

3061 Fillmore St
S.F. 94123

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DECLARATION OF RESTRICTIONS
UNIT #5

THIS DECLARATION, made the 29 day of December, 1966, by Sonoma Development Corporation, the owner of that certain real property known as "Lots 1 through 71"----- inclusive as shown on that certain map entitled "Map of Unit 5, Diamond 'A' Ranch Estates, Sonoma County, State of California", filed December 29, 1966, in Book 113 of Maps, pages 25 through 31 both inclusive.

WITNESSETH

THAT WHEREAS the undersigned, SONOMA DEVELOPMENT CORPORATION 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: Use of Lots 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. Sonoma Development Corporation reserves the right to place a temporary sales office on any lot for a period of two years from the date of filing.

SECOND: Resubdivision The above described property shall not be resubdivided.

THIRD: Architectural Review Board There shall be an Architectural Review Board, hereinafter called the "Board", consisting of three persons to be appointed by Sonoma Development Corporation. Each of said persons so appointed shall be subject to removal at the direction of Sonoma Development Corporation at any time and from time to time, and all vacancies on said Board shall be filled by appointment of Sonoma Development Corporation. In the event of failure of Sonoma Development Corporation to appoint such Board or to fill any vacancies herein, then in such event the owners of the majority in number of the lots in said real property shall have the right by written document to appoint the members of said Board or to fill any vacancies herein. When 90% of the lots in Unit 5 have been sold by the declarant, the then owners of said lots shall appoint a new Board.

FOURTH: Submission of Plans No construction of any structure including fence(s) or site preparation work of any sort shall be commenced prior to receiving written approval from the "Board" of plans and specifications describing such work. Submittal of proposed construction shall be as follows:

K 22892

RECORDED AT REQUEST OF Sonoma Development Corp.
AT 20 MIN PAST 3:45 M.
Official Records of Sonoma County, Calif.
Hub. [Signature] COUNTY RECORDER
Fee \$5.20 Paid, Date DEC. 29 1966

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A. Preliminary Design Drawings: Preliminary design drawings shall be submitted indicating the intended floor plan arrangement, elevations, proposed exterior materials, section(s), placement of structure on site indicating existing topography and proposed grading plans, method of access to the site, preliminary landscape plans, and a sketch or rendering of the building sufficient to indicate its proportions and scale. Approval of these preliminary design documents in no way guarantees the subsequent approval of additional submissions.

B. Approval: Without in any way limiting the effect or generality of the foregoing, the Board or its said successors and assigns acting in the premises, before giving any such approval may require that said plans and specifications shall comply with such requirements as the Board in its absolute discretion impose as to structural features of said building or structure, the type of building material used, or other features or characteristics of said building or structure not otherwise expressly covered by any of the provisions of this instrument, and may also require that the exterior finish and color and the architectural style or character of said building or structure shall be such as in the discretion of the Board, or its said successors or assigns, shall be deemed to be suitable in view of the general architectural style and character of buildings erected or to be erected upon said land. If the Board fails to approve or disapprove the plans within 30 days after submission of the plans to the Board, 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.

C. No Guaranty: No such approval shall constitute any representation or guaranty by the Board, or any such successors and assigns, as to the structural sufficiency of any said building, nor shall any such approval relieve the Owner of said building from complying with any requirement of any public authority having jurisdiction in the premises.

D. Subsequent Use: The approval of the Board for use on any building site of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other building sites.

FIFTH: Minimum Floor area of Dwellings 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.

SIXTH: Temporary Structures: 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

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types of machinery shall be stored in the open on any parcel except during period of construction.

SEVENTH: Running creeks will not be dammed or diverted for the use or enjoyment of the owner(s) of any lot without the approval of Sonoma Development Corporation, which approval will be granted only if a clear showing is made that the extent of use requested will not materially deprive lot owners downstream of their enjoyment of the creek in questions.

EIGHTH: Sonoma Development Corporation reserves the right to terminate the flow of water from live spring(s) on its property into creek beds and will exercise this right in the event it decides that the water supply which the spring(s) contain is needed elsewhere whether for domestic or recreational purposes.

NINTH: Signs: No sign of any kind, for any use or purpose whatsoever, shall be erected, posted, pasted, painted or displayed upon any said lots or upon any building or other structure, thereon, without the prior written permission of the Board. Sonoma Development Corporation reserves the right to erect whatever sales signs it deems necessary in order to complete the sales of Unit 5.

TENTH: Trash No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage cans must be located in such a manner that they are not visible from the street area.

ELEVENTH: Commercial Vehicles 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.

TWELFTH: Drying Yards No clothes lines or drying yards shall be visible from the street area adjacent to said property.

THIRTEENTH: No Hunting No hunting shall be permitted on the property.

FOURTEENTH: Building Setbacks No building shall be erected on any plot 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.

FIFTEENTH: Animals 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 two horses per acre be kept or maintained upon any property subject to these restrictions. Fractional acreage will not be considered in determining the number of horses permitted. 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.

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SIXTEENTH: Septic Systems 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, designed by a registered civil engineer. No cesspools or outside toilets shall at any time be permitted.

SEVENTEENTH: Wells: No individual wells shall be permitted.

EIGHTEENTH 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 way affect any of the other provisions which shall remain in full force and effect.

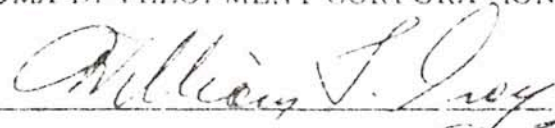
NINETEENTH: These covenants are to run with the land and shall be binding on the parties hereto, their heirs and assigns, and all persons claiming under each parties or persons until December 31st, 1984, at which time the same shall be automatically extended for successive periods of five (5) years; 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.

TWENTIETH: If the parties hereto, or any of them, their heirs, successors or assigns, shall 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.

TWENTY-FIRST: 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.

SONOMA DEVELOPMENT CORPORATION

By:


 William J. Troy, President

Charles R. Johnson
 Witness to the signature of
 William J. Troy, President
 Sonoma Development Corporation

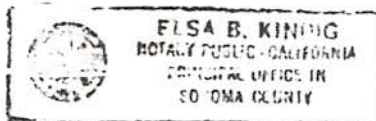
State of California

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County of Sonoma

On this 29th day of December in the year one thousand nine hundred and sixty six, before me, Elsa B. Kindig, a Notary Public, State of California, duly commissioned and sworn, personally appeared Charles K. Johnson known to me to be the same person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposes and says that he resides in San Francisco, California, that he was present and saw William J. Troy known to him to be the President of the Sonoma Development Corporation, personally known to him to be the same person described in and who executed the said within instrument, as the party thereto, sign seal and deliver the same; that the said William J. Troy duly acknowledged in the presence of said affiant, that he executed the same, and that he the said affiant Charles K. Johnson thereupon at his request, subscribed his name as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.



Elsa B. Kindig
ELSA B. KINDIG
My Commission Expires Feb. 16, 1967

END OF DOCUMENT