

#7

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

MEL
6/06/2003
2:48 PM

RECORDING REQUESTED BY :
FIDELITY NATIONAL TITLE
ORDER #162142

DOC#: 2003061602

Title: 1 Page: 6



Fees	22.00
Taxes	0.00
Others	0.00
PAID	\$22.00

When Recorded Mail To:

Roger P. Franklin and
Anna Franklin, Trustees
179 Niblick Road
Paso Robles, CA 93446

APN :

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made this 30th day of May, 2003, by Roger P. Franklin and Anna F. Franklin, Trustees of the Roger P. Franklin and Anna F. Franklin 2001 Trust.

WHEREAS, Declarants are the owners of the following described property:

Parcels 2, 3, & 4 of Parcel Map CO-0051 in the County of San Luis Obispo, State of California, according to the map recorded March 18, 2002 in Book, 56, at Page 36 of Maps, in the office of the county recorder for said county and state.

WHEREAS, Declarants intend to sell the above-described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of its future owners.

NOW, THEREFORE, Declarants declare that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions hereafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said real property. All of the covenants, conditions and restrictions herein set forth shall run with the property and shall be binding on all the parties having or acquiring any right, title or interest therein.

ARTICLE I - LAND USE AND BUILDING TYPE

No lot shall be used except for residential and agricultural purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling, a private attached garage of no less than 3 cars, accessory buildings or barns, a guest house or secondary dwelling as allowed under county ordinances.

ARTICLE II - PRIMARY RESIDENCE CONSTRUCTION

The living area of the primary residence shall not be less than twenty-two hundred (2200) square feet. All building placement and locations shall be governed by county ordinance. Primary residence construction shall not exceed an eight (8) month period. Any temporary housing used prior to, during, or after this construction period shall be properly permitted by the county.

ARTICLE III - ACCESSORY BUILDINGS OR STRUCTURES

All accessory buildings, barns, shops, and similar structures may be of metal construction, but must be color coordinated to look as close as possible to the main dwelling. Guest houses and secondary dwellings shall be built out of the same construction materials as the main residence, or if they are not available, as similar materials as possible, and shall also be color coordinated to look as close as possible to the main dwelling. Setbacks and placement shall be governed by county ordinance.

ARTICLE IV - ANIMAL KEEPING

Animal keeping shall be governed by local and county ordinance including but not limited to the following:

- a.) No exotic animal keeping
- b.) No keeping of any animal that could pose a threat to the safety of the public
- c.) All animal pens, corrals and barns shall be kept in a sanitary condition so as to assure no offensive odors to the neighboring properties.

ARTICLE V - BUSINESS EQUIPMENT

Any home business or trade shall be conducted inside accessory buildings or residence. Excess vehicles, equipment or materials for home or outside business stored on the property shall be within a garage, accessory building or fenced-in area out of public view.

ARTICLE VI - NUISANCE

No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

All inoperable vehicles and equipment of any description shall be stored within a garage, accessory building or fenced-in area out of public view. Any similar personal property not properly stored may be summarily removed and placed in storage at the owner's expense, after reasonable notice has been given.

All operable equipment, trailers, motor homes and the like are to be stored in an orderly fashion.

All piles of lumber, metal, trash or parts of machinery are permitted to be stored on the property only within a garage, accessory building or fenced-in area out of the public view except during a construction period.

No lot shall be used or maintained as a dumping ground. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE VII - EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded parcel map. Within these easements no structure, fences, planting or other material shall be placed or permitted to remain or grading allowed which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VIII - AMENDMENT

The Declaration may be amended at any time and from time to time, by a duly recorded amendment executed by the then owner(s) of not less than sixty percent (60%) of the lots then subject to this Declaration. Declarants shall have the right to amend or revoke these covenants at anytime prior to the sale of more than half of the lots herein described.

ARTICLE IX - 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 twenty (20) years unless an instrument signed by a majority of the then owners of the lot has been recorded agreeing to change said covenants in whole or in part.

ARTICLE X - ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. The prevailing party shall be entitled to attorney fees and costs arising out of any action in regard to the enforcement of these covenants.

