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OFFICIAL RECORDS

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## DECLARATION OF RESTRICTIONS -- UNIT NO. 2 BENNETT RIDGE PROPERTIES

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BOOK 2406 PAGE 239

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 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, that this restriction shall not affect the right of owners to convey title to or to hold title as co-tenants with undivided interest in a lot.

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 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. 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.

4. 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.

5. 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.

6. 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 screened from the road and from adjacent lots.

7. No portable building, trailer, or garage 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.

8. 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.

9. 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 50 feet to the front lot line, or nearer than 20 feet to the side lot line, or nearer than 25 feet to the rear lot line.

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 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. Said plans and specifications must include exterior paint and landscape schedules, details of all fencing, debris removal, pool and service area screening, roof materials, driveway surfaces, and site and driveway grading. 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. No trees may be removed within any lot until approved by the Architectural Committee. No exposed T.V. aerials, exterior air conditioners, metal awnings, cement block construction, roof or driveway of white gravel will be allowed without approval of the Architectural Committee.

The Architectural 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 service performed under



this covenant. At any time, after not less than 20 lots have been sold in the subdivision referred to in the aforesaid map, the then recorded 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 30 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 cleanup, with eight months following the commencement of excavation or construction whichever is the earlier. No stumps, brush, or rocks from foundation or septic tank excavations may remain on any lot within sight of the road or adjacent lots.

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. Pool heaters and filters must be screened from the road and adjacent sites. No domed pool covers or pools constructed above natural grade will be allowed without written approval of the Architectural Committee. This type of pool must be screened from the road and adjacent sites if approved.

12. No more than ten per cent of the area of any lot shall be used for gardening or landscaping or shall be irrigated. All protective deer fences must be approved by the Architectural Committee.

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 20 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



