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Order No. 12451

Recording Requested By:  
St. Paul Title Co.

When Recorded Mail to:

Oakmont Builders, Inc.  
6637 Oakmont Drive  
Santa Rosa, CA 95405

RECORDED AT REQUEST OF  
ST PAUL T CO  
AT 30 MIN. PAS 10AM  
Sonoma County, California

*Quince J. Hubbard* RECORDER:

JUN 14 1978

OFFICIAL RECORDS

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BOOK 3410 PAGE 941

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DECLARATION OF ANNEXATION TO OAKMONT VILLAGE  
DECLARATION NO. 21 OF PROTECTIVE RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by OAKMONT BUILDERS, INC., a California corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner and/or developer of certain real property situated in the City of Santa Rosa, County of Sonoma, State of California, which is more particularly hereinafter described; and

WHEREAS, there has heretofore been recorded in the office of the County Recorder of Sonoma County certain protective restrictions known as "Oakmont Village Declaration No. 21 of Protective Restrictions"; and

WHEREAS, Declarant wishes to convey the real property hereinafter described subject to the terms and conditions of said "Oakmont Village Declaration No. 21 of Protective Restrictions".

NOW, THEREFORE, Declarant hereby declares that all of the real property described herein is hereby made subject to all the terms and conditions of "Oakmont Village Declaration No. 21 of Protective Restrictions", recorded July 11, 1975, as Instrument No. P-68590 in Book 2977, Page 218, et seq. of the Official Records of Sonoma County, which property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the terms and conditions of said "Oakmont Village Declaration No. 21 of Protective Restrictions",

Said real property is located in the City of Santa Rosa, County of Sonoma, State of California, and is more particularly described as:

Lots 1 to 102 inclusive, as shown upon the map entitled "Oakmont No. 14-A, City of Santa Rosa, State of California", etc., recorded in Book 268 of Maps, at pages 36 ~~xxx~~ thru 39, Sonoma County Records.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 13 day of June, 1978.

OAKMONT BUILDERS, INC.

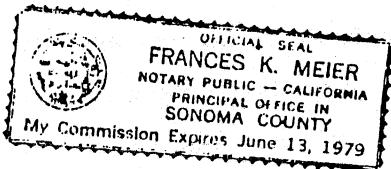
By *V. Walter Deil*  
V. WALTER DEIL, Vice President

STATE OF CALIFORNIA )  
                                  : ss  
COUNTY OF SONOMA )

On June 13, 1978, 1978, before me, a Notary Public, personally appeared V. WALTER DEIL, known to me to be the Vice President of Oakmont Builders, Inc., the corporation that executed the within instrument, and known to me to be the person 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 a resolution of its Board of Directors.

WITNESS my hand and official seal.

*Frances K. Meier*  
Notary Public



PROPERTY REQUIREMENTSSection 1. Ownership and Occupancy:

(a) Membership in Association. Subject to the provisions hereinafter contained, relative to multiple ownership and voting rights, every person who shall own any part of the subject property shall be a member of the Association and shall be subject to the rules and regulations of the Association.

(b) Ownership. The lot ownerships and/or apartment ownerships covered by this declaration may be owned by any person.

(c) Occupancy. No dwelling unit erected upon any lot covered by this declaration may be occupied in whole or in part by any person who has not attained the age of forty-five (45) years, provided, however, that this requirement shall not prevent any person from occupying such dwelling unit with his or her spouse if said spouse has attained the age of forty-five (45) years and further provided that this requirement shall not prevent the children of the principal occupants of any such dwelling unit from occupying said premises with their parents and as a part of their parents' household, provided said children have attained the age of eighteen (18) years or have graduated from high school.

Section 2. Uses of Property:

(a) Residential Use. No building or other structure shall be constructed, erected, altered, or maintained upon any portion of the subject property which shall be used, designed or intended to be used for any purpose other than for residential purposes, together with an attached or detached private garage or carport, provided, however, that nothing contained in this paragraph shall be construed to apply to or to limit the use of the common area.

