

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.**

2

DECLARATION OF RESTRICTIONS, CONDITIONS,
COVENANTS AND AGREEMENTS

Vol 820 PAGE 470
50827 22

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

W I T N E S S E T H

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 Napa 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:

1. 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 tenancy, 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 property, their heirs, successors and assigns, and shall operate as covenants

BA7681

RECORDED AT REQUEST OF
JIMMY SWAN, County Clerk
IN OFFICIAL RECORDS OF
NAPA COUNTY, CALIF.
DEC 31 1969
JIM SWAN, County Recorder

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Indexed _____ Compared _____ Filed _____

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

3. 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 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 amend 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.

4. 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, etcetera, 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 details within ten days after the delivery thereof to said 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.

5. SET BACK

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

6. SIGNS

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.

7. FENCES

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.

8. RUBBISH

No parcel shall be used or maintained as a dumping ground for rubbish. 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 material shall be covered and kept in a clean and sanitary condition.

9. EASEMENTS

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

*Rescinded
Nov 30, 1970
April 4, 1971*

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

Every parcel shall 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 December 31, 19 in Volume 820 Official Records of Napa County at page 462 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 disbursement 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 of 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 Committee 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 issued 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 stand 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 assessments, 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 DEC 31 1968 in Volume 820 Official Records of Napa County at page 467; BA 7680
- c. Employing watchmen and otherwise safeguarding the property;
- d. 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 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 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 vacancy on said committee, the remaining member or members may fill said vacancy; 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 vacancies for the appointees.

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 authorization, approval or power made by the committee must be in writing, signed by at least two members thereof. Said committee shall 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 meetings as may be necessary, and shall keep written

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.

Said committee by a majority vote may also adopt reasonable rules and regulations governing the meetings 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 meetings except as herein otherwise expressly provided shall be deemed a part of or to effect these restrictions, conditions, covenants or agreements.

12. PENALTIES FOR 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.

15. MORTGAGES AND DEEDS OF TRUST

All 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

Recorded
Nov 30, 1940
And 11/1/41

other provisions shall supersede or in any way reduce the security or effect of 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 pursuant to Paragraph 10 hereof.

16. 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 hereof, 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. *Nov. 30, 1970 - in County in which property is situated. per court*

17. FAILURE TO ENFORCE

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.

18. VOTING

Nov. 30, 1970 - Annual meeting in April 1971
In voting pursuant to the provisions of these restrictions, the owner or owners of record of each parcel shall be entitled to one vote 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.

19. TERMINATION 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-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.

Charles J. Jones
President

Mary J. Jones

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,

SS.

VOL 820 PAGE 476

COUNTY OF Napa

ON THIS 1st day of October, 1969, before me,

Adeline Robnett

a Notary Public in and for said County and State, personally appeared

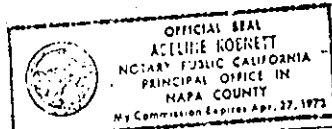
Charles I. Joens and Paulina Joens and

Mary Picolat

known to me
to be the person s whose name s are subscribed to the within instrument.

and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Adeline Robnett
Notary Public in and for said County and State.

ACKNOWLEDGEMENT - General
Misc. - 147 (O.S.) 8-16-54

END OF DOCUMENT

AMENDMENT TO 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 Official 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, notwithstanding 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. Notwithstanding 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, notwithstanding 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.

BC1015

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE INSURANCE
COMPANY, RECORDS DEPARTMENT
SAN FRANCISCO, CALIF.

- 1 -

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4. Notwithstanding 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. Notwithstanding 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, 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, 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. 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.

Dated: November 30, 1970

Charles I. Joens

Pauline Joens

Mary Piolet

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

COUNTY OF Napa

On November 30, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Charles I. Joens, Pauline Joens and Mary Piolet

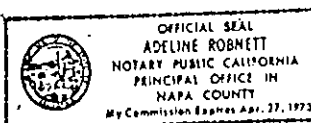
known to me to be the person whose name is ATA subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Signature Adeline Robnett

Adeline Robnett

Name (Typed or Printed)



END OF DOCUMENT

(This area for official notarial seal)

EC6190

847-677

RECORDED AT 2:00 PM
FIRST AMERICAN TITLE COMPANY
155 P. APR 12 1971

C. P.

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AMENDMENT TO DECLARATION OF RESTRICTIONS,
CONDITIONS, COVENANTS AND AGREEMENTS

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

NOW, THEREFORE, notwithstanding 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. Notwithstanding 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, notwithstanding 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.

917-979

[illegible]

STATE OF CALIFORNIA

COUNTY OF Napa

On April 4, 1971 before me, the undersigned, a Notary Public in and for
 said State, personally appeared George, Goltsoz, Agnes G. Goltsoz,
Wardell Benjamin, Ida Mae Benjamin, Elza L. Anderson,
Emmaline Anderson, Glenn F. Pollock, Ulrike M. Pollock,
Michael J. Drondzel, Minnie Drondzel, Mary Picolet,
Charles I. Joens, Pauline Joens

known to me to be the person whose name RRR
 subscribed to the within instrument and acknowledged to me
 that they executed the same.

WITNESS my hand and official seal.

Signature *Adeline Robnett*

Adeline Robnett
 Name (Typed or Printed)

(This area for official notarial seal)

END OF DOCUMENT

NAPA COUNTY

RETURN TO:
CHARLES I. JOENS
1138 MAIN STREET
NAPA, CALIFORNIA 94558

12884

VOL 1468 PAGE 579

12-70-2W

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NAPA COUNTY

Yolo County

VOL 1463 PAGE 580

4. Notwithstanding 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. Notwithstanding 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, 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, 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. 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.

<i>Charles I. Joens</i>	OFFICIAL RECORDS
<i>Pauline Joens</i>	TRANS. SECTION OF
<i>Mary Piccolat</i>	FILED IN CO.
	DEC - 7 1970
	IN FILE 12, Book 7, M

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
COUNTY OF Napa
On November 30, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Charles I. Joens, Pauline Joens and Mary Piccolat
known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.
WITNESS my hand and official seal.
Adeline Robnett
Adeline Robnett

OFFICIAL SEAL
ADELINE ROBNETT
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
NAPA COUNTY
My Commission Expires April 17, 1972

BOOK 959 PAGE 514

NAPA COUNTY

Return To:
TICOR TITLE INSURANCE

RECORDED IN 1.
OFFICIAL RECORDS M
OF NAPA COUNTY, CA. 5.

VOL 1468 PAGE 881

1906 SEP 26 AM 8:00

ELANOR E. KIMBROUGH 3.
COUNTY RECORDER T 9

TICOR TITLE INS.

"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
DATE 8/15/86

C. J. McNamee
DEPUTY COUNTY
RECORDER



END OF DOCUMENT

NAPA COUNTY

Yolo County

51166

12561

VCL 1463 PAGE 900

BC6190 CERTIFIED COPY

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE COMPANY
IN OFFICIAL RECORDS OF
NAPA COUNTY, CALIF.
L.S.R. APR 12 1971
MILDRED PHILBRICK
COUNTY REC'D

The within Document is a true copy
of the record in this office.
Attest: Date APR 12 1971
Mildred Philbrick
County Recorder in and for Napa
County, State of California.
Catherine J. Lavery
By Deputy Recorder

Att 3.40
1.75
Copy 5.35

AMENDMENT TO DECLARATION OF RESTRICTIONS,
CONDITIONS, COVENANTS AND AGREEMENTS

P.....

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 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 above described real property was encumbered by a
declaration of restrictions, conditions, covenants and agreement
executed on the 1st 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 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 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 de-
scribed 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 assess-
ment 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 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 13 in said declaration of restrictions, conditions,
covenants and agreements is hereby rescinded, and shall be of no
further force and effect.

BOOK 992 PAGE 520

12573

NAPA COUNTY

Yolo County

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4. Notwithstanding anything said to the contrary in said declaration of restrictions, conditions, covenants and agreements, in paragraph 13 thereof, the proper place for the commencement of an action shall be the county in which the property is situated.

5. Notwithstanding anything said to the contrary in paragraph 13 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 30 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, 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 10% 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 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.

* Walter R. Smith
 * Charles D. Smith
 * Carlson's Goern
George L. Smith
John G. Smith
Walter B. Smith
John Mac Benjamin
John L. Anderson
Emmaline Anderson

Wm. J. Smith
Wm. J. Smith
Michael J. Smith
Wm. J. Smith
Wm. J. Smith
Wm. J. Smith
Wm. J. Smith
Wm. J. Smith
Wm. J. Smith
Wm. J. Smith

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NAPA COUNTY

Yolo County

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STATE OF CALIFORNIA

COUNTY OF NAPA

On April 4, 1971

before me, the undersigned, a Notary Public in and for
said State, personally appeared George Goitkos, Agnes C. Goitkos,
Wardell Benjamin, Ida Mae Benjamin, Eliza L. Anderson,
Emeline Anderson, Urena P. Pollock, Olivia M. Pollock,
Michael J. Dzondol, Minnie Dzondol, Mary Picotet,
Charles I. Joens, Pauline Joens

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me

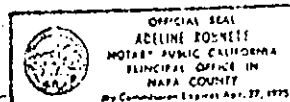
that they executed the same

WITNESS my hand and official seal.

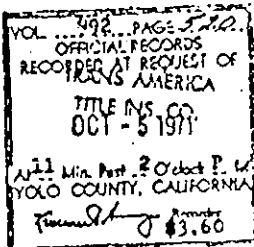
Signature *Adeline Robnett*

Adeline Robnett

Name (Typed or Printed)



(This area for official notarial seal)



NAPA COUNTY

Return To:

TICOR TITLE INSURANCE

RECORDED IN
OFFICIAL RECORDS — 14
NAPA COUNTY, CA. — 6.

VOL 1468 PAGE 903

1986 SEP 26 AM 8 00

ANOR E. KIMBROUGH
COUNTY RECORDER — 4/11

TICOR TITLE INSURANCE

"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
DATE 8/15/86

C. L. Meikle
DEPUTY COUNTY
RECORDER



END OF DOCUMENT

VOL 1463 PAGE 857

First American Title
3510 Del Aire Plaza
Napa Calif

72

DECLARATION OF RESTRICTIONS, CONDITIONS,
COVENANTS AND AGREEMENTS

34245
60127-8

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

WITNESSETH

WHEREAS, the undersigned are the legal owners of certain real property situated
in the Counties of Napa and Yolo, State of California, and described more particu-
larly in the following instruments:

Deed from Charles L. Joens et ux to Mary Picolet et al 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 America to Charles L. Joens et ux
dated December 11, 1968 and recorded February 27, 1969 in Volume
904 Official Records of Yolo County and recorded March 3, 1969 in
Volume 801 Official Records of Napa County at page 447.

Deed from Walter A. Chapman to Charles L. 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 prop-
erty to certain restrictions, conditions, covenants and agreements:

NOW, THEREFORE, the undersigned declare 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 be-
tween the several owners and purchasers of said property as among themselves and
their heirs, successors and assigns:

1. 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 small-
er 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 parcel;
- d. 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 serv-
itudes 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 property, their heirs, successors and assigns, and shall operate as covenants

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60127-8

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 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 amend 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.

4. 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 construction, improvements, etcetera, 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 details within ten days after the delivery thereof to said 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.

5. SET BACK

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

6. SIGNS

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.

7. FENCES

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.

8. RUBBISH

No parcel shall be used or maintained as a dumping ground for rubbish. 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 material shall be covered and kept in a clean and sanitary condition.

9. EASEMENTS

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

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assessments and designs, 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

Every parcel shall be subject to an annual charge for maintenance of roads described in document recorded in Volume 1274 in Volume 72 Official Records of Yolo County at page 47 and recorded in Volume 1468 Official Records of Napa County at page 659, 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 disbursement of funds. Unapplied 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 two per cent (2%) 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 filed 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 of 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 Committee 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 issued to the owner or owners paying such charges and assessments. Notwithstanding anything herein to the contrary contained, the lien of such charges

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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 stand 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 trustee or trustees 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 assessments, 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 1327 Official Records of Yolo County at page 657 and recorded in Volume ... Official Records of Napa County at page ...;
- c. Employing watchmen and otherwise safeguarding the property;
- d. 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 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 is hereby vested in the committee hereinafter created, and the undersigned shall not be responsible therefore.

II. ARCHITECTURAL SUPERVISING COMMITTEE

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

In the event of a vacancy on said committee, the remaining member or members may fill said vacancy; provided, however, that upon written vote, the owners of parcels holding and entitled to vote 60% of the voting units, as defined in paragraph 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 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 vacancies for the appointees.

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 authorization, approval or power made by the committee must be in writing, signed by at least two members thereof. Said committee shall 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 meetings as may be necessary, and shall keep written

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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.

Said committee by a majority vote may also adopt reasonable rules and regulations governing the meetings 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 meetings except as herein otherwise expressly provided shall be deemed a part of or to effect these restrictions, conditions, covenants or agreements.

12. PENALTIES FOR 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.

15. MORTGAGES AND DEEDS OF TRUST

All 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

REC 330 PG 841

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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 pursuant to Paragraph 10 hereof.

16. 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 hereof, 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.

17. FAILURE TO ENFORCE

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 herein shall not entitle or prevent enforcement thereafter or be deemed a waiver of the right to do so.

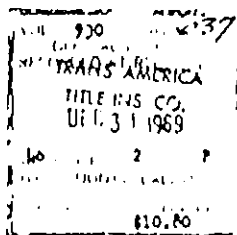
18. VOTING

In voting pursuant to the provisions of these restrictions, the owner or owners of record of each parcel shall be entitled to one vote 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.

19. TERMINATION 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-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.



[Handwritten signatures and initials over a set of horizontal lines]

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.

300 642

NAPA COUNTY

Return To :

TICOR TITLE INSURANCE

VOL 1468 PAGE 884

RECORDED IN
OFFICIAL RECORDS — M 1.
OF NAPA COUNTY, CA. — R 10.

1988 SEP 26 AM 8 00

CLAUDE E. HENDERSON
COUNTY RECORDER

8.
19.

TICOR TITLE INSURANCE

"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
DATE 7/22/86

C. L. N. N. N.
DEPUTY COUNTY
RECORDER



END OF DOCUMENT