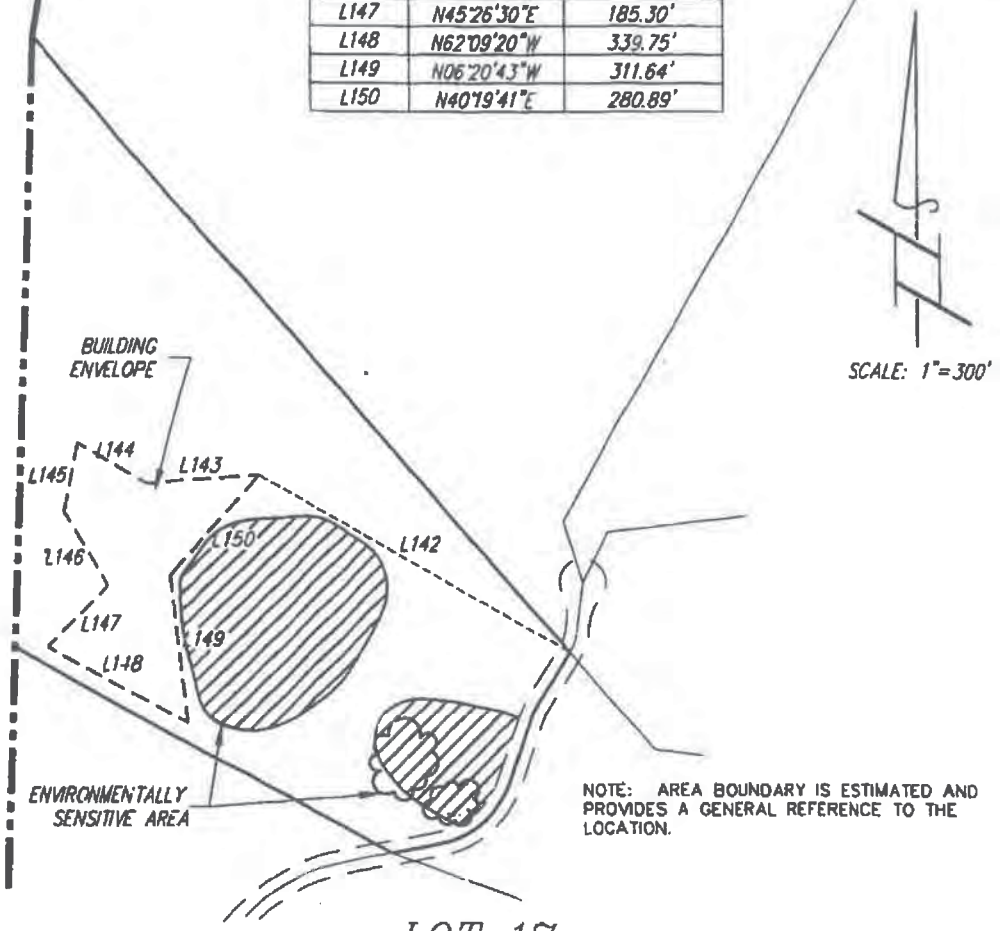
SHEET 7 OF 9

RRM DESIGN GROUP

[illegible]

EXHIBIT B

L142	N60°19'09"W	754.66'
L143	N85°44'59"E	232.17'
L144	N60°14'37"W	171.00'
L145	N11°25'09"E	149.00'
L146	N30°52'53"W	182.67'
L147	N45°26'30"E	185.30'
L148	N62°09'20"W	339.75'
L149	N06°20'43"W	311.64'
L150	N40°19'41"E	280.89'



NOTE: AREA BOUNDARY IS ESTIMATED AND PROVIDES A GENERAL REFERENCE TO THE LOCATION.

LOT 17

ENVIROMENTALLY SENSITIVE AREA

R R M DESIGN GROUP

Architecture · Planning · Engineering · Surveying · Interiors · Landscape Architecture

3701 South Higuera Street, San Luis Obispo, California 93401 805/543-1794

131 - South 2nd Street, Oakdale, California 95361 209/844-1794

Vic Montgomery, Architect C011380 · Jerry Michael, RCE 35886, LS 6276 · Jeff Parker, Landscape Architect 2844

EXHIBIT B

L114	N13°38'07"E	176.68'
L115	N12°32'19"W	140.49'
L116	N43°07'24"E	133.86'
L117	N33°08'51"W	126.32'
L118	N72°48'09"W	134.17'
L119	N50°46'27"E	106.67'
L120	N42°58'57"W	154.99'
L121	N03°28'31"E	42.36'
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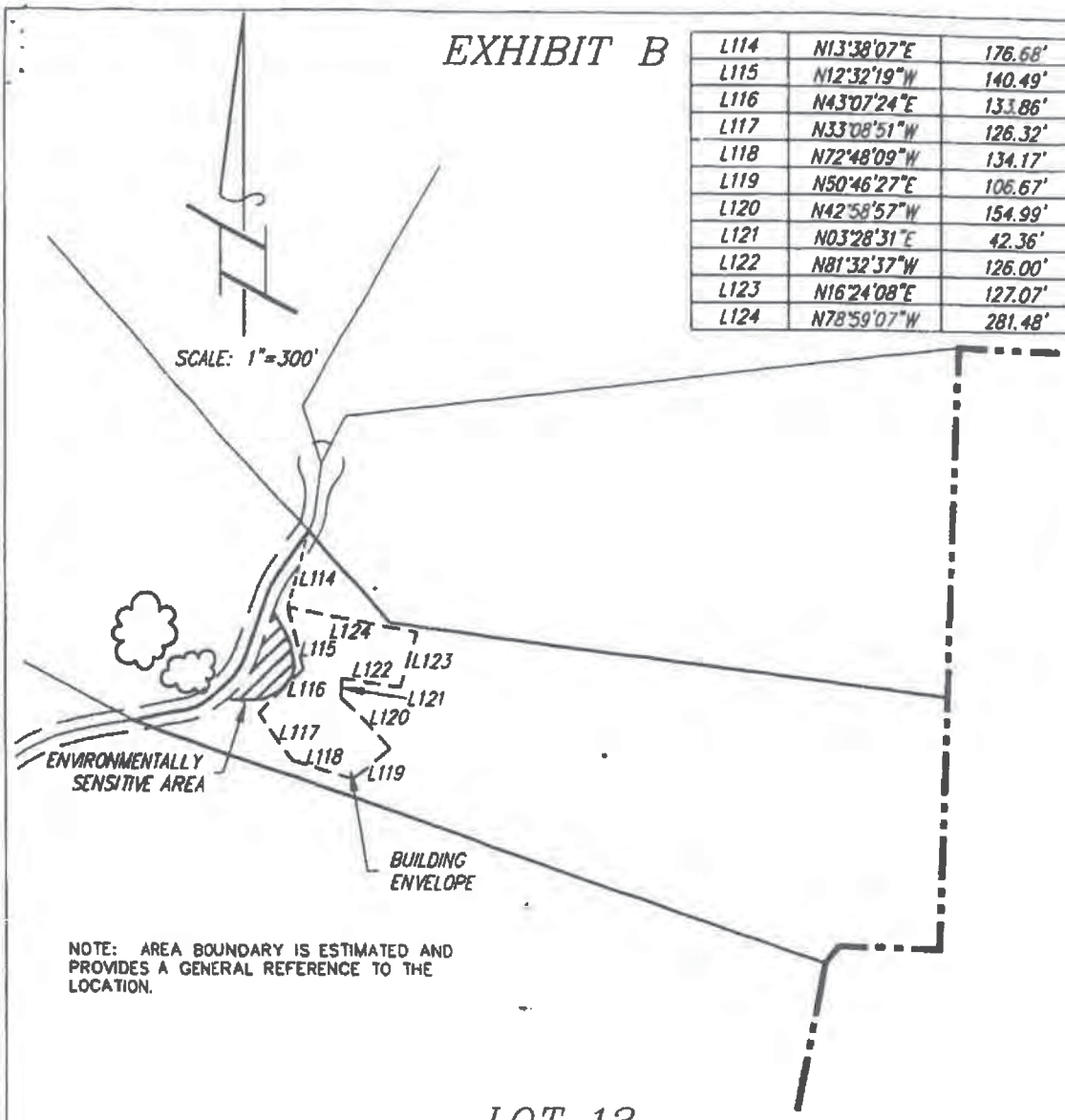
L124	N78°59'07"W	281.48'



NOTE: AREA BOUNDARY IS ESTIMATED AND PROVIDES A GENERAL REFERENCE TO THE LOCATION.

LOT 13

ENVIRONMENTALLY SENSITIVE AREA

R R M D E S I G N G R O U P

Architecture · Planning · Engineering · Surveying · Interiors · Landscape Architecture

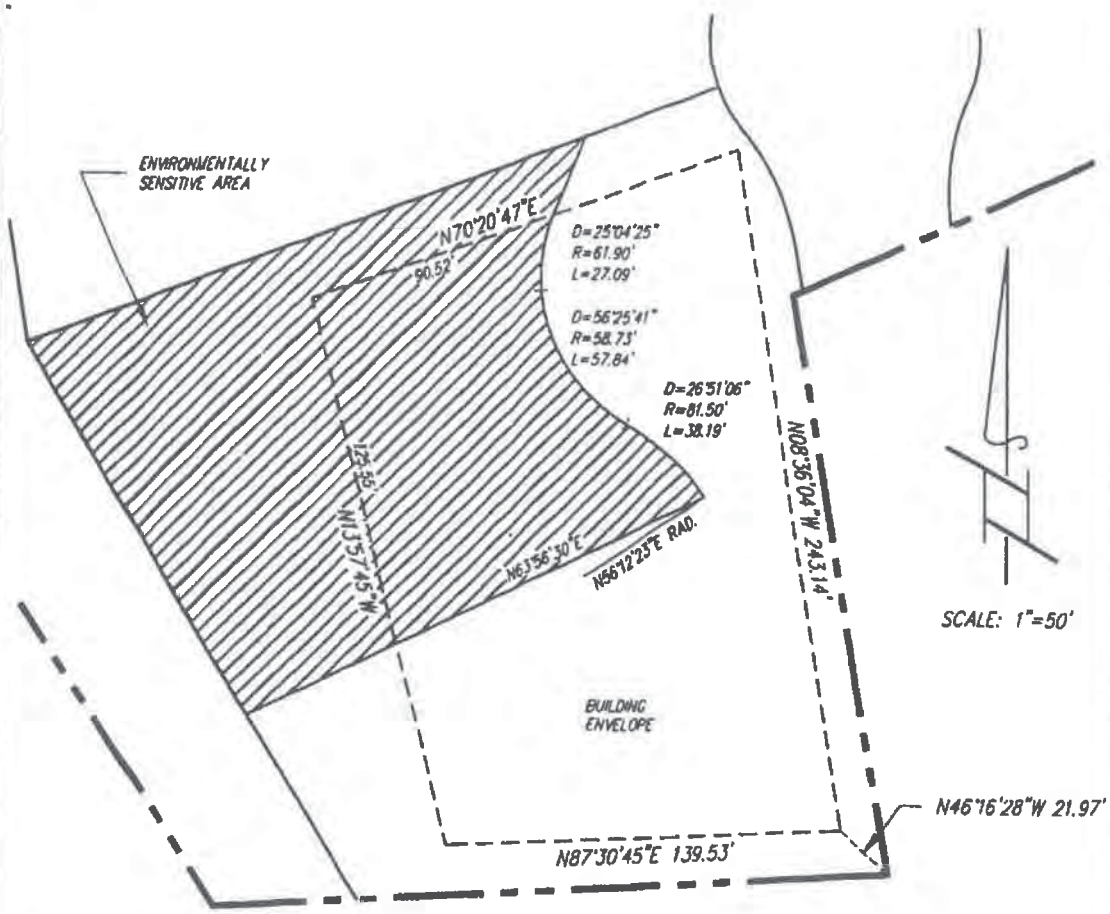
3701 South Higuera Street, San Luis Obispo, California 93401 805/543-1794

131 - South 2nd Street, Oakdale, California 95361 209/544-1794

Mc Montgomery, Architect C011080 · Jerry Michael, RCE [illegible], LS [illegible] · Jeff Barber, Landscape Architect 2844

2000 0 0 3 4 1 0 4

EXHIBIT C



NOTE:
--THIS AREA SHALL BE PRESERVED IN ITS EXISTING CONDITION. SPECIAL CONSIDERATION IS REQUIRED FOR THE AREA THAT FALLS WITHIN THE BUILDING ENVELOPE. SEE THE FINAL MAP AND LOT OWNER'S MANUAL FOR DETAILED INFORMATION.
- DURING CONSTRUCTION ESA BOUNDARY INFORMATION SHALL BE PLOTTED BY THE SURVEY INFORMATION PROVIDED.

