

28953

DECLARATION OF RESTRICTIONS

GEORGE L. ANDRE and JANE ANDRE, record owners of Tract No. 93 in the city of San Luis Obispo, County of San Luis Obispo, State of California, as per map thereof, recorded December 14, 1959 in Book 6 at page 34 of Maps, in the office of the Recorder of said County, do hereby certify and declare that said parties have established and do hereby establish for the benefit of present and future owners and encumbrancers of said Tract No. 93, the following conditions, restrictions, and reservations subject to which said lots shall be held by said owners and shall be sold and conveyed by them and which shall inure to and pass with each and every lot in said Tract No. 93 and shall apply to and bind the heirs, devisees, administrators, executors and other respective successors in interest and assigns of the present owners, to-wit:

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential and small farms purposes.
2. **DWELLING COST, QUALITY AND SIZE.** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet.
3. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.
4. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance of nuisance to the neighborhood.
5. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a permanent residence, provided, however, that the owner of a parcel within this tract who is engaged in the construction of a residence upon said parcel may occupy any one of the aforementioned structures for residential purposes, but not for a period to exceed twelve months. None of the other facilities or structures mentioned above, other than residences, may be rented for residential occupancy.
6. No dwelling structure shall be permitted to remain on the said premises unless its exterior portions have been completely finished within six months from the start of said construction or unless work upon the completion of such structure is in continuous operation during the full eight hours of at least five days of each week. Completion of exterior of a residence shall mean that the portion of the house visible from any street or adjoining property must be finished by use of patented siding, stained or painted wood, or natural stone, brick or stucco.
7. No pigs or hogs shall be kept or harbored on any part of said premises.
8. No billboard sign or advertising device whatever shall be permitted upon said premises except signs advertising property for sale or for rent, or signs relating to the sale of products produced and

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raised on the premises on which signs are placed; said signs shall be limited to three (3) square feet in area.

9. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

10. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED: , 1959.

George L. Andre

Jane Andre

STATE OF CALIFORNIA }
COUNTY OF SAN LUIS OBISPO } SS.

On December 30, 1959, before me, the undersigned, personally appeared George L. Andre and Jane Andre, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

Dooris M. Eckhart
Notary Public in and for said
County and State

DOORIS M. ECKHART
My Commission Expires June 2, 1963

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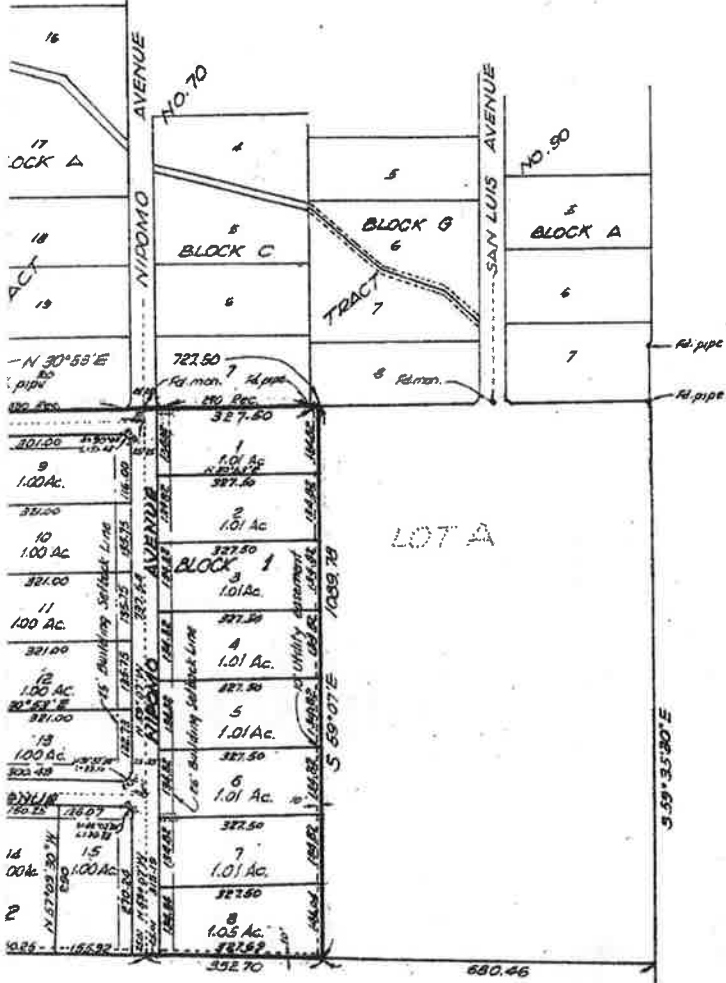
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RECORDED AT REQUEST OF
SECURITY TITLE INSURANCE COMPANY
AT 30 MIN. PAST 3A M.
VOL. 1040 O.R. P. 294
SAN LUIS OBISPO COUNTY, CAL.

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J. F. Brown
County Recorder
By J. F. Brown Deputy
Fee \$ 2.00 Indexed

- ┌ Indicates a 1 1/2" pipe on tract boundary
- └ Indicates street monuments 1 1/4" pipe
- All lot corners are 2 1/2" x 4" redwood stakes
- ┆ Indicates 4"x25" anchorage

Basis of bearings: Ely. line Tracts 70 & 90
N 30° 53' E



MAD OF
TRACT NO. 93
VISTA DEL MORRO NO. 5
 A RESUBDIVISION OF
LOTS A, B, C OF THE SLACK TRACT
RANCHO LOS OSOS & LA LAGUNA
 SAN LUIS OBISPO COUNTY, CALIFORNIA
GEO. ANDRE - SUBDIVIDER
 JUNE 1959 SCALE 1"=200'
 CHARLES P. PORTER L.S. 2391
 Sheet 2 of 2 sheets



SLACK

TRACT

LOT 8

