

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR**

FRANLIN ESTATES

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This DECLARATION is made on this _____ day of _____, 2007 by _____ (hereinafter referred to collectively as "Declaration").

WHEREAS, Declarant is the owner of lots 1 through 9 inclusive, as shown on the map of _____ filed _____, 2007, in the office of Humboldt County Recorder in Book _____ of Maps at Page _____ (collectively, the "Property");

WHEREAS, Declarant intends by this Declaration to make a covenant running with the land of both covenantor and covenantee pursuant to California Civil Code Section 1468; and

WHEREAS, Declarant intends to sell the Property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future owners.

NOW, THEREFORE, Declarant declares that all of the Property is held and will be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants, and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvements, use, and sale of the Property, and are established and agreed on for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and every part of it. All of the limitations, restrictions, and covenants will run with the land and will be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof.

ARTICLE 1. USE RESTRICTIONS

1.1 Property Subject to Declaration. All lots within the Property shall be subject to this Declaration.

1.2 Architectural Review. No building shall 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 Review Committee (described in Section 1.23 below) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

1.3 Land Use and Building Type. No lots shall be used or occupied except exclusively for residential purposes. All improvements shall be of a permanent nature and composed of a substantial quality of new materials. No building may be erected, constructed, altered or maintained on any lot other than one detached single-family

residence with customary and suitable outbuildings as permitted by law and subject to approval by the Architectural Review Committee. Each dwelling shall not exceed two (2) stories and shall include a private garage for not less than two (2) or more than four (4) cars unless, due to lot shape, configuration, or terrain, the Architectural Review Committee authorizes a variance, in writing.

1.4 Temporary Structures. No tent, shack, trailer, basement, garage, or outbuildings may at any time be used on any lot as a residence, either temporary or permanently, nor may any residence of a temporary character be constructed, placed, or erected on any lot.

1.5 Dwelling Size. The total floor area of the main dwelling, exclusive of the one-story open porches and garages, shall not be less than one thousand six hundred (1,600) square feet for a one-story structure and not less than two thousand (2,000) square feet for a two-story structure.

1.6 Location and Design of Structures (Set Back Requirements). The location and design of swimming pools, covered gazebos, storage buildings, barns and other outbuildings, as well as the main structures on each of the buildings sites must be approved, in writing, by the Architectural Review Committee before any construction or preparation for construction on any building site. No building may be located on any lot nearer to the property lines and road easements than the minimum set back lines shown on the recorded subdivision map.

1.7 Roof Materials; Roof Pitch. All dwellings, sheds, garages, and other roofed structures within the subdivision shall have roofing of a Class A or Class B classification, as specified in Section 3204 of the Uniform Building Code. Tar and gravel, common composition asphalt shingles, and untreated wood shake or shingle roofing shall not be used. Architectural composition shingles may be used. The major portion of the roof area of each main dwelling constructed within the subdivision shall have a minimum roof pitch of 5:12.

1.8 Easements and Rights of Way. The Property is subject to easements and rights of way as shown on the recorded subdivision map for the installation and maintenance of utilities, entrance signs, monuments, to provide drainage, and to provide access to fire and emergency vehicles. No structure, planting, or other materials shall be placed or permitted to remain within these easements and rights of way which may interfere with the use thereof or which may change the direction of drainage flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it will be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

1.9 Grading. No grading which will create cuts or fills for roads, driveways, building sites, drainage ways or ditches on any lot will be permitted without prior review and approval of the City of Fortuna Building Department.

1.10 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind will be permitted on or in any lot, nor are oil wells, tanks, tunnels, mineral excavations, or shafts permitted on or in any lot. No derrick or other structure designed for use in boring for oil or natural gas may be erected, maintained, or permitted on any lot.

1.11 Heavy Equipment and Machinery. No heavy equipment, machinery of any type an inoperable vehicles, including, but not limited to, equipment and machinery used in connection with any construction, transportation, mining, drilling, farming, manufacturing, or similar business, shall be parked or stored on any street or driveway, either temporarily or permanently, nor shall any such equipment or machinery be stored or parked on or about any lot, except unless located either inside a garage or other outbuilding or unless located in an area attractively screened or concealed from view of neighboring lots and streets in a manner approved, in writing, by the Architectural Review Committee. This shall not prohibit the use of such equipment and machinery as necessary and customary in connection with the construction of a dwelling structure and outbuildings

1.12 Street Parking. Lot owners shall utilize parking areas within their own property lines. Street parking along _____ Court is reserved for short term parking, primarily for guests and visitors. Overnight parking on _____ Court is prohibited.

1.13 R.V. Parking. Long term parking for well maintained RVs may be allowed in a designated improved area within own lot approved by the Architectural Control Committee.

1.14 Offensive Conduct, Nuisances, Noise. No noxious, harmful or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Development, or which shall in any way interfere with the use and enjoyment of their Lots or Residences. Without limiting any of the foregoing, no Resident shall permit noise, including without limitation the barking of dogs or excessively loud music, to emanate from the Resident's Lot, vehicles or the vehicles of guests or invitees, which would unreasonably disturb another Resident's enjoyment of his or her Lot.

