JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder

AB
11/22/2006
8:00 AM

Recorded at the request of
Cuesta Title Company

DOC#: 2006083073

Titles: 1 Pages: 14

Fees	46.00
Taxes	0.00
Others	0.00
PAID	$46.00

RECORDING REQUESTED BY
Cuesta Title Company
WHEN RECORDED MAIL TO

Name KELLY GEARHART
Street Address 6205 ALCANTARA
City,State Zip ATASCADERO, CA. 93422

Order No. - -

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Vineyard Hill

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Vineyard Hill

PREAMBLE

The intent and purpose of this document is to preserve the inherent natural beauty of rural San Luis Obispo County and to foster in the development of the Vineyard Hill development, the blending of rural attributes with the desire for a better place to live.

The quality of the development is dependent on the people and their attitudes towards the community in which they live. The covenants contained in this declaration are directed towards the goal of creating a fine rural residential community and creating an environment in which people will be proud to own. The administration and enforcement of these covenants will be the responsibility of the Declarants and their successors and assigns.

DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

Vineyard Hill

THIS DECLARATION is made on November 2, 2006 by PRO-BILT, INC., a California corporation; VINE STREET HOMES, LLC, a California limited liability company; KELLY V. GEARHART, a married man as his sole and separate property; ATASCADERO HOMEOWNERS, LLC, a California limited liability company; HURST FINANCIAL CORPORATION, a California corporation; SAN LUIS COAST DEVELOPMENT, INC., a California corporation; MORRO ROAD HOMES, LLC, a California limited liability company; JOSHUA D. BRARD and COURTNEY L. BRARD, husband and wife as joint tenants; and FRED MACHADO, an unmarried man ("Declarants").

WHEREAS, Declarants own certain real property described in Section 1 of this Declaration; and

WHEREAS, Declarants intend by this Declaration to establish restrictions, limitations, and covenants that run with the land and will be binding on all parties (and their successors) having or acquiring any right, title or interest in the real property described in Section 1; and

WHEREAS, it is the desire and intention of Declarants to sell and own the property described in Section 1 and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the real property described in Section 1 and the future owners of that real property;

NOW, THEREFORE, Declarants declare that all of the property described in Section 1 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 improvement, 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 described in Section 1 or any part thereof, and will inure to the benefit of all of the property described in Section 1 and the future owners of that property. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any right, title or interest in the real property described in Section 1, by accepting a deed or a 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.

1. PROPERTY SUBJECT TO DECLARATION

1.1. The property subject to this Declaration is known as Vineyard Hill, and is more particularly described in attached Exhibit "A".

2. DEFINITIONS

(a) "Lot" or "Lots" means one, or in the case of Lots all, of the parcels of real property referred to in Section 1.

(b) The "Property" means the property described in Section 1 or any portion of that Property.

(c) "Street" means any street or road existing or of record.

3. BASIC RESTRICTIONS

3.1. Use of Property. Except for the buildings (including residences) under construction and having a building permit issued prior to the recording of these CC&Rs, no building may be erected, constructed, altered, or maintained on any of the Lots other than a single family residence of not less than 1,750 square feet enclosed living space (excluding porches [enclosed or not], patios, decks and other attached improvements) with customary and suitable outbuilding as permitted by law. Examples of outbuildings, for illustration but not limitation, are barns, workshops, pool houses, gazebos, stables, aviaries, tennis courts, swimming pool, riding arena.

3.2. Height Limitations. No structures may be placed or landscape materials allowed to grow on any of the Lots in a manner that substantially impairs the view from adjacent Lots. The term "structures" includes fences.

3.3. Changing Grades, Slopes and Drainage. No change in the established grade or elevation of the Lots, and no change in the established slope or ratio of the cuts and fills, which alters established drainage patterns will be permitted without the prior written approval of the San Luis Obispo Building Department. For the purpose of this Declaration, established drainage patterns are defined as the drainage patterns existing at the time the grading of the Property was

completed in conformity with the county-approved grading plan. No drainage will be allowed to drain over any banks.

Declarants reserve the right to make any and all cuts and fills on the Property and on the building sites included on the Property, and to do such grading as in its judgment may be necessary to grade roads and Lots designated or delineated on the Map of the Property or any part thereof.