LOT 6

ENVIRONMENTALLY SENSITVE AREA

R R M D E S I G N G R O U P

Architecture · Planning · Engineering · Surveying · Interiors · Landscape Architecture

3701 South Higuera Street, San Luis Obispo, California 93401 805/543-1794

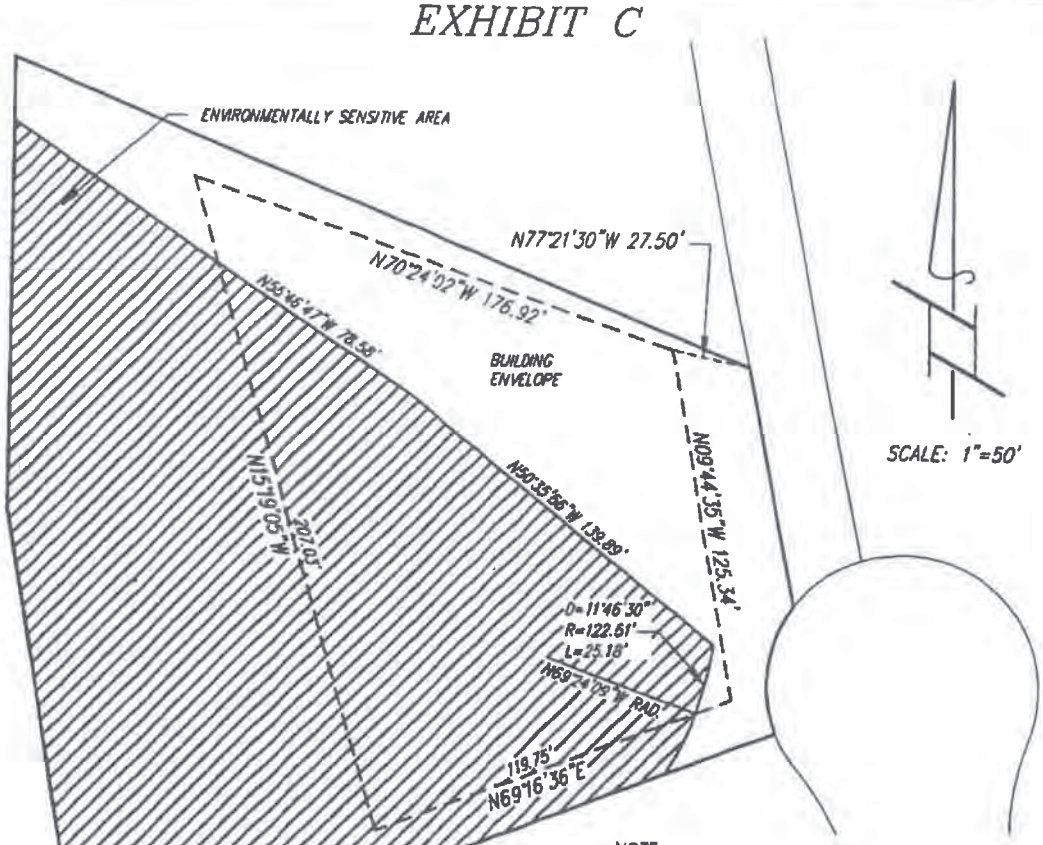
131 - South 2nd Street, Oakdale, California 95361 209/544-1794

Vic Montgomery, Architect C011080 · Jerry Michael RCE 35805, LS 6878 · Jeff Parker, Landscape Architect 2844

2000

0347104

EXHIBIT C



NOTE:
- THIS AREA SHALL BE PRESERVED IN ITS EXISTING CONDITION. SPECIAL CONSIDERATION IS REQUIRED FOR THE AREA THAT FALLS WITHIN THE BUILDING ENVELOPE. SEE THE FINAL MAP AND LOT OWNER'S MANUAL FOR DETAILED INFORMATION.
- DURING CONSTRUCTION ESA BOUNDARY INFORMATION SHALL BE PLOTTED BY THE SURVEY INFORMATION PROVIDED.

LOT 7

ENVIRONMENTALLY SENSITIVE AREA

R R M D E S I G N G R O U P

Architecture · Planning · Engineering · Surveying · Interiors · Landscape Architecture

3701 South Higuera Street, San Luis Obispo, California 93401 805/543-1794

131 - South 2nd Street, Oakdale, California 95361 209/544-1794

Vic Montgomery, Architect C011080 - Jerry Michael RCE 20868, LS 4276 - Jeff Parker, Landscape Architect 2844

END OF DOCUMENT

5035913 000000.00CA
5035913 000000.00 REC

DOC. NO. 1216
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL.
JAN 13 1975
WILLIAM E. ZIMARIK
COUNTY RECORDER
TIME 4 00 PM

18 F-6

IN THE BOARD OF SUPERVISORS

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: CO. CLERK

COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Mon day December 16, 19 74

PRESENT: Supervisors Elston L. Kidwell, Kurt P. Kupper, Howard D. Mankins Richard J. Krejsa, and Chairman Hans Heilmann

ABSENT: None

In the Matter of Agreement regarding Property for a Golf Course in Cambria:

The Agreement between the County, Walter H. Leimert, and Phelan Land and Cattle Company, regarding property for a Golf Course in Cambria discussed. Supervisor Kidwell goes over the history of the project. He states that this project was given first priority several years ago by the Board and the money for the project has been set aside over a period of five years from Bed-Tax funds. Jim Neal appears in favor of the project. W. K. Atkinson appears and states he feels the project is necessary for the area. Walter Cole appears on this matter. Lonnie Price appears in favor of the project and presents a letter from the San Simeon Chamber of Commerce, and upon motion of Supervisor Kidwell, seconded by Supervisor Krejsa, and unanimously carried, said letter received for the files. Buford Rhodes appears in favor of the project. Joyce Peterson, League of Women Voters appears and presents a statement from the League on this matter, and upon motion of Supervisor Kidwell, seconded by Supervisor Krejsa, and unanimously carried, said statement received for the files. Jane Smithers appears on this matter. Elliot Avery appears on this matter. Evelyn Delaney appears in opposition to the project. Dr. Arthur Wirshup appears on this matter. R. A. Landley questions

1216

BK. 1813 PG. 691

JAN. 13, 1975

IN THE BOARD OF SUPERVISORS

COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

_____ day _____, 19____

PRESENT: Supervisors

ABSENT:

development in the area. Mrs. A. Harrington appears on this matter. Donald Smith appears in favor of the project. Bruce Bailey appears on this matter. Dan Miller comments on the proposed agreement. D. Chamberlin appears in favor of the project. Eve Lapis appears in favor of the project. Matter brought back to the Board for discussion. Thereafter, upon motion of Supervisor Kidwell, seconded by Supervisor Mankins, and on the following roll call vote, to-wit:

AYES: Supervisors Kidwell, Mankins, Chairman Heilmann

NOES: Supervisors Kupper, Krejsa

ABSENT: None

the Board approves the agreement as submitted, with the safeguards as explained by the District Attorney's Office, and the Board authorizes a survey to be made by the County Engineer to be paid from the Capital Improvement Fund and the Board refers this item to the Capital Improvement Committee for a report and recommendation back to the Board for their consideration.

1216

cc: Admin.
D.A.
Co. Engr.
Capital Improvement Committee
Auditor
Planning
Leimert

12-19-74 drm

STATE OF CALIFORNIA,
County of San Luis Obispo, } ss.

I, MISBETH WOLLAM, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this 19 day of December, 19 74.

(SEAL)

MISBETH WOLLAM
County Clerk and Ex-Officio Clerk of the Board of Supervisors

By Diane R. Nacelbur
Deputy Clerk.

CD-43

AGREEMENT

THIS AGREEMENT made this 16 day of December, 1974, by and between the COUNTY OF SAN LUIS OBISPO, hereinafter referred to as "COUNTY", and PHELAN LAND AND CATTLE COMPANY, a corporation, hereinafter referred to as "PHELAN", and WALTER H. LEIMERT CO., a California corporation, and CAMBRIA WEST, a Joint Venture, composed of Cambria Properties Limited, a limited partnership and Walter H. Leimert Company, a California corporation, hereinafter referred to as "LEIMERT"; jointly being hereinafter referred to as "OWNERS";

WITNESSETH:

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

I

PROPOSAL

COUNTY proposes to build, maintain and operate a public golf course, hereinafter referred to as "GOLF COURSE", on lands generally located on Lots 1 and 2 of Tract 480; the South West 1/4 of the South East 1/4 of Section 15, T27S, R8E; and an unsubdivided portion of Rancho Santa Rosa; north of Weymouth Street, East of State Highway 1 and West of the Cambria Cemetery, North of the Community of Cambria, California The general area proposed for said GOLF COURSE is shown on Exhibit "A" attached hereto and incorporated herein by this reference as if copied in its entirety.

F-6
12-16-74

The area outlined in RED on Exhibit "A" is the portion of the property owned by PHELAN which is required for use for said GOLF COURSE. The balance of the property needed for said GOLF COURSE is owned by Walter H. Leimert Co., a California corporation & Cambria West, a Joint Venture composed of Cambria Properties Limited, a limited partnership, and Walter H. Leimert Company, a California corporation and is outlined in GREEN on Exhibit "A".

II

RESPONSIBILITIES OF COUNTY

1. Upon execution of this Agreement by all parties, COUNTY will proceed with steps necessary to obtain the funding required in order to build the GOLF COURSE by making a good faith application to obtain such funding and pursuing the same diligently. This provision, however, shall impose no duty on COUNTY to expend funds on construction until the deeds described in paragraph III are accepted and recorded; however, COUNTY shall have the right to enter upon the property, including right of access thereto from adjacent properties of OWNERS upon execution of this Agreement for purposes of surveys, soil tests and similar studies at the sole expense of COUNTY.

2. Upon obtaining the necessary funding and title to the property, the COUNTY will proceed with construction of said GOLF COURSE.

III

RESPONSIBILITIES OF OWNERS

1. Upon execution of this Agreement, PHELAN will execute a Deed of Gift, by quitclaiming to COUNTY, conveying that por-

VOL 1813 PAGE 694

tion of its property outlined in RED on Exhibit "A", containing thirty-three (33) acres, more or less.

2. Upon execution of this Agreement, LEIMERT will execute a Deed of Gift, by quitclaiming to COUNTY, conveying that portion of its property outlined in GREEN on Exhibit "A", containing one hundred twenty-seven (127) acres, more or less.

3. Both deeds will be deposited with COUNTY, such deposit being conditioned on the conditions of this Agreement; provided, however, that COUNTY agrees not to record the deeds until all conditions prerequisite to recording have been met in the judgment of COUNTY and until OWNERS have agreed in writing to such recording.

Specifically, the conditions prerequisite to recording are the approval of OWNERS' development plans, as provided in paragraphs IV, V and VI hereof, and the securing by COUNTY of funds to construct such golf course.

4. It is understood between the parties that if COUNTY has determined that the conditions have been met and if OWNERS disagree, COUNTY shall have the right to retain the deeds and institute an action for declaratory relief or other appropriate legal action, to seek a court order authorizing the recordation of the deeds, COUNTY having no obligation to return the deeds unless it be unsuccessful in the action. In any such action, the parties agree that the prevailing party shall be entitled to attorney's fees and costs.

5. OWNERS shall not be obligated to execute the described deeds until a survey of the property shall have been made by a

licensed surveyor at COUNTY expense and proper legal descriptions of the areas to be conveyed by them shall have been prepared by said licensed surveyor, supplied to OWNERS by COUNTY and approved by OWNERS.

6. OWNERS agree to maintain the property described in the deeds free and clear of all encumbrances, except those existing at the time of execution of the deeds, until said deeds are recorded in accordance with this Agreement.

7. OWNERS further agree that they will clear the property to be conveyed to COUNTY of all encumbrances prior to COUNTY's recording of the deeds. Failure to clear the title within a reasonable period of time not in excess of six (6) months after OWNERS have agreed to recording or a court has issued an order authorizing such recording shall constitute a breach of this Agreement, for which OWNERS shall be liable in damages and to which the right of specific performance shall apply.

IV

MOTIVATION OF OWNERS

It is understood between the parties that OWNERS' sole motivation in making the gifts provided for herein is to have the GOLF COURSE herein described actually built as hereinafter specified and that OWNERS' property, adjacent to said GOLF COURSE and delineated on Exhibit "A", attached hereto and incorporated herein by this reference as if copied in its entirety, be completely approved for subdivision purposes by all required public agencies, with the allied uses substantially as marked and outlined on Exhibit "A" hereof.

