

3061 Fillmore St.
San Francisco, Calif

-1-

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made the 15th day of March, 1966, by Sonoma Investment Company, the owner of that certain real property known as Block 1, Lot 1, and Block 2, Lots 1 to 3 inclusive as shown on that certain map entitled "Map of Unit 4, Diamond A Ranch Estates, Sonoma County, State of California", filed October 29, 1965 in Book 105 of Maps, pages 23 and 24, Sonoma County Records.

WITNESSETH

THAT WHEREAS the undersigned, SONOMA INVESTMENT COMPANY, 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 4 acres for a period of four years from the close of escrow. After that time a two acre limitation will apply.

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.

RECORDED AT REQUEST OF
Sonoma Investment Co
AT 45 MIN. PAST 8 A M
SONOMA COUNTY, CALIFORNIA
H. H. [Signature] RECORDER Ed-

MAR 17 1966

SPECIAL RECORDS BOOK 2194 PAGE 987

FEES \$ 360 PD.

J 88368

DECLARATION OF RESTRICTIONS

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.

SIXTH: No older houses or structures, or any part thereof, shall be moved upon said property, and no trailer, tent, shack, garage, barn, or other out building, shall 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 out building 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 2 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 floor area, exclusive of garage, open porches, terraces, and other appurtenances of less than 1500 square feet 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 judgement or by court order or otherwise, shall in no way 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 December 31st, 1984, 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, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before December 29, 1984, 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 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.

IN WITNESS WHEREOF we have executed these presents the day and year first herein above written.

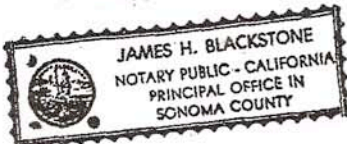
SONOMA INVESTMENT COMPANY,
a limited partnership

By: Sonoma Land Corporation
General Partner

By: William J. Troy
William J. Troy, President

STATE OF CALIFORNIA }
COUNTY OF Sonoma } SS.

On March 15, 1966 before me, the undersigned, a Notary Public in and for said County and State, personally appeared William J. Troy, known to me to be the President and _____, known to me to be the _____ of Sonoma Land Corporation, 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, said corporation being known to me to be one of the general partners of Sonoma Investment Company, a limited partnership, the partnership that executed the within instrument and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.



WITNESS my hand and official seal.
James H. Blackstone
JAMES H. BLACKSTONE

END OF DOCUMENT

AMENDMENT TO DECLARATION OF RESTRICTIONS

That certain Declaration of Restrictions dated March 15, 1966, executed by SONOMA INVESTMENT COMPANY and recorded March 17, 1966, in Book 2194, Page 987, Official Records of Sonoma County is hereby amended as follows:

ARTICLE NINTH is hereby amended to read as follows:

"No dwelling house having a floor area, exclusive of garage, open porches, terraces, and other appurtenances of less than 1200 square feet shall be erected upon any parcel within the area subject to these restrictions."

Dated: August 15, 1966

RECORDED AT REQUEST OF
Sonoma Land Co.
AT 25 MIN. PAST 3 P M
SONOMA COUNTY, CALIFORNIA
H. H. Anglin Jr. RECORDER Ed-

AUG 17 1966

SONOMA INVESTMENT COMPANY,
a limited partnership

By: SONOMA LAND CORPORATION,
a corporation general partner

BY: *Robert G. Garlick*

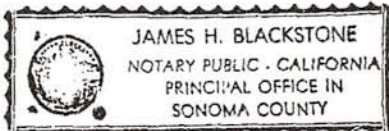
OFFICIAL RECORDS BOOK 2226 PAGE 898

FEES \$ 360 PD.

K 9427

STATE OF CALIFORNIA
COUNTY OF SONOMA ss.

On this 15th day of August, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert G. Garlick, known to me to be an agent of Sonoma Land Corporation, the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation pursuant to a resolution of its board of directors, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors, said corporation being known to me to be one of the general partners of Sonoma Investment Company, a limited partnership, the partnership that executed the within instrument and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.



WITNESS my hand and official seal.

James H. Blackstone

Sonoma Investment Company
3061 Fillmore Street
Suite 5
San Francisco, California


Dear Sirs:

We the undersigned, being owners of Block 2, Lot 1, Unit 4,
Diamond "A" Ranch Estates, agree that the Declaration of Restrictions
made the 15th day of March 1966 by Sonoma Investment Company, be
changed as follows:

Paragraph NINTH; Change the minimum size
structure allowed from 1500 square feet to
read 1200 square feet.

Very truly yours,


Edgar Richard Brannan


Vaughn Brannan

DATE: 8/15/66

 - witness

STATE OF CALIFORNIA

County of Sonoma

BOOK 2226 PAGE 900

On this 15th day of August in the year one thousand nine hundred and sixty-six, before me
the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared
Robert G. Garlick

known to me to be the person whose name is subscribed to the within instrument
as witness thereto, who, being by me duly sworn,

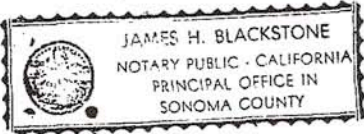
deposed and said: that he reside in _____ County of
Sonoma, State of California;

that he was present and saw Edgar Richard Brannan and
Vaughn Brannan

(personally known to him to be the person described in, and who executed the said
within instrument as parties thereto), sign, seal, and deliver the same; that the said
Edgar Richard Brannan and Vaughn Brannan

duly acknowledged in the presence of
said affiant, that they executed the same and that he, the said affiant,
thereupon, and at the request of said Edgar Richard Brannan and
Vaughn Brannan, subscribed his name as witness thereto.

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.



James H. Blackstone
Notary Public, State of California.
My Commission Expires 6/8/68

Cowdery's Form No. 46 (Acknowledgment—Witness).
(C. C. Secs. 1195-1197, C. C. P. Sec. 1935)

(PRINTED 9/1/64) 41-0885

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