ARTICLE XI - SEVERABILITY

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

SIGNED this 30th day of May, 2003, at Paso Robles, California

Roger P. Franklin
Roger P. Franklin, Trustee

Anna F. Franklin
Anna F. Franklin, Trustee

STATE OF California

COUNTY OF San Luis Obispo

on May 30, 2003 before me, Karen L. Patterfield

Acknowledgment Continue on next page

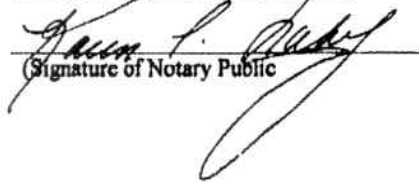
Acknowledgment begun on previous page

(Name, Title of Officer)

personally appeared Roger P. Franklin and Anna F. Franklin

personally known to me for (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they shall execute the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal,


(Signature of Notary Public)



(This area for notarial seal)

END OF DOCUMENT

Government Code 27361.7

I certify under the penalty of perjury, that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Karen Satterfield

Name of County: San Luis Obispo

Date Commission Expires: 8-13-06

Commission Number: 1369974

Signature: R. L. Brown
Fidelity National Company

Date: 6/6/05

San Luis Obispo, California

END OF DOCUMENT

Recording Requested by ^{FD} and
When Recorded Mail To:

Roger and Anna Franklin
179 Niblick Road, #183
Paso Robles, CA 93446

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder

Recorded at the request of
Fidelity Title Company

LO
3/18/2002
8:00 AM

DOC#: 2002021560



Titles: 2 Pages: 11

Fees	44.00
Taxes	0.00
Others	0.00
PAID	\$44.00

APN

DBL

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND ESTABLISHING A ROAD MAINTENANCE AGREEMENT
FOR PARCEL MAP CO 00-0051.**

WHEREAS, ROGER P. FRANKLIN and ANNA FRANKLIN are the owners of the real property (the "property"), described in Exhibit "A" attached hereto and incorporated by reference herein as though set forth in full, and are hereinafter referred to as "Declarants", and

WHEREAS, Declarants own and utilize a common road for access and utilities to the property which said road lies within an easement described in attached Exhibit "B" and shown on the map recorded concurrently with this document, and

WHEREAS, Declarants hereby declare that the real property described in Exhibit "A" shall be subject to Parcel Map CO 00-0051 recorded concurrently with this instrument and shown on Exhibit "C" attached, and

NOW, THEREFORE, Declarants hereby declare that the Project shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, repaired, maintained and improved subject to the following covenants, conditions and restrictions. All of the covenants, conditions and restrictions herein set forth shall run with the property and shall be binding on all parties having or acquiring any right, and shall be for the benefit of each owner of any portion of the Project or any interest therein and shall inure to the benefit of and be upon each successor in interest of such owners.

DEFINITIONS:

The following terms shall have the following meanings whenever used in this Declaration, unless expressly provided otherwise:

Declarants: ROGER P. FRANKLIN and ANNA FRANKLIN, husband and wife, and their successors and assigns.

Project: The real property, as described in Exhibit "A", subject to this Declaration divided or to be divided into lots.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. This instrument will be in effect as of the date of recordation in the office of the County Recorder of San Luis Obispo County.
2. Repairs and maintenance of the right of way and common access road to be undertaken and performed shall include the following:
 - a. The roadway to be maintained lies within the easement described in the Attached Exhibit "B";
 - b. The roadway shall be maintained with a graded surface that provides all weather access, and shall be maintained so that the roadway is accessible in all weather and relatively free of potholes, large cracks, or any other minor washouts or drainage outs.
 - c. Individual parcel owners may upgrade roadway surfaces providing that the individual parcel owner incurs all upgrade costs and that the upgrade does not increase maintenance cost to other parcel owners.
 - d. Weed abatement along the roadway shall be performed for fire suppression (within the easement lines).
 - e. Culverts shall be maintained so as to be free of debris and silt.
3. The owners of all parcels within the Project shall be responsible for the cost of all maintenance and repair as herein described, each owner shall share in the cost and expense for repair and maintenance from the beginning of the easement roadway up to the point where the parcel owner's driveway begins.

4. The owners of all parcels within the Project shall be equally liable for any personal injury or property damage to any worker employed to make repairs under this agreement, or to any third persons, resulting from or arising out of the repair of maintenance performed under this agreement. Each owner shall share equally the responsibility for any personal injury or property damage to any worker employed to make repairs on the roadway.
5. Said owners shall not share any liability resulting from personal injury or property damage other than that attributable to the repair and maintenance undertaken and pursuant to this agreement.
6. Said owners are responsible for carrying their own liability insurance, if any.
7. Only E.P.A. approved wood burning appliances shall be allowed for all residence uses on each parcel within the Project.
8. Disclosure is made to the buyer of each parcel within this Project of the consequences of existing and potential intensive agricultural operations on adjacent parcels, including but not limited to, dust, noise, odors and agricultural chemicals and of the County's Right-to-Farm Ordinance currently in effect at the time the buyer's deed is recorded.
9. Notwithstanding any other provisions of this Declaration, no amendment, change, modification, or termination of conditions, covenants, and restrictions of this Declaration regarding the following provisions shall be effective for any purpose until approved in writing by the Director of Planning and Building of the County of San Luis Obispo, California: (a) maintenance of the common access road, (b) the provision for disclosure of agricultural activities, and (c) the requirement concerning wood burning appliances.
10. These Covenants, Conditions and Restrictions shall be binding upon and inure to the benefit of heirs, personal representatives, successor and assigns of the parties hereto.
11. In the event of any controversy, claim or dispute relating to this instrument or breach thereof, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs.
12. This instrument contains the entire Covenants, Conditions and Restrictions between the parties relating to the obligations assumed by this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect. These Covenants, Conditions and Restrictions shall not be modified or changed unless in writing in recordable form executed by the owners of all the parcels within the Project.
13. These Covenants, Conditions and Restrictions are to be interpreted under the law of the State of California.