Each of the owners of the Lots covenants to permit free access by Declarants and owners of adjacent Lots to slopes or drainageways located on its, his or her property when access is required for the maintenance or permanent stabilization of the slopes, maintenance of the drainage facilities, or protection and use of property other than the Lot on which the slope or drainageway is located.

3.4. Wells, Derricks and Mines. Except for wells for the production of, or from which there is produced, water, no wells for oil or gas may be operated on any lot, nor may any machinery, appliance or structure be placed, operated or maintained on any Lot for use in connection with any trading, manufacturing or repairing business. No mining or quarrying operations of any kind will be permitted on or in any lot, nor will oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. Any well, water storage tank or related equipment shall be screened in such a manner that such structure shall not be visible outside of the Lot.

3.5. Nuisance and Nonconformity.

(a) Nuisance. No noxious or offensive trade or activity may be carried on on the Property, nor may anything be done on the Property that may be or may become an annoyance or nuisance to the owners of occupants of the Lots, including but not limited to storage of any materials that might create an insect pest control problem, or the ill-maintenance of any plant or landscape materials.

(b) Animals. No commercial livestock breeding facility shall be maintained on any parcel. All animals shall be kept in accordance with County standards, ordinances and regulations. Pets must be kept within the boundaries of the Lot and on leash or tether when outside of the animal owner's Lot.

(c) Temporary Structures. No tents, shacks, trailers, basement, garage or outbuildings may at any time be used on any Lot as a residence, either temporarily or permanently, nor may any residence of a temporary character be constructed, placed or erected on any lot.

(d) 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 sign not larger than 24 by 36 inches advertising the Lot for sale or lease, may be erected and maintained; and further except that Declarants or their agents may erect and maintain on the Property signs and other advertising devices it deems necessary or proper in connection with the conduct of its operations for the development, improvement or sale of the Lots.

(e) Poles, Masts and Antennas. No poles, masts or antennas, except for small satellite television antennas, of any type, size or height may be constructed on any lot, or on or above the roof of any dwelling or structure.

(f) Upkeep of Real Property. Each Lot owner covenants to keep, maintain, water, plant and replant all areas, slopes, banks, rights-of-way and setback areas located on that owner's Lot so as to prevent erosion and to present an attractive, clean, sightly and wholesome appearance at all times.

(g) Vending of Liquor or Beverages. No liquor or alcoholic beverages of any kind may be sold on the Property.

(h) Drying Yards/Drying Lines. No utility area or drying yard may be constructed or maintained on the Property. No clothes drying lines may be constructed or maintained on any Lot unless fully screened from view.

(i) Storage of Materials, Junk, Trash and Manure. The storage of or accumulation of junk, trash, manure or other offensive or noxious materials is specifically prohibited. No burning is permitted except in fireplaces or barbecues.

(j) Storage of Cars, Trailers, Campers, Boars, Etc. No house trailer, living trailer, self-propelled vehicle (except a motor vehicle), boat or boat trailer of any type may be parked on any street or building site, either temporarily or permanently, if visible from the street or adjoining Lots. Motor vehicles may not be parked longer than 48 hours outside of a garage or on any Lot where visible from the street. No painting, repairing or mechanical work on vehicles, other than customary maintenance work and minor emergency repairs, may be done on any building site except in enclosed areas, which areas must be sufficiently screened from the street and adjacent Lots to eliminate any possibility of a nuisance being created by the storage of such items or activities involving such items.

(k) Use of Garages. No dwelling may be constructed or maintained on a Lot without a garage large enough to contain two standard sized automobiles, which garage must be used to park the automobiles belonging to the owner or occupants of the building site, and for other purposes not incompatible with that use. Automobiles are to be kept in the garage when not in use. The use of carports in place of garages is specifically prohibited.

(l) Propane Tanks. All propane tanks shall be installed and screened so that the tanks are not visible from adjoining Lots.

(m) Fuel Storage Tanks. No fuel storage tanks shall be installed or maintained on any Lot.