(b) Building Location and Set-Back Lines. Except with the approval of the Architectural Committee, no building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back line shown on the tract plot plan. In any event, except with the approval of the Architectural Committee, no building shall be located on any lot nearer than fifteen (15) feet to the front lot line and no further than thirty (30) feet from the front lot line or nearer than ten (10) feet to any side street line. Except with the approval of the Architectural Committee, no building shall be located nearer than three (3) feet to an interior lot line or nearer than fifteen (15) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as 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. Provisions of this paragraph pertaining to the set-back at an interior lot line shall not apply to a lot line which divides the two dwelling units of a duplex.

(c) Painting. The owner of each lot shall keep the building thereon in good order and repair and shall keep the exterior thereof painted so that the same shall present a clean and well-kept appearance at all times.

(d) Mining and Drilling. No derrick pump or any other equipment or structure for boring, drilling, mining or extracting any oil, gas, or mineral of any kind or nature whatsoever, shall be erected, placed or permitted upon any part of subject property, nor shall any oil, gas, petroleum, or other hydrocarbon substances

be extracted from the surface of the subject property, provided, however, that nothing herein contained shall prevent the extraction or capturing of any oil, gas, petroleum or other hydrocarbon substance or mineral or mineral substance by slant well drilling or other similar operation so long as nothing shall be permitted to disturb the surface of said property or any improvement thereon or occupants thereof.

(e) Animals and Poultry. The raising and/or keeping of livestock, and/or other animals, poultry, birds, and/or reptiles, for pleasure or for commercial gain upon any part of said property is prohibited except that no more than two dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and further provided that they do not become a nuisance to other owners or occupants of property subject to the control of the Association, and if and when declared to be a nuisance by the Board of Directors of the Association, such dog, cat or other household pet or pets shall be forthwith removed from the subject property.

(f) Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of said property and no odor shall be permitted to arise therefrom which is or may be detrimental to any of the property in the vicinity thereof or the occupants thereof, and no nuisances shall be permitted to exist or operate upon any portion of said property which are offensive or detrimental to any property in the vicinity thereof, or to its occupants.

(g) Clotheslines. No clotheslines, clothes racks, or other apparatus on which clothes, rugs or similar items are exposed for the purpose of drying or airing shall be located except where such clothesline shall be adequately concealed so as to screen its view from any portion of the adjacent property. No clotheslines shall be placed in carports or open garages.

(h) Condition and Repair. No building or structure upon any property covered by this declaration shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted.

(i) Maintaining Drainage. No obstruction, diversion, bridging or confining of existing channels upon, under, and/or across any portion of said property through which water in times of storms, or otherwise, naturally flows, or through which water has been caused to flow artificially by Declarant in the development of said property, shall be made by any person, provided, however, that the right is hereby expressly reserved to Declarant and/or to any corporation owned or controlled by Declarant as an incident to the development of the entire property, to change existing channels for the natural flow of water, and also to create channels and means of artificial drainage and water flow, and further, to cause reasonable increases or decreases in the amount of water which would in a state of nature flow into and through any such natural or artificial water channels or means of drainage. No change shall be made in the grade of any property as established by the developer or its engineers without the written consent of the Architectural Committee.

(j) Temporary Structures. No structure of a temporary character, basement, tent, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No trailer, boat or truck may park on any lot unless approved by the Architectural Committee. Provided, however, that nothing herein contained shall apply to temporary or other

buildings or structures erected, constructed, owned, used or maintained by Declarant or its agents or its contractors or by corporations owned and/or controlled by Declarant for use in connection with the construction, development, sale or lease of any part or portion of said property.