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V

DEVELOPMENT APPROVAL REQUIRED

1. COUNTY agrees that it now appears that OWNERS' adjacent lands, delineated on Exhibit "A" are proper and suitable for the subdivision purposes and allied uses indicated on said Exhibit "A". COUNTY further recognizes and agrees that the uses outlined on Exhibit "A" for LEIMERT lands are likewise appropriate for PHELAN lands even though the uses on the PHELAN lands are not specifically outlined.

2. It is understood between the parties that COUNTY makes no representation that approval for the indicated development will be obtained from COUNTY or any other public agency involved. The parties recognize that public hearings must be held and discretionary decisions made by COUNTY and other public agencies before such development can stand approved and that this Agreement cannot and does not commit COUNTY or any other public agency whose approval may be required, to approve such proposed development or any part thereof.

3. It is further understood between the parties that should OWNERS fail to obtain the necessary approvals for the proposed development, including securing all necessary approvals and permits for substantially the same uses as marked and outlined in Exhibit "A" hereof, their sole remedy shall be the termination of this Agreement and re-delivery of the deeds.

VI

PURSUIT OF DEVELOPMENT APPROVAL

PHELAN and LEIMERT do hereby covenant to promptly institute and reasonably pursue all requests for approval

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which may be required, including, but not limited to, Environmental Impact Reports, Specific Plans, Subdivisions, Rezonings, Approval by the South Central Coast Regional Commission pursuant to the Coastal Zone Conservation Act and any other public approvals which may be required in order to enable them to legally proceed with the development they propose on their properties, as delineated on Exhibit "A". They will do this to enable COUNTY to know, at the earliest possible date whether such approval can be obtained. Failure of PHELAN or LEIMERT to promptly institute and reasonably pursue such approvals will constitute waiver of OWNERS' right to the condition set forth in paragraph III, subparagraph 3. The sole penalty for the failure of either or both OWNERS to implement development plans as set forth above is such waiver of the condition set forth in paragraph III, subparagraph 3. It is recognized, however, that any such development would take place in increments and that neither OWNER shall be required to subdivide its entire property immediately; however, each OWNER is required, after execution of this agreement, to proceed reasonably with an environmental impact report, a specific plan of the OWNER's entire property, any approval necessary by the regional commission described above and with any zoning request OWNER feels is necessary for either OWNER's entire development or any portion thereof.

1216

VII

CONSTRUCTION OF GOLF COURSE

The parties agree that COUNTY will commence construction of GOLF COURSE after approvals described in Paragraph VI have

been obtained and the deeds have been recorded pursuant to Paragraph III and that said construction shall be completed not later than two years after the date of recordation of said deeds.

VIII

GOLF COURSE ROADS

As an integral part of its construction of GOLF COURSE, COUNTY agrees to construct and maintain as COUNTY roads those roads through and along GOLF COURSE, designated on Exhibit "A", attached hereto and incorporated herein by this reference as if copied in its entirety. Said roads will be constructed to a standard necessary to adequately provide proper access for any traffic generated within the subdivision area delineated on Exhibit "A". Said construction shall include street work, utilities and drainage facilities. COUNTY agrees that no additional requirements to upgrade, maintain or realign these roads through or along GOLF COURSE shall be required of OWNERS or their successors.

IX

EASEMENTS

COUNTY agrees to provide OWNERS or their successors, such easements through GOLF COURSE as are necessary for development of the property delineated on Exhibit "A", including, but not limited to, easements for sewer facilities, drainage, water and vehicular facilities. COUNTY further agrees to provide for and accept any runoff waters from upstream sources.

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X

REVERSIONARY PROVISIONS OF DEEDS

It is agreed between the parties that the deeds described herein shall contain reversionary clauses which will provide that the property described therein shall revert to the grantors thereof upon failure of COUNTY, or any public entity succeeding to COUNTY's interest in said property, to meet any of the following conditions:

1. GOLF COURSE shall be completed and promptly opened for use within two (2) years of recordation of the deeds.

2. GOLF COURSE shall be owned continually by COUNTY or another public entity. No part of GOLF COURSE may be transferred to any public entity without written approval of OWNERS or their successors.

3. GOLF COURSE shall be operated on a continuous basis, allowing for reasonable closed periods for purposes of repair and maintenance, as a public golf course meeting COUNTY's rules and regulations for public golf courses.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

COUNTY OF SAN LUIS OBISPO

By: Hans Heckinger
Chairman of the Board of Supervisors
of the County of San Luis Obispo,
State of California

ATTEST:

Marilyn Wolcam
County Clerk and Ex-Officio
Clerk of the Board of Supervisors
County of San Luis Obispo, State
of California

VOL 1813 PAGE 700

OWNERS:

PHELAN LAND AND CATTLE COMPANY

By: _____
President

By: _____
Secretary

WALTER H. LEIMERT CO.

By: _____
President

By: _____
~~Secretary~~ Assistant Treasurer

CAMBRIA WEST, a Joint Venture

By: CAMBRIA PROPERTIES LIMITED,
a limited partnership

By: _____
Michael West,
General Partner

APPROVED AS TO FORM
AND LEGAL EFFECT.
Dec 11, 1974
ROBERT N. TAIT
District Attorney
San Luis Obispo County
By: _____
Deputy District Attorney

ACKNOWLEDGEMENTS

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

On this 31st day of December, 1974, before me, the undersigned Notary Public, personally appeared HANS HEILMANN and MISBETH WOLLAM, known to me to be the Chairman and Clerk, respectively, of the Board of Supervisors of the County of San Luis Obispo, State of California, and known to me to be the persons who executed the within instrument on behalf of the County therein named, and acknowledged to me that such County executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
PATRICIA J. RESTIVO
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SAN LUIS OBISPO COUNTY
My Commission Expires March 29, 1975
1009 MONTEREY SAN LUIS OBISPO, CA. 93401

Patricia J. Restivo
Notary Public in and for Said County and State

My commission expires _____

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

On this 10th day of December, 1974, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ernest Vollmer, Jr., known to me to be the President, and Leo A. Nock, known to me to be the Secretary of the Corporation that executed the within instrument, and

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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Charles E. Ogle

Notary Public in and for said County and State

CHARLES E. OGLE
NOTARY PUBLIC
SAN LUIS OBISPO COUNTY
CALIFORNIA
My Commission Expires Nov. 18, 1977

My commission expires 11-18-1977

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss

On this 5th day of November, 1974, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Walter H. Leimert, Jr., known to me to be the President, and Alice M. Bacon, known to me to be the ~~Secretary~~ Assistant Treasurer of the Corporation that executed the within instrument, and 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.

9121

F.6

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
JO ANNE DUPZYK
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Aug. 29, 197

[SEAL]

Jo Anne Dupzyk
Notary Public in and for Said County and State

My commission expires August 29, 1976

STATE OF CALIFORNIA)
: ss
COUNTY OF Los Angeles)

On this 6th day of November, 1974, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, Michael West, known to me to be the general partner of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

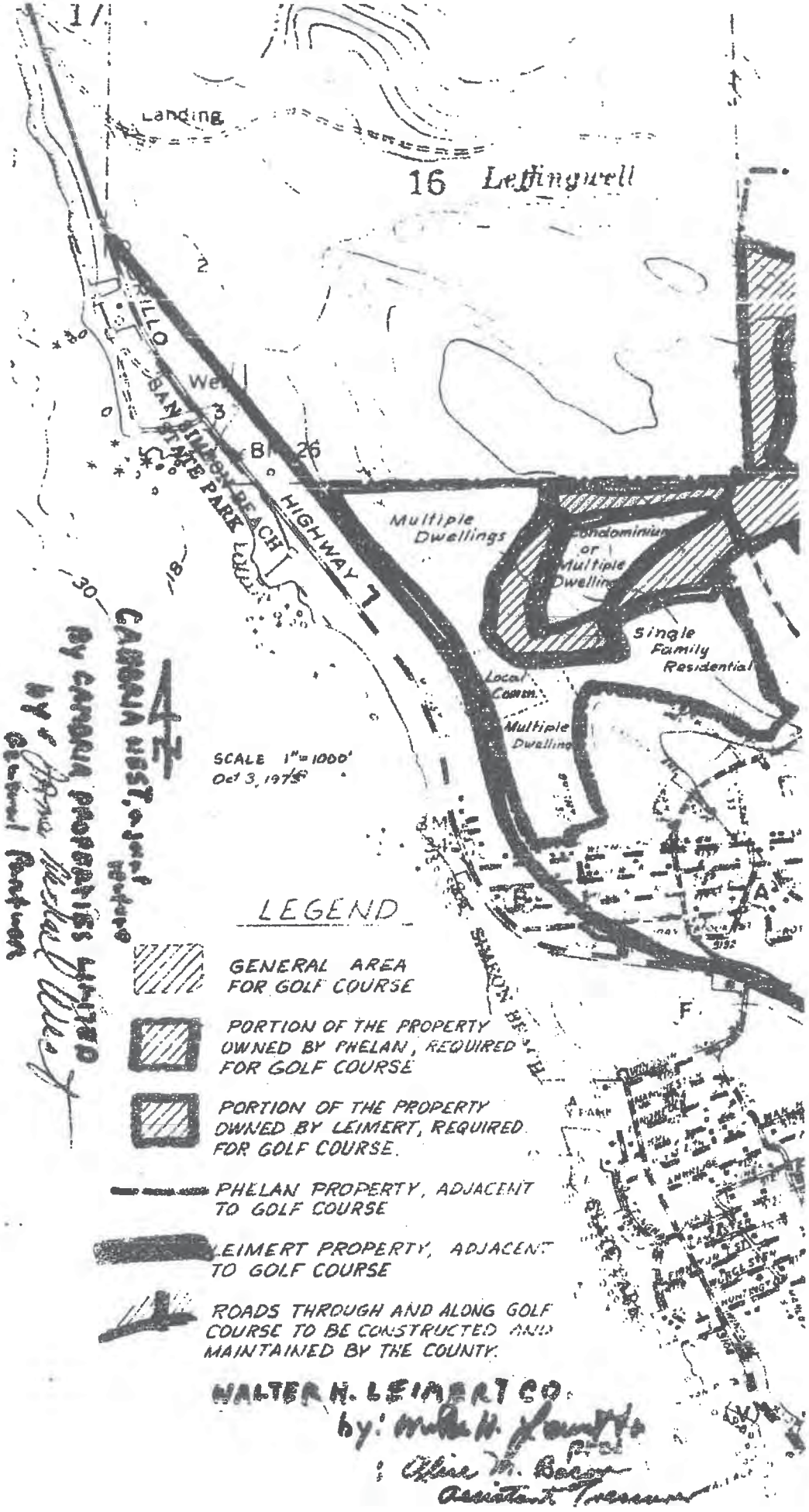
Alice M. Bacon
Notary Public in and for Said County and State
Alice M. Bacon

