

DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS AND
AGREEMENTS AFFECTING REAL PROPERTY COMMONLY KNOWN

AS

BUENA VISTA SUBDIVISION NO. 1

CITY OF SANTA ROSA, COUNTY OF SONOMA, CALIFORNIA

WHEREAS, Declarant is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the covenants, restrictions, reservations, servitudes, easements, liens, and charges hereinafter set forth, each of all which is and are for the benefit of said property and of each present and future owner thereof, or of any part thereof, and shall inure to the benefit of and pass with said property and each and every part thereof, and shall apply to and bind every present and future owner of said property, or any part thereof, and each of their heirs, successors and assigns;

NOW THEREFORE, it is hereby declared that the real property described in Clause I hereof is, and shall be, held transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, servitudes, easements, liens and charges hereinafter set forth.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, reservations, restrictions, servitudes, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is all located in the City of Santa Rosa, County of Sonoma, State of California, and is more particularly described as follows:

BUENA VISTA SUBDIVISION NO. 1

Lots 1 to 12 inclusive as shown on the map entitled "Buena Vista Subdivision No. 1" filed for record in the office of the County Recorder of Sonoma County, California, on Sept. 23, 1965, in Book 105 of Maps, Pages 7 + 8 Sonoma County Records.

CLAUSE II

GENERAL PURPOSES OF THIS DECLARATION

The real property described in Clause I hereof is subject to the covenants, restrictions, reservations, servitudes, easements, liens and charges hereby declared so as to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvements of lots; and in general, to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein. Nothing which is specifically prohibited, restricted or prevented herein shall be deemed in any way to limit the general prohibitions, restrictions or preventions herein or to in any way limit the overall purpose or intent of this Declaration.

RECORDED AT REQUEST OF Paul Mowbray
AT 3.00 MIN. PAST 4 M.
Official Records of Sonoma County, Calif.
Paul Mowbray COUNTY RECORDER
BOOK 2157 PAGE 854
Fee 7.60 Paid. Date SEP 23 1965

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CLAUSE III

DEFINITION OF TERMS

1. DWELLING HOUSE. The words "Dwelling House" and "Out-building" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structures and all projections therefrom, such as bay, bow or oriel windows, exterior chimneys, covered porches, or porticoes and the like, including any garage incorporated in or forming a part thereof, but shall not include the eaves of such structures, not any open pergola, not any uncovered porch, stoop or steps, or balustrades, the sides of which do not extend more than three (3) feet above the level of the ground floor of said building.
2. SAID MAP. The words "Said Map" wherever used in this Declaration mean and refer to the map referred to in Clause I hereof.
3. SAID PROPERTY. The term "Said Property" wherever used in this Declaration means and refers to the property described in the aforesaid Clause I hereof.
4. STREET. The word "Street" wherever used in this Declaration means and refers to any street shown on said map or contiguous to the real property designated on said map, whether designated thereon as street, avenue, drive, or otherwise.
5. PLOT. The word "Plot" wherever used herein refers to an individual site for a residence, together with the grounds in connection therewith, whether composed of one or more lots or portions or combinations thereof.
6. DECLARANT. The word "Declarant" wherever used herein means the original Declarant or his agent or employees or designees or successors in interest.

CLAUSE IV

USES PROHIBITED AND PERMITTED

1. Said property, and all lots or plots located therein are hereby declared to be residential in character, and shall not be used for any purposes or purpose other than residence purposes, and for the purposes enumerated in subdivision 8 of this Clause IV.
2. No building, other than a detached single family dwelling house and appurtenant outbuildings, including garages for private use, shall be erected, constructed or maintained on said property, nor shall any buildings constructed or erected on said property be used for any purpose other than a private dwelling house or appurtenant outbuilding, including garage for private use.
3. Should any residence hereafter erected on said property be destroyed by fire or otherwise, any structure erected to replace same, shall conform in design to typical houses in said subdivision, and its plans shall be approved in advance of construction by Declarant as hereinafter provided.
4. No dwelling house, appurtenant outbuilding, or garage, being more than two stories in height, shall be erected, constructed or maintained on lots 6 through 10, inclusive, and no dwelling house, appurtenant outbuilding or garage, being more than one story in height above street elevation on lots 1 through 5, inclusive, and lots 11 and 12.
For the purpose of this paragraph, a basement shall not be considered a story. Basement is defined as being below the grade surface of the ground.
5. For the purpose of this Declaration, a private garage for the use of the owners or occupants of the lot upon which said garage is erected shall be deemed an outbuilding, and may be erected and constructed on such lot. A private garage may be incorporated in and made a part of any private dwelling house erected on the lot in the manner prescribed in this Declaration.

6. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time, or, in any event, within six (6) months from the time construction or until made to comply with all requirements of this Declaration.

7. No outbuilding, garage, shed, shack, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted or maintained on any lot prior to commencement of the erection of a dwelling house, and no outbuilding, garage, shack, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes.

8. Declarant may undertake the work of constructing residential units and incidental improvements upon some of the lots included within said property. The completion of that work and the sale, rental and other disposal of said property as a residential unit is essential to the establishment and welfare of said property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, his contractors, or sub-contractors from doing on said property or any part thereof, whatever they determine to be reasonably necessary or advisable in connection with the completion of said work; or
- (b) Prevent Declarant, or his representative from erecting, constructing and maintaining on any part or parts of said property, owned or controlled by Declarant, such structures as may be reasonably necessary for the conduct of his business of completing said work and establishing said property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or
- (c) Prevent Declarant from conducting on any part or parts of said property owned or controlled by Declarant his business of completing said work and of establishing said property as a residential community and of disposing of said property in parcels by sale, lease, or otherwise; or
- (d) Prevent Declarant from maintaining such sign or signs on any of said lots owned or controlled by Declarant as may be necessary for the purpose set forth in this subdivision 8.

9. No trade, commercial or manufacturing enterprise or activity of any kind or nature shall be carried on or conducted upon said property, or upon any lot or plot therein located, nor shall any act or thing be done or performed thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No radio or television aerial, or support therefore, of an unsightly nature, shall be erected or maintained upon any lot or plot or upon any building upon any lot or plot. The written opinion of Declarant shall be conclusive as to whether or not such structure is unsightly.

11. The portion of any lot or plot in front line of the building thereon shall be kept free at all times from rubbish, litter and weeds, and, with the exception of walks, driveway, or patios, may be properly cultivated to grow and maintain trees, plants, flowers, shrubs or lawn. No building materials, fireplace wood, etcetera, or other substances shall be piled, placed or otherwise stored on such portion of any lot or plot after the completion of the residence thereon for more than 48 hours, nor shall any boats, automobile, truck, trailer of any nature, or other vehicle or equipment be left on any area thereof nor shall any house trailer, boat or boats, truck or other commercial type vehicle be stored or parked upon the driveway, nor shall any major mechanical repairs be made to any vehicle outside the covered area of the garage. Nothing herein shall prevent the parking of private passenger vehicles upon the driveway leading to the dwelling. In addition, heavy or commercial vehicles, house trailers, boats and other similar equipment shall not be parked or stored on the street adjacent to the lot or plot line.

12. No lot or plot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept clean.

13. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind will be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

CLAUSE V

APPROVAL OF PLANS AND LOCATION OF STRUCTURES

1. No building, outbuilding, garage, or other structure of any kind shall be constructed, placed, or maintained on said property, or any part thereof, nor shall any alteration, addition, repair or remodeling of the exterior thereof be made, unless prior to the commencement of such work, two complete plans and specifications thereof, including front, side and rear elevations and floor plans for each floor and basement, color scheme thereof, and two plot plans indicating and fixing the exact location of such structure, or such altered structure, on the lot or plot with reference to the street and side lines thereof, shall have been first submitted in writing for approval of, and approved in writing by the Architectural Control Committee as provided herein.

2. The Architectural Control Committee is composed of Louis Biocca, Paul Mowbray, John Gaspari, of Santa Rosa, California. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

3. In the event the proposed improvement be for repainting or redecorating the exterior of such structure without remodeling or changing it or making additions thereto, it shall only be necessary to file with the Architectural Control Committee two color schemes of such proposed work and have the same so approved prior to the commencement of such work.

4. Approval of such plans, specifications and location of buildings by the Architectural Control Committee shall be endorsed in writing on both sets of said plans and specifications, and one set shall forthwith be returned to the person submitting the same, and the other shall be retained by the Architectural Control Committee.

5. The approval by the Architectural Control Committee of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver of the right to object to any of the features or elements embodied in such plan or specifications if and when the same features or elements are embodied in any subsequent plans or specifications submitted for approval for use on other lots or plots.