(k) Billboards and Signs. No billboard, poster or sign of any character shall be erected, maintained or displayed upon or about any part of said property without the approval of the Architectural Committee, and any billboard or sign not so permitted shall be summarily removed and destroyed. Provided, however, that nothing herein contained shall apply to any billboard, poster or sign erected or used or maintained by Declarant or its agents or its contractors or by any corporation owned or controlled by Declarant for or in connection with the construction, development, sale or lease of any portion of said property. Provided, further, that nothing herein shall be deemed to prevent display of a sign of customary and reasonable dimensions advertising the property described herein as for sale.

(l) Sight Distance at Intersections. No fence, wall, hedge, shrub or other planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended except with the approval of the Architectural Committee. Except with the approval of the Architectural Committee, no tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(m) Trees, Hedges and Shrubs. No tree shall be planted in the front parkway or between the front dwelling unit line and front property line without first securing written approval of the Architectural Committee. All trees, hedges, shrubs, flowers or grass growing on a lot shall be maintained and cultivated so that insects, pests and/or diseases shall not be a menace to other trees, hedges, flowers or lawns or surrounding properties, and so that the lot is not detrimental to the neighborhood as a whole.

(n) Golf Course Lots. On any lot abutting the golf course, no fence, wall or other structure shall be constructed on the perimeter of a lot abutting the golf course closer than twenty-five (25) feet to the lot line which abuts the golf course except with the approval of the Architectural Committee.

(o) Carports and Garages. Use of carports or open garages shall be limited to the storage of vehicles, except that storage will be permitted within enclosed storage areas.

(p) Television Antennas. No television antenna shall be permitted to be maintained on the roof or other exterior surface of any dwelling.

(q) Gravel Landscaping. Landscaping with gravel or rock shall not be permitted in the front yard of any dwelling where such gravel constitutes in excess of fifteen per cent (15%) of the front yard area exclusive of driveways and walks.

### Section 3. Architectural Control:

(a) Approval of Plans, Planting and Alterations. No building, fence, wall, tent, or any other structure shall be erected,

constructed, altered or maintained upon, under or above or moved upon any part of said property, and no grading, cuts, fill or excavation shall be done, changed or altered (except such as may be erected, constructed, done, changed, altered, maintained, or moved by the Declarant or by a corporation owned or controlled by Declarant), unless the plans and specifications thereof, showing the construction, nature, kind, shape, height, material, and exterior color scheme thereof, and a plot plan indicating the location of such structure on the building site to be built upon and grading plans (if requested) of the building site shall have been submitted to and approved by the Architectural Committee, and a copy of such plans and specifications, plot plan and grading plan as finally approved is deposited for permanent record with the Association.

(b) Approval of Completed Works of Improvement. All construction work of improvement, alteration and other work of whatever kind, covered by the plans and specifications, plot plans, grading plans, and other plans and matters requiring Architectural Committee approval shall be done and performed in accordance with the approval given, and upon the proper completion thereof, the Architectural Committee shall, upon written request, issue its Certificate of Completion and Compliance or its written specific objection to the work as non-complying. If said Committee fails to issue such Certificate of Completion and Compliance or written specific objection within thirty (30) days after the request in writing for the same has been made to it, proper completion of the construction work or alteration involved shall be conclusively presumed.

(c) Approval of Subdivision Plans. No part of the property covered by this declaration shall be re-subdivided nor shall any additional map of the same be recorded unless and until the same shall have been submitted to and approved, in writing, by the Architectural Committee.

(d) Right of Inspection. During reasonable hours, any member of the Architectural Committee or any agent of such Committee or any representative of the Association or Declarant shall have the right to enter upon and inspect any portion of said property and the exterior of the buildings and improvements thereon for the purpose of ascertaining whether or not the provisions of this declaration have been or are being complied with, and shall not become liable therefor or be deemed guilty of trespass nor any other tort by reason thereof.

(e) Waiver and Liability.

(i) The approval of the Architectural Committee or the Association or its Board of Directors or Declarant of any plans and specifications, plot plan, grading or any other plan or matter requiring approval under this declaration shall not be deemed to be a waiver of any right to withhold approval as to a similar or other feature or element embodied therein when subsequently or additionally submitted for approval.