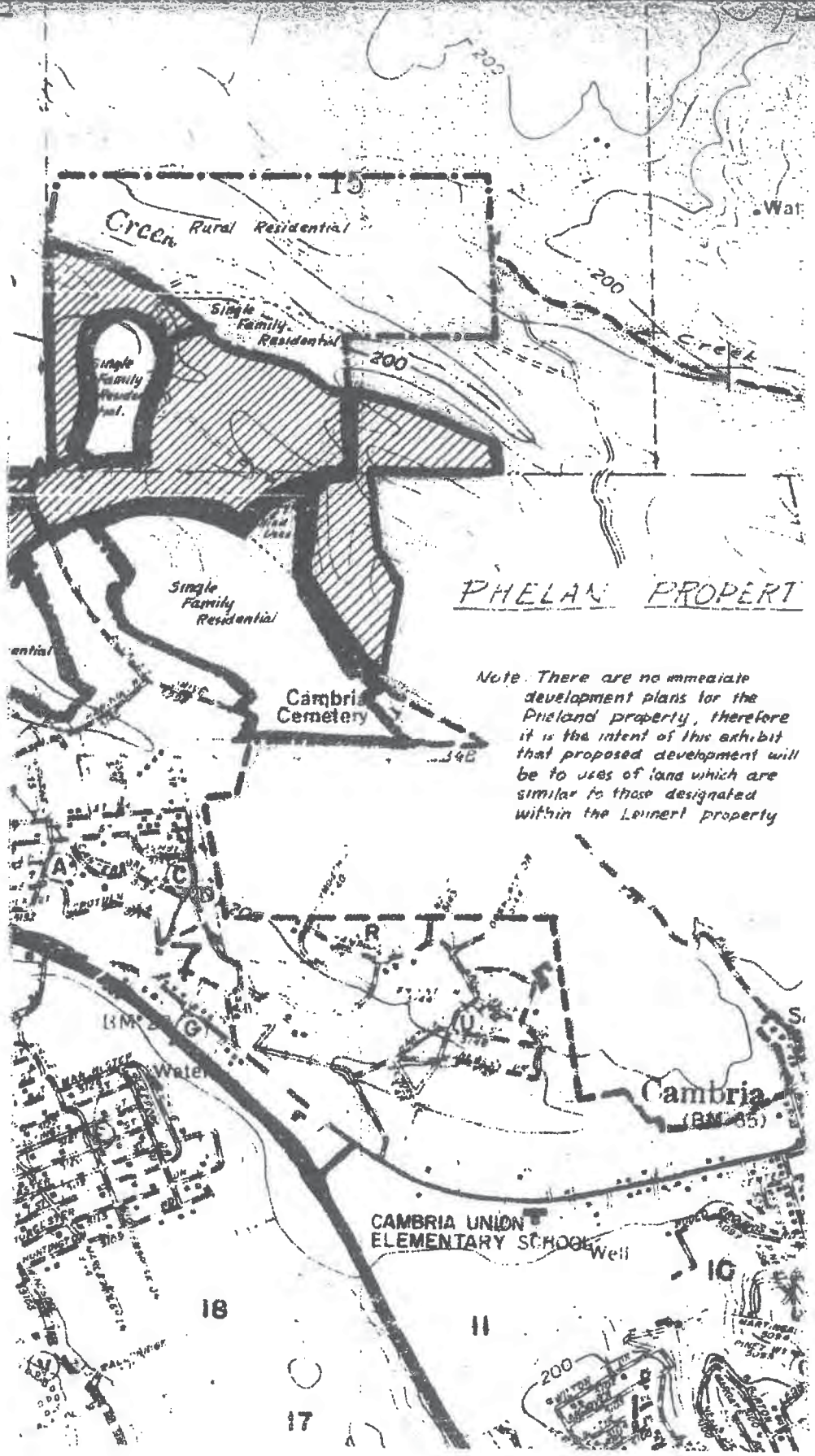
[SEAL]

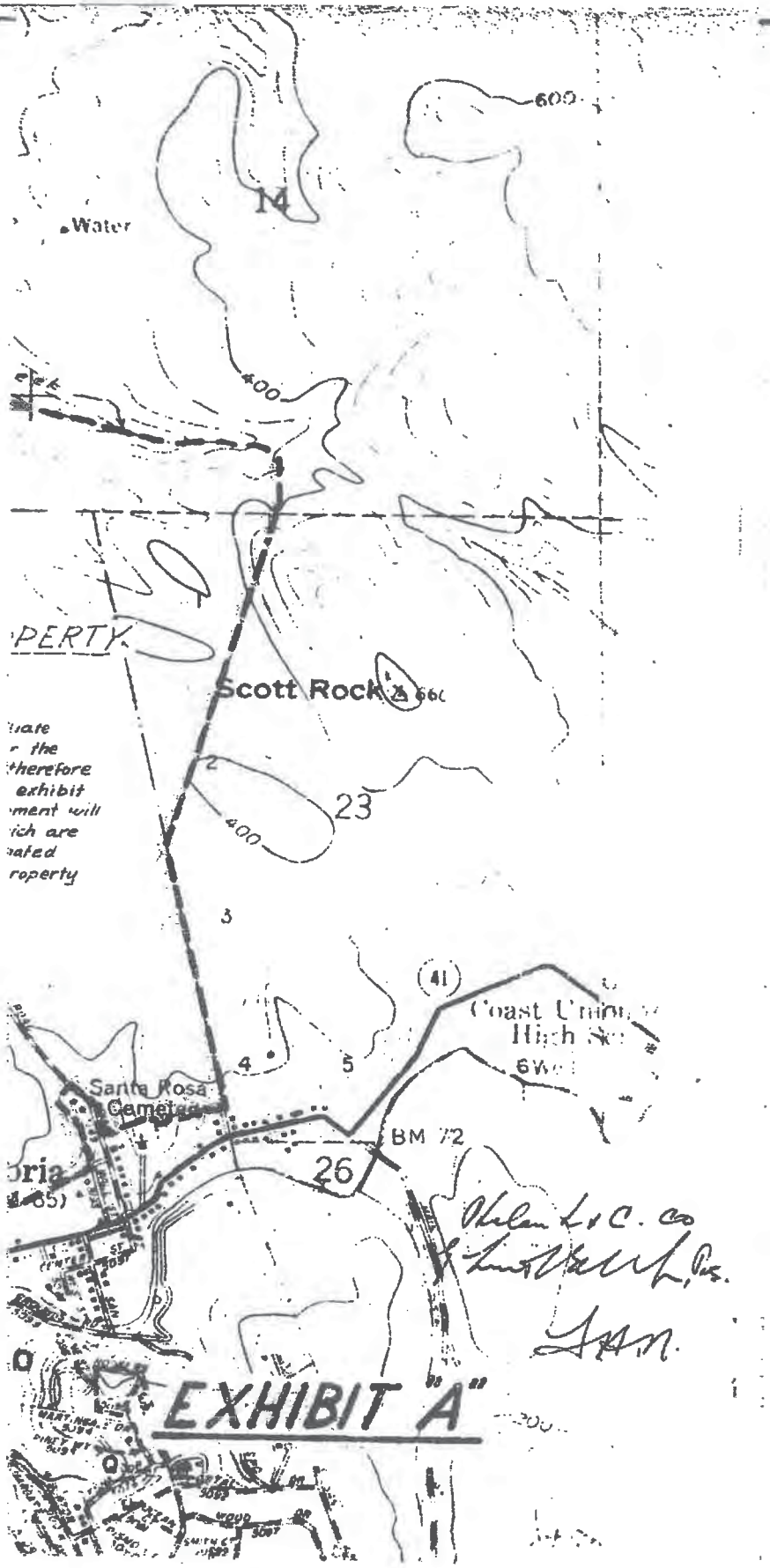
OFFICIAL SEAL
ALICE M. BACON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires October 12, 1976

My commission expires 10-12-76

1216


Landing
16 Leffingwell
Well
SAN SIMEON BEACH STATE PARK
HIGHWAY 1
Multiple Dwellings
Condominium or Multiple Dwelling
Single Family Residential
Local Comm.
Multiple Dwelling
SCALE 1" = 1000'
Oct 3, 1975
LEGEND
GENERAL AREA FOR GOLF COURSE
PORTION OF THE PROPERTY OWNED BY PHELAN, REQUIRED FOR GOLF COURSE
PORTION OF THE PROPERTY OWNED BY LEIMERT, REQUIRED FOR GOLF COURSE.
PHELAN PROPERTY, ADJACENT TO GOLF COURSE
LEIMERT PROPERTY, ADJACENT TO GOLF COURSE
ROADS THROUGH AND ALONG GOLF COURSE TO BE CONSTRUCTED AND MAINTAINED BY THE COUNTY.
WALTER H. LEIMERT CO.
by: Walter H. Leimert
Clive M. Bacon
Assistant Treasurer
CARMONA PROPERTIES LIMITED
by: Thomas Michael O'Neill
General Partner


15
Creek
Rural Residential
Single Family Residential
200
Single Family Residential
Single Family Residential
PHELAN PROPERT
Cambria Cemetery
Note: There are no immediate development plans for the Phelan property, therefore it is the intent of this exhibit that proposed development will be to uses of land which are similar to those designated within the Leinert property
Water
Cambria
CAMBRIA UNION ELEMENTARY SCHOOL
Well
18
11
10
17
200



END OF DOCUMENT

9121

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2000

027251

Doc No: 2000-027251 Rpt No: 00036389

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

Cambria Community Services District
P.O. Box 65
Cambria, CA 93428-0065

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
May 17, 2000
Time: 12:23

[6]

RF -1	22.00
TOTAL	22.00

MEMORANDUM OF AGREEMENT

1. On July 12, 1999, Cambria West, a California joint venture, Walter H. Leimert Company, a California corporation, Cambria Properties Limited, a limited partnership, and Leimert Investment Company, a California corporation, (collectively referred to herein as "Cambria West"), and the Cambria Community Services District, a Public Agency ("the District") entered into an unrecorded agreement entitled "Settlement Agreement and Full Mutual Release" (the "Agreement").

2. Cambria West owns property in the unincorporated area of the County of San Luis Obispo, State of California, more particularly described in Exhibit A which is attached hereto and incorporated herein by reference.

3. Cambria West has received approval of a vesting tentative tract map from the County of San Luis Obispo authorizing an eighteen (18) lot subdivision of the Tract 1804 Property. Cambria West intends to record a final subdivision map prior to December 31, 1999, creating the eighteen (18) lots.

4. Cambria West and the District by recordation of this Memorandum of Agreement hereby provide constructive notice to any future owner of the Tract 1804 Property, or any future lot owner within Tract 1804, of the existence of the Agreement. The Agreement imposes upon future lot owners within the Tract 1804 Property requirements to comply with specific requirements of the District's Water Conservation and Retrofit Ordinance requirements before issuance of building permits for construction of any single family residence. The specific requirements for individual lot owners to satisfy District retrofit requirements are as contained in the unrecorded Agreement and in the District's Water Conservation and Retrofit Ordinance in effect at the time of application for a single family residential building permit.

"CAMBRIA WEST"

CAMBRIA WEST, a California joint venture

By: Walter H. Leimert Co.

Title: partner

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2000

0272251

WALTER H. LEIMERT COMPANY, a California Corporation

By: _____

Title: president

CAMBRIA PROPERTIES LIMITED, a California limited partnership

By: _____

Title: General Partner

LEIMERT INVESTMENT COMPANY, a California corporation

By: _____

Title: president

NOTORIAL CERTIFICATE IS ATTACHED

DATED: _____, 1999.

"THE DISTRICT"

CAMBRIA COMMUNITY SERVICES DISTRICT.

By: _____

Title: _____

DATED: _____, 1999.

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All-Purpose Acknowledgment

State of CALIFORNIA §

County of ORANGE

On - 4/3/2000 - (DATE) before me, - JERALD GUBERMAN - (NAME OF NOTARY PUBLIC),

personally appeared, — J. M. WEST — (NAME(S) OF SIGNER(S)),

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

OFFICIAL SEAL
JERALD GUBERMAN
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1153737
ORANGE COUNTY
My Commission Exp. September 28, 2001

Witness my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and prevents fraudulent reattachment of this form.

Type or Title of Document

- MEMORANDUM OF AGREEMENT - (TITLE OR TYPE OF DOCUMENT)

Number of pages: - 3 "/ EVN" 2 "

Date of Document: - 7/14/99 -
- REF -

Signer(s) Other Than Named Above:

"U Journal"

Capacity Claimed By Signer(s)

☒ Individual(s)
☒ Corporate
- GEN. PART - (TITLE(S))
☒ Partner(s) ☒ General ☐ Limited
☐ Attorney-in-Fact
☐ Guardian/Conservator
☐ Trustee(s)
☐ Other: ____

Signer is Representing:

- CHAMBLIN PROPERTIES - (Name(s) of Person(s) or Entity(ies))

"ATTACHED DOCUMENT BEARS THE FOLLOWING DESCRIPTION"

2000 0225 1

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2000

0272251

EXHIBIT A

PARCEL A:

Lot 1 of Tract No. 480, in the County of San Luis Obispo, State of California, as per map recorded in Book 8, Page 45 of Maps, in the Office of the County Recorder of said County.

PARCEL B:

Lot 53 of Tract No. 543, in the County of San Luis Obispo, State of California, according to map recorded December 4, 1985 in Book 12, Page 93 of Maps, in the Office of the County Recorder of said County, and as amended by Certificate of Correction recorded May 24, 1988 in Book 3147, Page 854 of Official Records.

Excepting all gas, oil and other hydrocarbon substances in or from said property provided however without the right to enter on or from the surface of said land above a depth of 500 feet (measured vertically from the surface) as reserved in the deed from Walter H. Leimert Co., et al., recorded January 13, 1988 in Book 3096, Page 97 of Official Records.