(n) Off-Road Vehicles. No off-road vehicles including but not limited to dirt bikes, motorcycles, 4-wheelers, quads, and no unmuffled passenger vehicles such as jeeps, trucks, shall be operated on a Lot, except as may be necessary for the ordinary maintenance of the Lot or improvements. No Lot owner shall construct a dirt bike track, obstacle course, jump ramps, racing ovals, or operate motor vehicles engaged in such activities which would, by reason

of such use, generate noise, pollution and dust, or create a nuisance or interfere with the quiet use and enjoyment of adjoining Lot(s). It shall be presumed to be a violation of this covenant if the noise, measured at the Property line of the offending Lot owner's parcel, exceeds San Luis Obispo County noise standards.

(o) Exterior Lighting. Exterior lighting shall be constructed in such a manner as to minimize any impact on adjoining property. All such exterior lighting shall be focused so as not to illuminate any portion of a Lot which is not within seventy-five (75) feet of the residence, or an appurtenant structure to the residence.

3.6. 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. No outbuildings may be completed before the completion of the building, except that temporary office and storage buildings may be erected for workers engaged in building a dwelling on the Property. Any temporary buildings must be removed as soon as the dwelling is completed. All structures must be suitable painted, colored or stained immediately on construction as per plans and specifications.

3.7. Easements and Rights of Way. The Property, including all building sites on it, is subject to easements and rights of way for erecting, constructing, maintaining and operating public sewers, and poles, wires, pipes, and conduits for lighting, gas, power, telephone, television, and any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground, as the easements and rights of way exist or as they are, or may hereafter be located and utilized by Declarants.

4. SITE IMPROVEMENT AND DESIGN CRITERIA.

4.1. Minimum Dwelling Size. No principal dwelling erected on any Lot shall contain less than 1,750 square feet exclusive of porches, patios, garages and guest houses.

4.2. Conformity of Outbuildings. Any garages or outbuildings erected shall be designed to harmonize with the principal dwelling on the lot.

4.3. Fencing. All perimeter fencing shall be 3-rail, white vinyl fencing or pipe fencing.

4.4. Mechanical Equipment. All mechanical equipment, including utility meters, shall be located or screened in such a manner that they are not visible from the street.

4.5. Minimum Construction Standards. All single family residences shall have concrete roof tile or similar roofing treatments. Exterior siding shall consist of stucco, wood, masonry and/or composite siding only.

4.6. Landscaping. All residence structures shall be landscaped around the perimeter of the residence except where the perimeter is enclosed by opaque fencing. Landscaping shall be consistent with rural residential upscale developments and shall be properly maintained, consistent with the surrounding Lots.

4.7. Swimming Pools. All swimming pools shall have a separately maintained perimeter fence with San Luis Obispo County approved self-latching gates and non-climb fencing. Lot owners shall maintain, at all times, such non-climb fencing and self-locking gates in order to prevent unauthorized use of its/his/her swimming pool.

5. ACCESS EASEMENT

5.1. Each Lot and each owner of a Lot is hereby granted a non-exclusive and reciprocal easement for ingress, egress, street, roadway and vehicular traffic purposes over and along the existing roads located on the Property. This easement shall, at such time as Declarants have completed the improvements including asphalting of the primary access road throughout the Property, be interpreted and so limited as to apply only to the asphalt roads constructed by Declarants, except as otherwise expressly stated in a subsequent recorded amendment to this Declaration. No owner of any Lot is to have a right of access over other owners' Lots on farm roads, trails, or other unimproved roadways that have not been expressly improved with an asphalt surface by Declarants.

6. SCOPE AND DURATION

6.1. All 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 a 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 on all of the owners of the Property and all persons claiming under them, and continue to be in full force and effect for a period of forth (40) years from the date that this Declaration is recorded. After the expiration of this period, the covenants and restrictions will be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by three-fourths of the then owners of record of the Lots, has been recorded, agreeing to amend this Declaration in whole or in part or to terminate this Declaration.

7. BREACH AND RIGHT OF ENFORCEMENT

7.1. Breach. The covenants and restrictions established in this Declaration will run with the land and will be binding on all parties (and their successors) having or acquiring any right, title or interest in the real property described in Section 1. Declarants or any owner of any of the Property, including any bona fide purchaser under contract, in the event of a breach of any restriction or covenant in this Declaration or a continuance of any such breach may by appropriate legal proceedings take steps to enjoin, abate or remedy the breach. It is agreed that damages are not an adequate remedy for breach.

Every act or omission that violates in whole or in part any of the covenants contained in this Declaration is declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, will be applicable and may be exercised by Declarants or the owner of any Lot. .