(ii) Neither the Architectural Committee nor any member thereof nor the Association or its Board of Directors or officers nor Declarant or its agents shall be in any way responsible or liable for any loss or damage in any case or instance for any effort or defect which may or may not be shown on any plans and specifications or in any plot or grading plan or planting or other plan or in any building or structure of part or portion thereof nor work done in accordance with any such plans and specifications or plan nor for any error or defect nor for any act or omission in the premises nor in creating or maintaining drainage channels, di-

versions or facilities or in any instance whatsoever in developing or maintaining subject or adjoining property nor in connection with any such matter whether or not the same has been approved by said Architectural Committee and/or any member thereof and/or the Association and/or its Board of Directors and/or Declarant.

#### ARTICLE IV

##### ARCHITECTURAL COMMITTEE

Section 1. Members of Committee: The Architectural Committee shall consist of three (3) members, each of whom shall be appointed or elected for the term and be subject to the provisions set out in this declaration. No member of said Committee shall be required to be a member, director or officer of the Association.

Section 2. Appointment and Election of Committee Members:

(a) Appointment of Members. The right to appoint the members of the Architectural Committee shall be and is hereby vested solely in Declarant for a period of ten (10) years from the date of the recording of this declaration, unless prior to the expiration of said period, Declarant releases such right of appointment to the Association by the recording of a statement of such release, duly executed by Declarant. Each member of said Committee, subject to appointment by Declarant, shall serve until such time as Declarant removes him and appoints a member to succeed him by recording a notice of such removal and appointment and/or until such member resigns by recording a notice of such resignation, provided that the terms of all members appointed by Declarant shall expire at the end of said ten (10) year period. The original members of such Committee are hereby appointed by Declarant and are the following:

H. N. BERGER  
FRANCES C. BERGER  
V. WALTER DEIL

Notwithstanding anything to the contrary herein contained, at any such time as (1) ninety percent (90%) of the units herein described have been sold, and (2) no new increment or subdivision, the purchasers of which will by virtue of recorded deed restrictions become members of Oakmont Village Association, has been commenced by Declarant or its successors in interest for a period of two (2) years after the date upon which ninety percent (90%) of said units were sold, the members of Oakmont Village Association may, by a vote of seventy-five percent (75%) of said members, elect to appoint the members of the Architectural Committee. In such event, said appointments shall be made as provided in subparagraph (b) of this Section 2. No Architectural Committee so appointed shall have any jurisdiction or control over any new increment or subdivision which may thereafter be added by Declarant or its successors in interest notwithstanding the fact that the purchasers thereof may become members of Oakmont Village Association.

(b) Appointment by Board of Directors of Association. Upon the expiration of ten (10) years from the date of recording of this declaration or upon the right of appointment of said members being released by Declarant prior to the expiration of said ten-year period, the authority to appoint the members of the Architectural Committee by the Association, as aforesaid, the Architectural Committee shall be deemed a Committee of the Association and shall thereafter, but not before, anything to the contrary in this declaration notwithstanding, be subject (within the limits set out in this declaration) to its control and jurisdiction. The term of office and compensation, if any, of the members of the Archi-

tectural Committee elected by the Board of Directors shall be governed and controlled by the provisions of the By-Laws of the Association.

Section 3. Powers of the Architectural Committee: The powers and authority of the Architectural Committee shall be as provided in this declaration and shall apply only to the property covered by this declaration. The powers and authority of the Architectural Committee shall not be enlarged or diminished except by modification or amendment of this declaration, as provided hereafter, and the same shall not be limited or changed by the Board of Directors of the Association.

Section 4. Action by Committee:

(a) Any action by the Architectural Committee shall require the affirmation of at least two (2) of its members. The Committee may act in any writing signed by at least two (2) of its members.

(b) The Architectural Committee may appoint a representative who may but need not be a member of the Committee, which representative may exercise all of the powers of the Committee as set forth in this declaration, and the acts of such representative for and on behalf of the Committee within the scope of the powers of the Committee as set forth in this declaration shall be deemed the acts of the Committee for all purposes.

