

RECORDED AT REQUEST OF: Walter Benson

AT 15 MIN. PAST 10 A.M.

Official Records of Sonoma County, Calif.

COUNTY RECORDER

Fee \$6.80 Paid Date SEP 21 1965

BOOK 2157 PAGE 160

DECLARATION OF RESTRICTIONS

J 62763

WHEREAS, VIEWS LAND COMPANY, INC. is the owner of the real property situate in the County of Sonoma, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, it is the desire and intention of the owner to sell the property described in Exhibit "A" and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract and the future owners of those lands;

NOW, THEREFORE, the owner hereby declares that all of the property described in said exhibit is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof. All of the limitations, restrictions, and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

1. No portion or fraction of property which shall be less than the whole of a lot as described in the map referred to in the exhibit shall be conveyed, devised, hypothecated, or otherwise transferred to any person unless such person shall receive the remaining portion of such lot at the same time; provided, however, (a) that

this restriction shall not affect the right of owners to convey title to or to hold title as co-tenants with undivided interests in a lot; and (b) that this restriction shall not affect the right of an owner to convey title to less than the whole of a lot after the expiration of five years from the date of this Declaration so long as neither the portion conveyed nor the portion retained shall be less than two acres in area and the conveyance shall have been approved in writing by an authorized officer of Bennett Ridge Mutual Water Company or any successor mutual water company which shall be then supplying water to the property involved.

2. No lot shall be used except for residential purposes. Without limiting the foregoing it is specifically provided that no portion of the property shall be used for any commercial or industrial activity of any nature whatsoever. No portion of any lot shall be used as a roadway or other thoroughfare for the purpose of providing ingress to or egress from another lot or any property outside of the subdivision. There shall be constructed on each lot only one single family dwelling which shall be a permanent structure and which may include as appurtenant thereto one bona fide guest house, one garage which may be attached or detached, and one barn. Guest houses may include sleeping and toilet facilities but shall not include cooking facilities.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than any minimum building set-back lines shown on the subdivision map covering the said property. In any event, no building shall be located on any lot nearer than twenty feet to the front lot line, or nearer than twenty feet to the side lot line or nearer than twenty-five feet to the rear lot line.

For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. Signs announcing the business, profession or occupation of the owner or the rental of his property will not be permitted to be displayed on any lot. Signs advertising property for sale may be erected if they are not larger in size than two feet by three feet and contain black lettering on a white background. Nothing in this paragraph shall prevent declarant from placing signs on its own property or within the street rights of way for the conduct of its business.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that for each whole acre contained in a lot the owner shall have the right to maintain one cow, horse or sheep, and the owner of any lot may maintain dogs, cats or other household pets provided that they are not kept, bred, or maintained for any commercial purpose nor in unreasonable quantities, and provided that they are properly restrained, quiet and do not become a public nuisance.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. Service areas for drying laundry, storing garden tools and supplies, installing above-ground liquified gas tanks, keeping garbage containers, trash, unused building materials or garden cuttings, and parking areas for boats, trailers, mobile camping units, trucks and commercial vehicles must be provided so that they are screened from the road and from adjacent lots.

8. No portable building, trailer, garage or tent may be used for either temporary or permanent residence purposes on the property. However, during construction, sheds may be used for the purpose of storage for tools and supplies only.

9. No oil drilling, oil development activities, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon or in any lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. No well or other device for the extraction or use of subsurface waters shall be permitted upon any lot, except under the supervision of and for the benefit of the mutual water company supplying water to the subdivision.

10. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existent structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved.

The Architectural Control Committee is composed of three members who shall be designated from time to time by the declarant. A majority of the Committee may designate a representative to act for it. In the case of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the member of the Committee nor

its designated representative shall be entitled to any compensation for services performed under this covenant. At any time, after not less than twenty lots have been sold in the subdivision referred to in the aforesaid map, the then record owners of a majority of the lots shall have the power to change the membership of the Committee.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in the event that plans and specifications have not been submitted, if no suit to enjoin construction has been commenced before completion, the requirement of approval shall be deemed to have been fully complied with.

Any building or construction project shall be completed, including exterior painting and site clean-up, within eight months following the commencement of excavation or construction whichever is the earlier.

11. No swimming pool shall be constructed or maintained upon any lot unless such pool shall incorporate equipment for filtration and recirculation of the pool water.

12. No more than ten percent of the area of any lot shall be used for gardening or shall be irrigated.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time the covenants shall automatically be extended for successive periods of ten years unless an

instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part. Provided, however, that at any time after January 1, 1970, any of these restrictions may be modified by the duly recorded written instrument of the then record owners of two-thirds of the lots.

14. Invalidation of any of these covenants by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, VIEWS LAND COMPANY, INC., by its President and Secretary, has executed this Declaration of Restrictions this 8 day of September, 1965.

Views Land Company, Inc.

Walter L Benson
President

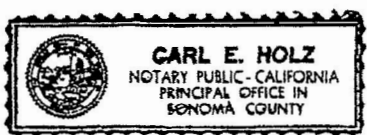
Sidney Rudy
Secretary



STATE OF CALIFORNIA }
COUNTY OF SONOMA } ss.

On this 8 day of SEPT., 1965, before me CARL E. HOLZ a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared WALTER BENSON and SIDNEY RUDY, President and Secretary, respectively, of VIEWS LAND COMPANY, INC., the declarant of the above Declaration of Restrictions, known to me to be the persons whose names are subscribed to said instrument, and they and each of them acknowledged to me that they and each of them, respectively, executed the same.

Carl E. Holz
Notary Public



My Commission Expires February 23, 1969

All that real property situate in the County of Sonoma, State of California, described as follows:

Beginning at a point on the center line of Bennett Valley Road and on the East line of Section 2, Township 6 North, Range 7 West, Mount Diablo Base and Meridian, said point being North $0^{\circ} 39'$ East, 350.49 feet from the Southeast corner of Section 2; thence along the center line of Bennett Valley Road South $49^{\circ} 44'$ West, 178.51 feet; thence on a curve to the left, tangent to the preceding course, radius 1,391.75 feet, through a central angle of $8^{\circ} 23'$ an arc length of 203.64 feet; thence South $41^{\circ} 21'$ West, 125.120 feet to the South line of Section 2; thence along said South line South $89^{\circ} 47' 15''$ West, 33.00 feet; thence leaving said South line South $41^{\circ} 21'$ West, 190.547 feet, South $24^{\circ} 04'$ West, 159.077 feet and North $16^{\circ} 41' 10''$ West, 299.889 feet to said South line of Section 2; thence along said South line South $89^{\circ} 47' 15''$ West, 1,269.296 feet to a fence corner; thence leaving said South line North $0^{\circ} 15' 40''$ East, 1,305.557 feet and South $89^{\circ} 27' 28''$ West, 698.782 feet to the West line of the East half of said Section 2; thence along said West line North $1^{\circ} 30' 20''$ West, 2,740.201 feet; thence leaving said West line South $88^{\circ} 05' 35''$ East, 563.637 feet; thence on a curve to the right whose center bears South $79^{\circ} 57'$ West, radius 875 feet, through a central angle of $29^{\circ} 09'$ an arc length of 445.168 feet; thence South $70^{\circ} 54'$ East 50 feet; thence on a curve to the left whose center bears North $70^{\circ} 54'$ West, radius 925 feet, through a central angle of $13^{\circ} 20'$ an arc length of 215.257 feet; thence North $74^{\circ} 52' 40''$ East, 250.533 feet, South $34^{\circ} 46' 10''$ East, 572.793 feet, South $17^{\circ} 54' 30''$ East, 163.491 feet, South $3^{\circ} 11' 20''$ West 259.732 feet, South $3^{\circ} 17' 00''$ West 336.743 feet, South $34^{\circ} 03' 00''$ East 224.790 feet, South $32^{\circ} 44' 00''$ East 196.708 feet, South $30^{\circ} 16' 50''$ East 200.425 feet, South $5^{\circ} 44' 30''$ East 245.693 feet and South $64^{\circ} 26' 30''$ East 277.209 feet; thence on a curve to the left whose center bears North $59^{\circ} 07'$ East, radius 225 feet, through a central angle of $36^{\circ} 32'$ an arc length of 143.466 feet, thence on a curve to the right, tangent to the preceding curve, concave Southwesterly, radius 775 feet, through a central angle of $21^{\circ} 22'$ an arc length of 289.012 feet; thence North $43^{\circ} 57'$ East 50 feet; thence on a curve to the left whose center bears South $43^{\circ} 57'$ West, radius 825 feet, through a central angle of $21^{\circ} 22'$ an arc length of 307.658 feet; thence on a curve to the right, tangent to the preceding curve, radius 175 feet, through a central angle of $96^{\circ} 10' 10''$ an arc length of 293.733 feet; thence on a curve to the left, tangent to the preceding curve, radius 925 feet, through a central angle of $34^{\circ} 37' 30''$ an arc length of 558.996 feet; thence South $10^{\circ} 32' 10''$ East 557.36 feet, South $16^{\circ} 32' 30''$ East 144.74 feet, South $2^{\circ} 46' 50''$ West 124.87 feet, South $88^{\circ} 26' 50''$ East 117.32 feet, North $1^{\circ} 18' 30''$ West, 105.86 feet and South $89^{\circ} 26' 20''$ East 508.054 feet to the East line of Section 2; thence along the East line of Section 2 South $0^{\circ} 39'$ West 1,396.616 feet to the point of beginning.

Being the property shown on the map of Bennett Ridge Properties Subdivision recorded on the 17th day of SEPTEMBER 1965, in the Office of the County Recorder of Sonoma County, Book 105 of Maps at Page 5 AND 6.

EXHIBIT "A"

END OF DOCUMENT

RECORDER'S MEMO — This page does not make CLEAR reproductions.