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RECORDING REQUESTED BY

George Widmark
Villa Park Properties, LLC
2243 Signal Avenue
Santa Maria, CA 93458

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Titles:	1	Pages:	10
Fees			35.00
Taxes			0.00
Others			0.00
PAID			\$35.00

WHEN RECORDED MAIL TO:

George Widmark
Villa Park Properties, LLC
2243 Signal Avenue
Santa Maria, CA 93458

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

OF

**VILLA PARK II
A Residential Development**

**Tract 2262 - Phase 2
San Luis Obispo County**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 18TH day of AUGUST, 2008 by VILLA PARK PROPERTIES, LLC, hereinafter called "Declarant" is made with reference to the following facts and circumstances:

RECITALS

A. Declarant is the owner of certain real property (the "property") in the County of San Luis Obispo, California, described as Lots 17 through 46, inclusive, (the "lots") of Tract 2262, Phase 2 filed for record AUGUST 18, 2008, in Book 31 Pages 67 through 72 inclusive of Maps, in the office of the San Luis Obispo County Recorder (Tract 2262/S9701128U).

B. By this Declaration, Declarant intends and desires to establish terms, conditions, and equitable restrictions for the use and occupancy of the lots, and to define certain rights and duties of the owners of said lots, all as more specifically set forth herein.

NOW, THEREFORE, Declarant declares that Lots 17 through 46 of Tract 2262, Phase 2 shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the mutual and respective covenants, restrictions and rights hereinafter set forth, expressly and exclusively for the use and benefit of, and to be binding on, each of said lots and on each and every person or entity who now or in the future owns said lots. Said covenants, restrictions and rights are intended to and shall run with the land.

1. USE CONDITIONS AND RESTRICTIONS: The use and occupancy of the lots is subject to the following:

A. Lot Use: Except with respect to Lots 21, 32, 38, 39, 40, 41, 42, 43, 44, 45 and 46 which are open space lots, no lot shall be occupied or used except for single family residential use by the owners, their tenants, and social guests; provided that Declarant and its successors or assigns may use any unsold lot or lots in the project as a sales office during construction and until the last lot is sold. Declarant's use shall not interfere with the use by the individual lot owners. No tent, shack, trailer, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently, but outbuildings for storage and other accessory uses shall be permitted. Home occupations and secondary residences shall be permitted only if the same are legally authorized by the County of San Luis Obispo or other responsible governing agency.

B. Open Space Lots: Lots 21, 32, 38, 39, 40, 41, 42, 43, 44, 45 and 46

are open space lots, and are subject to the terms, conditions, and restrictions of "Open Space Agreements" with the County of San Luis Obispo which are recorded against such lots. The owners of Lots 21, 32, 38, 39, 40, 41, 42, 43, 44, 45 and 46 are advised to apprise themselves as to the nature of such restrictions. The owners of Lots 32 and 38 shall be responsible for maintaining their respective Lots. Lot 32, an open space lot, is also a residential lot that is subject to different use restrictions and requirements as indicated in Section 1(K), below.

In order to assure that a responsible party is designated to maintain and control each of the open space lots within the Tract, Declarant declares that it intends to convey certain of the open space lots together with residential lots as follows:

<i>Owner of Residential Lot:</i>	<i>Also owns and maintains open space Lot:</i>
22 -----	46
23 -----	45
24 -----	44
25 -----	43
26 -----	42
27 -----	41
28 -----	40
29 -----	39

Upon the sale of each of the foregoing residential lots with corresponding open space lots, the lots are deemed to be merged and thereafter may not be sold, transferred, or encumbered separately. If permitted by the County of San Luis Obispo, the respective owners of each of the foregoing residential lots shall apply to the County for legal merger of said lots. The owners of the foregoing residential lots shall be solely responsible for compliance with the Open Space Agreement with respect to the corresponding open space lot with which their residential lots are merged.

C. Maintenance: All private lots and structures, including private yards, fencing, outbuildings, and landscaping thereon, shall at all times be maintained by the owner or occupant in good condition and repair, and in a clean, neat and orderly condition. Vacant residential lots are to be maintained. Vacant lot owners, prior to commencement of construction activities on their respective lots, shall maintain their lots

so not to become a nuisance to adjacent property owners or the neighborhood. Weed abatement measures may be necessary as required by California Division of Forestry or any other responsible governmental agency to eliminate a nuisance condition.