ATTACHED DOCUMENT
BEARS THIS EMBOSSMENT

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2000

0272251

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Califorwin

County of Los Angeles

On April 3, 2000 before me, Laurie Lopp Notary Public

Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Walter H. Leimert Jr

Name(s) of Signer(s)

personally known to me

X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

LAURIE LOPP
Commission # 1117487
Notary Public — California
Los Angeles County
My Comm. Expires Nov. 24, 2003

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Memorandum of Agreement

Document Date: 7-12-99 Number of Pages:

Signer(s) Other Than Named Above: J M. West

Capacity(ies) Claimed by Signer(s)

Signer's Name: Walter H Leimert Jr	Signer's Name:
Individual	Individual
Corporate Officer	Corporate Officer
Title(s)	Title(s)
Partner Limited General	Partner Limited General
Attorney-in-Fact	Attorney-in-Fact
Trustee	Trustee
Guardian or Conservator	Guardian or Conservator
X Other President	Other
Signer Is Representing	Signer Is Representing

cuments provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Luis Obispo } ss.

On May 16, 2000 before me Laura C. Darling Notary Public
personally appeared Helen C. May

X personally known to me
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.

LAURA C. DARLING
Commission # 1182240
Notary Public - California
San Luis Obispo County
My Comm. Expires May 2, 2002

WITNESS my hand and official seal.

Laura C. Darling

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document Memorandum of Agreement
Document Date 7 12 99 Number of Pages 3
Signer(s) Other Than Named Above J M West Partnership

Capacity(ies) Claimed by Signer
Signer's Name Helen C May
Individual
Corporate Officer Title(s)
Partner Limited General
Attorney in Fact
Trustee
Guardian or Conservator
X Other President, Board of Directors
Signer is Representing Central Community Services

[redacted]

2000 0347103

Doc No: 2000-034703 Rpt No: 00046434

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
Jun 23, 2000
Time: 08:00

NF -1 0.00

[19] TOTAL 0.00

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO
BOC CLERK

IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Tues day June 20, 20 00

PRESENT: Supervisors Harry L. Ovitt, Shirley Bianchi, K.H. "Katcho" Achadjian, Michael P. Ryan and Chairperson Peg Pinard

ABSENT: None

RESOLUTION NO. 2000-256

RESOLUTION APPROVING AND ACCEPTING AN OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT TO THE COUNTY OF SAN LUIS OBISPO BY WALTER H. LIEMERT CO., A CALIFORNIA CORPORATION AND CAMBRIA WEST, A JOINT VENTURE

The following resolution is now offered and read:

WHEREAS, the County of San Luis Obispo has been duly requested to approve and accept a certain grant and offer to dedicate to the County of San Luis Obispo as open-space that certain real property described in the open-space agreement attached hereto and made a part hereof; and

WHEREAS, the County Engineer by letter dated June 20, 2000 has duly recommended that the Board of Supervisors approve and accept such offer of dedication to the County of San Luis Obispo, and has further recommended that such action is consistent with the County's general plan.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The Board of Supervisors finds and determines that the preservation of land offered for dedication to the County of San Luis Obispo as open-space in the attached agreement is consistent with the County's general plan; that the land is essentially unimproved and if retained in its natural state has scenic value to the public and is valuable as a watershed, and the offer of dedication contained in said agreement contains appropriate covenants to that end; that it is in the public interest that the land be retained as open space because such land will add to the amenities of living in neighboring urbanized areas, and that approval of the above agreement is categorically exempt from the requirements of the California Environmental Quality Act.

2. The Open Space Agreement Granting An Open Space Easement To The County of San Luis Obispo, a copy of which is attached hereto as Exhibit A and is incorporated by reference herein as though set

forth in full, is hereby approved and the dedication contained therein is hereby accepted by the County of San Luis Obispo and the Chairperson of the Board of Supervisors is hereby authorized and directed to execute said agreement on behalf of the County of San Luis Obispo.

3. The County Clerk is hereby authorized and directed to record the above agreement and a certified copy of this resolution in the office of the County Recorder of the County of San Luis Obispo, and file a copy of said agreement and resolution with the County Assessor of the County of San Luis Obispo.

Upon motion of Supervisor Ryan, seconded by Supervisor Bianchi, and on the following role call vote, to-wit:

AYES: Supervisors Ryan, Bianchi, Ovitt, Achadjian, Chairperson Pinard

NOES: None

ABSENT: None

ABSTAINING: None

the foregoing resolution is hereby adopted.

Chairperson of the Board of Supervisors

ATTEST:

JULIE L. RODEWALD
Clerk of the Board of Supervisors
of the Board of Supervisors, County
of San Luis Obispo, State of California
BY Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

BY: Deputy County Counsel

DATED: June 7, 2000

[SEAL]

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss

I, JULIE L. RODEWALD, County Clerk of the above entitled County, and Ex Officio Clerk of the Board of Supervisors thereof, do hereby certify the foregoing to be a full true and correct copy of an order entered in the minutes of said Board of Supervisors, and now remaining of record in my office.

Witness my hand and seal of said Board of Supervisors this 6-22-00

JULIE L. RODEWALD
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Deputy Clerk

A Tract 1804 ex

2000 034709

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

APN 013-081-038
013-081-039
013-081-047
013-081-049

OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT
TO THE COUNTY OF SAN LUIS OBISPO

THIS AGREEMENT is made and entered into this 20 day of June, 2000 ~~19~~, by and between WALTER H. LEIMERT CO., a California corporation, and CAMBRIA WEST, a joint venture composed of CAMBRIA PROPERTIES, a California limited partnership, and WALTER H. LEIMERT COMPANY, a California corporation (also known as WALTER H. LEIMERT CO., a California corporation), hereinafter collectively referred to as "Owner," and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Owner is the record owner of certain real property (hereinafter referred to as the "Owner's Property") located in the unincorporated area of County of

ck title rpt

San Luis Obispo, State of California, which is more particularly described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, as a condition of approval of Development Plan D910279D ("Development Plan") authorizing a cluster division of real property and as a condition precedent to the approval of a final tract map for Tract 1804 ("Subdivision Map") by County for Owner's Property, Owner is required to enter into an agreement with the County, on behalf of itself and its successors in interest, whereby the Owner grants an open-space easement to the County for the benefit of the public, including the lots being created in said subdivision; and

WHEREAS, Owner intends that the restrictions contained in this Agreement shall apply to that portion of Owner's Property (hereinafter referred to as the "Subject Property") which is more particularly described in Exhibit B attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, execution of this Agreement by Owner and County, and the subsequent performance of its obligations by Owner and its successors in interest, will satisfy the requirement for dedication of an open-space easement imposed by the County's general plan and land use regulations and made a condition of approval of the Development Plan and the tentative tract map referred to above; and

WHEREAS, the Subject Property has certain natural scenic beauty and existing openness, and subject to the reservations hereafter agreed to, both Owner and County desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of said property of the Owner; and

WHEREAS, Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and existing openness of the Subject Property by the restricted use of said property by Owner through the imposition of the conditions hereinafter expressed; and

WHEREAS, both Owner and County intend that the terms, conditions, and restrictions of the open-space easement granted in this Agreement are in compliance with Government Code sections 51070 through 51097, inclusive, hereinafter referred to as the "Open-Space Easement Act of 1974," so as to be an enforceable restriction under the provisions of Revenue and Taxation Code section 422; and

WHEREAS, Owner has supplied County with a current title company preliminary title report or preliminary subdivision guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Subject Property.

NOW, THEREFORE, in consideration of the premises and in compliance with the provisions of Government Code sections 51070 through 51097, inclusive, and in further consideration of the mutual promises, covenants, and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Grant of open-space easement. Owner hereby grants to County, for the term specified in paragraph 8 below, an open-space easement in and to the Subject Property described above The open-space easement granted herein conveys to County an estate and interest in the real property of the nature and character specified in the Open-Space Easement Act of 1974, which is subject to the express conditions

and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants on behalf of itself, its successors and assigns with the County, its successors and assigns to do and refrain from doing, severally and collectively, upon the Subject Property, the various acts hereinafter mentioned.

2. Restrictions on use of the Subject Property. The restrictions imposed upon the use of the Subject Property by Owner and its successors in interest and the acts which Owner and its successors in interest shall refrain from doing, and permit to be done, upon the Subject Property are as follows:

(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Subject Property except as otherwise authorized by the approved Development Plan and Subdivision Map referred to above.

(b) No advertising of any kind or nature shall be located on or within the Subject Property, except for "For Sale" and "For Lease" signs related to individual lots in the subdivision that comply with the County's Sign Ordinance, and except that the sign currently located on Parcel 11 may remain on the parcel until Owner sells all lots located in Tract 1804 and located in adjoining Tract 543, at which time the sign shall be removed.

(c) Owner shall not plant or permit to be planted any vegetation upon the Subject Property except for crop production (as defined in paragraph 3 of this Agreement), range land grasses, natural or ornamental landscaping, and as otherwise authorized by the approved Development Plan and Subdivision Map referred to above (including the Monterey Pine and Oak Mitigation Program approved by the County in

connection with the Subdivision Map), and such vegetation as may be necessary for erosion control.

(d) Except for the construction, alteration, relocation, and maintenance of public roads, private access roads, or driveways, if any, as shown on the approved Development Plan or Subdivision Map referred to above, the general topography of the landscape shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made except in connection with uses reserved to Owner under paragraph 3 of this Agreement.

(e) No use of the Subject Property which will or does materially alter the landscape or other attractive scenic features of the property, other than those reserved to Owner under paragraph 3 of this Agreement, shall be done or suffered.

(f) Owner shall not extract natural resources from the Subject Property, except for development of Owner's underlying water rights.

(g) Owner shall not cut timber, trees, or other natural growth, except as may be required for agricultural use of the Subject Property and fire protection, thinning, elimination of diseased growth, and similar protective measures, and except as may be allowed or required under the terms of the Monterey Pine and Oak Mitigation Program approved by the County in connection with the Subdivision Map.

(h) Owner shall not use the Subject Property or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on the Subject Property or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Subject Property, except in connection with uses reserved to Owner under paragraph 3 of this Agreement

(i) Owner shall not cover or cause the Subject Property to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land, except in connection with uses reserved to Owner under paragraph 3 of this Agreement.

(j) Except for a resubdivision involving all of Tract 1804, no further land division of any of the lots created by this subdivision on Owner's Property shall occur or be applied for by Owner or its successors in interest, nor shall Owner or its successors in interest otherwise convey (other than under threat of condemnation) a portion of a legal lot less than the whole to one or more parties or convey an entire legal lot to two or more parties each of whom acquire title to less than the whole of the said lot. Any such conveyance or transfer of a legal lot or a portion thereof by Owner or its successors in interest shall be considered null and void. Provided, however, the provisions of this subparagraph shall not prevent Owner or its successors in interest from applying for and transferring a portion of a legal lot pursuant to a lot line adjustment application approved by the County.

3. Reservations of use by Owner. Notwithstanding the provisions of paragraph 2 above, the following property rights in the Subject Property are excepted from this grant and are expressly reserved to Owner:

(a) The right to maintain all existing private roads, bridges, trails, signs, and structures lawfully erected and maintained upon the Subject Property, provided that signs shall only be erected and allowed to exist as specified in paragraph 2(b) above

(b) The right to construct, develop, and maintain all roads, utilities, trails, fences, and other improvements authorized in the approved Development Plan and Subdivision Map referred to above, and any amendments or modifications thereto which may be approved by the County.

(c) The right to construct, develop, and maintain private water sources and water systems on the Subject Property for the use and benefit of the Subject Property and the clustered lots authorized to be created by the approved Development Plan and Subdivision Map referred to above.

(d) The right to undertake any of the following uses: crop production or range land; historic, archaeological, or wildlife preserves; scenic areas; or other similar open-space use. "Crop production" and "range land" uses are defined as: agricultural uses including production of grains, field crops, vegetables, melons, fruits, tree nuts, flower fields and seed production, ornamental crops, tree and sod farms, associated crop preparation services and harvesting activities including but not limited to mechanical soil preparation, irrigation system construction, spraying, crop processing and sales in the field not involving a permanent structure, and the raising and feeding of beef cattle, sheep, and goats by grazing or pasturing, not including feedlots. Provided, however, the right to undertake these uses does not include the right to construct or install agricultural accessory buildings on the Subject Property unless subsequently authorized by an amendment to the Development Plan approved by the County.

2000 0347 03

4. Compliance with County regulations. Land uses permitted or reserved to Owner in this Agreement are subject to and require compliance with all County ordinances and regulations, including those regulating land use.

5. Construction of improvements. Owner shall not construct or permit the construction of any improvements on the Subject Property except as expressly reserved herein or as authorized in the Open-Space Easement Act of 1974. Provided, however, nothing contained in this Agreement shall prohibit the construction of either public service facilities installed for the benefit of the Subject Property or public service facilities installed pursuant to an authorization of the Board of Supervisors of the County or the Public Utilities Commission.