Exhibit A

Parcels 1 through 4 of Parcel Map CO 00-0051 as recorded in Book 56 of Parcel Maps, at Page 36, Records of San Luis Obispo County, California.

Exhibit B

That area of Climbing Tree Lane shown as Area of Offer of Declaration on Parcel Map CO 00-0051 as recorded in Book 56 Page 36 of Parcel Maps in the office of the County Recorder, County of San Luis Obispo, State of California.

NEAL SPRINGS ROAD

PARCEL MAP CO 00-0050

CLIMBING TREE LANE

PARCEL MAP CO 00-0051

M:\2001\01-525\Trac Map\01-525-FRANKLIN.dwg 01/31/02 01:45:52 PM PST



PREPARED FOR FRANKLIN AND WOODRUFF
PREPARED BY EMK & ASSOCIATES, INC
1005 RAILROAD STREET
PASC ROBLES, CA 93446
(805) 238-5427

EXHIBIT " C "

NOT TO SCALE

JOB NO. 01-525

Recording Requested by and
When Recorded Mail To:

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned, beneficiary under that certain Deed of Trust recorded as Document No. 2002-015229 on February 27, 2002, of Official Records of the County of San Luis Obispo, State of California, consents to all of the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Parcel Map CO 00-0051, executed by Roger P. Franklin and Anna Franklin, as Declarants, and agrees that the lien of the Deed of Trust shall be junior and subordinate and subject to the Declaration.

Dated: March 15, 2002.

Beneficiary:

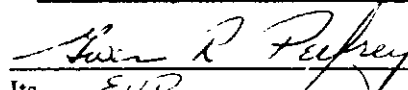
Heritage Oaks Bank,

By:

Its

Its


EVP

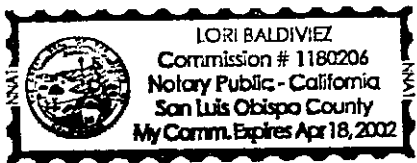

EVP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of San Luis Obispo
 On 3/15/02 before me, Lori Baldiviez
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Paul Tognazzini CVP & Gwen R. Ralphy
Name(s) of Signer(s)

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.



WITNESS my hand and official seal.

Lori Baldiviez
Signature of Notary Public

OPTIONAL

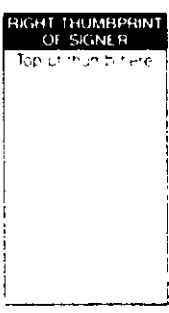
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

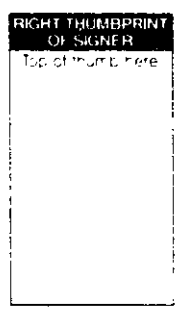
Title or Type of Document: Consent of Lienholder
 Document Date: 3/15/02 Number of Pages: 1
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer
 Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer
 Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



Recording Requested by and
When Recorded Mail To:

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned, beneficiary under that certain Deed of Trust dated August 20, 2001, recorded as Document No. 2001-064798 on August 28, 2001, of Official Records of the County of San Luis Obispo, State of California, consents to all of the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Parcel Map CO 00-0051, executed by Roger P. Franklin and Anna Franklin, as Declarants, and agrees that the lien of the Deed of Trust shall be junior and subordinate and subject to the Declaration.

Dated: March 15, 2002.

Beneficiary:

Heritage Oaks Bank,

By:

Paul [Signature]
Its EVP

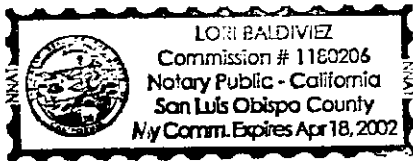
Steve R. [Signature]
Its EVP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of San Luis Obispo
 On 3/15/02 before me, Lori Baldiviez
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Paul Tognazzini, EVP and Glenn R. Pilgruy, EVP
Name(s) of Signer(s)

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.



WITNESS my hand and official seal.

Lori Baldiviez
Signature of Notary Public

OPTIONAL

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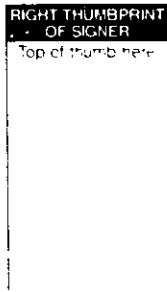
Title or Type of Document: Consent of Lumbelien
 Document Date: 3/15/02 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____