

DECLARATIONS OF RESTRICTIONS, CONDITIONS,
COVENANTS AND AGREEMENTS AFFECTING REAL
PROPERTY KNOWN AS PALOMINO LAKES "A", RECORD
OF SURVEY, SONOMA COUNTY, CALIFORNIA

Declaration made on the 30th day of August, 1961 by PALOMINO LAKES, INC., a corporation organized and doing business under the Laws of the State of California and having the principal office for the transaction of its business located in Cloverdale, Sonoma County, California.

RECITALS OF FACT

A Declaration of Restrictions, Conditions, Covenants and Agreements affecting real property known as Palomino Lakes "A" Record of Survey, Sonoma County, California, was executed by Palomino Lakes Inc. and recorded on the 25th day of August, 1961, in the office of the County Recorder, Sonoma County, California, Serial #G61270. Said Declaration provides, under paragraph 31 thereof, that Palomino Lakes, Inc. "reserves the right to alter, delete or modify the foregoing restrictions, conditions, covenants and agreements." Palomino Lakes, Inc. now desires to modify said restrictions, conditions, covenants and agreements, and to that end has executed the ensuing Declaration, which shall constitute the restrictions, conditions, covenants and agreements affecting said property.

Palomino Lakes, Inc. (Developer) is the owner in fee simple absolute of a certain tract of land situated in Sonoma County, State of California and shown and delineated on a certain recorded survey map entitled 'Palomino Lakes "A" in Sonoma County, California' recorded in the office of the County Recorder of Sonoma County, California in Map Book 87 at page 19 to 23 thereof, on August 25, 1961, which by this reference is incorporated herein.

Palomino Lakes, Inc. proposes to sell Lots 1 to 31 inclusive of Block 1, Lots 1 to 30 inclusive of Block 2, Lots 1 to 14 inclusive of Block 3, Lots 1 to 7 inclusive of Block 4, Lots 1 to 23 inclusive of Block 5. Lots 1 to 6 inclusive of Block 6 and Lots 1 to 7 inclusive of Block 7, shown on said map, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between it and the several purchasers of said lots as between themselves as hereafter set forth.

NOW THEREOFRE, Palomino Lakes, Inc. declares that Lots 1 to 31 inclusive of Block 1, Lots 1 to 30 inclusive of Block 2, Lots 1 to 14 inclusive of Block 3, Lots 1 to 7 inclusive of Block 4, Lots 1 to 23 inclusive of Block 5. Lots 1 to 6 inclusive of Block 6 and Lots 1 to 7 inclusive of Block 7, shown on said map are held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between it and the several owners and purchasers of said lots and between the several owners and purchasers of said lots as between themselves, their heirs, successors and assigns:

1. Mutual and Reciprocal Benefits, Etc.

All of said restrictions, conditions, covenants and agreements shall be made and shall be deemed made for the direct and mutual and reciprocal benefit of each and every lot shown on said recorded Map and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of each other lot shown on said Map, and to create reciprocal rights and obligations between respective owners and all of the lots shown on said Map and to create a privity of contract and estate between and among grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, his heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

2. Terms of Restrictions, Amending, Voting.

Each and all said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the first day of January, 1982, at which time they shall be automatically extended for successive periods of ten (10) years unless a majority of the then record owners of the lots shown on said Map vote to change the same in whole or in part. In voting, pursuant to the provisions of this paragraph 2, each lot owner of record, including the developer, shall be entitled to one vote for each lot owned by him or it, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's office of the County of Sonoma, State of California.

3. Pets, Horses, Animals, Etc.

No animals other than a reasonable and usual number of household pets, shall be kept on any of said lots, except as hereinafter specified. The developer, its successors and assigns, may grant a revocable permit giving the owner of any said lots the right to keep and maintain a limited number of horses, poultry, rabbits or other animals as pets, provided same are not kept and maintained for commercial purposes. It shall be the duty of the developer, its successors and assigns, to revoke any permit so granted if such use of said property shall become a nuisance to the neighbors adjacent to said owner. All riding of horses shall be confined to the property of the owner of such horse or horses, to trails designated by the Architectural Supervising Committee, and to such other property on which riding is permitted by the owner thereof.

4. Hunting.

No hunting shall be done on any of said lots.