After such plans and specifications and other data submitted have been approved by the Architectural Control Committee, no building, outbuilding, garage, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property unless the same shall be erected, constructed, or altered in conformity with the plans and specifications, color scheme, and plot plan theretofore approved as provided herein. If any building, outbuilding, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property, other than in accordance with the plans and specifications, color scheme

and plot plan thereof, approved by the Architectural Control Committee, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without approval ever having been obtained as required by this Declaration.

7. (a) After the completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of Clause V, unless notice to the contrary shall have been recorded in the Office of the County Recorder of the County of Sonoma, or legal proceedings shall have been instituted to enforce such compliance.

(b) In the event the Architectural Control Committee shall fail for a period of thirty (30) days after submission to approve or disapprove any plans, specifications, color scheme or plot plans, submitted to it for approval, the same shall be deemed to have been approved.

8. Any agent or designee of the Architectural Control Committee may at any reasonable time enter and inspect any building or property which is subject to this declaration, under construction, or in which such agent or officer may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred. Refusal to permit the inspection permitted herein at any time within 30 days after request therefore shall be deemed a breach of the provisions of this Declaration.

9. Declarant in the future may cause to be constructed upon lots located within said property, residential units and incidental related improvements, pursuant to said general plan. Notwithstanding any other provisions contained in this Declaration, said residential units and improvements shall be irrevocably deemed to have complied with, and to be in accordance with, all of the provisions of this Declaration, and no approval of the plans and specifications thereof shall be necessary or required.

CLAUSE VI

AREA OF IMPROVEMENTS AND CONSTRUCTION MATERIALS

1. The ground floor area of the main structure or dwelling house on any lot or plot exclusive of one-story open porches and garages, shall be not less than 1400 square feet in area. It is the intention and purpose of this covenant to insure that all dwellings shall be of a quality of workmanship and material substantially the same as, or better than that which can be produced on the date of recordation thereof, at the minimum cost stated herein for the minimum permitted dwelling size.

2. Unless and until written authorization shall be obtained from the Architectural Control Committee, no dwelling house, out-building, garage or other structure on said property shall be constructed of any material except new material.

CLAUSE VII

SIGNS

1. No sign of any kind shall be displayed to the public view on any lot or plot, or on or in any structure except one sign of not more than five (5) square feet in size advertising the property for sale or rent, or signs used by Declarant or any other builder to advertise the property during the original construction and sales period.

CLAUSE VIII

SCOPE, DURATION OF COVENANTS, RESTRICTION, RESERVATION,
SERVITUDES, EASEMENTS, LIENS AND CHARGES

1. All of the covenants, restrictions, reservations, servitudes, easements, liens, and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each owner or purchaser under a contract of sale or agreement of purchase, by accepting a Deed of Contract of Sale or Agreement of Purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes, easements, liens and charges set forth in this Declaration, and agrees to be bound by such covenants, restrictions, reservations, servitudes, easements, liens and charges shall run with the land and continue to be in full force and effect, except as hereinafter provided, until the first day of July, 1975.

2. Said covenants, restrictions, servitudes, easements, liens and charges, as are in force on said first day of July 1975 shall be continued automatically and without further notice from that time for a period of ten (10) years and thereafter for successive periods of ten (10) years each, without limitation, unless within six (6) months prior to the expiration of any successive ten (10) year period thereafter, a written agreement executed by the then record owners of more than fifty percent (50%) of the total number of lots then subject to the Declaration shall be placed on record in the Office of the County Recorder of Sonoma County, California, in which agreement any of the covenants, restrictions, reservations, servitudes, easements, liens or charges may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

3. In the event that any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes, easements, liens and charges, as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changes, modified or extinguished, in the manner herein provided, be adopted.

4. Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or easements of this Declaration, but such breach and the continuance thereof may be enjoined, abated, and remedied by appropriate proceedings by the Declarant, or by an owner of any other lot in said property.

CLAUSE IX

CANCELLATION AND ANNULMENT OF RESTRICTIONS AND CHARGES

At any time after the first day of July 1975, the owners of record of lots in the property who hold not less than seventy-five percent (75%) of such lots then subject to this Declaration on which dwelling houses are then located may change, modify, cancel and annul with respect to the property then subject to this Declaration all or any of the covenants, restrictions, reservations, servitudes, easements, liens and charges contained in this Declaration, by an instrument in writing by said owners, which shall be acknowledged by them so as to entitle it to record, and be recorded in the Office of the County Recorder of Sonoma County, State of California.

