

RETURN TO:

Great Western Savings & Loan Assn
1700 Broadway
Oakland, California, 94612

BOOK 3413 PAGE 556

Recorded At Request Of
T A T CO

at 30 min. past 10 M.

JUN 19 1978 *cm*

OFFICIAL RECORDS
SONOMA COUNTY CALIF.

Revised A. G. G. G.
30 PD, Recorder

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS T 12972

This Declaration, made on the date hereinafter set forth
by GREAT WESTERN SAVINGS AND LOAN ASSOCIATION, a corporation,
hereinafter referred to as "Declarant,"

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the
County of Sonoma, State of California, which is more particularly
described in Schedule I to this Declaration, (hereafter "the
property"). It is the intention of Declarant to subdivide the
property into sixteen (16) lots and to sell the lots to owners
who desire to take advantage of the natural environment which has
been preserved on the property and who are willing to conform to
the land use philosophy set forth in this Declaration of Restric-
tions.

WHEREAS, the natural character of this land has been
largely preserved to the present, and the basic principle and
design philosophy of land development at Diamond "A" Ranches
will be to minimize human intrusion into this environment:

NOW, THEREFORE, Declarant hereby declares that all of the
property described above shall be held, sold and conveyed subject

to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to DIAMOND "A" RANCH OWNERS ASSOCIATION, a non-profit California corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to any person or entity who holds such interest merely as a security for the performance of an obligation, including a mortgagee, unless and until such person has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 3. "Lot" shall mean and refer to any land described hereinbefore on page 1 and as shown as a lot upon the recorded subdivision map of the property, subject to easements for streets, trails for horses, equestrian and foot traffic, utilities, including gas, electricity, water and sewer lines over said parcels and subject to water system facilities.

Section 4. "Grove Street" shall mean and refer to all of that street "extension" from the end of the present public street designated as Grove Street by the grant deed attached hereto as Schedule II, "Grant Deed," and all of that street within Diamond "A" Ranches as set forth in the subdivision map on file in Sonoma County, California.

Section 5. "Grove Court" shall mean and refer to all of that street within Diamond "A" Ranches as set forth in the subdivision map on file in Sonoma County, California.

Section 6. "Architectural Review Committee" shall mean and refer to those three (3) members of said committee appointed by the Board of Directors of Association in accordance with Article VI to approve plans, specifications and designs of structures to be built on lots within Diamond "A" Ranches.

Section 7. "Declarant" shall mean and refer to Great Western Savings and Loan Association, a corporation, the owner of the property at the time of the filing of this Declaration, its successors and assigns to its interest therein.

Section 8. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, hereof.

Section 9. "Equestrian Trails" shall mean and refer to those trails designated as such in the subdivision map on file in Sonoma County, California.

ARTICLE II

PROPERTY RIGHTS

Section 1. Member's Easement. Every member shall have a right and easement of enjoyment to travel on and across Grove Street, Grove Court and equestrian trails which shall be appurtenant to and shall pass with the title to every lot, subject to the following provision: the right of Association to dedicate or transfer all or any part of streets and trails to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded after compliance with Business and Professions Code Section 11018.7, if applicable.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right and easement of enjoyment to travel on and across Grove Street, Grove Court and equestrian trails to the members of his family, his tenants, invitees or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of Association. Membership shall be

appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership: members shall be all owners, including Declarant, and shall be entitled to one vote for each lot owned, except as otherwise provided in this Declaration or the By-Laws of Association. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the property, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges;
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner

of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to its successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the property all as set forth herein, and to cover the operating expenses of the Board of Directors and the Architectural Review Committee, including insurance premiums, attorneys' fees and the like, related to the operation of the Board and the Committee.

Section 3. Street and Equestrian Trail Maintenance Assessment. Streets and equestrian trails within Diamond "A" Ranches shall be maintained as follows:

A. A street and equestrian trail maintenance assessment shall be levied annually by the Board of Directors to provide a fund to pay for the beautification, improvement and maintenance of Grove Street, Grove Court and all equestrian trails. The expenses related to the beautification, improvement and maintenance of Grove Street, Grove Court and all equestrian trails shall be shared equally among each individual lot owner within Diamond "A" Ranches.

B. The expenses of installing and maintaining individual driveways shall be the obligation of only the owners of the particular lot involved. The Board of Directors will not assess for the maintenance of these driveways.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$100.00 per lot.

A. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the Board of Directors may not, without the vote or written assent of a majority of voting power of the Association residing in members other than the subdivider, impose a regular annual assessment per subdivision interest which is more than 20% greater than the regular assessment for the preceding year.

B. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or repair or replacement of a capital improvement on the streets and equestrian trails within Diamond "A" Ranches, provided that said Board may not without the vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider, levy such special assessments which in the aggregate exceed 5% of the budgeted gross expenses of the Association for

that fiscal year.

Section 6. Notice and Quorum for Any Action Authorized Under Section 4 and 5. Any action authorized under Section 4 and 5 shall be taken at a meeting called for that purpose which has a quorum as defined in the By-Laws of the Association, written notice of which shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the closing of the first sale of a lot. Financial statements for the Association shall be regularly prepared and copies shall be distributed to each member of the Association as follows:

(a). A pro forma operating statement (budget) for each fiscal year shall be distributed not less than 60 days before the beginning of the fiscal year.

(b) A balance sheet--as of an accounting date which is the last day of the month closest in time to six months from the date of closing of the first sale of an interest in the subdivision--and an operating statement for the period from the date of the first closing to the said accounting date shall be distributed within 60 days after the accounting date.

This operating statement shall include a schedule of assessments received and receivable identified by the number of the subdivision interest and the name of the entity assessed.

(c) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed within 90 days after the close of the fiscal year.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 7% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or by non-use of the streets and trails.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, driveway, excavation, reservoir, road, or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said designated committee fails to approve or disapprove such design and location within 45 days after said plans and specifications have been submitted to it, approval will not be required and this Article would be deemed to have been fully complied with.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Establishment. The Architectural Review Committee shall be established by the Board of Directors who shall appoint the members to the Committee. There shall be three (3) members, who need not be residents or owners at Diamond "A" Ranches. The members shall not be compensated, other than for necessary expenses in connection with the performance of their duties as set forth in this declaration. Initially, one member shall be appointed to serve on the Committee for a term of one (1) year, one member shall be appointed to serve on the Committee

for a term of two (2) years, and one member shall be appointed to serve on the Committee for a term of three (3) years. Thereafter, as each Committee member's term expires, the Board shall appoint a new member to serve in his place on the Committee for a term of one (1) year. The members shall serve at the pleasure of the Board of Directors to insure an orderly pattern of construction and development that is consistent with the overall design philosophy of Diamond "A" Ranches. As such, any member may be removed by a majority vote of the Board of Directors and replaced with a new member. If a member becomes sick, disabled, resigns, or for any other reason is unable to perform his duties, then the Board of Directors will appoint a new member to serve out his term.

Section 2. Duties. The Architectural Review Committee shall promulgate design guidelines to notify owners and their architects of the criteria to be used in reviewing the construction plans submitted to the Committee, and shall review and approve plans for all construction at Diamond "A" Ranches based on said guidelines and these declarations. At all times, the Architectural Review Committee may act as, in its reasonable discretion, it deems appropriate, provided that all decisions and actions by the Committee shall be made in a manner which, in its judgment, is best calculated to implement the design philosophy at Diamond "A" Ranches.

ARTICLE VII

USE RESTRICTIONS

Section 1. Lots. Lots shall be occupied and used as follows:

A. Each lot shall be used for residential purposes for no other purpose. No store, grocery or mercantile business or any commercial enterprise or activity whatsoever shall be owned or operated upon any lot.

B. The owner of a lot may construct only one single family dwelling which shall be a permanent structure whose floor area contains a minimum of 1,800 square feet exclusive of garage, open porches, terraces, and other appurtenances. On each parcel, there may be one detached guest house, one barn, and one garage.

C. Leases of the entire lot, together with improvements thereon, are permitted, but all tenants shall take their leasehold interest subject to these restrictions.

D. All structures upon the property shall be designed and built in a manner that will best comply with the design philosophy of Diamond "A" Ranches as set forth in the Design Guidelines promulgated by the Architectural Review Committee.

E. No swine, mules, donkeys, or burros shall be kept or maintained on any lot. Horses, cows, sheep, goats, dogs, cats, and other household pets may be kept and maintained upon any lot in reasonable numbers for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. The Association shall have the right to determine what is a reasonable number of such animals.

F. No sign of any kind shall be displayed to public view on or from any residence lot without prior written consent of the Association, excepting therefrom signs as may be required by legal proceedings, customary name and address signs, and a "For Rent" or "For Sale" sign of customary and reasonable dimensions.

G. No noxious or offensive activity shall be carried on, in or upon any residence lot, nor shall anything be done therein which may become an annoyance or a nuisance to the other owners.

