NOTICE

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin or ancestry, that restriction violates state and federal fair housing laws and is void.

Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision "c" of Section 12956.1 of the Government Code.

IF YOU ARE RECEIVING THIS NOTICE BY FACSIMILE TRANSMISSION, PLEASE BE ADVISED THAT THE ORIGINAL IS PRINTED IN RED.

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va. 820 PAGE 470

DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS AND AGREEMENTS

THIS DECLARATION made this First day of October, 1969 by Charles 1. Joens and Pauline Joens, his wife, and Mary Picolet,

WITNESSETH

WHEREAS, the undersigned are the legal owners of cert in real property situated in the Counties of Napa and Yolo, State of California, and described more particularly in the following instruments:

Deed from Charles I. Joens etux to Mary Picolet etal dated October 20, 1967 and recorded November 15, 1967 in Volume 867 Official Records of Yolo County at page 695 and in Volume 776 Official Records of Mapa County at page 940 excepting therefrom PARCEL THREE and PARCEL FOUR described in said deed.

Patent from the United States of America to Charles I. Joens etux dated December 13, 1968 and recorded February 27, 1969 in Volume 904 Official Records of Yolo County and recorded March 3, 1969 in Volume 803 Official Records of Napa County at page .447.

Deed from Walter R. Chapman to Charles I. Joens dated November 18, 1968 and recorded December 6, 1968 in Volume 898 Official Records of Yolo County at page 27 and December 26, 1968 in Volume 799 Official Records of Napa County at page 772.

WHEREAS, the undersigned desire to restrict each and every parcel of said property to certain restrictions, conditions, covenants and agreements;

NOW, THEREFORE, the undersigned declares that said property is held and shall be sold, conveyed, owned, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between the several owners and purchasers of said property as among themselves and their heirs, successors and assigns:

I. DEFINITIONS:

- a. The word "property' shall mean all of the real property above described in the introduction to this declaration of restrictions;
- b. The word "parcel" shall mean the original parcel of real property conveyed by the undersigned, and any subsequent division of said parcel into smaller parcels, including any redivision thereof, and any lots resulting from the formal subdivision of said parcel or parcels;
- c. The word "owner" shall mean any single owner or several owners in common, in joint tensney, or in association, of any separate parcel;
- c. The word "Committee" shall mean the Architectural Supervising Committee hereinafter created.

2. MUTUAL AND RECIPROCAL BENEFITS

All of the restrictions, conditions, covenants and agreements set forth herein are and shall be for the direct, mutual and reciprocal benefit of each and every parcel, and are intended to create and do create mutual and equitable servitudes and reciprocal rights and obligations between the respective owners of all of the parcels, and thereby create a privity of contract and estate among the grantees of said properly, their heirs, successors and assigns, and shall operate as covenants

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running with the land for the benefit of all of the parcels within said property.

TERM OF RESTRICTIONS

Each of and all said restrictions, conditions, covenants and agreements shall continue in full force and effect and shall be binding until the First day of January, 1989, at which time the same shall be automatically extended for successive pariods of ten years unless, by duly executed and recorded statement, more than fifty percent (50%) of the then recorded owners of a majority of the parcels covered hereby, elect to terminate and/or smend same, such election being evidenced in writing, executed and acknowledged by said majority of owners, and duly recorded. 75% of the record owners of the property covered by these restrictions, excluding the undersigned, may amend, delete and add to these restrictions by a duly acknowledged and recorded written instrument.

PLAN APPROVAL

No structures, either buildings, mobile homes, fences, swimming pools, walls, or other improvements shall be constructed upon any of said parcels without the written approval as to location, height, design and color thereof, first having been obtained from the Architectural Supervising Committee. In order to avoid unnecessary hardships, it is mandatory that all parcel owners contemplating works of constructions, improvements, etceters, shall submit, in duplicate, at the outset, preliminary drawings, sketches and outline specifications in order to obtain tentative action thereon before causing preparation of detailed or complete drawings, plans and specifications, or incurring substantial expenses in that regard. One set of preliminary plans shall be retained by the committee. The Architectural Supervising Committee shall approve or disapprove said plans, specifications and details within ten days from the receipt thereof. In the event that no action be taken to approve or disapprove such plans and specifications and derails within ten days after the delivery thereof to naid committee, and no action has been instituted to enjoin the doing of the proposed work, the provisions of this Section 4 shall be deemed waived.

SET BACK

No building, mobile home, or other structure shall be located nearer than menty feet (20) from any property line.

SICHS

Until December 31, 1970, no signs whatsoever shall be displayed to the public view on any parcel. These restrictions shall not apply to signs used by the undersigned, or by any Contractor to advertise the property during the period of construction of a building or sale of the property.

FENCES

Not 30 Page (

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No fence over six feet (6') in height shall be erected at any place on the property; provided, however, that the restrictions set forth in this paragraph may be waived or modified by the Committee hereinafter created.

RUBBISH

No parcel shall be used or maintained as a dumping ground for a bbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage and disposal of such naterial shall be covered and kept in a clean and sanitary condition.

EASEMENTS

Easements and rights-of-way are hereby reserved to the undersigned, its

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successors and assigns, in and over each and every part of the property, for the erection, construction and maintenance and operation of drainage pipes, conduits, poles and other means of conveying to and from parcels in said property, gas, electricity, power, water, telephone and telegraph service, sewage and other things for convenience to the owners of said parcels, and the undersigned, its successors and assigns, shall have the right to reserve any additional easements for said purposes in contracts and deeds, to any or all of said parcels.

10. ASSESSMENTS FOR ROAD MAINTENANCE

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Every parcel ahall be subject to an annual charge for maintenance of roads described in document recorded in Volume. Official Records of Yolo County at page and recorded Occambre 31. 1909 in Volume \$2.00fficial Records of Napa County at page ALC and for the expense of Committee operations, which shall be levied and assessed annually by the Committee, by resolution or resolutions duly adopted, and such assessment shall be payable to said Committee in advance on the first day of May following the adoption of said resolution or resolutions.

The basis for said assessment shall be as follows: the total assessment shall be that amount which is, in the exclusive opinion of the Committee, required to the ensuing fiscal year, commencing on May 1, to maintain and/or to improve private roads above referred to. The total assessment shall be pro-rated among parcel owners in the same proportion as the assessed value of their real property (including improvements) belonging to said owner bears to the total assessed value of all of the parcels (including improvements). For example, if the assessed value of a 160 acre parcel is \$8,000.00, and the assessed value of all of the parcels within the property (including improvements) is \$80,000.00, then the owner of the 160 acre parcel would be responsible to pay ten per cent (10%) of the total assessment levied by the Committee.