6. No authorization for public trespass. The grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Subject Property or as granting to the public or any member thereof any tangible rights in or to the Subject Property or the right to go upon or use or utilize the Subject Property in any manner whatsoever. It is understood that the purpose of this Agreement is solely to restrict the uses to which the Subject Property may be put so that the property may be kept as near as possible in its natural condition for the benefit of the public, including the lots being created in the above subdivision.

7. Effect on prior easements. Nothing contained in this Agreement shall limit or affect any easements that are of record and that have been heretofore granted by Owner on, over, under, or across the Subject Property or any portion thereof.

8. Duration of easement. The grant of easement to County contained in this Agreement shall be effective when it has been approved and accepted by resolution of the Board of Supervisors in the manner required by law, and it shall remain in effect in perpetuity unless abandoned or otherwise terminated by the Board of Supervisors in accordance with the provisions of the Open-Space Easement Act of 1974.

9. Enforceable restriction. Upon acceptance of the open-space easement granted herein, the Subject Property shall be deemed to be "enforceably restricted" within the meaning of section 422 of the Revenue and Taxation Code and section 8 of Article XIII of the Constitution of the State of California.

10. Binding on successors in interest. All provisions of this Agreement shall run with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest.

11. Effect of waiver. County's waiver of the breach of any one term, covenant, or provision of this Agreement shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this Agreement or of the breach of any other term, covenant, or provision of this Agreement.

12. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

13. Law governing and venue. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the

parties created hereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

14. Enforceability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

15. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Planning and Building, County of San Luis Obispo, County Government Center, San Luis Obispo, California 93408. Notices required to be given to Owner shall be addressed as follows: Walter H. Leimert Co., Attention: Walter H. Leimert, Jr., 606 N. Larchmont Blvd., Suite 300, Los Angeles, CA 90004.

Provided that any party may change such address by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

16. Agreement to be recorded. Owner and County intend and consent to the recordation of this Agreement in the office of the County Recorder of the County of San Luis Obispo

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

WALTER H. LEIMERT CO.
a California corporation

By: _____
its president

By: _____
its Vice Pres.

CAMBRIA WEST
a joint venture

By: CAMBRIA PROPERTIES LIMITED
a California limited partnership,
a joint venturer

By: _____
its General Partner

By: _____
its _____

By: WALTER H. LEIMERT CO.
a California corporation
a joint venturer

By: _____
its president

By: _____
its Vice Pres.

00034703

2000 0034703

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5907

State of California

County of Los Angeles

On 17th May 2000 (DATE) before me, JULIE AUYEUNG LEVTOW (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Walter H. Leimert Jr and Walter H. Leimert III (NAME(S) OF SIGNER(S))

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

JULIE AUYEUNG LEVTOW
COMM # 1169841
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires August 31, 2000

WITNESS my hand and official seal.

Julie Auyeung Levtow
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☑ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Open-Space Agreement
TITLE OR TYPE OF DOCUMENT

15
NUMBER OF PAGES

5/17/2000.
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

2000 0347103

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5907

State of California

County of Orange

On 5/16/00 (DATE) before me, Barbara A DeLeone (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared J. Michael West (NAME(S) OF SIGNER(S))

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

BARBARA A. DE LEONE
COMM. #1126174
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Comm. Expires Feb. 28 2001

WITNESS my hand and official seal.

Barbara A. DeLeone
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
General Partner
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Open Space Agreement
TITLE OR TYPE OF DOCUMENT
granting an open space easement
13 + 2 exhibits
NUMBER OF PAGES
5/16/00
DATE OF DOCUMENT
-0-
SIGNER(S) OTHER THAN NAMED ABOVE

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91309-7184

2000

0347703

COUNTY OF SAN LUIS OBISPO

By: Peg Pinard
Chairperson of the Board of Supervisors

ATTEST:

JULIE L. RODEWALD
Clerk of the Board of Supervisors By: Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: James B. Lindholm
Deputy County Counsel

Dated: June 7, 2000

LEGAL DESCRIPTION APPROVED AS TO FORM:

TIMOTHY P. NANSON
County Engineer

By: Richard Marshall

Dated: 6/7/2000

[NOTE: This Open-Space Agreement will be recorded. All signatures to this Agreement must be acknowledged by a notary]

12
59

2000

0034703

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On June 20, 2000 before me, **Cherie Aispuro**, Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared **Peg Pinard**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: Cherie Aispuro
Deputy County Clerk-Recorder

(SEAL)

2000

0347103

EXHIBIT A

All of Tract 1804 as shown on a map recorded in Book 19, Page 22 of Maps, in the office of the County Recorder of the County of San Luis Obispo, State of California.

0535epagr wpd-A

B 22 61

2000 034703

EXHIBIT B

Open Space Easement, Tract 1804
Legal Description

Tract 1804 as shown on map filed in Book 19 of Maps at page 22, recorded concurrently herewith in the Recorder's Office of San Luis Obispo County, California,

EXCEPTING therefrom areas designated as building envelopes as shown on sheets 6 and 7 of said map.

LICENSED LAND SURVEYOR
MICHAEL B. STANTON
L.S. 5702
EXP 7/2003
STATE OF CALIFORNIA

E:\1998 98808 Cambria Pines Est Legal Description -Open Space.doc
May 30, 2000

B22
P62

END OF DOCUMENT

RECORDING REQUESTED BY:
CHICAGO TITLE

~~Recording Requested by and~~
When Recorded Mail to:

Mr. Walter H. Leimert, III
Walter H. Leimert Co.
606 North Larchmont Blvd., Suite 300
Los Angeles, CA 90004

Doc No: 2001-018195

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
Mar 23, 2001
Time: 08:00

[16]

Rpt No: 00023402

RF -1	52.00
TOTAL	52.00

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACT NO. 1804 CAMBRIA PINES ESTATES

1. Identification.

This First Amendment to "Declaration of Covenants, Conditions and Restrictions for Tract No. 1804 Cambria Pines Estates" ("First Amendment") is made by Walter H. Leimert Co., a California corporation, and Cambria West, a joint venture (collectively, "Declarant") as of this 28th day of February, 2001.

2. Recitals.

2.1 On or about May 31, 2000 Declarant duly executed that certain "Declaration of Covenants, Conditions and Restrictions for Tract No. 1804 Cambria Pines Estates" ("Declaration"). The Declaration was recorded in the Official Records of San Luis Obispo County on or about June 23th, 2000 as Instrument Number 034704. All terms used with initial capital letters herein will have the same definition as set forth in the Declaration unless a different definition appears herein.

2.2 Declarant desires to amend the Declaration in the particulars set forth herein.

3. Amendments.

The Declaration is hereby amended in the following particulars:

3.1 Article 1 is hereby amended to add the following definition:

> "2.22. 'Project Landscape Improvements" means those certain improvements constructed by Declarant on those portions of Lots 1,3, 4, 5, 12, and 18 (in the locations depicted in the shaded areas of Exhibits 1, 2, and 3 hereto) consisting of entry monuments, walls, fencing, entry landscaping, mailboxes, street signs and decorative masonry and bridge rails."

3.2 Section 3.4(d) is deleted and replaced with the following:

"3.4(d). A non-exclusive easement in favor of the County for a pedestrian and bridle trail over the northern portion of Lot 16 and the north and eastern portion of Lot 15 as shown on the Subdivision Map."

3.3 Section 3.4 is hereby amended to add the following provision:

"3.4(g). A non-exclusive easement for driveway purposes, over the northerly portion of Lot 4 as described in Exhibit 4 hereto, together with the right to convey the beneficial use of such easement to the owner of the property immediately to the north of Lot 4. The Owner of Lot 4 will have no obligation to maintain such easement Said easement is depicted on Exhibit 5."

3.4 Section 4.10 is hereby deleted and replaced with the following:

"4.10 Maintenance Responsibilities of Certain Owners. Owners of Lots on which Common Private Driveways are located and/or for which Project Landscape Improvements are constructed will at all times maintain, repair and, when necessary, replace the same in good condition in accordance with all Laws and all existing and future requirements of the Architectural Committee. Without in any way limiting the generality of the foregoing, all Common Private Driveways shall be maintained with a paved surface that provides all weather access and shall be maintained so that the road is accessible in all weather and relatively free of potholes, large cracks and other minor washouts or drainage outs. The Architectural Committee shall annually assess the condition of all Project Landscape Improvements to monitor compliance with the requirements of the Architectural Committee. All costs of maintenance and repair of such Common Private Driveways and Project Landscape Improvements ("Costs") will be allocated as follows:

(a) Owners of Lots 1, 2, and 3 shall share equally (one-third each) the Costs in respect of the Common Private Driveway mentioned in Section 3.5(b)(i) and the Project Landscape Improvements located in the shaded areas depicted on Exhibit 1.

(b) Owners of Lots 4 and 5 shall share equally (one-half each) the Costs in respect of the Common Private Driveway mentioned in Section 3.5(b)(ii) and the Project Landscape Improvements located in the shaded area depicted on Exhibit 2.

(c) Owners of Lots 12, 13, 14, 15, 16, 17, and 18 shall share

equally (one-seventh each) the Costs in respect of the Common Private Driveway mentioned in Section 3.5(b)(iii) and the Project Landscape Improvements located in the shaded area depicted on Exhibit 3.

Mailbox clusters shall be maintained by Owners who share the cluster. Each Owner of a Lot on which a Common Private Driveway is situated and/or upon which a Project Landscape Improvement is constructed will be responsible for maintaining his or her own liability insurance in respect of such Common Private Driveway and/or Project Landscape Improvements. Disputes among Owners and/or the Architectural Committee regarding the maintenance, repair and replacement responsibilities set forth in this Section 4.10 shall be resolved by mediation and arbitration as set forth in Article 8 hereof."

3.5 Except as expressly amended hereby, the Declaration shall remain in full force and effect.

This Agreement entered into as of the day and year first written above.

"Declarant"

WALTER H. LEIMERT CO.,
a California corporation

By: _____
Walter H. Leimert, President

CAMBRIA WEST, a joint venture composed of Cambria Properties Limited, a limited partnership, and WALTER H. LEIMERT COMPANY, a California corporation also known as WALTER H. LEIMERT CO., a California corporation

By: CAMBRIA PROPERTIES LIMITED,
a limited partnership

By: _____
Michael J. West,
General Partner

By: WALTER H. LEIMERT COMPANY,
a California corporation

By: _____
Walter H. Leimert, III,
Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 7, , 2001 before me, Melanie O. Pena , a Notary Public, personally appeared WALTER H. LEIMERT, ☒ personally known to me OR ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Melanie O. Pena, Notary Public

MELANIE O. PENA
Comm # 1176527
NOTARY PUBLIC CALIFORNIA
Los Angeles County
My Comm. Expires March 16 2002

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 7, , 2001 before me, Melanie O. Pena , a Notary Public, personally appeared WALTER H. LEIMERT, III, ☐ personally known to me OR ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Melanie O. Pena, Notary Public

MELANIE O PENA
Comm # 1176527
NOTARY PUBLIC CALIFORNIA
Los Angeles County
My Comm. Expires March 16 2002

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 7, 2001 before me, Melanie O. Pena, a Notary Public, personally appeared MICHAEL J. WEST, ☐ personally known to me OR ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