The remedies provided in this Declaration for breach of the covenants contained in this Declaration are cumulative; none of the remedies will be deemed exclusive.

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 value on any building site; provided, however, that any subsequent owner of such property will be bound by the covenants, whether that owner's title was acquired by foreclosure or in a trustee's sale or otherwise. A lender who acquired 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.

7.2. Right of Enforcement. The provisions in this Declaration will inure to the benefit of and be enforceable by Declarants, Declarants' successors or assigns, and the owner of any of the Property, and each of their legal representatives, heirs, successors or assigns. The failure to enforce any covenant or restriction in this Declaration will not be deemed a waiver of the right to enforce thereafter. In any legal proceeding begun by anyone entitled to enforce or restrain a violation of any provision of this Declaration, the losing party or parties must pay the attorneys' fees of the winning party or parties in the amount fixed by the court in the proceeding. Any right reserved by Declarants in this Declaration is also reserved to Declarants' successors or any entity designated by Declarants in writing; the designation may be recorded with the San Luis Obispo County Recorder.

7.3. Mediation. If a dispute arises out of this Declaration or the breach thereof, on the written request of a party to the dispute to the other parties to the dispute, the parties will make good faith efforts immediately to agree on a mediator and to mediate that dispute. If unable to agree on a mediator, they will contract, for the purpose of mediation The American Arbitration Association and use its services for the mediation process. Mediation fees, if any, shall be divided equally among the parties involved. Before the mediation begins, the parties agree to sign any documents limiting the admissibility in arbitration or any civil action of anything said, any admission made, and any documents prepared, in the course of the mediation, consistent with California Evidence Code 1152.5. The mediation shall take place in such location as designated by the mediator in Paso Robles, California, or as the parties may otherwise agree in writing. IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN AT THE DISCRETION OF THE ARBITRATOR(S) OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.

7.4. Arbitration. Any controversy or claim consisting of a demand for money damages not in excess of $25,000 arising out of this Declaration or any breach thereof, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All other controversies and claims, including claims for declaratory relief for interpretation of this Declaration, shall be resolved in the state court of proper jurisdiction for San Luis Obispo County, California. Venue for any matter subject to arbitration pursuant to this provision, in absence of a written agreement between the parties to a different location, shall be held in Paso Robles, California.

8. PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES

8.1. The owner of any encumbrance for value on any Lot and any corporation insuring the lien of the encumbrance may conclusively presume that no breach exists under this Declaration, provided that the encumbrance is recorded with the San Luis Obispo County Recorder before the start of any action to establish a breach and not within sixty (60) days after the recording of any Notice of Noncompliance, anything contained in this Declaration to the contrary notwithstanding.

9. GENERAL PROVISIONS

9.1. Amendments. This Declaration may be amended at any time, and from time to time, by an instrument in writing signed by three-fourths of the then owners of record of the Lots, which written instrument will become effective on its recording with the San Luis Obispo County Recorder.

9.2. Voting. All matters that require the approval of the owners of the Property shall be decided by a vote of the owners of the Lots. Each Lot shall have one (1) vote. A vote that is attributed to each Lot may not be cast on a fractional basis. If the Lot has more than one owner and the owners are unable to agree as to how the vote should be cast, the vote shall be forfeited on the matter in question. If one owner casts the vote attributed to a Lot, the vote shall conclusively bind all owners of that Lot. If more than one owner casts the vote attributable to a Lot in any matter in which only one vote could be case for that Lot, the votes cast by such owners shall not be counted and shall be considered void.

9.3. Severability. If any of the provisions of this Declaration are held to be invalid or unlawful by the final judgment of a court of competent jurisdiction, that invalidity or illegality will not affect the validity of any other provisions of this Declaration.

9.4. Fair Housing. Neither Declarants nor any owner may directly or indirectly forbid the conveyance, encumbrance, renting, leasing or occupancy of the owner's Lotto any person on the basis of race, color, sex, religion, ancestry, national origin, disability or other prohibited basis.

IN WITNESS WHEREOF, Declarants has executed this Agreement on the date first above written.

