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CHRISTIAN E. IVERSEN
605 Thirteenth Street
Paso Robles, CA 93446

DECLARATION OF RESTRICTIONS

This DECLARATION OF RESTRICTIONS is made on 4/5/17, 2017, by S. Keith Belmont, Trustee of the Belmont Family Survivor's Trust u/d/t 11/14/1990 and the Belmont Family Exemption Trust u/d/t 11/14/1990, ("Declarant").

WHEREAS, Declarant is the owner of Parcels 2, 3, and 4 of Parcel Map COAL 15-0106, as recorded in Book 79 of Parcel Maps at Pages 19-22 in the office of the County Recorder of the County of San Luis Obispo, State of California, on November 14, 2016 ("Parcels 2, 3 and 4"); and

WHEREAS, Declarant intends to sell Parcel 4, restricting it to preserve the value and residential qualities of the land for the benefit of the present and future owners of Parcels 2, 3, and 4.

NOW, THEREFORE, Declarant declares that Parcel 4 is held and will be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants, restrictions and limitations set forth in this Declaration, which is established and agreed on for the purpose of enhancing and protecting the value, desirability and attractiveness of Parcels 2 and 3. All of the restrictions, covenants and limitations will run with the land and will be binding on all parties having or acquiring any right, title or interest in Parcel 4, or any part thereof, and will inure to the benefit of all the parties acquiring or having any right, title or interest in Parcels 2 and 3. Each grantee of a conveyance or a purchaser under a contract or agreement of sale covering any right, title or interest in Parcel 4, by accepting a deed or contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all of the restrictions, covenants, and limitations set forth in this Declaration, as follows:

1. Construction Value.

No dwelling shall be permitted at a construction value of less than one hundred and forty dollars (\$140.00) per square foot, said amount being the construction value level for quality residential homes prevailing on the date the Declaration is recorded, it being the intention

and purpose of this Declaration to assure that any dwelling shall be of a caliber of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded at the minimum construction value per square foot stated herein.

2. Minimum Square Feet.

The ground floor area of any single family dwelling, exclusive of garages, open porches, verandas, balconies, eaves, steps or other similar projections, shall not be less than one thousand eight hundred (1,800) square feet.

3. Tanks - Water, Gas or Other Liquid.

Tanks shall be located in the least visually prominent site feasible when viewed from any neighboring residence. Tanks shall be screened by topographic features, existing vegetation and/or structures, and be a neutral, non-contrasting color.

4. Exterior Lighting and Fixtures.

No fluorescent, mercury vapor, sodium or amber vapor lights shall be used outdoors. Standard outdoor lights of the type used for security must be enclosed in a manner that directs the light downward in a specific area without causing a visual nuisance to neighboring properties, or in a manner which would create light pollution.

5. Animals.

All reasonable measures shall be taken to reduce annoying noises from animals, such as barking dogs. Crowing fowl shall not be raised or kept on the property.

6. Outbuildings.

Any outbuilding shall match the style and quality of the residential structure. There shall be no metal outbuildings.

7. Nuisances.

No noxious or offensive activity may be carried on, nor may anything be done that may become an annoyance or nuisance to the neighborhood.

8. Recreational Off-Road Vehicles and Motorcycles - Noise and Dust.

There shall be no off-road recreational vehicle or motorcycle activity on the property or any off-road vehicle track or motocross course on the property, or any similar recreational activity that creates noise and dust. Off-road vehicles for maintenance and agriculture use are acceptable.

9. Easement.

There is an exclusive easement for ingress, egress and utilities across the northerly 40 feet of the property for the benefit of Parcel 3. No gates or other obstruction shall be placed across any portion of the easement area. The southern boundary of the easement area may be fenced off at the discretion and sole expense of the owner of Parcel 4.

10. Architectural Control.

No building having an equivalent value greater than \$10,000.00, as determined by construction value for structures on the date this Declaration is recorded, may be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of the external design to the existing structures, and as to location with respect to topography and finish grade elevation. Approval shall not be unreasonably withheld.

11. Architectural Control Committee.

The Architectural Control Committee is composed of S. Keith Belmont. He may designate a representative to act for him. At any time the then record owners of Parcels 2 and 3 will have the power through a duly recorded written instrument to change the membership of the committee.

12. Committee Procedures.

The committee's approval or disapproval as required by these covenants must be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants will be deemed to have been fully complied with.

13. Term.

These covenants are to run with the land and will be binding on all parties and all persons claiming under them until such time there is an instrument signed by the owners of Parcels 2 and 3 agreeing to change the covenants in whole or in part.

14. Enforcement.

Enforcement will be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. Severability.

Invalidation of any one of these covenants by judgment or court order will not affect any of the other provisions, which will remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the date first above written.

DECLARANT



S. Keith Belmont, Trustee of the Belmont Family
Survivor's Trust u/d/t 11/14/1990 and the Belmont
Family Exemption Trust u/d/t 11/14/1990

CERTIFICATE OF ACKNOWLEDGMENT


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SAN LUIS OBISPO)

On ~~March~~ ^{April} 5, 2017, before me, Phyllis R. Dodd, Notary Public, personally appeared S. Keith Belmont, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public