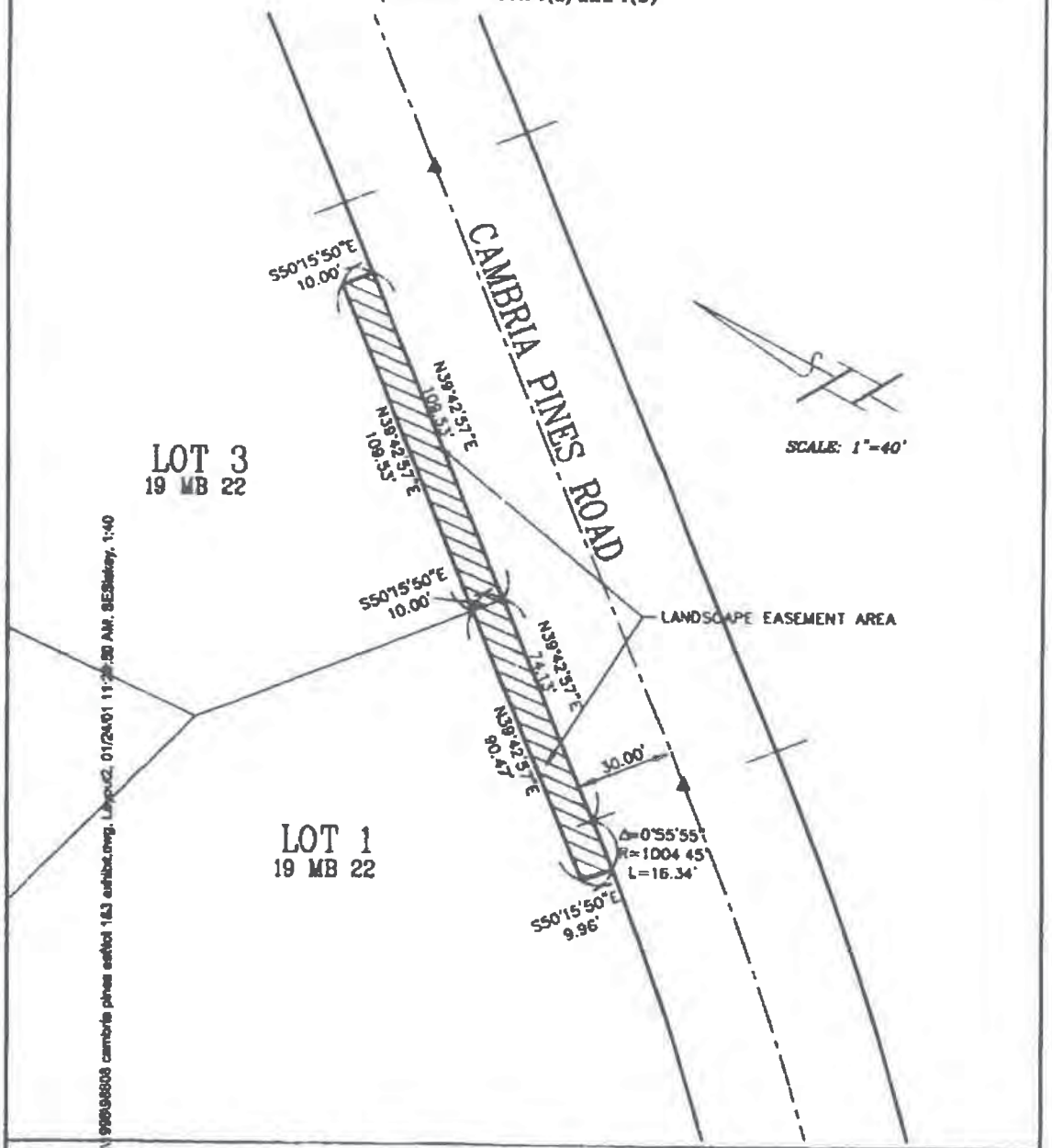
Melanie O. Pena

Melanie O. Pena, Notary Public

MELANIE O PENA
Comm # 1176527
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires March 16, 2002

EXHIBIT "1"

(includes exhibit 1(a) and 1(b)



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3765 South Higuera Street, San Luis Obispo, California 93401 805/543-1794

LOTS 1 AND 3 TRACT 1804
CAMBRIA PINES ESTATES
LANDSCAPE EASEMENT

DATE: 1-18-01 SCALE: 1"=40'

EXHIBIT "1(a)"

EASEMENT-LOT 1

Legal Description

That portion of Lot 1 of Tract 1804, in the County of San Luis Obispo, California, according to the map filed in Book 19 of Maps at Page 22, records of said County, described as follows:

Beginning at the intersection of the northeasterly line of said lot with a line that is parallel with and 10.00 feet northwesterly of the southeasterly line of said lot;

1) thence, along said northeasterly line, South 50°15'50" East 10.00 feet to the most easterly corner of said lot, being on the northwesterly line of Cambria Pines Road, as shown on said map;

2) thence, along the southeasterly line of said lot 4, South 39°42'57" West 74.13 feet to the beginning of a curve concave to the northwest having a radius of 1004.45 feet.;

3) thence, continuing along said southeasterly lot line and said curve,through a central angle of 0°55'55" a distance of 16.34 feet;

4) thence, North 50°15'50" West 9.96 feet to a point that bears South 39°42'57" West from the point of beginning;

5) thence, North 39°42'57" East 90.47 feet, to the point of beginning.

The above-described parcel is graphically shown on Exhibit B attached hereto and made a part hereof.

EXHIBIT "1(b)"

EASEMENT-LOT 3

Legal Description

That portion of Lot 3 of Tract 1804, in the County of San Luis Obispo, California, according to the map filed in Book 19 of Maps at Page 22, records of said County, described as follows:

Beginning at the southerly corner of said lot;

1) thence, along the southwesterly line thereof, North 50°15'50" West 10.00 feet to a line that is parallel with and 10.00 feet northwesterly of the southeasterly line of said lot;

2) thence, along said parallel line North 39°42'57" East 109.53 feet;

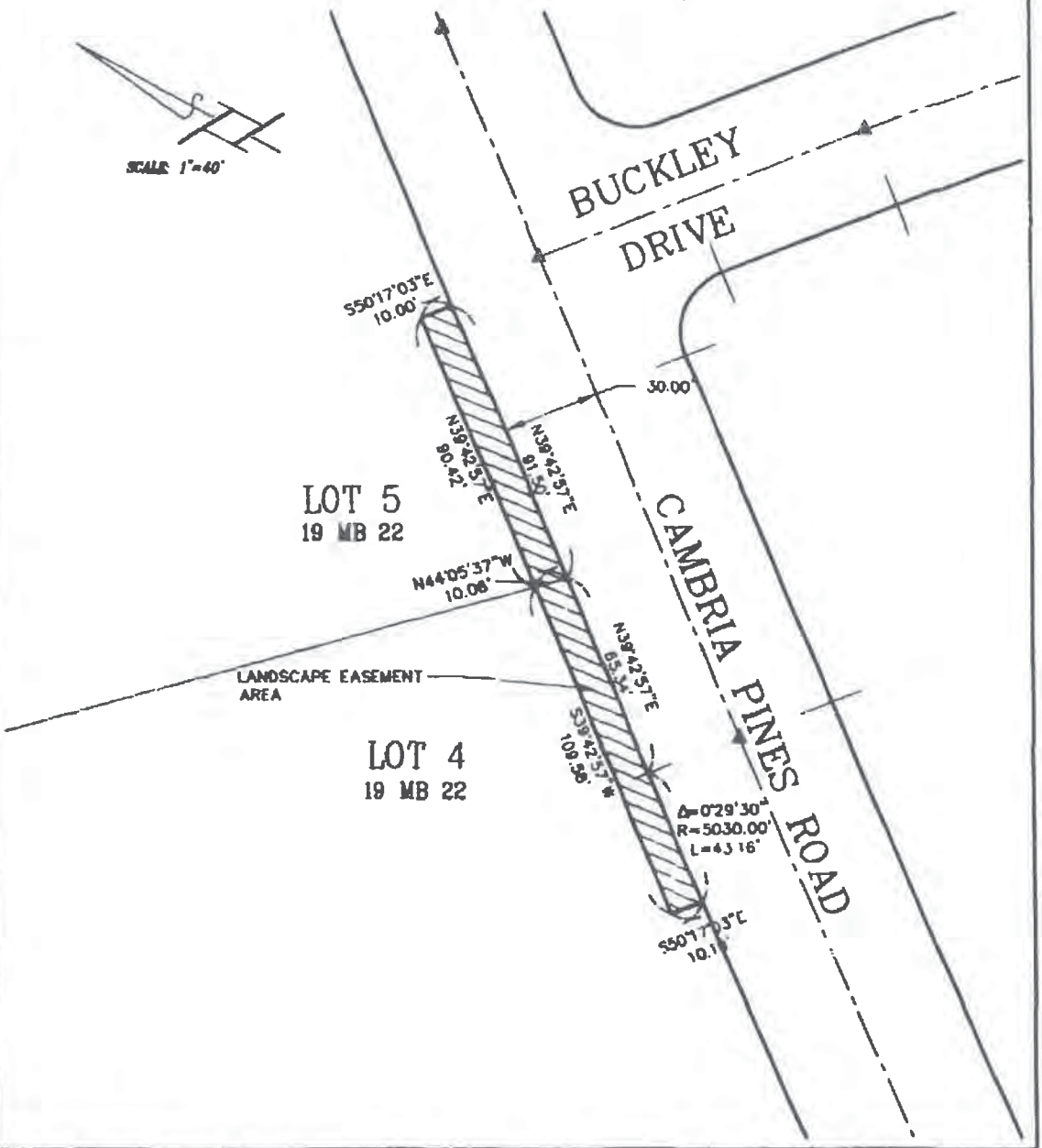
3) thence, South 50°15'50" East 10.00 feet to the southeasterly line of said lot, being also the northwesterly line of Cambria Pines Road as shown on said map;

4) thence, along last said lot line South 39°42'57" West 109.53 feet to the point of beginning.

The above-described parcel is graphically shown on Exhibit B attached hereto and made a part hereof.

EXHIBIT "2"

(includes exhibit 2(a) and 2(b)



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370 South Higuera Street, San Luis Obispo, California 93401 805/543-1794

· Jerry Mulvaney, RCE 38888, LS 4876 · Michael Stanton PLS 6300 ·

LOTS 4 AND 5 TRACT 1804
CAMBRIA PINES ESTATES
LANDSCAPE EASEMENTS

DATE: 1-22-01 SCALE: 1"=40'

EXHIBIT "2(a)"

EASEMENT-LOT 4

Legal Description

That portion of Lot 4 of Tract 1804, in the County of San Luis Obispo, California, according to the map filed in Book 19 of Maps at Page 22, records of said County, described as follows:

Beginning at the intersection of the northeasterly line of said lot with a line that is parallel with and 10.00 feet northwesterly of the southeasterly line of said lot;

1) thence, along said northeasterly line, South 44°05'37" East 10.06 feet to the most easterly corner of said lot, being on the northwesterly line of Cambria Pines Road, as shown on said map;

2) thence, along the southeasterly line of said lot 4, South 39°42'57" West 65.34 feet to the beginning of a curve concave to the southeast having a radius of 5030.00 feet.;

3) thence, continuing along said southeasterly lot line and said curve, through a central angle of 0°29'30" a distance of 43.16 feet;

4) thence, North 50°17'03" West 10.19 feet to a point that bears South 39°42'57" West from the point of beginning;

5) thence, North 39°42'57" East 109.58 feet, to the point of beginning.

The above-described parcel is graphically shown on Exhibit B attached hereto and made a part hereof.

EXHIBIT "2(b)"

EASEMENT-LOT 5

Legal Description

That portion of Lot 5 of Tract 1804, in the County of San Luis Obispo, California, according to the map filed in Book 19 of Maps at Page 22, records of said County, described as follows:

Beginning at the southwesterly corner of said lot;

1) thence, along the southwesterly line thereof, North 44°05'37" West 10.06 feet to a line that is parallel with and 10.00 feet northwesterly of the southeasterly line of said lot;

2) thence, along said parallel line North 39°42'57" East 90.42 feet;

3) thence, South 50°17'03" East 10.00 feet to the southeasterly line of said lot, being also the northwesterly line of Cambria Pines Road as shown on said map;