DECLARANTS:

PRO-BILT, INC., a California corporation

Reginald Brard, President

Kelly V. Gearhart, a married man as his sole and separate property

ATASCADERO HOMEOWNERS, LLC, a California limited liability company

Kelly V. Gearhart, Manager

HURST FINANCIAL CORPORATION, a California corporation

James H. Miller, Jr. President

SAN LUIS COAST DEVELOPMENT, INC., a California corporation

Fred Machado President

MORRO ROAD HOMES, LLC, a California limited liability company

Kelly V. Gearhart, Manager

Joshua D. Brard

Fred Machado

Courtney L. Brard

Courtney L. Brard

Exhibit A Legal Description (Section 1.1)

~~Exhibit B Fence Schedule (Section 4.3)~~

t:\clients\gearhart\vineyard hill \VineyardCC&RsCln
11-1-06

GENERAL CALIFORNIA ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
}SS.
COUNTY OF San Luis Obispo }

On 11-2-06 before me, M. Schneider, Notary Public,
(here insert name and title of the officer)
personally appeared Kelly V. Gearhart

personally known to me (or 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.

Signature M Schneider

M. SCHNEIDER
Commission #1630620
Notary Public
California
SAN LUIS OBISPO COUNTY
My Commission Expires January 14, 2010

(This area for official notarial seal)

GENERAL CALIFORNIA ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
}SS.
COUNTY OF San Luis Obispo }

On 11-2-06 before me, M. Schneider, Notary Public
(here insert name and title of the officer)
personally appeared James H. Miller, Jr.

personally known to me (or 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.

Signature M Schneider

M. SCHNEIDER
Commission #1630620
Notary Public
California
SAN LUIS OBISPO COUNTY
My Commission Expires January 14, 2010

(This area for official notarial seal)

GENERAL CALIFORNIA ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
}SS.
COUNTY OF San Luis Obispo }

On 11-21-06 before me, M. Schneider, Notary Public
(here insert name and title of the officer)
personally appeared Fred Machado

personally known to me (or 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.

Signature M Schneider

M. SCHNEIDER
Commission #1630620
Notary Public
California
SAN LUIS OBISPO COUNTY
My Commission Expires January 14, 2010

(This area for official notarial seal)

GENERAL CALIFORNIA ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
}SS.
COUNTY OF San Luis Obispo }

On 11-9-06 before me, M. Schneider, Notary Public
(here insert name and title of the officer)
personally appeared Joshua D. Brard and Courtney L. Brard

personally known to me (or 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.

Signature M Schneider

M. SCHNEIDER
Commission #1630620
Notary Public
California
SAN LUIS OBISPO COUNTY
My Commission Expires January 14, 2010

(This area for official notarial seal)

GENERAL CALIFORNIA ACKNOWLEDGEMENT

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

On 11-21-06 before me, M. SCHNEIDER, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared Reginald Brard

personally known to me (or 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.

Signature M Schneider

M. SCHNEIDER
Commission #1630620
Notary Public
California
SAN LUIS OBISPO COUNTY
My Commission Expires January 14, 2010

(This area for official notarial seal)

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 39 of Sheid Rancho, in the County of San Luis Obispo, State of California, according to the map recorded September 10, 1920 in Book 2, Page 53 of Maps, and as per Certificate of Compliances recorded August 19, 1992 as Instrument No. 1992-057033 of Official Records.

EXCEPTING THEREFROM all oil and mineral rights below a depth of 550 feet below the surface, without surface entry rights, as reserved by William L. Allen Jr., & Thelma K. Allen, as Trustees and any successor Trustees of the Allen Family Revocable Trust dated March 8, 1984 in deed recorded July 3, 1989 in Book 3343, Page 518 of Official Records, which deed further provides as follows:

"Grantor, their successors, heirs and assigns agree to release to record owner 50% interest in their oil and mineral right interest in the property on June 1, 2010".

ALSO EXCEPTING THEREFROM that portion conveyed to the State of California for freeway purposes by deed recorded May 28, 1957 in Book 893 at Page 487 of Official Records.

Assessor's Parcel Nos.: 019,181,011; 012; 013; 014; 015; 016; 017; 018; 019; 020; 021; 022; 023; 024; 025; 026; 027; 028; 029; 030; 031; 032; 033; 034; 035; 036; 037; 038; 039; 040; 041; 042; 043; 044; 045; 046; 047; 048; and 049

END OF DOCUMENT