CLAUSE X

SUBORDINATION OF COVENANTS, RESTRICTIONS, RESERVATIONS,
SERVITUDES, EASEMENTS, LIENS AND CHARGES

1. All of the covenants, restrictions, reservations, servitudes, easements, liens and charges set forth in this Declaration shall be subject to and subordinate to any recorded mortgage or Deed of Trust in good faith

and for value at any time heretofore or hereinafter executed covering any part of said property, and the breach of any such mortgage or Deed of Trust; provided, however, that except as hereinafter in this Clause X provided, the purchaser at any foreclosure sale under any such Deed of Trust, his or its successors and assigns, shall take and thereafter hold the title subject to all of the covenants, liens and charges set forth in this Declaration; provided, further, that title to any of the lots described in Clause I hereof, which at any time subsequent to the filing of the Tract Map therein referred to, has or at any time hereafter shall become subject to a mortgage or Deed of Trust, shall be acquired by the original mortgage or original beneficiary under a Deed of Trust, or its successors, or assigns pursuant to any trustee's sale under any such Deed of Trust, or by conveyance in satisfaction of any such mortgage or Deed of Trust, then and in that event said original mortgage or original beneficiary under a Deed of Trust, or its successors or assigns, shall take title thereto, free and clear of all liens, provided for herein until said property shall have been conveyed to a third person, and after such conveyance the liens for charges subsequent to said conveyance shall attach as provided for herein.

2. Notwithstanding any contrary provisions, in this Declaration, title to property acquired by the holder of a loan guaranteed or insured by Federal Housing Administration or the Veterans Administration, or property acquired by such agency directly, at foreclosure or otherwise, or from the purchaser at foreclosure sale, or otherwise, by reason of, or incident to, or as a consequence of such guarantee of insurance, either by way of purchase at a sale under power of sale or other judicial proceedings, or through foreclosure of Deed of Trust or mortgage on the property securing such loan, or by way of conveyance in full or partial satisfaction of the debt secured by such Deed of Trust or mortgage, immediately upon any such acquisition shall be and thereafter remain free from any and all provisions contained in said Clause XI shall immediately attach.

CLAUSE XI

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

CLAUSE XII

RIGHT TO ENFORCE

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Declarant, or by any other property owner, or their legal representatives, heirs, successors or assigns, at any time to enforce any of such covenants, restrictions, reservations, servitudes, easements, liens or charges herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

CLAUSE XIII

ASSIGNMENT OF POWER

In the event Declarant shall convey all of his right, title and interest in and to the real property described in Clause I hereof and shall assign all of his right, powers and privileges under this Declaration to another and such other should by instrument in writing duly executed, acknowledged and recorded in the office of the County Recorder of Sonoma County, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such other shall succeed to all of the right, powers, reservations, obligations and duties as though such other had originally been named herein as Declarant instead of a Declarant.

CLAUSE XIV

MARGINAL NOTES AND HEADINGS OF CLAUSES

The marginal notes and headings as to the contents of particular clauses are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration, nor are they intended in any way to define, limit the defined scope or intent of the particular section or clause to which they refer.

CLAUSE XV

THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

In the event any clause, subdivision, term, provision or part of this Declaration shall be adjudicated by final judgment of any court of competent jurisdiction to be invalid, or unenforceable, then this Declaration, disregarding such clause, subdivision, term, provision or part so adjudicated to be invalid or unenforceable, shall remain in full force and effect; and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable shall remain in full force and effect; and each and all of the Clauses, subdivisions, terms, provisions or parts of this Declaration are hereby declared to be severable and independent of each other.

CLAUSE XVI

TIME IS OF THE ESSENCE

Time is of the essence hereof and any individual waiver of time in any instance shall not constitute any subsequent waiver of this provision.

IN WITNESS THEREOF, said Declarants have caused this Declaration to be executed and affixed their signatures thereto this 31 day of August, 1965.

Louis Biocca
Louis Biocca

Paul Mowbray
Paul Mowbray

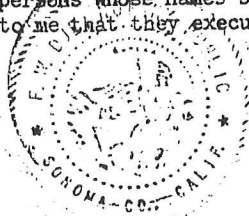
John Gaspari
John Gaspari

STATE OF CALIFORNIA

S.S.

County of Sonoma

On this 23rd day of September 1965, before me F. W. DUE a Notary Public in and for said County and State, personally appeared Louis Biocca, Paul Mowbray and John Gaspari, known to me to be the persons whose names subscribe to the within instrument, and acknowledged to me that they executed the same.



F. W. DUE
Notary Public in and for the County
of Sonoma, State of California