D. Nuisances: No noxious, illegal or offensive activities shall be carried on upon any lot or in any part of the property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance or which may in any way interfere with the quiet enjoyment of each of the owners of their respective lot. Any activity which results in unreasonable levels of noise, dust, or unsightly conditions considering the residential character of the project shall be deemed to be a nuisance. No vehicle repairs shall be performed in any lot area which is visible from adjoining properties, other than minor emergency repairs. No inoperable vehicles or vehicle parts shall be stored in a location where they are visible from the street or adjoining property.

E. Garbage and Refuse Disposal; Recycling: Trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment, garbage cans, woodpiles, or storage piles shall be kept screened and concealed from view of other lots and streets. Upon occupancy, each residence shall be required to obtain weekly garbage service that provides for curbside recycling of green waste, recyclables and used motor oil if available.

F. Satellite Dishes: Satellite TV receivers, not exceeding thirty-six (36) inches in diameter, may be placed only in side or rear yard areas so as not to be visible from adjoining properties. No such receivers shall be located on the surface of any roof. No other radio or television antennas visible from adjoining properties or streets may be installed.

G. Animal Controls; Equestrian Uses and 4-H and FFA Projects: Except as otherwise provided in this paragraph, no livestock or poultry are allowed to be kept, raised, or bred on any residential lot. Notwithstanding this restriction, Declarant declares that because the residential lots are large and located in a rural area, they are suitable for equestrian uses, also 4-H and FFA school projects which are temporary and not conducted for commercial gain. Allowing equestrian uses and school projects with proper conditions and restrictions will enhance property values. As such a maximum of three horses may be kept on any residential lot; a reasonable number of birds or pets and no more than two livestock will be permitted, subject to the following conditions and restrictions: pertaining to lots 17 thru 20 and lots 30 thru 37 (residential lots excluding lots on the bluff), all equestrian and animal facilities, fencing, barns, shelters, cages, feed and other supplies shall be kept in an area more than 175 feet from the centerline of Camino Mariposa. For lots 22 thru 29 (the bluff lots) all equestrian and animal facilities (as above) shall be kept in an area more than 85 feet from the centerline of Camino Mariposa, and 35 feet from the bluff ridge, (10 feet from the 25 foot wide trail easement that runs along the bluff ridge). No animals shall be kept, raised or maintained within 50 feet of any adjoining residential dwelling (garages shall not be considered part of a

residential dwelling for purposes of this restriction). To enhance property values as well as for the quiet enjoyment of the residents, it is of primary importance and a requirement that all equestrian and other animal facilities be kept at all times in a clean, sanitary, neat and orderly condition to prevent the potential for a nuisance as identified within section 1 (D).

H. Disclosure Regarding Agricultural Operations: All prospective purchasers of lots are advised of, and have had ample opportunity to investigate, the potential consequences of agricultural operations on adjacent parcels, which may include dust, noise, odors and agricultural chemicals. Potential purchasers are also advised of the "Right To Farm" laws promulgated by the State of California and the County of San Luis Obispo and their impact on continuing agricultural uses. Potential purchasers are advised to investigate these matters prior to purchasing a lot in the tract.

I. Greenbelts: In order to create a visual buffer for the benefit of the lots, greenbelts of existing trees have been created. Within these greenbelts, no trees shall be removed or substantially lowered, except as necessary for removal of hazardous, dead or severely diseased trees and/or branches. Trees removed shall be replaced preferably with California native vegetation such as any of the various ceanothus and manzanitas, coastal live oaks or other drought-tolerant vegetation as approved by the County Development Review Section.

The greenbelts are identified as follows: a northerly boundary greenbelt 50 feet in width shall apply to the back of lots 30, 31 and 33; a southerly boundary greenbelt 50 feet in width along the bluff ridge, shall apply to the back of lots 22 through 29 (the bluff lots); an easterly boundary greenbelt, 10 feet in width, shall apply to lots 17, 18, 19, 20 and 22 and open space lots 21 and 46; a westerly boundary greenbelt along Indiana Way, 50 feet in width, shall apply to open space lots 38 and 39; and a westerly boundary greenbelt, 50 feet in width shall apply to the back of lots 34, 35, 36 and 37.