H. Transportation vehicles, boats, trailers, trucks, or campers shall be parked upon the residence lot of the owner or user. No such vehicle shall be parked or used in or about the lot in such a fashion to create a nuisance or to be unsightly.

I. Nothing shall be stored on the streets and equestrian trails without the prior written consent of the Association.

J. Nothing shall be done or kept on the streets and equestrian trails which would increase the rate of insurance on the streets and equestrian trails without the prior written consent of the Association. No owner shall permit anything to be done or kept on his residence lot or in the streets and equestrian trails which would result in the cancellation of insurance on any residence or any part of the streets and equestrian trails which would be

in violation of any law. No waste shall be committed on the streets and equestrian trails.

K. Nothing shall be altered or constructed in or removed from the streets and equestrian trails by any member except upon written consent of the Association.

L. There shall be no violation of the subdivision rules promulgated by the Board of Directors and furnished in writing to the owners.

M. No quarrying or mining operations of any kind shall be permitted.

N. The owner of each lot shall maintain his property in good condition and shall take all reasonable precautions to protect against fire hazard, erosion, tree infestation or any similar condition or event which threatens the preservation of the natural environment.

ARTICLE VIII

EXTERIOR MAINTENANCE

In the event an owner of any lot in the property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, after the owner has been given notice and the opportunity to be heard by the Board with respect to the alleged violations, the Association, upon approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, after reasonable written notice has been given to said owner to enter upon said lot and to repair, maintain, and restore the lot and the exterior of

the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which said lot is subject.

ARTICLE IX

AUTHORITY OF THE BOARD OF DIRECTORS OF ASSOCIATION

Section 1. The Board of Directors shall promulgate and enforce subdivision rules to deal with the day-to-day activities in uses of land at Diamond "A" Ranches. Without limitation, these activities and uses may include use of roads, fires, fencing, swimming pools, control of animals, regulation of bridle paths, use of guest houses, barns and the like. These rules may be adopted, amended or rescinded from time to time to respond to new problems or changing conditions. Any rule change requires the unanimous approval of the Board members or the approval of the majority of owners, provided that no rule may be adopted which is inconsistent with any provision in this Declaration.

Section 2. The Board of Directors, for the benefit of the owners and members, shall create a maintenance fund by assessing each owner (as herein set forth in Article IV) for the same, including, but not limited to payment of the following:

A. Beautification, improvement and maintenance of the streets and equestrian trails within Diamond "A" Ranches.

B. Insurance:

(1) Liability: Public liability and property damage insurance for the streets and equestrian

trails shall be purchased by the Board and shall be maintained in force at all times, the premium thereon to be paid out of maintenance fund. The insurance shall be carried in a reputable company authorized to do business in the State of California. The minimum amount of coverage shall be \$100,000 for bodily injury to one person; \$300,000 for bodily injury arising out of any one occurrence; and \$100,000 for property damage. The policy shall name the Association and all owners as insured, including Declarant during such time as it shall remain the owner of one or more lots. The policy shall insure against the liability incurred by personal injury or property damage of another arising from all activities of the Association.

(2) Fire: Personal property and improvements used in common and owned by the Association shall be included in a fire policy purchased by the Association. The Board shall require each individual lot owner to obtain adequate fire insurance coverage on his property, and, in the event of damage to or destruction of his property, to repair, restore, construct or reconstruct a single family residence thereon with diligence from the proceeds of such coverage.

(3) Workmen's Compensation: The Board shall purchase and maintain Workmen's Compensation insurance to the extent that the same shall be required by law for employees of the Association.

(4) Fidelity Bonds: The Board may also purchase and maintain a fidelity bond in the event management is employed by the Association.

(5) Other Insurance: Such other insurance coverage as the Board of Directors deems necessary or expedient shall be purchased by such Board; the premiums thereon to be paid out of the maintenance fund.

C. The services of a person or firm to manage its affairs (herein called "the Manager") as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Diamond "A" Ranches, whether such personnel are employed directly by the Board or are furnished by the Manager, if any.

D. Legal and accounting services necessary or proper in the operation of Diamond "A" Ranches, or the enforcement of these restrictions.

E. Any other materials, supplies, furniture, labor, services, maintenance, repairs, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the

operation of Diamond "A" Ranches or for the enforcement of these restrictions.

F. Board Powers--Exclusive: The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board, provided, however, that the terms of any service contract be limited to a duration of one (1) year, except with the approval of a majority of the members of the Association.

G. Owners' Obligation To Repair: Each owner shall, at his sole cost and expense, maintain and repair his lot and improvements thereon, keeping the same in good condition and making all structural repairs as they may be required.