5. Lake Maintenance and Swimming.

No lake or the shoreline thereof shall be maintained by its owner or owners in an unclean or unsanitary condition nor shall it be permitted to become a nuisance. The Architectural Supervisory Committee shall have general supervision over the maintenance, cleanliness and sanitation of said lakes and shorelines. Each lot owner who owns all or part of any of said lakes agrees to abide by any order of said committee directing him to clean and maintain in a sanitary and proper manner said lakes and shorelines and to abate any nuisance therein or thereon. The agreement contained in the last preceding sentence shall be construed as a covenant running with the land and not as a condition which might

cause the grantee's title to be forfeited. Each lot owner further agrees that the members of said Committee may at any time institute or prosecute in their names or cause to be instituted or prosecuted in the name of any member of said Committee any suit or suits which the Committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee of his agreement to clean, maintain and keep such lakes and shorelines in a sanitary, clean and/or proper condition which the Committee has ordered cleaned, maintained and/or kept in a sanitary, clean and proper manner. Should any such suit be instituted, the grantee agrees to pay reasonable attorney's fees for the plaintiff's attorneys as may be fixed by the court.

No swimming shall be permitted in said lakes, provided, however, that the developer, its successors and assigns may grant a revocable permit giving the owner or owners of said lake or lakes and their family and guests the right to swim in said lake or lakes. It shall be the duty of the developer, its successors and assigns, to revoke any permit so granted if such use of said lakes shall become a nuisance or render said lake unclean or unsanitary.

6. Signs.

No signs shall be displayed on any of said lots except as follows: The name of any home owner, and the name and profession of any professional man who is a homeowner, may be displayed upon or in front of his dwelling house upon a sign not exceeding 200 square inches in size. There may also be displayed upon such lot a sign not exceeding 18 by 24 inches advertising the fact that such lot or dwelling house is for sale or to let or to lease.

7. Parking of Vehicles.

No vehicle owned and maintained by the owners of any of said lots shall be parked, under normal circumstances upon the roads and streets.

8. Excavating.

No excavation of or for stone, gravel, earth or sand shall be made of any said lots, unless such excavation is made in connection with the erection of a building or structure thereon.

9. Rubbish, Garbage, and Burning Control.

No rubbish or garbage shall be stored or allowed to accumulate upon any of said lots except in receptacles or in a manner approved by the Architectural Supervising Committee for a period of not more than one week. No burning of rubbish, trash, or garbage shall be done upon any of said lots unless it is done in an incinerator approved by the Architectural Supervisor Committee and pursuant to a permit granted by the Architectural Supervisory Committee and also by Sonoma County when such consent of the County is required by law.

10. Liquor Restrictions.

No part of said property shall be used for the purpose of vending intoxicating liquors for beverage purposes, whether such vending shall be done directly or under some evasive guise.

11. Drilling of Wells, Water Systems.

No well for the production of, or from which there is produced, oil or gas or any other mineral substance (including water for private consumption) shall be dug or operated on any of said lots. A well for the production of, or from which there is produced, water for private consumption may be dug upon any of the said lots provided, however, that no well for the production of water for private consumption shall be dug or operated upon any of said lots to which a water supply is made available by a water company. All wells shall be equipped with sanitary seals pursuant to American Waterworks Association or equal standards. The owner of any of such lots to which a water supply is made available, at his or her own expense, shall supply and install all extension lines connecting to the property line of each such owner with the supply lines of said water company and shall supply a meter approved by said water company and shall install said meter at a location approved by said water company.

12. Resubdivision of Lots.

None of said lots may be resubdivided except that the developer, its successors or assigns, may divide any of said lots so as to increase the size of adjoining lots; or where one or more of said lots is, in the opinion of the developer, its successors and assigns, of such size and character that it may be divided into two or more lots which will each be similar to other lots in said tract, and adequate in size and character to permit development similar to that on said other lots, then such lot or lots may be divided by the developer, its successors and assigns, or permission may be granted by the developer, its successors or assigns, to the owner of such lot or lots, but in no event shall any lots be divided so as to create a parcel or parcels having an area of less than one and one-quarter acre. Should two or more contiguous lots be acquired by the same grantee, such lots will, unless otherwise stipulated, be treated and considered by the developer and/or said grantee as one entire lot for the purpose of these restrictions.

