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

RECITALS

- A. On August 25, 1961, Palomino Lakes, Inc, a California corporation ("Declarant"), recorded a Declarations of Restrictions, Conditions, Covenants and Agreements Affecting Real Property Known As Palomino Lakes "A", Record of Survey in the Official Records of Sonoma County at Book 1842, at Page 127 ("Declaration").
- B. On August 31, 1961, Declarant recorded a Declarations of Restrictions, Conditions, Covenants and Agreements Affecting Real Property Known as Palomino Lakes "A", Record of Survey in the Official Records of Sonoma County at Book 1843, at Page 161.
- C. On January 3, 1963, Declarant recorded an Amendment to and Modification of Declarations of Restrictions, Conditions, Covenants and Agreements Affecting Real Property Known As Palomino Lakes "A", Record of Survey in the Official Records of Sonoma County at Book 1940, at Page 37.
- D. On February 28, 1966, Declarant recorded an Amendment to Declarations of Restrictions, Conditions, Covenants and Agreements Affecting Real Property Known as Palomino Lakes "A", Record of Survey in the Official Records of Sonoma County at Book 2191, at Page 157.
- E. On April 11, 1966, Declarant recorded an Amendment to Declarations of Restrictions, Conditions, Covenants and Agreements Affecting Real Property Known as Palomino Lakes "A", Record of Survey in the Official Records of Sonoma County at Book 2200, at Page 494.
- F. On June 2, 1993, Declarant recorded an Amendment to Declarations of Restrictions, Conditions, Covenants and Agreements Affecting Real Property Known as Palomino Lakes "A", Record of Survey in the Official Records of Sonoma County as Instrument No. 1993-0068391.
- G. The Declarations, as amended, provides for its Amendment by vote of the Members of the Palomino Lakes Owners' Association ("Association"). On May 3, 2008, not less than the requisite percentage of the Association's Members voted to amend the Declarations as set forth below, all in accordance with the procedures for Amendment set forth in the Declarations. The Amendments to the Declaration as set forth herein and the fact that the requisite percentage of affirmative votes required in the Declarations was achieved, are attested to by the execution of Amendments by duly authorized officers of the Association, as required by *California Civil Code* § 1355(a). As so amended, the covenants, restrictions, limitations, conditions and uses set forth in the Declarations shall run with the

Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of each Owner thereof.

AMENDMENTS

SECTION 16 OF THE DECLARATIONS IS AMENDED BY ADDING SUBSECTIONS 16. D, E AND F, AS FOLLOWS.

D. Right to Lease. Subject to the Board's authority to limit the number or percentage of lots ("Lots") shown on that certain map entitled "Palomino Lakes "A", Record of Survey" ("Development") recorded on August 30, 1961 in the Official Records of Sonoma County, that are rented or leased, as specified below, an Owner may delegate the Owner's rights to use and enjoy Palomino Road for access to and from the Owner's Lot to Tenants or lessees and Contract Purchasers (collectively "Tenants") who reside in the Owner's Lot; provided that any rental or lease shall be in writing, for a term not less than one (1) year, except as otherwise approved by the Board, and shall be limited solely to Single Family Residential Use. Prior to a Tenant taking occupancy, the Owner shall provide the Association with the names and contact information for all Tenants.

Except as otherwise provided in this Subsection, at no time shall more than fifteen percent (15%) of the Lots be rented or leased; provided, however, that this Amendment shall not be effective as to any Lot until such time after the effective date of this Amendment as such Lot is sold, conveyed or otherwise transferred to a new Owner, whether voluntary or involuntary. Any rental or lease of a Lot shall be subject to the provisions of the governing documents, as defined in *California Civil Code* Section 1351(j), for the Association and/or the Development, all of which shall be deemed incorporated by reference in the lease or rental agreement. Each Owner-lessor shall provide all Tenants with a current copy of all governing documents and the Owner-lessor shall be responsible for compliance by the Tenants with all of the provisions of the governing documents during the Tenants' occupancy and use of the Lot.

E. Discipline of Tenants; Exercise of Eviction Authority. Subject to subsection F below, in the event that any Tenant fails to honor the provisions of any governing document, the Association shall be entitled to take such corrective action as it deems necessary or appropriate under the circumstances, which may include initiation of an eviction proceeding in accordance with subparagraph (c) below, and the imposition of fines and penalties against the Owner and/or Tenant.

Whether or not such right is stated in any rental agreement, every Owner who rents his or her Lot automatically grants to the Association the right to determine a Tenant's default under the governing documents and to terminate the tenancy and evict the Tenant for such default. If the Board takes such eviction action, either in its own name or in the Owner's name, the Owner and Tenant shall be jointly and severally responsible for all costs thereof, including reasonable attorney's fees, and shall reimburse the Association upon demand for the entire amount of such costs. If the Owner refuses to make such reimbursement, the sums shall constitute a special assessment pursuant to Section 19(a) for which a lien may be imposed against the Owner's Lot.

The Association's right to maintain an eviction action hereunder is derived from Section 1368.3 of the *California Civil Code* and Section 165 of the *California Code of Civil Procedure* and shall only arise if the Tenant's conduct involves damage to or destruction of Palomino Road, or constitutes a nuisance or unreasonable interference with the quiet enjoyment of other residents.

Any penalty levied pursuant to this Section 16 shall be considered a special assessment as defined in Section 19(a), below. If a special assessment is imposed as a result of the conduct of a Tenant, the Tenant agrees to be personally obligated for the payment of such assessments in the event the

Owner-lessor fails to pay the assessments prior to the delinquency date. This provision, however, shall not be construed to release the Owner from any obligation, including the obligation to pay any duly imposed special assessments, for which such Owner would otherwise be responsible. Any Tenant charged with a violation of the governing documents is entitled to the same notice and hearing rights to which the Owner is entitled as provided in subparagraph (c) below. Any Owner who shall lease his or her Lot shall be responsible for assuring compliance by the Tenant with the governing documents.

F. Due Process Requirements for Disciplinary Action. Except for circumstances in which immediate corrective action is necessary to prevent personal injury or damage or destruction to property or to preserve the rights of quiet enjoyment of other Owners, the Association shall have no right to initiate disciplinary action against an Owner-lessor (or the Owner's Tenant) on account of the misconduct of the Tenant unless and until the following conditions have been satisfied:

(i) The Owner has been given written notice from the Board, the Association's property manager or authorized committee of the Board detailing the nature of the Tenant's alleged infraction or misconduct and advising the Owner of his or her right to a meet and confer pursuant to the dispute resolution procedure commencing at Civil Code §1363.810. Any such meet and confer shall be conducted in accordance with duly adopted rules of the Association;

(ii) The Owner has been given a reasonable opportunity to take corrective action on a voluntary basis and to appear at a hearing, if one is requested by the Owner; and

(iii) The Owner has failed to prevent or correct the Tenant's objectionable actions or misconduct.

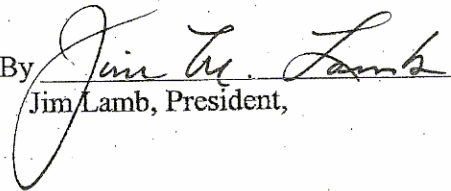
SECTION 3 OF THE DECLARATIONS IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

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, but not a Tenant, of any of 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 such riding is permitted by the owner thereof.

The undersigned certify that the above Amendments to the Declaration are were duly approved by the requisite percentage of Members of the Palomino Lakes Owners' Association.

Palomino Lakes Owners' Association

May 13, 2008

By 
Jim Lamb, President,

