

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made the twentieth day of August 1962 by the undersigned, **KENLEIGH HOMES, INC.**, the owners of that certain real property as shown on that certain map entitled "Tract No. 287, Map of Unit 2, Diamond A Ranch Estates, Sonoma County, California, to be recorded concurrently herewith in the office of the County Recorder of Sonoma County, State of California.

**W I T N E S S E T H**

That WHEREAS the undersigned, **KENLEIGH HOMES, INC.**, are desirous of creating a general plan for the improvement of all the said property for the benefit of themselves and other future grantees:

NOW THEREFORE, the undersigned declare that the above described property shall be conveyed and held, used improved and occupied subject to the following covenants and conditions which may be endorsed between the undersigned and the purchasers of said property, their heirs and successors as hereinafter set forth:

**FIRST:** Each parcel shall be used for residential purposes only for a single occupancy, and no store, grocery or mercantile business or any commercial enterprise whatsoever shall be owned or operated upon the above described real property.

**SECOND:** The above described property shall not be resubdivided into tracts or parcels containing less than 2 acres.

**THIRD:** That no building, structure, or fence shall be erected or placed upon the above described property until the plans and specifications for said building structure or fence shall have been first submitted to a committee, appointed or elected by a majority vote of the then owners of the parcels included in the above described property; each lot or parcel shall be entitled to one vote; and approved in writing by said committee, provided, however, that if said committee fails to approve or disapprove the plans within 30 days after submission of the plans to the committee, then such approval shall not be required if the building, structure or fence to be erected is in harmony with existing structures within the tract and complies with the restrictive covenants herein contained.

**FOURTH:** No flats, stores, double houses or apartment houses shall be built or placed upon said real property, or any part thereof; and each and every dwelling house built or placed upon said real property shall be of a height no greater than two (2) stories; and no fence or wall or similar structure shall be built or placed upon any tract or parcel along any boundary line thereof which is greater in height than six (6) feet.

**FIFTH:** No building shall be erected on any plat or parcel nearer than 20 feet to the front property or lot line, nor nearer than ten (10) feet to the said lot line, and on corner lots no building or structure shall be placed nearer than 15 feet to any side road line.

RECORDED AT REQUEST OF Title Insurance and Trust Company  
AT 39 MIN. PAST 2 P. M.  
Official Records of Sonoma County, Calif.

*Hub ...* COUNTY RECORDER      BOOK 1909 PAGE 24  
Fee \$ 3.60      Paid Date 8-23-62 *mo*

**SIXTH:** No old houses or structures, or any part thereof, shall be moved upon said property, and no trailer, tent, shack, garage, barn, or other outbuilding, shall be at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted. When construction of any dwelling house or outbuilding is commenced it shall be completed within one year from date construction starts. No building materials, construction equipment or other types of machinery shall be stored in the open on any parcel except during period of construction.

**SEVENTH:** No animals other than saddle horses and the usual common pets such as dogs, cats and birds, in reasonable numbers, shall be kept or bred upon said real property. In no case shall more than 3 horses per one acre be kept or maintained upon any property subject to these restrictions. This covenant shall expressly prevent the keeping and raising of any hogs, pigs, or any other animals which may be or become an annoyance or nuisance to the neighborhood.

**EIGHTH:** No commercial vehicle exceeding 3/4 ton capacity shall be parked on or in front of any lot or parcel except for the purpose of loading and unloading.

**NINTH:** No dwelling house having a ground floor are, exclusive of garages, open porches, terraces and other appurtenances, of less than 1200 square feet, in the case of a one story structure, nor less than 1000 square feet in the case of a 1½ story or 2 story structure, shall be erected upon any parcel within the area subject to these restrictions.

**TENTH:** Until such time as public mains for sewage disposal are available, such disposal shall be by means of septic tanks approved by the Sonoma County Health Authorities, connected to patented toilets, and having a fully sanitary and approved disposal field. No cesspools or outside toilets shall at any time be permitted.

**ELEVENTH:** All individual wells shall be equipped with sanitary seals in accordance with the current established standards of the American Water Works Association or with equal standards.

**TWELFTH:** Invalidation of any one or a part thereof, or of any of these covenants or restrictions or conditions, by judgment or by court order or otherwise, shall in no wise affect any of the other provisions which shall remain in full force and effect.

**THIRTEENTH:** These covenants are to run with the land and shall be binding on the parties hereto, their heirs and assigns, and all persons claiming under them and all purchasers of property in this tract; and the heirs and assigns of each parties or persons until 1982, at which time the same shall be automatically extended for successive periods of five (5) years; unless by a majority vote of the then individual owners of property subject thereto, it is agreed to change the said restrictions in whole or in part.

**FOURTEENTH:** If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before Dec. 31, 1982, it shall be lawful for any other person, or persons, owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons, violating or attempting to violate any such covenant or restriction and either to prevent his or them from so doing or to recover damage or other dues for such violations.

FIFTEENTH: None of the covenants herein contained shall be held to prejudice, or in any way invalidate the lien of any mortgage or deed of trust; given in good faith and for value, provided, however, that in case of foreclosure of any such mortgage or deed of trust, the purchasers at the sale held thereunder shall hold title so acquired subject to all of the covenants herein contained.

T. E. Burke  
T. E. Burke, Secretary-Treasurer  
of Kenleigh Homes, Inc.

STATE OF CALIFORNIA,

County of Sonoma } ss.

On this 22nd day of August in the year one thousand nine hundred and Sixty-Two

before me, H. D. Jones, a Notary Public in and for the County of Sonoma, State of California, duly commissioned and sworn, personally appeared

T. E. Burke  
known to me to be the Secretary-Treasurer  
of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

H. D. Jones

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sonoma the day and year in this certificate first above written.

H. D. Jones  
Notary Public in and for the County of Sonoma State of California.

Cowdery's Form No. 28—(Acknowledgment—Corporation).  
(C. C. Secs. 1190-1190.1) 41978

My Commission Expires Oct. 25, 1964