13. Fences, Walls, Hedges and Trees.

No fence, wall or hedge over six feet in height shall be erected or grown at any place on said premises; provided, however that the restrictions set forth in this paragraph may be waived or modified as to any parcel by the Architectural Supervisory Committee hereinafter referred to. No living tree may be removed or intentionally killed without the written consent of the Architectural Supervisory Committee. All dead trees shall be removed and a replacement obtained and planted. Said Architectural Supervisory Committee shall also have general supervision over planting, growth and removal of trees on lots in said tract. Each lot owner agrees to abide by any order or said Committee directing him not to plant any trees or cut down or cut back or remove any trees which may have been planted or which may have existed on lots in said tract and to replace dead trees which have been removed. The agreement contained in the last preceding sentence shall be construed as a covenant running with the land and not as a condition which might cause the grantee's title to be forfeited. Each lot owner further agrees that the members of said Committee may at any time institute or prosecute in their names or cause to be instituted or prosecuted in the name of any member of said Committee any suit or suits which the Committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee of his agreement to remove, cut down, or cut back or plant any tree which the Committee has ordered removed, cut down, or cut

back or planted. Should any such suit be instituted the grantee agrees to pay reasonable attorney's fees for the plaintiff's attorneys as may be fixed by the court.

14. Architectural Supervisory Committee.

An Architectural Supervisory Committee consisting of three members has been created by the developer, and the developer may fill vacancies in the Committee and remove members thereof at its pleasure; provided, however, that when seventy-five percent of the lots in said tract have been sold, thereafter, upon written designation by sixty percent of those who are record owners of lots in said tract, of some person or persons whom such owners desire to have made member or members of said Committee, the developer will appoint such person or persons on the Committee, and, if necessary, will remove from said Committee existing members thereof in order to create vacancies for the new appointments; provided further, however, that one person designated by the developer shall always remain a member of said Committee if the developer so desires. The function of said Committee shall be, in addition to the functions elsewhere in this Declaration set forth, to pass upon, approve, or reject any plans or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plan of the developer, and of the Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions set forth in this Declaration except as herein specifically provided. The Committee may act by any two of its members, and any authorization or removal of or made by the Committee must be in writing signed by at least two members thereof.

15. Transfer of Functions of Architectural Supervising Committee.

Anything herein to the contrary notwithstanding, at any time while it is the record owner of one-third of the lots shown on said Map, the developer may terminate the existence of the Architectural Supervisory Committee and/or transfer to the Palomino Lakes Property Owners Association, hereinafter referred to, all or any of the rights, powers, functions and duties of said committee and/or authorize said Association to appoint any or all of the members of said committee by recording in the office of the County Recorder of Sonoma County, California, an amendment to this declaration to such effect.

16. A. Type and Use of Structures.

No Dwelling house shall be erected or situated on any of said lots unless it shall be a single family dwelling house covering a minimum of eleven hundred (1100) square feet (of which a reasonable portion may include an enclosed attached garage), provided, however, that a single, separate and permanent guest house of a lesser area may be built for use in conjunction with such single family dwelling house. Areas shown as slope easements on said map shall be restricted for the purpose of containing cut and fill slopes and no building or permanent improvement shall be constructed or allowed on such slope easements. No more than one such single family dwelling house shall be constructed on any single lot unless there shall be at least one and one-quarter acres of land for each such house. No tent, shack, trailer or dwelling of a temporary character shall be permitted on said lots. No garage, store-house, tent, shack, or trailer or other outbuilding or structure other than a dwelling house or guest house shall at any time on any lot as a residence or

dwelling or for overnight sleeping purposes, either temporarily or permanently. No structure on any lot shall be used for any purpose other than a dwelling house, guest house or appurtenant outhouse, private boat-house or private float, and more particularly, and with the intent of limiting foregoing restrictions, no store, flats, double houses, radio towers, hotels or apartment houses shall be built or placed upon said property nor shall any trade, business or manufacture, nor any filling station, garage, or repair shop of any kind, school, sanitarium, hospital, commercial gardening, dairy, animal or poultry raising, be carried on or conducted for commercial purposes on said property, or any part thereof, provided, however, that the developer, its successors and assigns, may erect and maintain on said property such signs, sales offices and other advertising and sales devices as it may deem necessary or proper in the conduct, development, improvement and sale of Palomino Lakes and the lots therein.

16. B. Approval of Plans.

No residence, guest house, out-house, tennis court, swimming pool, wall, serial fence, terrace, terracing for landing of boats, boathouse, landing-float, dock, landing ramp, steps, bulkhead, or other structures or improvements shall be constructed, kept or maintained upon any of the said lots without the written approval as to the propriety thereof, as well as to the location, height and design thereof, first having been obtained from the Architectural Supervising Committee. Before construction work of any kind is started a plan of the exterior design of any building to be constructed on any of said lots shall first be submitted to the Architectural Supervising Committee for their approval and retention, and said plan shall show the four exterior elevations of said building, together with the floor plan plotted on a map of said lot.

16. C. Diligence in Building.

When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time.

17. Septic Tanks.

Each lot owner shall dispose of sewage by means of a septic tank constructed on his lot at his own expense unless a district is formed or some other municipal facilities are provided for the disposal of sewage. The location, design, size, construction and maintenance of such tank shall comply with all ordinances, rules, regulations and requirements of the Sonoma County Health Department and of any other public body having jurisdiction thereof as well as of said Association or said Architectural Supervising Committee. Each lot owner shall have his tank inspected by a licensed septic tank contractor at such intervals as the Sonoma County Health Department or other public body having jurisdiction may, from time to time, require, and agrees, at his own expense, to service and make repairs when the report of such licensed septic tank inspector shows the same to be needed. Each lot owner further agrees that if a sewage or sanitary district is hereafter formed and undersigned requests him to tie or connect his sewage pipe or line into or with such system, he will do so at his own cost and expense.

18. Electric Wiring.

All wiring for electricity and telephone on each lot shall be installed and maintained by the lot owner and shall comply with the requirements of the Architectural Supervising Committee. All necessary connections with services for telephone, gas, electricity and water shall be made and maintained by each lot owner from such place or places in the road adjoining his lot to which feeders for such services may have been installed.

19. Property Owners Association.

A non-profit corporation, without capital stock, or some other form of association to be known as the Palomino Lakes Property Owners Association, or a similar name, will be organized and/or incorporated under the laws of the State of California by the developer prior to the conveyance referred to in paragraph 15 hereof. Every person who acquires record title to any lot or lots in Palomino Lakes "A" shall by such act be conclusively deemed to have consented and agreed to pay all charges and assessments of said Palomino Lakes Property Owners Association levied upon or assessed against him or his lot or lots; and every such person shall also be conclusively deemed to have consented and agreed that on the date any charge or assessment of said Association is levied or assessed against him and notice thereof recorded, the same shall constitute a lien against and upon each and every lot owned by him in said Palomino Lakes "A" as security for the payment of said charges and assessments, which lien may be enforced by said Association either by an action at law to collect all charges and assessments secured thereby or by an action to foreclose said lien; provided, however, that all such charges and assessments of said Association shall be devoted only to the following uses and purposes, to wit:

- (a) Expenses, if any, incident to the enforcement of the conditions, restrictions, covenants and charges contained in this Declaration, and to the collection of the charge or assessment provided for in this clause;
- (b) Street lighting, improving and maintaining the streets, sidewalks, paths, parks, parkways and areas between curb and property line, provided, however, that the expense of the maintenance and improvement of all streets and roads shall be borne by the developer so long as it remains the record owner of forty (40%) percent of the lots shown on said map;
- (c) Employing watchmen, gardeners or caretakers;
- (d) Caring for vacant and unimproved lots and areas, removing grass and weeds there from and any other thing necessary and desirable in the judgment of said Association to keep the property neat and in good order, provided, however, that the cost of said care shall be borne by the developer for all lots shown on said map of which it is the record owner;
- (e) Office expenses incident to the conduct of the business of said Association;
- (f) Such other Association expenses and charges as the articles of incorporation or By-Laws of the Association, as the same may be amended from time to time, may specify. Said assessments and charges levied by said Property Owners Association shall be set in a manner and amount to be determined by said Association.

20. Membership in Property Owners Association.

All owners of lots in Palomino Lakes "A" are entitled to and shall become members of said Palomino Lakes Property Owners Association. Every person who acquires title from

the developer to any lot or lots in said Palomino Lakes "A" by such act agrees to comply with all the provisions of this Declaration applicable to lot owners and covenants that he will not sell such lot or lots to any person who does not, at or before the time he acquires title thereto, agree to comply with all provisions of this Declaration and pay all charges and assessments of said Association and to become a member thereof.

21. Further as to Membership in and Charges of Association.

Anything herein to the contrary notwithstanding, as long as Palomino Lakes, Inc. shall own any of said lots or shall own any of the lots in the further Palomino Lakes subdivision hereinafter referred to it shall be a member of said Association but it shall not be liable for the payment of charges or assessments of said Association of any nature whatsoever, whether hereinabove mentioned or not, nor may charges or assessments of the Association be levied upon or assessed against any lot or lots owned by the developer.

22. Voting in Association.

The owner of record of each lot in Palomino Lakes "A", including the developer, and the owner of record of each lot in the further Palomino Lakes subdivision hereinafter referred to, including the developer, shall be entitled to one vote in the Association for each lot standing of record in his or its name.

23. Violation of Restrictions; Penalties.

Violation of any of the restrictions, conditions, covenants, or agreements herein contained shall give to the developer, its successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the lot owner, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result. Such remedy shall be deemed cumulative and not exclusive.

24. Acceptance of Restrictions.

All purchasers of lots shown on said Map shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

25. Invalidity.

It is expressly agreed that in the event any covenant or condition or restriction herein contained, or any portion thereof, is held invalid or void, such invalidity or void covenant, condition or restriction shall in no way affect any other covenant, condition or restriction herein contained.

26. Waiver of Breach.

No waiver of a breach of any of the covenants, conditions or restrictions herein contained shall be construed as a waiver of any succeeding breach of the same or any other condition, reservation or restriction.

27. Mortgages or Deeds of Trust.

All restrictions, covenants, conditions, agreements, all assessments and charges of said Property Owners Association, and all other provisions herein contained shall be deemed subject to and subordinate to all mortgages and/or deeds of trust now or hereafter executed covering all or any of the lots shown on said Map and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust, but that it is distinctly understood and agreed that if any lot or lots are sold under a foreclosure of any mortgage or under provisions of deed of trust, any purchaser at such sale, his or its successors or assigns, shall hold such lot or lots so purchased subject to valid assessments and charges thereafter levied by said Property Owners Association and to all of the restrictions, covenants, conditions, agreements and other provisions of the Declaration then existing and as the same may thereafter be amended from time to time.

28. Transfers.

No transfers of any interest in the lots of Palomino Lakes "A" shall be made without the approval of the developer, its successors and assigns.

29. Future Developments.

It is contemplated (but without any agreement or undertaking to that effect) that at some future time the developer may record in the office of the County Recorder of Sonoma County, California, a final subdivision or record of survey map or maps applicable to lots (other than the aforesaid lots of Palomino Lakes "A") which may then abut on said Palomino Lakes "A". The owners of said lots in such new subdivision abutting on Palomino Lakes "A" shall be entitled to become members of the Palomino Lakes Property Owners Association and shall enjoy the rights, benefits and privileges of such membership specified herein and in the articles of incorporation and By-Laws of the Association, as the same may be, from time to time, amended, all upon such terms and conditions and subject to such declaration of restrictions as the developer may hereafter set and determine. Such terms and conditions, insofar as they may appertain to charges and assessments of the Association, shall not, however, be more favorable than those imposed upon the owners of lots in Palomino Lakes "A". The restrictions, conditions, covenants and agreements contained in this Declaration are also made and shall be deemed made for the direct benefit of such further Palomino Lakes subdivision and of any and all lots abutting said subdivision.

30. Marginal Notes.

The marginal notes and phrases as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference and are in no way or are they intended to be a part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

31. Alteration or Modification.

Palomino Lakes, Inc. reserves the right to alter, delete or modify the foregoing restrictions, conditions, covenants and agreements.

WHEREFORE, the undersigned, by its President and Secretary thereunto duly authorized by resolution of its board of directors, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed, the day and year first above written.

(signed)

Jack L. Black, President

Patricia P. Black, Secretary

August 30, 1961

Recorded August 31, 1961

Book 1843, Pages 161-180

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