

When recorded return to:

Diamond "A" Ranch Owners Association  
c/o K. A. Kennett  
7199 Grove Court  
Sonoma, CA 95476

RECORDED AT REQUEST OF  
STG CO.

87008204 7

1987 JAN 28 AM 8:00  
OFFICIAL RECORDS  
SONOMA COUNTY CALIFORNIA  
BERNICE A. PETERSON

1700  
ck

AMENDMENT OF DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

WHEREFORE, a Declaration of Covenants, Conditions and Restrictions was recorded at Book 3413, Page 556 of the Official Recorder of Sonoma County of California, on June 19, 1978; and

WHEREFORE, pursuant to Section 6 of ARTICLE X of that Declaration, and with the permission of the California Department of Real Estate, that Declaration of Covenants, Conditions and Restrictions was amended on May 18, 1986 by an affirmative vote of members of the Association representing greater than seventy-five percent (75%) of the total voting power of the Association; and a form of written notice of the proposed amendments was approved by the Department of Real Estate and subsequently sent to every member of the Association by registered mail on April 18, 1986; and the written notice required that any objections to the proposed amendments be filed with the Department of Real Estate or with an officer of the Association within fifteen (15) days of April 18, 1986; and no objections were filed by any member within that time period; and on May 18, 1986, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 16 voted in favor of the amendments and Lot 15 was not present and did not vote;

THEREFORE, the Declaration of Covenants, Conditions and Restrictions recorded at Book 3413, Page 556 of the Official Recorder of Sonoma County of California is amended as follows:

AMENDMENTS TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
RECORDED AT BOOK 3413, PAGE 556 OF  
THE OFFICIAL RECORDER OF SONOMA COUNTY

ARTICLE I, Section 3, is amended to read:

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, save and except that "Lot" shall not mean and shall not refer to any land described in Schedule II attached to this Declaration.

ARTICLE II, Section 1, Member's Easement, is amended to read:

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 provisions:

a. The right of the 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 upon 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.

b. Every member and any delegatee of the member (in accordance with Section 2 hereof) has a right to use of the easement on Grove Street, Grove Court, and any extension thereof for the purposes of access and egress to and from lots within this Association. Use of Grove Street, Grove Court, or extensions thereof, for access to or egress from property which is not part of a lot within this Association, is expressly prohibited.

ARTICLE II, Section 2, Delegation of Use, is amended to read:

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

ARTICLE IV, Section 4, Annual Assessment, is amended to read:

The Board of Directors shall fix the amount of the annual assessment in accordance with the By-Laws.

ARTICLE VII, Use Restrictions, Section 1 (Lots) is amended to read:

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

a. Each lot shall be used for residential purposes and 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. Not more than one residential dwelling shall be erected on any one of the lots described in this Declaration. 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. There shall be no subdivision of any of the lots subject to this Declaration. This, however, shall not prevent minor changes and adjustments in lot lines to correct errors in engineering and building placement provided, however, that no new residential dwelling sites may be created by such changes. Further, the combination of any two or more lots subject to this Declaration for the purpose of a subsequent subdivision of those combined lots to create more than the number of lots existing before the combination of said lots, is prohibited.

The remaining paragraphs presently existing in ARTICLE VII, Section 1, commencing with present lettered subsection (c) et seq., shall be relettered to commence with letter (d) and the remaining sections to be relettered accordingly.

ARTICLE VIII is inserted to read as follows:

ANNEXATION OF PROPERTY TO THE ASSOCIATION AND WITHDRAWAL

Section 1. The real property which initially shall be subject to this Declaration is the property referred to herein as the "properties" as described in SCHEDULE I.

Section 2. Additional real property may be annexed to the properties and become subject to this Declaration by the following method:

a. Annexation: Other real property may be annexed to the properties by not less than two-thirds of the total votes residing in Association members other than the developer.

Section 3. Additional real property may not be annexed to the properties and may not become subject to this Declaration without compliance with all the rules and regulations of the Department of Real Estate. No annexation is contemplated at this time.

Section 4. Real property may be withdrawn from the properties in the Ranch Owners Association and no longer be subject to this Declaration by the following method:

a. Withdrawal, when allowed, is limited to a lot in its entirety and is not allowed for any portion, subdivision or fraction of a lot existing at the time of this Declaration.

b. No owner of any lot subject to this Declaration shall be allowed to withdraw from this Association nor waive his duties or obligations under this Declaration without the approval of eighty-five percent (85%) of the total votes residing in Association members other than the developer. The vote of the proposed withdrawing lot shall be affirmative before such withdrawal can be approved.

87008204

SCHEDULE II

All that real property situated in the unincorporated area, County of Sonoma, State of California, and is described as Lot 16 Diamond "A" Ranches, according to the map thereof filed for record December 23, 1976 in Book 242 of Maps, Page 37, et seq., Sonoma County Records.

DIAMOND "A" RANCH  
OWNERS ASSOCIATION

June 30, 1986

By: John E. Hallgren  
JOHN HALLGREN, President

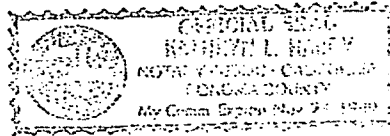
June 30, 1986

By: W. M. Kennett  
W. M. KENNETT, Secretary

State of California  
County of Sonoma

On January 26, 1987, before me the undersigned, a Notary Public for the State of California, personally appeared W. M. Kennett known to me to be the person whose name is subscribed to the above document and acknowledged that he executed it.

Kathryn L. Hardy  
Kathryn L. Hardy



State of California  
County of Sonoma

On January 26, 1987, before me the undersigned, a Notary Public for the State of California, personally appeared John E. Hallgren known to me to be the person whose name is subscribed to the above document and acknowledged that he executed it.

Kathryn L. Hardy  
Kathryn L. Hardy