J. Drainage Basins: All drainage basins which are originally constructed and placed on any lot, together with any fencing thereon (including any drainage basins on the open space lots) shall be maintained and kept in their as-built condition by the respective owners of the lots on which they are placed. Lots may be sold without design or installation of drainage basins that **may be** subsequently required as a precondition to construction or alteration of any structure on the lot. On such lots, the lot owners shall be responsible for designing, installing and maintaining drainage basins required by the County of San Luis Obispo or other responsible governmental agency. For lots 22 through 29 (the bluff lots), drainage basins may be constructed up to, but not closer than, 10 feet of the 25 foot wide trail easement. Any grading within 50 feet of the bluff ridge shall direct surface waters away from the bluff.

K. Lot 32: Lot 32 is an open space lot that is allowed, per the County approved development plan and the final tract map recorded in the Office of the County Recorder. Lot 32 includes a 6,000 square foot building envelope as identified on the

final tract map, additional map sheet. The boundary of said building envelope is exactly 75 feet from the centerline of Camino Mariposa and exactly fifty feet from the boundary line between Lot 32 and Lot 33. The location and shape of the building envelope may be modified if such is allowed by the County of San Luis Obispo or other responsible government agency.

Lot 32 has a recovering Monarch Butterfly clustering site. Some information concerning the Monarch Butterfly and this site is provided here for the future owner(s) of lot 32 as well as neighboring property owners. The Monarch Butterfly is a migratory insect. During each year five generations of Monarch Butterflies will live out their life cycle. One of these generations will, for unknown reasons migrate south for the winter. The Western Monarch arrives along the California Coast typically during October and November. They cluster together in autumnal and overwintering roosting sites during the colder months of November through February, then during March they leave and migrate north to their summer breeding grounds. The Monarch Butterfly is not threatened or endangered, however the overwintering roosting sites are. The roosting site on lot 32 is slowly recovering. Some thirty years ago the site was destroyed by logging activities, or so it is believed. Then in 1979 a fire burned through. Since then the site has been recovering, even though there was yet another fire that went through in 1995, doing some damage. At this time the site is not considered an active roosting site even though some clusters have been observed during years with higher Monarch populations. The density of the forest will increase as the trees recover and grow, hopefully creating a suitable microclimate resulting in a return of the Monarch Butterflies in significant numbers.

In a report for the California Department of Fish and Game in 1989, only 87 active known overwintering sites were identified. Because of the scarcity of these sites and the unique biological phenomena of this migrating butterfly, this potential site is viewed as an asset to the Open Space Area and property owner. During the Monarch Butterfly Study (by Richard Little, Tract 2262, 18 January 1999) this area was rightfully determined to be too windy and unprotected. To block the strong winds coming over the bluff and through the Preserve the owner of this lot is encouraged to care for and plant additional trees in a circular pattern around the knoll. The 6000 sq-ft building envelope has been placed on the east side, outside the Preserve. An alternate location could be on the Monarch Knoll inside the Preserve. A large two story residence acting as a wind breaker would improve the microclimate on the north side of the knoll where roosting clusters have materialized in years past. This alternate location would require County approval of an amendment to the Development Plan (S970128U). Future property owners of this lot are hopefully enthusiastic about the recovery of this Monarch Butterfly Clustering Site. To be realistic, however, there is the possibility the site may never recover. Even so, the site shall remain a Habitat Preserve for the Monarch Butterfly.

As a Monarch Butterfly Habitat Preserve, special restrictions have been created. Tree removal within the Preserve (the shaded area on the "Additional Map Sheet") is limited to hazardous, dead, or severely diseased trees. Trees removed shall be replaced with trees that will serve as wind breakers in the future. The forest encompassing the preserve is to be maintained for fire prevention purposes. All dead or

downed trees should be removed and all fallen leaves and debris should be removed periodically. During the months of November through February with Monarch Butterflies present, activities that interfere or tend to interfere with any clustering of, or roosting activities of the butterflies is prohibited.

Educational information on the Western Monarch Butterfly is readily available on the internet. Richard Little was a great source and wealth of information during the Monarch Butterfly Study in 1999. If available, he would be an enthusiastic consultant.

2. BUILDING AND DEVELOPMENT CONDITIONS:

A. Minimum Residence Size: The primary residence exclusive of garages, guest houses, and outbuildings, shall be at least 3,200 square feet in size.

B. Two Story Houses: With respect to any two story houses, (exclusive of garages, guest houses and out buildings), the ground level story shall be a minimum of 2,000 square feet.