1.15 Permitted Vehicles. Campers, boats, trailers, motor homes, recreational vehicles, and commercial vehicles may only be parked on a Lot, and then only if the vehicle or trailer is located in a garage or adjacent to the Residence or other related structures. No motor home, camper or trailer shall be used as a residence or for short-term occupancy while parked on a Lot within the Development. Visitors of Residents may utilize a motor home, camper, or trailer as temporary lodging, provided that such use shall not exceed 21 days within any calendar year.

1.16 Vehicle Repairs. No major vehicle repairs shall be undertaken except within an enclosed garage or otherwise screened from view of adjacent Residences.

1.17 Farm Animals. Are prohibited.

- (a) Permitted Animals. Except as otherwise limited below in this Section, a reasonable number of animals may be kept on a Lot, provided that they are maintained under reasonable control at all times, in conformance with any County ordinances, and consistent with the zoning of the Development.

1.18 Fences. All fences, including their location, style, material, color, height and function will be subject to the approval of the Architectural Review Committee before installation. Side fences within front yard setback shall not exceed three feet.

1.19 Signs. No signs of any kind or other advertising device of any character for any purpose or use whatsoever may be erected, posted, pasted, painted, displayed, or maintained on the Property, except that on any one lot or building site one (1) sign not larger than twenty-four (24) inches by twenty-four (24) inches advertising the Property for sale or lease may be erected and maintained. It is further provided that Declarant or its agent may erect and maintain on the Property signs and other advertising devices as it may deem necessary or proper in connection with the conduct or its operations for the development, improvement, subdivision, or sale of the Property.

1.20 Driveways. All driveways shall be paved.

1.21 Maintenance of Lots and Improvements. All lots, whether occupied or unoccupied, and all improvements within the subdivision, including the signage and fencing identified in Paragraphs 1.18 and 1.19 above, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of accumulation of rubbish, trash or debris. All improvements, including the signage and fencing identified in Paragraphs 1.18 and 1.19 above, shall at all times be kept in good condition and not permitted to fall into disrepair. Shrubs, trees, grass and plantings of every kind on any lot shall be kept neatly trimmed and maintained so as to present an attractive, clean, and wholesome appearance at all times. No lot may be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers located at the rear or side of each residence.

1.22 Storage of Personal Property. No scrap material, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any portion of the Development, except within an enclosed structure or appropriately screened from view, and so long as no fire hazard is created thereby.

1.23 Diligence in Construction. The work of constructing and erecting any building or structure must be prosecuted diligently and continuously from the start thereof until it is completed. All structures must be suitably painted, colored, or stained immediately on construction as per plans and specifications.

1.24 Architectural Review Committee. The Architectural Review Committee shall be comprised of three members. The initial members of the Architectural Review Committee shall consist of Jon S., Phil G. and Jeff M. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event of the failure of the Declarant to appoint such committee, or its failure to function, or at such time as Declarant no longer owns any of the lots in the subdivision, then the committee shall be elected by a majority of the owners of the lots in the subdivision. However, in the event that such a committee is not in existence or fails to approve or disapprove a design or location within thirty (30) days, then such approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures of the subdivision.

ARTICLE 2. MISCELLANEOUS PROVISIONS

2.1 Term. All of the covenants and restrictions of this Declaration are imposed on the Property for the direct benefit of the Property and the owners of the Property as part of a general plan of improvement, development, building, occupation and maintenance. These covenants and restrictions will run with the land and will be binding upon all owners of the Property and all persons claiming under them, until December 31, 2017, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then owners of record of the Property has been recorded, agreeing to amend this Declaration in whole or in part or to terminate this Declaration.

2.2 Enforcement. Enforcement shall be by proceedings at law or in equity against such person or persons violating or attempting to violate any provisions of this Declaration, which said proceeding may be brought by or joined in by anyone who is then an owner of any lot affected by this Declaration, and in which action violations may be enjoined and/or damages recovered. Their failure to enforce any covenant or restriction in this Declaration will not be deemed a waiver of the right to enforce thereafter.

2.3 Requirement of Inclusive Rental Agreement. No Owner may rent or hire any garage, accessory building, or similar improvement to anyone who does not have the right of possession of the entirety of the Residence on the Lot.

2.4 Drainage. No Owner shall do any work, construct any Improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's in a manner that impacts any adjacent Lots.

2.5 Effect on Security Interest. A breach of the covenants contained in this Declaration will not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for the value of the Property or any part thereof, provided, however, that any subsequent owner of such Property will be bound by the covenants of

this Declaration, whether that owner's title was acquired by foreclosure or in a trustee's sale or otherwise. A lender who acquires title by foreclosure or deed in lieu of foreclosure or trustee's sale will not be obligated to cure any breach of the covenants that occurred before that acquisition of title, but will be bound by the covenants of this Declaration.

2.6 Severability. Invalidation of any of these covenants by judgment or court order shall not affect any of the provisions that shall remain in full force and effect.

2.7 Amendments. This Declaration may be amended upon the sale of all nine lots and then from time to time, by an instrument, in writing, signed by two-thirds (2/3) of the then owners of record of the Property, which written instrument will become effective on its recording with the County of Humboldt.

DECLARANT: