

RETURN TO:

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TRANSAMERICA TITLE INSURANCE COMPANY
435 E. Street
Santa Rosa, Calif. 95404

RECORDED AT REQUEST OF TATL
AT 10 A.M. 7B
Christine S. Wilson SONOMA COUNTY RECORDER
Fee \$ 7.00 Paid, Date 6-30-80

DECLARATION OF RESTRICTIONS - UNIT NUMBER FOUR
BENNETT RIDGE

WHEREAS, MORTON CONSTRUCTION, 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 of 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 effect the right of owners to convey title to or to hold title as co-tenants with undivided interests 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, 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 twenty-five feet to the rear lot line or twenty-five feet to side 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 the 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 but in no case may any fence be located within twenty-five feet of front lot line or street. 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 will be allowed without approval of the Architectural Committee.

All outbuildings including barns and dog kennels must be of the same exterior appearance and roof design as the main structure. All aluminum windows and doors must be shop painted or anodized bronze or black. No white gravel may be used on roofs or driveways.

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 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 which ever 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 percent 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. Certain areas on tract map No. 421 Bennett Ridge Properties Unit No. 4 have been designated as open space areas. It is the intent of the declarant that these areas remain in their natural state. No buildings of any size or nature or fences for any purpose may be placed within these areas. No landscaping, gardening, planting of trees, storing of materials, burning of trash or stumps may be done in these areas. No dumping of rocks or dirt may be done in these areas. No excavations, other than leach line fields, are allowed in these areas. No dirt or rocks may be removed from these areas.

14. 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, 1985, any of these restrictions may be modified by the duly recorded written instrument of the then record owners of two-thirds of the lots.

15. 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.

Signed and sealed this 18th day of June, 1980.

MORTON CONSTRUCTION, INC.

By: Harold Lee Morton II

STATE OF CALIFORNIA
COUNTY OF Sonoma

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ON June 18, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold Lee Morton II known to me to be the

President, and
~~known to me to be the Secretary~~ of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.



Notary's Signature Leslie O. Holt