In the event that the Committee shall determine an annual assessment which is in excess of \$2.00 for each full acre of land comprising the entire property subject to these restrictions, then such assessment shall be valid and binding only if parcel owners, exclusive of the undersigned, owning parcels having a combined assessed valuation of 75% of the total valuation consent to such assessment.

The Committee shall maintain all funds with a banking or savings and loan association whose accounts are insured by an Agency of the U.S. Government. Not less than two signatures shall be required for the disbursal of funds. Unspent funds in any fiscal year shall be carried forward to the ensuing fiscal year, and shall be considered in arriving at the amount of subsequent assessments. The Committee shall be empowered to carry a reasonable reserve fund for emergencies.

Thirty days after its due date an unpaid assessment shall be considered delinquent. Thereupon, the balance of said assessment shall bear interest at the rate of ten per cent (10%) per annum from its due date, and in addition thereto, there shall be a late payment fee of \$5.00 for each month or fraction of a month until said assessment is paid in full. With respect to any such delinquent assessment, the Committee shall cause a notice of said assessment, and the lien thereof, to be signed and acknowledged by at least two of its members and recorded in the Office of the County Recorder of Napa and/or Yolo County, California.

Said recorded notice shall embody said resolution and shall state the rate c such charge or assessment, the time it is payable and a lien, and a description of the parcel to which it applies. When charges and assessments are paid, said Coummittee shall, from time to time, execute, acknowledge and record in the office of the County Recorder of Napa and/or Yolo County, California, a release of lien with respect to the property for which payment shall have been made. Full receipts shall be tasked to the owner or owners paying such charges and assessments. Notwithstanding anything herein to the contrary contained, the lien of such charges

or assessments shall be subject and subordinate to all mortgages and, or to Deeds of Trust now or hereafter executed covering any lots subject hereto. However, said charges or assessments shall be a personal obligation of and collectible from each owner of any parcel as at the time of recordation of such notice of assessment and lien. For the purposes of this paragraph the term "owner" of any lot or parcel shall be deemed to be any person or persons in whom the legal title to said property shall atand of record, or any person or persons who shall be the purchaser or purchasers thereof under a contract of sale, or any person or persons who shall be the trustor or trustors under any such Deed of Trust, or his or their successors in interest. The charges shall be applied toward the payment of maintenance expenses incurred for any of the following purposes:

- a. Expenses incident to the enforcement of essements, restrictions, conditions, covenants, charges and agreements contained in this declaration, and to the collection of charges or assessments provided for in this paragraph;
- b. Improving and maintaining private roads now existing or hereafter constructed as described in document recorded in Volume Official Records of Yolo County at page and recorded DEU 31 1969 in Volume \$22,00fficial Records of Napa County at page 467; RA 7680
- c. Employing watchmen and otherwise safeguarding the property;
- Doing those things incident to carrying out the provisions of these restrictions.

The money so collected shall be applied to the purposes abovementioned which shall be carried out only to the extent possible from the money so collected. The undersigned shall not be liable to purchasers, their successors or assigns, for any act or omission done or occurring under or with respect to the provisions of this paragraph, provided such act is done in good faith and such omissions are not occarioned by the willful misconduct of the undersigned.

The right to assess, adjust, collect, have and receive said charges and assessments to enforce the collection thereof, and to expend the same as herein set forth, shall be and is hereby vested in the committee hereinafter created, and the undersigned shall not be responsible therefore.

11. ARCHITECTURAL SUPERVISING COMMITTEE

An architectural Supervising Committee is hereby created consisting of Charles I. Joens, Mary Picolet and Carl L. Eggers.

In the event of a varancy on said committee, the remaining member or members may fill said varancy; provided, however, that upon written vote, the owners of parcels holding and entitled to vote 60% of the voting units, as defined in paragraph 18 below, including the undersigned, its successors and assigns, may designate some person or persons whom such owners desire to have made a member or members of said committee, and thereupon, such person or persons shall become a member or members of the committee and, if necessary, existing members thereof shall resign or be removed in order to create varancies for the appointees.

Nothing herein shall be construed as authorizing or empowering the committee by rule, or otherwise, to change or vaive any restrictions, conditions, covenants or agreements set forth in this declaration except as specifically provided herein. The committee may act by any two of its members, and any authorization, approval or power made by the committee must be in writing, signed by at least two members thereof. Said committee shall adopt rensonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written

VOL. 820 PAGE 474

minutes of its meetings which shall be open for inspection to any parcel owner according to rules prescribed by the committee, which shall permit such inspection at reasonable times and upon reasonable notice.

Said committee shall, by a majority, elect one of its members as Chairman and one of its members as Recording Secretary, and the duties of such Chairman and Recording Secretary shall be such as usually appertain to such offices. Any and all rules or regulations adopted by said committee regulating its procedure may be changed by said committee from time to time by majority vote, and none of said rules or regulations shall be deemed to be any part or portion of these restrictions, conditions, covenants or agreements.

'aid committee by a najority vote may also adopt reasonable rules and regulations governing the neetings of the owners of parcels subject hereto, and the Chairman of said committee shall be ex officio Chairman of any and all meetings of such parcel owners, and the Recording Secretary of said committee shall be ex officio the Recording Secretary of any and all such meetings.

Written minutes of such meetings shall be kept which shall be opened for inspection without limitation to the owners of any parcels. No such rules or regulations governing the meetings of such parcel owners, and no action or proceedings taken at such mackings except as herein otherwise expressly provided shall be deemed a part of or to effect these restrictions, conditions, covenants or agreements.

12. PENALTIES OR VIOLATION

Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give to the undersigned, its successors and assigns, the right to enter upon the property upon, or as to which said violation or breach exists, and, at the expense of the owner, to summarily abate and remove 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 remedies shall be deemed cumulative or not exclusive.

13. INVALIDITY

It is expressly agreed that the covenants, conditions, restrictions and agreements herein contained are severable and that if any one or more thereof should be held invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, restriction or agreement herein contained not depending thereon.

14. ACCEPTANCE OF RESTRICTIONS

All purchasers of the subject property shall, by acceptance of contracts or deeds for any of the subject property, or any portion thereof, shall be conclusively deemed to have consented and agreed to all restrictions, conditions and covenants and agreements set forth herein for themselves, their heirs, executors and assigns.

MORTGAGES AND DEEDS OF TRUST

"Il restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages and/or deeds of trust now or hereafter executed covering real property subject hereto, and none of said restrictions, covenants, conditions, agreements or

VOL S20 MGE 475

other provisions shall supersede or in any way reduce the security or effect. the validity of any such mortgage or deed of trust; however, if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, his or its successors or assigns, should hold any and all property so purchased subject to all the restrictions, covenants, conditions, agreements and other provisions of this declaration, except delinquent charges or assessments oursuant to Paragraph 10 hereof.

ATTORNEYS FEES

In any suit brought by the Committee to enforce the monetary assessments, terms, conditions and provisions of this declaration, the committee shall be entitled to recover, in addition to damages for breach haceof, reasonable attorneys fees and costs of suit to be fixed by the Court. The proper place for such action shall be the County of Napa or Yolo, California. May 3011970 - 12 Coanty of Napa or Yolo, California. May 3011970 - 12 Coanty of Napa or Yolo, California. May 3011970 - 12 Coanty of Napa or Yolo, California.

FAILURE TO ENFORCE 17.

The various restrictive measures and provisions of this declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each parcel, and the failure, if any, to promptly enforce any measure or provision hereof shall not estop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

VOTING A/01/30, 1770 - Africal are relinged at the owner or In voting pursuant to the provisions of these restrictions, the owner or owners of record of each parcel shall be entitled to one vota for each of said parcels provided that he or they be not in default in payment of the current or past charges or assessments as herein set forth.

The action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by two members of the Architectural Supervising Committee and recorded in the County Recorder's Office of the County of Napa and Yolo, State of California.

TERMINATION UPON SUEDIVISION 19.

In the event that any portion of the subject property covered by these restrictions is included within a final subdivision map, upon the completion of in-tract and off-tract roads serving every lot in said subdivision, and acceptance of same by the County of Napa and/or Yolo, these restrictions, agreements, etc. shall terminate with respect to such property included within said subdivision map.

Mules D. Jenes

Take declaration is executed in duplicate, each of which is deered to be an original, but such parts together constitute but one and the same instrument.

STATE OF CALIFORNIA,) ss.	vol 820) PAGE 4 (T)
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AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND AGREEMENTS

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WHEREAS, the undersigned persons are the owners of record of that certain real property described in the following instruments:

Deed from Charles I. Joens etux to Mary Picolet etal dated October 20, 1967 and recorded November 15, 1967 in Volume 867 Official Records of Yolo County at page 695 and in Volume 776 Official Records of Napa County at page 940 excepting therefrom PARCEL THREE and PARCEL FOUR described in said deed.

Patent from the United States of Americs to Charles I, Joens etux dated December 13, 1968 and recorded February 27, 1969 in Volume 904 Official Records of Yolo County and recorded March 3, 1969 in Volume 803 Official Records of Napa County at page 447.

Deed from Walter R. Chapman to Charles I. Joens dated November 18, 1968 and recorded December 6, 1968 in Volume 898 Official Records of Yolo County at page 27 and December 26, 1968 in Volume 799 Official Records of Maps County at page 772,

MIEREAS, the above described real property was encumbered by a declaration of restrictions, conditions, covenants and agreementa executed on the lat day of October, 1969 by the then owners of record, and recorded on December 31, 1969 in the Offical Records of the County of Napa in Volume 820 at page 470, and in the Official Records of the County of Yolo in Book 930 at page 637, and

WHEREAS, the undersigned persons now desire to smend said declaration of restrictions, conditions, covenants and agreements,

NOW, THEREFORE, not withstanding snything said to the contrary in said declaration of restrictions, conditions, covenants and agreements, the undersigned hereby declares as follows:

- 1. The provisions set forth in paragraph 6 of the above described restrictions is hereby rescinded, and shall be of no further force and effect.
- 2. Not withstanding anything said to the contrary in paragraph 10 thereof pertaining to the basis for assessment, the total assessment shall be pro-rated among parcel owners in the same proportion as the number of acres contained in each parcel belonging to said owner, bears to the total number of acres contained in all parcels covered by these restrictions. And in the event that the Committee shall determine an annual assessment which is in excess of \$4.00 for each full acre of land comprising the entire property subject to these restrictions, then such assessment shall be valid and binding only if parcel owners, exclusive of the undersigned, owning parcels having a combined assessed valuation of 75% of the total valuation consent to such assessment. Further, the Committee shall, not withstanding anything said to the contrary in said restrictions, not have any lien right, or the right to record a notice of lien, with respect to delinquent assessments.
- 3. Paragraph 15 in said declaration of restrictions, conditions, covenants and agreements is hereby rescinded, and shall be of no further force and effect.

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RECURDED AT REQUEST OF THE PROPERTY OF

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- 4. Not withstanding snything said to the contrary in said declaration of restrictions, conditions, covenants and agreements, in paragraph 16 thereof, the proper place for the commencement of an action shall be the county in which the property is situated.
- 5. Not withstanding anything said to the contrary in paragraph 18 in said declaration of restrictions, conditions, covenants and agreements, there shall be not less than one regular annual meeting of property owners in the City of Napa in the month of April of each calendar year, and each property owner shall be notified of said meeting in writing not less than 7 nor more than 60 days before said meeting in writing not less than 7 nor more than 60 days before said meeting, and said notice shall set forth the place, date and hour of said meeting, and in the case of a special meeting, general nature of the business to be transacted. A property owner may be represented by an agent holding his written proxy. The presence, in person or by proxy, of parcel owners holding at least 50% of the voting power shall constitute a quorum for the transaction of business at all meetings. If any meeting cannot be held because a quorum is not present, the owners present. Fither in person or by proxy may. not present, the owners present, either in person or by proxy may, adjourn the meeting to a time of not less than 48 hours nor more than 30 days from the time the original meeting was called. A special meeting may be called and noticed in the same manner as at specified for the regular annual meeting by property owners owning not less than 20% of the property covered by these restrictions. Each owner of a separate parcel shall be entitled to one vote, and he shall be entitled to cumulative voting with respect to the three members of the Architectural Supervising Committee, who shall serve for a term of one year from the date of said annual meeting to be held in April of one year from the date of said annual meeting to be held in April of one year from the date of said annual meeting to be need in april of each calendar year until the date of the succeeding meeting. All matters brought before said meeting shall be decided by a majority vote of owners present in person or in proxy. Within 30 days following the date of the regular annual meeting a financial report shall be submitted to each pageal comer shoulds the cash funds on hand at Within 30 days followbe submitted to each parcel owner showing the cash funds on hand at the beginning of the fiscal period, the cash receipts, the amounts expended, and the cash-on-hand at the close of the preceding fiscal The books and records of the Committee shall be open to inspection by all property owners at reasonable times and upon reasonable notice.

November 30, 1970	
March To Have	
Charles I. Joens	
Pauline Joens .	
dry Pitolet	

This declaration is executed in duplicate, each of which is deemed to be an original, but such parts together constitute but one and the same instrument.

	STATE OF CALIFORNIA	}*		
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3 6 13/5 0 18 5 3 3 AMENIMENT IC DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS AND AGREEMENTS

WHEREAS, the undersigned persons are the owners of record of that certain real property described in the following instruments:

Deed from Charles I. Joens etux to Mary Picolet etal dated October 20, 1967 and recorded November 15, 1967 in Volume 867 Official Records of Yolo County at page 695 and in Volume 776 Official Records of Napa County at page 940 excepting therefrom PARCEL THREE and PARCEL FOUR described in said deed.

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Deed from Walter R. Chapman to Charles I. Joens dated November 18, 1968 and recorded December 6, 1968 in Volume 898 Official Records of Yolo County at page 27 and December 26, 1968 in Volume 799 Official Records of Napa County at page 772,

WHEREAS, the above described real property was encumbered by a declaration of restrictions, conditions, covenants and agreements executed on the 1st day of October, 1969 by the then owners of record, and recorded on December 31, 1969 in the Offical Records of the County of Napa in Volume 820 at page 470, and in the Official Records of the County of Yolo in Book 930 at page 637, and

WHEREAS, the undersigned persons now desire to amend said declaration of restrictions, conditions, covenants and agreements,

NOW, THEREFORE, not withstanding anything said to the contrary in said declaration of restrictions, conditions, covenants and agreements, the undersigned hereby declares as follows:

- 1. The provisions set forth in paragraph 6 of the above described restrictions is hereby rescinded, and shall be of no further force and effect.
- 2. Nor withstanding anything said to the contrary in paragraph 10 thereof pertaining to the basis for assessment, the total assessment shall be pro-rated among parcel owners in the same proportion as the number of acres contained in each parcel belonging to said owner, bears to the total number of acres contained in all parcels covered by these restrictions. And in the event that the Committee shall determine an annual assessment which is in excess of \$4.00 for each full acre of land comprising the entire property subject to these restrictions, then such assessment shall be valid and binding only if parcel owners, exclusive of the undersigned, owning parcels having a combined assessment. Further, the Committee shall, not withstanding anything said to the contrary in said restrictions, not have any lien right, or the right to record a notice of lien, with respect to delinquent assessments.
- 3. Paragraph 15 in said declaration of restrictions, conditions, covenants and agreements is hereby rescinded, and shall be of no further force and effect.

4. Not withstanding anything said to the contrary in said declaration of restrictions, conditions, covenants and agreements, in paragraph 16 thereof, the proper place for the commencement of an action shall be the county in which the property is situated.

5. Not withstanding anything said to the contrary in peragraph 18 in said declaration of restrictions, conditions, covenants and sgreements, there shall be not less than one regular annual meeting of property owners in the City of Napa in the month of April of each calendar year, and each property owner shall be notified of said meeting in writing not less than 7 nor more than 60 days before said meeting in writing not less than / nor more than 60 days before said meeting, and said notice shall set forth the place, date and hour of said meeting, and in the case of a special meeting, general nature of the business to be transacted. A property owner may be represented by an agent holding his written proxy. The presence, in person or by proxy, of parcel owners holding at least 50% of the voting power shall constitute a quorum for the transaction of business at all meetings. If any meeting cannot be hald because a guorum is at all meetings. If any meeting cannot be held because a quorum is not present, the owners present, either in person or by proxy may, adjourn the meeting to a time of not less than 48 hours nor more than 30 days from the time the original meeting was called. A special meeting may be called and noticed in the same manner as at specified for the regular annual meeting by property owners owning not less than 20% of the property covered by these restrictions. Each owner of a separate parcel shall be entitled to one vote, and he shall be entitled to cumulative voting with respect to the three members of the Architectural Supervising Committee, who shall serve for a term of one year from the date of said annual meeting to be held in April of each calendar year until the date of the succeeding meeting. or each casendar year until the date of the succeeding meeting. All matters brought before said meeting shall be decided by a majority vote of owners present in person or in proxy. Within 30 days following the date of the regular annual meeting a financial report shall be submitted to each parcel owner showing the cash funds on hand at the beginning of the fiscal period, the cash receipts, the amounts expended, and the cash-on-hand at the close of the preceding fiscal period. The books and records of the Committee shall be open to inspection by all property owners at reasonable times and upon reasonable notice.

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END OF DOCUMENT

RETURN TO: CHARLES I. JOHNS 1138 MAIN STREET MAPA, CALIFORNIA 94558 12884

VOL 1463 PAGE 579

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AMENDMENT TO DECLARATION OF RESTRICTIONS, COMPLITIONS, COVENANTS AND ACREEMENTS

SOLU COUNTY

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WHEREAS, the undersigned persons are the owners of record of that certain real property described in the following instruments:

Deed from Charles I. Joens etux to Hary Picolet etal dated October 20, 1967 and recorded November 15, 1967 in Volume 867 Official Records of Yolo County at page 695 and in Volume 776 Official Records of Hapa County at page 940 excepting therefrom PARCEL THREE and PARCEL FOUR described in said doed.

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Deed from Walter R. Chapman to Charles I. Joens dated Hovember 18, 1968 and recorded December 6, 1968 in Volume 898 Official Records of Yolo County at page 27 and December 26, 1968 in Volume 799 Official Records of Napa County at page 772.

WHEREAS, the above described real property was encumbered by a declaration of restrictions, conditions, covenants and agreements executed on the lat day of October, 1969 by the then owners of record, and recorded on December 31, 1969 in the Official Records of the County of Napa in Yolume 820 at page 470, and in the Official Records of the County of Yolo in 800k 930 at page 637, and

WHEREAS, the undersigned persons now desire to smend said declaration of restrictions, conditions, covenants and agreements,

NOW, THEREFORE, not withstanding anything said to the contrary in said declaration of restrictions, conditions, covenants and agreements, the undersigned hereby declares as follows:

- 1. The provisions set forth in paragraph 6 of the above deacribed restrictions is hereby rescinded, and shall be of no further force and effect.
- 2. Nor withstanding anything said to the contrary in paragraph 10 thereof pertaining to the basis for assessment, the total assessment shall be pro-rated among parcel owners in the same proportion as the number of acres contained in each parcel belonging to said owner, the number of acres contained in each parcel belonging to said owner, there is no the total number of acres contained in all percels covered by these restrictions. And in the event that the Committee shall by these restrictions. And in the event that the Committee shall determine an annual assessment which is in excess of \$4.00 for each full acre of land comprising the entire property subject to these full acre of land comprising the entire property subject to these restrictions, then such assessment shall be valid and binding only if percel owners, exclusive of the undersigned, owning parcels having a combined assessment. Further, the Committee shall, not withstanding to such assessment. Further, the Committee shall, not withstanding anything said to the contrary in said restrictions, not have any lien right, or the right to record a notice of lien, with respect to delinquent assessments.
- 3. Paragraph 15 in said declaration of restrictions, conditions, covenants and agreements is hereby rescinded, and shall be of no further force and effect.

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Yolo County

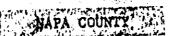
VOL 1463 PAGES 80

- 4. Hot withstanding anything said to the contrary in said declaration of restrictions, conditions, covenants and agreements, in paragraph 16 thereof, the proper place for the commencement of an action shall be the county in which the property is situated.
- 3. Not withstanding snything said to the contrary in paragraph is in said declaration of restrictions, conditions, novenants and spreaments, there shall be not less than one regular annual meeting of property owners in the City of Naps in the month of April of each calendar year, and each property owner shall be notified of said meeting in writing not less than 7 nor more than 60 days before said meeting, and said notice shall set forth the place, date and hour of said meeting, and in the case of a special meeting, general nature of the business to be transacted. A property owner may be represented by an agent holding his written proxy. The presence, in person or by proxy, of parcel owners holding at least 50% of tha voting power shall constitute a quorum for the transaction of business at all meetings. If any meeting cannot be held because a quorum is not present, the owners present, either in parson or by proxy may, adjourn the meeting to a time of not less than 48 hours nor more than 30 days from the time the original meeting was called. A special meeting may be called and noticed in the same manner as at specified for the regular annual meeting by property owners owning not less than 20% of the property covered by these restrictions. Each owner of a separate parcel shall be entitled to one vote, and he shall be entitled to cumulative voting with respect to the three members of the Architectural Supervising Committee, who shall serve for a term of one year from the date of said annual meeting to be held in April of each calendar year until the date of the succeeding meeting. All matters brought before said meeting shall be decided by a majority vote of owners present in person or in proxy. Within 30 days folkowing the date of the regular annual meeting a financial report shall be submitted to asch percel owner showing the cash funds on hand at the beginning of the fiscal period, the cash recaipts, the smounts expended, and the cash-ou-hand at the close of the preceding fiscal period. The books and records of

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This declaration is executed in duplicate, each of which is deeped to be an original, but such parts together constitute but one and the same instrument.

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COUNTY RECORDER_1: 3

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"I hereby certify that this is a true copy (photographic) of the original certificate on file in this office. AS LONG AS THE SEAL AND THIS CERTIFICATION ARE PRINTED IN PURPLE INK, ANY ALTERATIONS VOIDS THIS DOCUMENT.

STATE OF CALIFORNIA COUNTY OF YOLO PETER MC HAMEE COUNTY RECORDER DATE SITS!

C. L. Marke

DEPUTY COUNTY RECORDER



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RECORDED AT REQUEST OF FREE AMERICAN TITLE COMPANY TO CERCOSS JAIN'TO HE MAPA COUNTY, CAUF.

655 R M APR 12 1971 MILDRID PHILIDICK COUNTY RECOR TE

CERTIFIED COP of the record in this office. Date APR 12 1911 Rildred Philbrick A:tost: County Recorder in and for Kapa County. state of California. by Deputy Records

AMENDMENT TO DECLARATION OF BESTRICTIONS, CONDITIONS, COVENANTS AND ACRESIONITS

. P.....

WHEREAS, the undersigned persons are the owners of racord of that certain real property described in the following instruments:

Deed from Charles I. Joens etux to Mary Picolet etal dated October 20, 1967 and recoxded November 15, 1967 in Volume 867 Official Records of Yolo County at page 695 and in Volume 776 Official Records of Mapa County at page 940 excepting therefrom PARCEL THREE and PARCEL TOUR described in said deed.

Patent from the United States of America to Charles I. Joens etux dated December 13, 1968 and recorded Pabruary 27, 1969 in Volume 904 Official Records of Yolo County and recorded March 3, 1969 in Volume 803 Official Records of Napa County at page 44?.

Deed from Walter R. Chapman to Charles I. Joens dated Movember 18, 1968 and recorded December 6, 1968 in Volume 898 Official Records of Yolo County at page 27 and December 26, 1968 in Volume 799 Official Records of Mapa County at page 772,

MERIAS, the above described real property was encumbered by a declaration of restrictions, conditions, covenants and agreement executed on the lat dry of Octuber, 1969 by the thon owners of record, and recorded on December 31, 1969 in the Offical Records of the County and recorded on December 31, 1969 in the Offical Records of the offical in Volume 820 or name \$470. and in the Official Records of the of Maps in Volume 820 at page 470, and in the Official Records of the County of Yolo in Bock 930 at page 637, and

MHEREAS, the undersigned persons now desire to amend said de-claration of restrictions, conditions, covenants and agreements,

NOW, THEREFORE, not withstanding anything said to the contrary in said declaration of restrictions, conditions, covenants and agree-ments, the undersigned hereby declares as follows:

- 1. The provisions set forth in paragraph 6 of the above described restrictions is hereby rescinded, and shall be of no further force and effect.
- 2. Wog withstanding anything said to the contrary in paragraph 10 thereof pertaining to the basis for assessment, the total assessment shall be pro-rated among parcel owners in the same proportion as the number of acras contained in each percel belonging to said owner, the number of acras contained in all parcels covered bears to the total number of acras contained in all parcels covered by these restrictions. And in the event that the Committee shall by these restrictions as amount assessment which is in excess of \$4.00 for each by these restrictions. And in the event that the Committee shell determine an amount assessment which is in excess of \$4.00 for each full ecra of land comprising the entire property subject to these full ecra of land comprising the entire property subject to these full ecra of land comprising the entire property subject to these full ecra of land comprising only restrictions, then such assessment shall be valid and binding only if parcel owners, exclusive of the underwigned, owning parcels having a combined assessed valuation of 75% of the total valuation consent to much assessment. Further, the Committee shall not represent the committee about the complete committee of the committee about the committee of the committe a complised assessment. Further, the Committee shall, not withstanding so such assessment. Further, the Committee shall, not withstanding snything said to the contrary in said restrictions, not have any lien right, or the right to record a notice of lien, with respect to delinquent assessments.
- 3. Paragraph 13 in said declaration of restrictions, conditions, covenants and agreements is hereby rescinded, and shall be of mo further force and affect.

Yolo County

VOL 1468 PAGE 901

4. But withstanding southing said to the contrary in said declaration of restrictions, conditions, covenants and agreements, in paragraph 15 thereof, the proper place for the commencement of an action shall be the county in which the property is situated.

5. Not withstending snything said to the contrary in parsgraph is in said decirration of restrictions, conditions, coverants and spreaments, there shall be not less than one regular samual scenting of property owners in the City of Maps in the south of April of property owners in the City of Maps in the south of April of such calendar year, and each property owner shall be notified of each calendar year, and each property owner shall be notified of each calendar year, and soid notice shall set forth the place, date and ead meeting, and soid notice shall set forth the place, date and noture of the business to be transacted. A property owner may be nature of the business to be transacted. A property owner may be nature of the business to be transacted. A property owner may be represented by an agent holding his written proxy. The presence, in represented by an agent holding his written proxy. The presence, in represent or by proxy, of parcel owners holding at less tolk of the voting power shall constitute a quorum for the transaction of business voting power shall constitute a quorum for the transaction of business et all meeting. If any meeting campot be held because a quorum is et all meeting, the owners present, either in person or by proxy may, adjourn the meeting to a time of not less than As bourn nor wore than adjourn the meeting to a time of not less than As bourn nor wore than adjourn the meeting may be called and noticed in the same meeter as a sepacified for the regular annual meeting by property owners aming not less than 20% of the property covered by these restrictions. Each owner than 20% of the property covered by these restrictions. Each owner than 20% of the property covered by these restrictions. Each owner than 20% of the property covered by these parazictions. Each owner the approach person of the succeeding meeting. All each of the property meeting to be held in April meeting to the date of the regular annual meeting a financial report shell meeting to the date of the regular annual meeting

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TICOR TITLE INSURANCE

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VOL 1468 PAGE 903

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... ANOR E. KIMBROUGH_COUNTY RECORDER_T

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"I hereby certify that this is a true copy (phytographic) of the original certificate on file in this office. AS LONG AS THE SEAL AND THIS CERTIFICATION ARE PRINTED IN PURPLE INK, ANY ALTERATIONS YOLDS THIS DOCUMENT.

STATE OF CALIFORNIA COUNTY OF YOLO PETER MC NAMEE COUNTY RECORDER DATE SILESCO

C. L. Meille DEPITY COUNTY

DEPUTY COUNTY RECORDER



END OF DOCUMENT

VOL 1463 PAGE \$57

FIRST AMERICAN TITLE BEIG BEI AIRC PIGTA NAME GREEF Tu

DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS AND AGREEMENTS

34245 60127-8

THIS DECLARATION made this First day of October, 1969 by Charles I. Idens and Pauline Joens, his wife, and Mary Picules,

WITRESSELB

MHEREAS, the undersigned are the legal owners of certain real property situated in the Counties of Napa and Yolo, State of California, and described more particularly in the following instruments:

Deed from Charles 1. Juens etux to Mary Picolet etal dated October 20. 1967 and recorded November 15. 1967 in Yolume 867 Official Records of Yolo County at page 695 and in Yolume 776 Official Records of Napa County at page 940 excepting therefrom PARCEL THREE and PARCEL FOUR described in sald deed.

Patent from the United States of America to Charles I. Joens ctux dated December 13, 1968 and recorded February 27, 1969 in Volume 904 Official Records of Yolo County and recorded Barch 3, 1969 in Volume 804 Official Records of Napa County at page 447.

Deed from Walter R. Chapman to Charles I. Joens dated November 18, 1968 and recorded December 6, 1968 in Volume 898 Official Records of Yolo County at page 27 and December 26, 1968 in Volume 799 Official Records of Napa County at page 772.

MIEREAS, the undersigned desire to restrict each and every paccel of said property to certain restrictions, conditions, covenants and agreements;

NOW, THEREFORE, the undersigned declares that said property is held and shall be sold, conveyed, owned, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between the several owners and purchasers of said property as among themselves and their heirs, successors and assigns:

t. DEFINITIONS

- a. The word "property' shall mean ail of the real property above described in the introduction to this declaration of restrictions;
- b. The word "parcel" shall mean the original parcel of real property conveyed by the undersigned, and any subsequent division of said parcel into rmaller parcels, including any redivision thereof, and any lots resulting from the formal subdivision of said parcel or parcels;
- c. The word "owner" shall mean any single owner or several owners in common, in joint tenancy, or in association, of any separate partial;
- c. The word "Committee" shall mean the Architectural Supervising Committee hereinafter created.

2. MUTUAL AND RECIPROCAL BENEFITS

All of the restrictions, conditions, cover. This and agreements set forth herein are and shall be for the direct, mutual and reciprocal benefit of each and every parcal, and are intended to create and do create mutual and equitable servitudes and reciprocal rights and obligations between the respective covers of all of the parcels, and thereby create a privity of contract and estate among the grantees of said property, their heirs, successors and seeigns, and shall operate as covenants of

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VOL 1468 PAGE \$58

running with the land for the benefit of all of the parcels within said property.

1. TERM OF RESTRICTIONS

Each of and all said restrictions, conditions, covenants and agreements shall continue in full force and effect and shall be binding until the First day of January, 1989, at which time the same shall be automatically extended for successive periods of two years unless, by duly executed and recorded statement, more than fifty percent (502) of the then recorded conters of a majority of the parcels revered hereby, elect to terminate and/or samed same, such effection being evidenced in writing, executed and acknowledged by said majority of concers, and duly recorded. It of the record concers of the property covered by these restrictions, excluding the undersigned, may amend, delete and add to these restrictions by a duly acknowledged and recorded written instrument.

L. PLAY APPROVAL

No structures, either buildings, mobile homes, fences, swimming pools, walls, or other improvements shall be constructed upon any of said percels without the written approval as to location, height, design and culor thereof, first having hem obtained from the Architectural Supervising Cormittee. In order to avoid unnecessary hardships, it is sandatory that all percel owners contemplating works of constructions, improvements, streters, shall subsit, in duplicate, at the nutset, preliminary drawings, sketches and outline specifications in order to obtain tentative artion thereon before cousing preparation of detailed or complete drawings, and specifications, or incurring substantial expenses in that regard. One yet of preliminary plans shall be retained by the committee. The Architectural specification and in approve of disapprove and plans, specifications and details within ten days from the receipt thereof. In the event that no action be taken to approve or disapprove such plans and specifications and details within ten days ifter the delivery thereof to said committee, and no action has been inattituted to enjoin the Joing of the proposed work, the provisions of this Section & shall be deemed walved.

S. SET BACK

No heilding, mobile home, or other structure shall be located nearer than twenty feet (20%) from any property line.

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Until December 31, 1970, no signs whatmoever shall be displayed to the public view on any parcel. These restrictions shall not apply to signs used by the undersigned, or by any Contractor to advertise the property during the period of construction of a mutiding or sale of the property.

I. FENCES

No funce over six feet (C') in height shall be erected at my place on the property; provided, however, that the restrictions set forth in this paragraph may be valved or modified by the Committee hereinafter created.

8. NUBBISH

No parcel shall be used or maintelned as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in senitary containers. All incinerators and other equipment for the storage and disposal of such asterial shall be covered and kept in a clean and sanitary condition.

4. FASEBERTS

Essements and rights-rof-way are listeby reserved to the undersigned, its

VOI. 1468 PAGE 859

ancernors and assigns, in and over each and every part of the property, for the erection, construction and maintenance and operation of drainage pipes, conduits, poles and other means of conveying to and from parcels in said property, has, electricity, power, water, telephone and telegraph service, sevage and other things for convenience to the owners of said parcels, and the undersigned, its successors and assigns, shall have the right to reserve any sudditional easements for said purposes in contracts and deeds, to any or all of said parcels.

10. ASSESSMENTS FOR ROAD MAINTENANCE

The bank for said assessment shall be as follows: the total assessment shall be that amount which is, in the exclusive opinion of the Committee, required to the ensuing flaval year, commencing on May I, to maintain and/or to improve private roads above referred to. The total assessment shall be pro-rated among parcel coners in the same proportion as the assessment shall be pro-rated among timelating improvements) belonging to said owner bears to the total assessed value at all of the parcels (including improvements). For example, if the assessed value of a 160 acre parcel is \$8,000.00, 80, and the assessmed value of all of the parcels within the property (including improvements) is \$80,000.00, then the owner of the 160 acre parcel would be responsible to pay ten per cent (102) of the total assessment to viole by, the Constitue.

In the event that the Committee shall determine an annual assessment which is in excess of \$2.00 for each full acre of land comprising the entire property subject to these restrictions, then such assessment shall be valid and binding onto if parcel owners, exclusive of the undersigned, owning parcels having a combition observed owners, exclusive of the total valuation consent to such assessment.

The Committee shall maintain all funds with a banking or savings and loan annuclation whose accounts are insured by an Agency of the U.S. Government. Not less than two signatures shall be required for the disbursal of funds. Unspent funds in any fiscal year shall be carried forward to the ensuing fiscal year, and thall be considered in arriving at the amount of subsequent assessments. The thall be considered in arriving at the amount of subsequent for emergencies, committee shall be exposed to carry a reasonable reserve fund for emergencies.

Thirty days after its due date an unpaid assessment shall be considered delinquent. Thereupon, the balance of said assessment shall bear interest at the rate of ten per cent (102) per annum from its due date, and in addition thereto, rate of ten per cent (102) per annum from its due date, and in addition thereto, there shall he a late payment fee of \$5.00 for each munth or fraction of a month until said assessment is paid in full. With the free to any such delinquent assessment, the Countities shall cause a notice of said assessment, and the lien thereof, ment, the Countities shall cause a notice of said assessment, and recorded in the Unifice of the County Recorder of Napa and/or Yolo County, Californi.

Said recorded notice shall emondy said resolution and shall state the rate of auch charge or assessment, the time it is payable and a lien, and a description of the parcel to which it applies. When charges and assessments are paid, said Committee shall, from time to time, execute, acknowledge and record in the office of the County Recorder of Kapa and/or Yolo County, California, a release of lien of the County of the property for which payment shall have been saile. Full receipts with respect to the property for which payment shall have been saile. But receipts shall be issued to the owner or owners paying such charges and sheesements. Notwithstanding snything herein to the contrary contained, the lien of such charges

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or assessments should be subject and subordinate to all surigages and/or to breds of Frist now or hereafter executed covering any lots subject hereto. However, said charges or assessments shall be a personnal obligation of and collectible from each comer of any parcel as at the time of recordation of such notice of assessment and lien. For the purposes of this paragraph the term "owner" of any int or parcel shall be deemed to be any person or paragraph the term "owner" of any int or parcel shall be deemed to be any person or persons in whom the logal title to said property shall stand of record, or any person or persons who shall be the purchaser or purchasers thereof under a contract of said, or any person or persons who shall be the trustor or trustors under any such beed of Trust, or his or their successors in interest. The charges shall be applied toward the payment of saintenance expenses incorred for any of the following purposes:

- a. Expenses incident to the enforcement of masements, restrictions, conditions, covenants, charges and agreements contained in this declaration, and to the collection of charges or sevenments provided for in this paragraph;
- b. Improving and maintaining private reads now existing or interafter constructed as described in document recorded in Volume 134 Official Records of Yolo County at page 154 and recorded in Volume Official Records of Napa County at page 14
- v. Employing vatcheen and otherwise unfoguarding the property;
- Doing those things incident to carrying out the provisions of these restrictions.

The money are collected shall be applied to the purposes abovementioned which shall be carried out unity to the extent possible from the money so collected. The undersigned shall not be liable to purchasers, their succession or assigns, for any act or obtained one or occurring under or with respect to the provisions of this paragraph, provided such set to done in your faith and such omissions are not occasioned by the willful misconduct of the undersigned.

The right to assess, adjust, collect, have and receive said charges and assessments to enforce the collection thereof, and to expend the same as herein set forth, shall be and in hereby vested in the committee hereinafter created, and the undersigned shall not be responsible therefore.

11. AXCHITECTIONAL SUPERVISING COMMITTEE

An architectural Supervising Committee is hereby created consisting of Charles 1. Johns, Hary Picolet and Carl L. Nggera.

In the event of a vacancy on said committee, the remaining member or members may fill said vacance; provided, however, that upon written vote, the owners of parcels holding and entitled to vote 60% of the voting units, an defined in paragrap, 16 below, including the undersigned, its successors and assigns, may designate some person or persons whom such owners desire to have made a member or rembers of hald cormitive, and thereupon, such person or persons alist; become a member of exphere of the committee and, if necessary, existing members thereof shall renign or he removed in order to create vacancies for the applications.

Nothing herein shall be construed as authorizing or empowering the committee by rule, or otherwise, to change or waive any restrictions, conditions, covenants or agreements set forth in this declaration except as specifically provided herein. The committee may act by any two of its members, and any suthorization, approval or power made by the committee must be in writing, algored by at lasst two sembers thereof. Said committee shell adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary seelings as may be necessary, and shall keep written

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VOL 1468 PAGE S61

winotes of its sectings which shall be upon for inspection to any parcel issuer according to rules prescribed by the constitue, which shall permit such inspection at reasonable times and upon reasonable notice.

Naid committee minil, by a majority, elsers one of its members as Chairson and one of its members as Recording Secretary, and the duties of such Chairson and Secretary shall be such as usually appertain to such offices. Any and all rules or regulations adopted by said committee regulating its procedure may be changed by said committee from time to time by majority vote, and none of said rules or regulations shall be deemed to be any part or portion of these restrictions, conditions, covenants or agreements.

Said committee by a majority vote may also adopt reasonable rules and regulations governing the meetings of the owners of parcels subjet thereto, and the Chairsen of said committee shall be as afficin Chairsen of any and all meetings of such parcel owners, and the Recording Secretary of said committee shall be as officin the Recording Secretary of any and all such meetings.

Orliten minutes of such meetings shall be kept which shall be opened for imprection without limitation to the owners of any parcels. No such rules or regulations governing the meetings of such parcel owners, and no action or proceedings taken at such meetings except as herein otherwise expressly provided whill be deemed a part of or to effect these restrictions, conditions, rowenants of agreements.

12. PENALTURS FOR VIOLATION

Violation of any of the restrictions, conditions, covenants or agreements incein contained shall give to the undersigned, its successors and stailth, the right to enter upon the property upon, or as to which said violation or breach values, and, at the expense of the couner, to successor and resove any crection, 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 orderion whereby any restriction, condition, covenant or agreement in violated, in whole or in part, is hereby declared to be and constitute a nuisance, and covery recedy allowed by law against a nuisance, either public or private, shall be applicable against every such result. Such repedies abail he deemed consistence or and exclusive.

11. INVACIDITY

It is expressly agreed that the covenants, conditions, restrictions and agreements herein contained are severable and that if any one or more thereof should be held invalid or void, such invalidity or voidness shall in no may affect any other covenant, condition, restriction or agreement herein contained not depending thereon.

14. ACCEPTANCE OF RESTRICTIONS

All purchasers of the subject property shell, by acceptance of contracts or deeds for any of the subject property, or any purtion thereof, shell be conclusively dessed to have consented said agreed to all restrictions, conditions and covenents and agreements set forth herein for themselves, their heirs, especture and assigns.

15. HORTCACES AND DEEDS OF TRUST

All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all militages and/or deads of trust now or hersafter executed covering real property subject hereto, and none of said restrictions, covenants, conditions, agreements or

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other provisions shall superarde or in any way reduce the security or effect the validity of any such mortgage or deed of trust; however, if any portion of said property is sold under a foreclusure of any sortgage or under the provisions of any deed of trust, any purchaser at such sale, his or its succession or assigns, should hold any and all property so purchased subject to will the restrictions, covenants, conditions, agreements and other provisions of this declaration, except delinquest charges or assessments pursuant to Paragraph 10 berent.

16. ATTOMBLYS FEES

In any mult brought by the Committee to enforce the monetary anaerancenta, terms, conditions and proviations of this declaration, the committee shall be entitled to recover, in addition to damages for breach hereof, ressumable attorneys fees and coats of suit to be fixed by the Court. The proper place for such action shall be the County of Naya or Yolu, California.

17. FAILURE TO ENFORCE

The various restrictive measures and provisions of this declaration are declared to constitute sutual equitable covenants and servitudes for the protection and benefit of each parcel, and the failure, if any, to promptly inforce any sessure or provision incrent shall not extup or prevent enforcement thereafter or be deemed a valver of the right to do so.

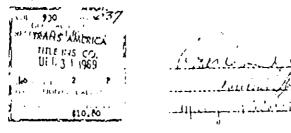
AR. VOTERG

In voting pursuant to the provisions of these restrictions, the owner or owners of record of each percel shall be entitled to one vote for each of eath powers provided that he or they be not in default in payment of the current or paut charges or assessments as herein set forth.

The action resulting from such vote is to be evidenced by a written lostroment signed and acknowledged by two mashers of the Architectural Supervising Committee and recorded in the County Recorder's Office of the County of Sapa and fuln, State of Celifornia.

19. TEXHINATION UPON SUBDIVISION

In the event that any portion of the subject property covered by these restrictions is included within a final subdivision map, upon the completion of in-trace and off-tract roads serving every lot in said subdivision, and acceptance of same by the County of Naps and/or Yolo, these restrictions, agreements, etc. shall terminate with respect to such property included within said auddivision map.



This declaration is executed in duplicate, each of which is deemed to be an original, but such perts together constitute but one and the same instrument.

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HAPA COUNTY

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TICOR THLE INSURANCE

VOL 1468 PAGE 864

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OF MASA COUNTY, CA. __ R. 10.

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COUNTY RECORDER___ 19

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"I hereby certify that this is a true copy (photographic) of the original certificate on file in this office. AS LONG AS THE SEAL AND THIS CERTIFICATION ARE PRINTED IN PURPLE INK, ANY ALTERATIONS VOIDS THIS DOCUMENT.

STATE OF CALIFORNIA COUNTY OF YOLO PETER MC NAMEE COUNTY RECORDER

CRAPLEU DEPUTY COUNTY

RECORDER



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