C. Garages: All residences shall have garage space for at least three vehicles and have a minimum of 840 square feet of floor space. The garages shall be integral with the house, or attached directly by way of an integral breezeway, making the house and garage appear as one structure. Designs with two double or triple car garages facing each other having a common courtyard/driveway with one garage integral with the house are acceptable.

D. Roofs: All roofs shall be of clay or concrete tile, or concrete shingle, and shall have a minimum pitch of 5 vertically to 12 horizontally.

E. Exterior Surfaces: Exterior surfaces of houses and garages shall be of at least 50% stucco or masonry construction; no T 111 siding shall be used.

F. Detached Structures: All detached structures shall be designed and built in a style identical to and harmonious with the style of the primary residence.

G. Fencing: All residential lot fencing within the setback as identified in section 1 (G), shall be of standard wood, metal, or masonry fencing material. No chain link, barbed wire, hog wire, chicken wire, or other similar metal material shall be used between the street and the setback. Backyard perimeter fencing (in back of the setback) may be of other standard fencing materials, except that barbed wire, chicken wire, and materials not normally used for fencing shall not be permitted.

H. Reference to County - Approved Development Plan: All building on and development of lots within the project shall conform to the Development Plan for the project (San Luis Obispo County Planning Commission Resolution No. 99-100). Prospective buyers are directed to contact the County Department of Planning and Building regarding such requirements.

I. Fireplaces: All fireplaces and wood-burning appliances within new houses on the lots shall conform with the latest EPA fireplace standards.

J. Bluff Building Setbacks: Lots 22 through 29 (the bluff lots), shall be prohibited from having any portion of any structure, including the residence and any outbuildings, within 105 feet of the southerly residential lot boundary. This restriction does not extend to equine improvements, which may be placed within said setback but must be placed not less than 10 feet from the trail easement.

3. ENFORCEMENT: Any owner of a lot within the subject property, shall be entitled to take legal action against any other owner who shall violate any restriction or fail to comply with any requirement of this Declaration. Such action may be at law for damages or in equity to restrain a violation hereof, or both. In any such action, the prevailing party shall be entitled to recover reasonable attorneys' fees, expert witness fees, and court costs in said action.

4. AMENDMENTS: This Declaration may be modified or amended by the execution of either an Amended Declaration, or of an Amendment of this Declaration, duly executed and acknowledged by fifty-one percent (51 %) of the owners of Lots 17 through 20 and Lots 22 through 37. Notwithstanding any other provision of this Declaration, no amendment, change, modification, or termination of the conditions, covenants, and restrictions of this Declaration regarding the following provisions shall be effective for any purpose until approved in writing by the Director of Planning and Building of San Luis Obispo County, California: (a) maintenance of the drainage basins, (b) maintenance of the open space lots, or (c) the provisions requiring reference to the development plan approved by the County.

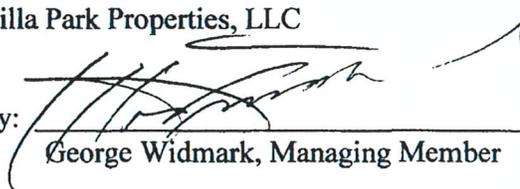
5. ANNEXATION OF NEIGHBORING PARCELS: Neighboring parcels subdivided in the future, may be annexed to the project and made subject to this Declaration at the written election of Declarant, at any time and from time to time. Such election shall be made by the recording of a supplement to this Declaration. The supplement shall describe the real property to be annexed, shall state that it is being effected pursuant to the terms of this Declaration for the purpose of annexing the property described in the supplement to this Declaration. Any supplement recorded in accordance with the terms of this Section shall be conclusive in favor of all persons who relied on it in good faith. Upon recording the supplement in accordance with the provisions of this Declaration, the real property described in the supplement shall be part of the project and subject to the provisions of this Declaration, and thereafter all of the owners of any of the lots constituting a portion of the annexed real property shall automatically be subject to the covenants, conditions, and restrictions contained in this Declaration.

The supplement may contain additional conditions, amendments, and modifications to this Declaration as are necessary to reflect the different character, if any,

of the real property being annexed, which are not inconsistent with the general scheme of this Declaration. No supplement may materially adversely affect the rights of owners without the prior affirmative vote or written consent of at least 66-2/3 % of owners of lots covered by this Declaration.

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

DECLARANT:
Villa Park Properties, LLC

By: 
George Widmark, Managing Member