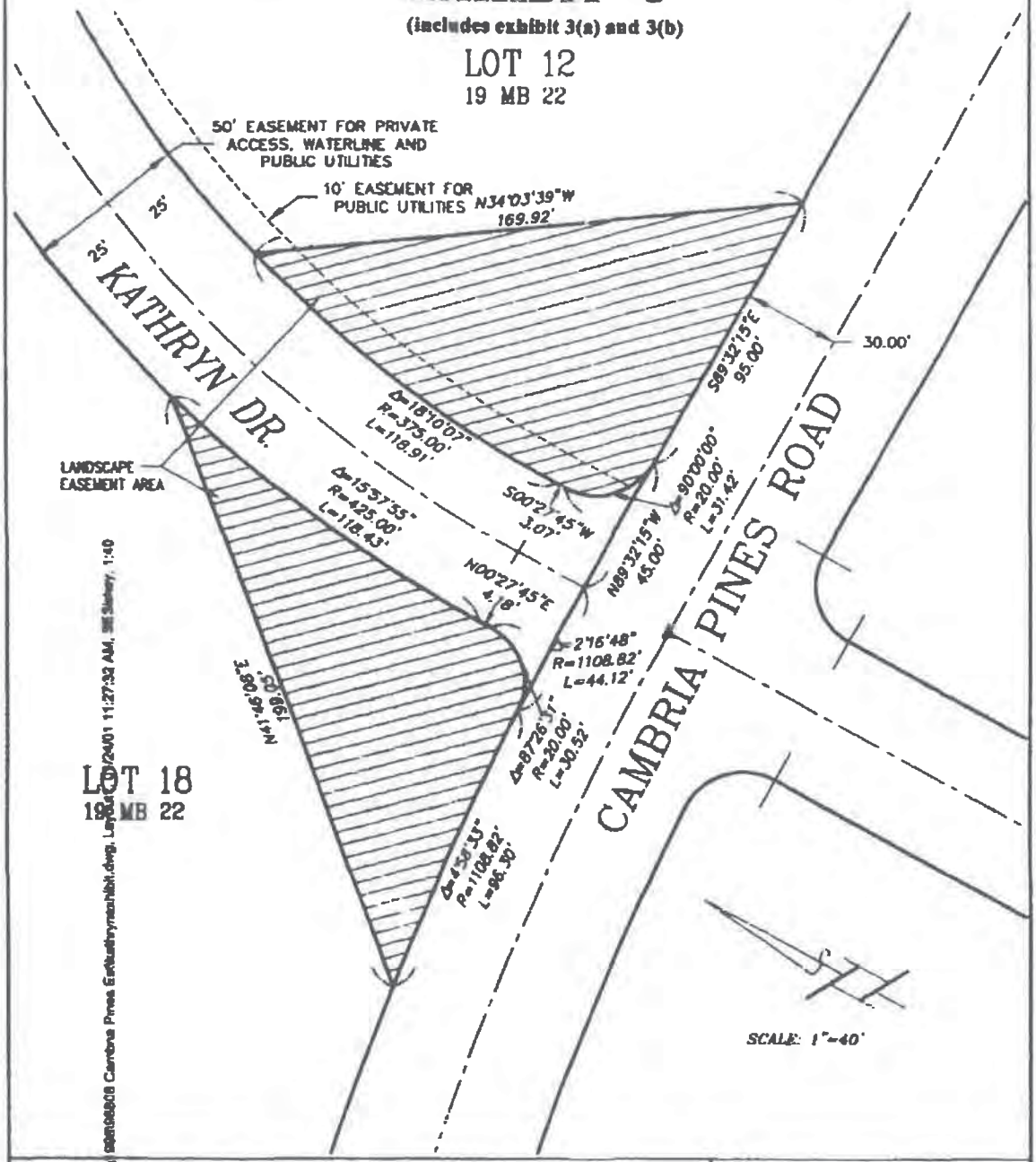
4) thence, along last said lot line South 39°42'57" West 91.50 feet to the point of beginning.

The above-described parcel is graphically shown on Exhibit B attached hereto and made a part hereof.

1/24/2001 11:15 AM

EXHIBIT "3"

(includes exhibit 3(a) and 3(b)



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LOTS 12 AND 18 TRACT 1804
CAMBRIA PINES ESTATES
LANDSCAPE EASEMENT

DATE: 1-21-01 SCALE: 1"=40'

EXHIBIT "3(a)"

EASEMENT-LOT 12
Legal Description

That portion of Lot 12 of Tract 1804, in the County of San Luis Obispo, California, according to the map filed in Book 19 of Maps at Page 22, records of said County, lying southwesterly of the following described line:

Beginning at a point on the southerly line of said Lot, being also the northerly line of Cambria Pines Road, distant thereon South 89°32'15" East 140.00 feet from the southwest corner thereof, said southwest corner being at the centerline of Kathryn Drive (a private road) as shown on said map;

thence, North 34°03'39" West 169.92 feet to the easterly line of said Kathryn Drive.

EXCEPTING therefrom that portion lying within said Kathryn Drive

The above-described parcel is graphically shown on Exhibit B attached hereto and made a part hereof.

EXHIBIT "3(b)"

EASEMENT-LOT 18
Legal Description

That portion of Lot 18 of Tract 1804, in the County of San Luis Obispo, California, according to the map filed in Book 19 of Maps at Page 22, records of said County, lying southeasterly of the following described line:

Beginning at a point on the southerly line of said Lot, said line being a curve having a radius of 1108.82 feet and being also the northerly line of Cambria Pines Road, distant thereon Westerly 140.42 feet from the southeast corner thereof, said southeast corner being at the centerline of Kathryn Drive (a private road) as shown on said map;

thence, North 41°46'08" East 199.05 feet to the westerly line of said Kathryn Drive.

EXCEPTING therefrom that portion lying within said Kathryn Drive

The above-described parcel is graphically shown on Exhibit B attached hereto and made a part hereof.

1-24-2001 10 11 AM

EXHIBIT "4"

EASEMENT

Legal Description

That portion of Lot 4 of Tract 1804, in the County of San Luis Obispo, California, according to the map filed in Book 19 of Maps at Page 22, records of said County, lying northerly of the following described line:

Beginning at a point on the north line of said lot 4, distant thereon South 88°35'07" East 412.00 feet from the northwest corner thereof; thence

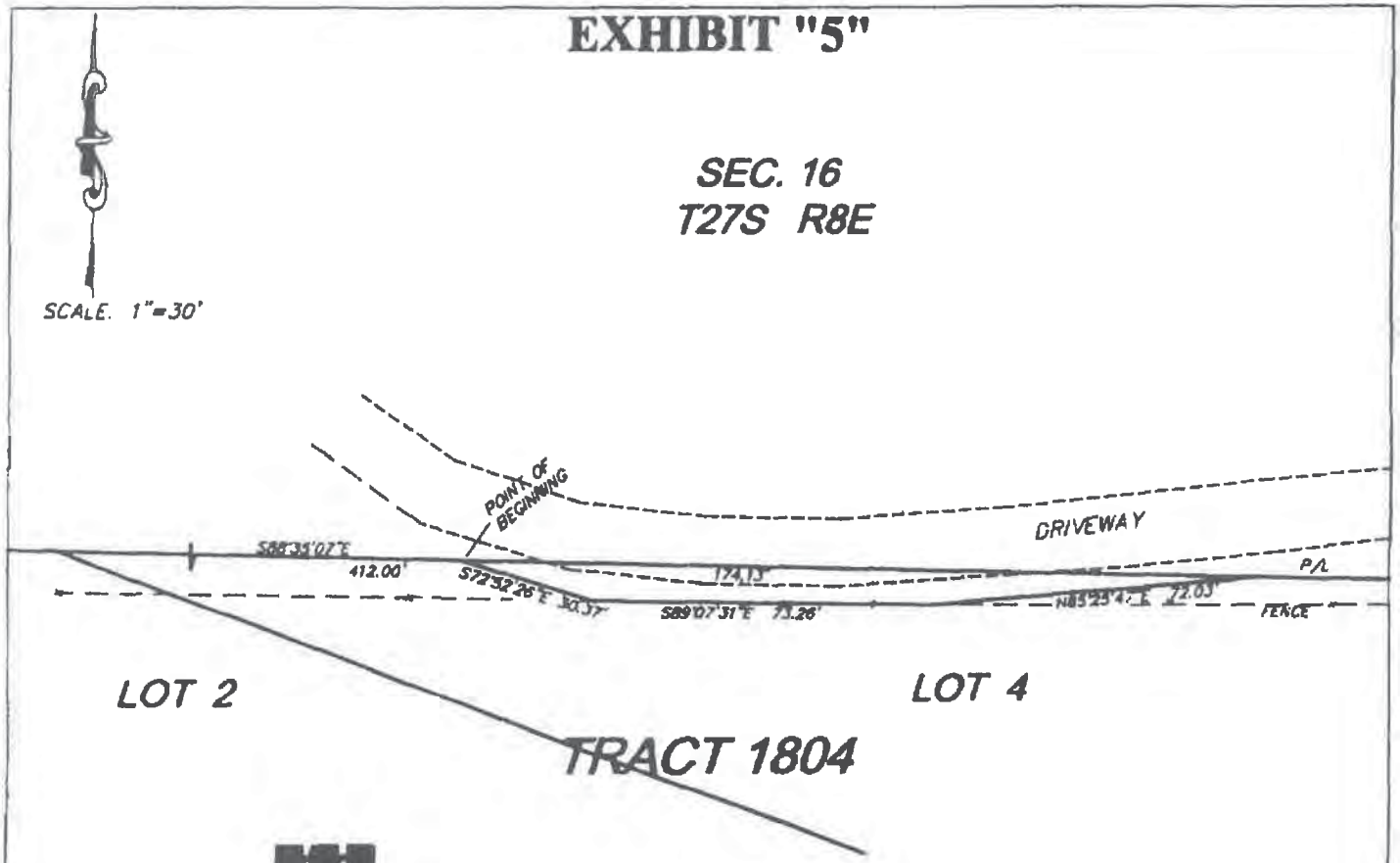
1) South 72°52'26" East 30.37 feet; thence

2) South 89°07'31" East 73.26 feet ; thence

3) North 85°25'47" East 72.03 feet to a point on the north line of said lot 4.

The above-described parcel is graphically shown on Exhibit B attached hereto and made a part hereof.

EXHIBIT "5"



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END OF DOCUMENT

RECORDING REQUESTED BY:
CHICAGO TITLE

~~Recording Requested by~~ and
When Recorded Mail to:

Mr. Walter H. Leimert, III
Walter H. Leimert Co.
606 North Larchmont Blvd., Suite 300
Los Angeles, CA 90004

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder
Recorded at the request of
Chicago Title Company

RD
8/31/2001
8:00 AM

DOC#: 2001066394

Titles: 1 Pages: 4

Fees	16.00
Taxes	0.00
Others	0.00
PAID	$16.00

SECOND AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TRACT NO. 1804
CAMBRIA PINES ESTATES

1. Identification.

This Second Amendment to "Declaration of Covenants, Conditions and Restrictions for Tract No. 1804 Cambria Pines Estates" ("Second Amendment") is made by Walter H. Leimert Co., a California corporation, and Cambria West, a joint venture (collectively, "Declarant") as of this 7 day of June, 2001.

2. Recitals.

2.1 On or about May 31, 2000, Declarant recorded that certain "Declaration of Covenants, Conditions and Restrictions for Tract No. 1804 Cambria Pines Estates" ("Declaration"). The Declaration was recorded in the Official Records of San Luis Obispo County on or about June 23, 2000 as Instrument Number 034704.

2.2 On or about February 28, 2001, Declarant duly executed that certain "First Amendment to Declaration of Covenants, Conditions and Restrictions for Tract No. 1804 Cambria Pines Estates" ("First Amendment") which amended the Declaration in certain particulars. The First Amendment was recorded in the Official Records of San Luis Obispo County on or about March 23, 2001 as Instrument Number 018195.

2.3 All terms used with initial capital letters herein will have the same definition as set forth in the Declaration and First Amendment unless a different definition appears herein.

2.4 Declarant desires to amend the Declaration, as previously amended by the First Amendment, in the particulars set forth herein.

3. Amendment.

The Declaration is hereby amended in the following particulars:

3.1 Section 4.10 is hereby amended to add the following subparagraph (d):

"(d) Owners of Lots 7, 8, 9, and 11 shall share equally (one-quarter each) of the Costs in respect of the Common Private Driveway mentioned in Section 3.5(b)(iv). Such Costs will include all maintenance and repair costs for the sewer line located within such Common Private Driveway."

3.2 Except as expressly amended hereby, the Declaration, as previously amended by the First Amendment, shall remain in full force and effect.

This Agreement entered into as of the day and year first written above.

"Declarant"

WALTER H. LEIMERT CO.,
a California corporation

By: _____
Walter H. Leimert, President

CAMBRIA WEST, a joint venture composed of Cambria Properties Limited, a limited partnership, and WALTER H. LEIMERT COMPANY, a California corporation also known as WALTER H. LEIMERT CO., a California corporation

By: CAMBRIA PROPERTIES LIMITED,
a limited partnership

By: _____
Michael J. West,
General Partner

By: WALTER H. LEIMERT COMPANY,
a California corporation

By: _____
Walter H. Leimert, III,
Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On July 2, 2001 before me, Melanie O. Pena, a Notary Public, personally appeared **WALTER H. LEIMERT,** ☒ personally known to me **OR** ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Melanie O. Pena
Melanie O. Pena, Notary Public

MELANIE O PENA
Comm # 1176527
NOTARY PUBLIC CALIFORNIA
Los Angeles County
My Comm. Expires March 16, 2002

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On July 2, 2001 before me, Melanie O. Pena, a Notary Public, personally appeared **WALTER H. LEIMERT, III,** ☒ personally known to me **OR** ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Melanie O. Pena
Melanie O. Pena Notary Public

MELANIE O PENA

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 12th July, 2001 before me, JULIE AUYEUNG LEVTOW, a Notary Public, personally appeared **MICHAEL J. WEST,** ☐ personally known to me **OR** ☑ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Julie Auyeung Levtow.
Notary Public

JULIE AUYEUNG LEVTOW
Commission #1272760
Notary Public • California
Los Angeles County
My Comm. Expires August 31, 2004

END OF DOCUMENT