H. The Board shall have the power to enter upon any privately owned lot or unit when in the discretion of the Board it is deemed necessary in connection with construction, maintenance, or repair for the benefit of the Diamond "A" Ranches, provided that, if no emergency exists, the owner of such lot shall be given 24-hour notice prior to such entry.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement: The Association, or any owner, or the County of Sonoma, shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, restric-

tions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and the prevailing party shall be entitled to recover attorneys' fees, witness fees, expert witness fees, and court costs. Failure by the Association, by any owner or by the County of Sonoma to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order in no wise affects any other provisions which shall remain in full force and effect.

Section 3. Notice. Any notice required to be sent to any member, owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member, owner or mortgagee on the records of the Association at the time of such mailing.

Section 4. Annexation. Additional residential property may be annexed to the property upon the affirmative vote or written assent of not less than two-thirds (2/3) of the total vote residing in the Association members other than the subdivider.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is

signed by not less than seventy-five percent (75%) of the then-owners of lots, and not less than seventy-five percent (75%) of the holders of first mortgages or deeds of trust of record against the lots, agreeing to change said covenants and restrictions in whole or in part.

Section 6. Amendment. This Declaration may be amended by the assent by vote or written consent of members representing seventy-five percent (75%) of the total voting power of the Association, and seventy-five percent (75%) assent of members other than the Declarant, then entitled to vote provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has here unto set its hand and seal this 6th day of June, 1978.

GREAT WESTERN SAVINGS AND LOAN
ASSOCIATION

By George M. Blencowe
SENIOR VICE PRESIDENT.

By Delores Smith
ASST. VICE PRESIDENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

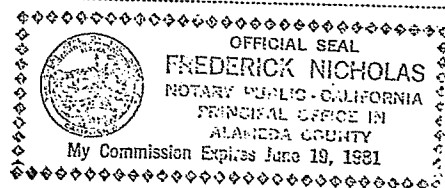
} ss.

(CORPORATION)

On this 6th day of June, 1978, before me, the undersigned, a Notary Public in and for said County, personally appeared George M. Blencowe known to me to be the Senior Vice President, and Delores Smith known to me to be the Assistant Vice President of the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal.

Frederick Nicholas
Notary Public in and for said County and State



(This area for official notarial seal)

Beginning at a point on the northwesterly boundary of that certain real property described in Parcel 1, Deed of Trust recorded July 7, 1967, Book 2277, Page 641, Series No. K-43081, Official Records, at the intersection thereof with the northwesterly terminus of the course and distance "North 65° 58' 00" West, 376" as contained in that certain Partial Reconveyance recorded March 5, 1968 under Recorder's Serial No. K-69936, Sonoma County Records; thence from said point of beginning and along the northerly line of the property described in said Partial Reconveyance (Serial No. K-69936 Sonoma County Records) S 65° 58' 00" E, 371.54 feet (Deed 376 feet, more or less); thence N 76° 35' 00" E, 650 feet; thence S 89° 57' 00" E, 25 feet to a point on the westerly line of that certain real property described in Partial Reconveyance recorded May 28, 1969 under Series No. L-21160; thence along the boundary thereof (Series No. L-21160) along the arc of a curve to the right, the center of which bears South 89° 57' East, with a radius of 800 feet, through a central angle of 17° 32', for a distance of 244.81 feet, thence along the arc of a curve to the right, the center of which bears South 72° 25' East, with a radius of 400 feet, through a central angle of 23° 10', for a distance of 161.73 feet; thence along the arc of a curve to the right, the center of which bears South 49° 15' East, with a radius of 180 feet, through a central angle of 80° 35' for a distance of 253.16 feet; thence South 58° 40' East, 170.00 feet; thence along the arc of a tangent curve to the left with a radius of 175 feet, through a central angle of 67° 49' 50" for a distance of 207.18 feet; thence along a line not tangent to last said curve, North 2° 25' West, 86.86 feet; thence along the arc of a tangent curve to the right with a radius of 75 feet, through a central angle of 33° 23' for a distance of 43.70 feet; thence North 30° 58' East, 77.00 feet; thence along the arc of a tangent curve to the right with a radius of 100 feet, through a central angle of 28° 35' for a distance of 49.89 feet; thence north 59° 33' East, 137.00 feet; thence along the arc of a tangent curve to the right with a radius of 100 feet, through a central angle of 33° 36' for a distance of 58.64 feet; thence South 86° 51' East, 67.00 feet; thence along the arc of a tangent curve to the right with a radius of 200 feet, through a central angle of 22° 28' 30" for a distance of 78.45 feet; thence along a line not tangent to last said curve South 1° 21' 27" West, 2619.59 feet to the intersection thereof with the northwesterly line of Parcel 1, as numbered and designated in that certain Partial Reconveyance recorded February 6, 1969 in Book 2376, Page 563, Series No. L-8347, Official Records; thence along the northwesterly, northeasterly and easterly boundary of Parcels 1 and 2 therein, the following courses and distances:

N 87° 11' 50" E, 729.26'; N 87° 11' E (Deed)
 S 57° 23' E, 185'
 S 38° 10' E, 1130.29'
 S 24° 53' E, 765'
 S 59° 52' W, 724.27' to the

intersection thereof with the northeasterly line of that certain real property conveyed to David B. Kennedy, et ux, by Instrument recorded November 18, 1966 in Book 2241, Page 381, Series No. K-19044, Sonoma County Records; thence along the northeasterly and easterly line of Kennedy S 80° 00' 00" E, 90'; thence S 19° 10' 00" E, 469.38'; thence S 3° 27' 27" E, 171.995' to the intersection thereof with the easterly boundary of the map entitled "Tract No. 287, Unit Two, Diamond A Ranch Estates", recorded August 16, 1962 in Book 90 of Maps, page 17, Sonoma County Records; thence along the easterly boundary thereof, (Book 90 of Maps, page 17), the following courses and distances:

N 76° 30' E, 127.025'
 S 30° 57' 50" E, 220.484'
 S 66° 00' E, 130'
 S 21° 00' E, 255'
 S 59° 30' E, 855'

to the most northerly corner of Lot 8, Block 2, thereon; thence S 32° 00' E, 110 feet to the intersection thereof with the westerly line of Lot 4, Block 2, as numbered and designated upon the Map entitled "Tract No. 277, Unit One, Diamond A Ranch Estates", recorded March 8, 1962, in Book 88 of Maps, pages 25 through 28, Sonoma County Records; thence along the westerly boundary of said map (88 Maps 25) the following courses and distances:

N 27° 45' E, 400'
 S 57° 10' E, 195'
 N 32° 50' E, 50'
 S 57° 10' W, 292.474'
 N 36° 15' 18" E, 660.795'

to the northerly corner of Lot 12, Block 4 (Book 88 of Maps, page 25) and thence S 81° 15' 00" East, 128.00 feet; thence South 81° 15' 00" East, 128.00 feet; thence leaving said westerly boundary 88 Maps 25) North 10° 57' 30" West, 377.155 feet; thence along the easterly line of Parcel I, Deed of Trust Series No. K-43081, N 19° 57' 30" W, 5,216 feet, more or less, to an angle point in said easterly line; thence continuing along said line the following courses and distance:

N 56° 08' 20" W, 430.96'
 N 40° 44' 30" W, 309.21'
 N 61° 01' W, 340.72'
 N 36° 38' W, 248.61'
 N 53° 39' W, 293.68'
 N 20° 14' 50" W, 666.52'
 N 35° 41' 40" W, 641.97'

thence along the northwesterly line of said property (series No. K-43081) S 45° 04' 10" W, 2,597.88 feet to a point which bears N 33° 09' E, from the point of beginning; thence S 33° 09' W, to the point of beginning.

Saving and Excepting therefrom all oil, gas and other hydro carbon or associated substances and minerals, below a depth of 500 feet below the surface of the ground, as conveyed to Santa Clara Development Co., a partnership, by Deed dated February 25, 1965 and recorded March 4, 1965 in Book 2111 of Official Records, page 968, Sonoma County Records.

Also excepting therefrom all oil, gas and other hydro carbon or associated substances, and minerals on or in the lands hereinabove described, as granted to Santa Clara Development Company in Deed recorded May 8, 1964 in Book 2043 of Official Records, page 155, Sonoma County Records.

AP 64-26-01
 AP 64-06-01

C.B.

COUNTY ASSESSOR'S PARCEL MAP

TAX CODE AREA

158-023

- (a) N 16° 30' 00" E 127.025
- (b) S 30° 57' 50" E 220.484
- (c) S 64° E 130.
- (d) S 21° E 255
- (e) S 59° 30' E 895
- (f) S 32° E 110
- (g) N 27° 45' E 400
- (h) S 57° 10' E 195
- (i) N 32° 50' E 50
- (j) S 57° 10' E 292.474
- (k) N 34° 15' 18" E 660.746