ARTICLE V

OAKMONT VILLAGE ASSOCIATION

Section 1. Purposes of Association: Oakmont Village Association, a non-profit corporation organized under the laws of the State of California, shall have the rights, powers and duties as set forth in its Articles of Incorporation, together with its general powers as a non-profit corporation, subject to the provisions of this declaration and any limitations imposed hereby, to do and perform each and every of the following for the benefit, maintenance and improvement of the property covered by this declaration and for the benefit of the owners thereof, to wit:

(a) To purchase, lease or otherwise acquire, construct, improve, repair, maintain, care for, own and dispose of all community facilities as hereinbefore defined in Article II of this declaration, which shall be appropriate for the use and benefit of the owners of and/or for the improvement and development of the subject property or any part thereof, and to charge for the use thereof.

(b) To provide for the maintenance, beautification and landscaping of said community facilities; to provide for the collection and disposition of street sweepings, ashes, garbage, rubbish and the like and to make and collect charges therefor. Insofar as it can legally do so, to grant franchises, rights of way and easements for public utilities and other purposes over and/or under any of said property.

(c) To remove, clean up and/or burn grass and weeds and to remove any unsightly or obnoxious things from the subject property and to take such action as may be necessary or desirable to keep the subject property neat and in good order and to make and collect additional charges therefor as hereinafter provided.

(d) To the extent not assessed or paid by the several owners thereof, pay all real property taxes and assessment levied upon any part or portion of the community facilities by a duly authorized governmental or quasi-governmental authority.



(e) To the extent not purchased, owned and maintained by the several owners thereof, and to the extent deemed necessary by the Board of Directors of the Association, to purchase, carry and at all times maintain in force, fire, liability and other insurance covering all of the community facilities, the improvements thereon and appurtenant thereto in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for like structures by the Board of Directors of the Association.

(f) To pay for such utility services as may be applicable to the Association.

(g) To exercise control over the occupancy, leasing and transfer of ownership in accordance with the provisions of this declaration and/or the provisions of such other Declaration of Protective Restrictions heretofore or hereafter filed which vest such power in Oakmont Village Association and/or in accordance with the By-Laws of Oakmont Village Association.

(h) To enter into, make, perform and carry out contracts of every kind and character for any lawful purpose consistent with its status as a nonprofit corporation.

(i) To exercise such powers of enforcement, control, interpretation, modification and cancellation of this declaration which now are or hereafter may be vested in, delegated to or assigned to the Association, and to pay all expenses incidental thereto. To commence and maintain in its own name, or on behalf of itself or any owner of any portion of the subject property (with the owner's consent), or in the name of or on behalf of and as the agent of any owner, actions and suits to restrain and enjoin the breach or threatened breach of this declaration or any portion thereof and to enforce this declaration and to pay the expenses therefor.

(j) To make, establish, publish, promulgate, amend, repeal and to enforce rules and regulations governing the use of community facilities on the subject property and governing the conduct of the various owners of the subject property with relation thereto, which rules and regulations, and each of them, as the same are established from time to time, shall be binding upon each and every such owner and all of the occupants of the subject property, provided, however, no ground rule shall ever be established which shall not apply equally to all such owners, and provided further that no such ground rule, amendment or repeal thereof shall be effective until and unless the same, or a copy of the same, shall be furnished to each such owner by mailing by ordinary mail or by delivering the same in person.

(k) Generally to do any and all things that a corporation organized under the laws of the State of California may lawfully do in operating for the benefit of its members, except as expressly limited in its Articles of Incorporation and in this declaration, and to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of this declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the expressed powers of the Association or for the peace, health, comfort, safety and/or general welfare of the owners of any property subject to the jurisdiction of the Association.

(l) All powers and authorities granted to the Association in this declaration, and elsewhere, shall be subject and subordinate to all the rights, powers, and authority granted to the Architectural Committee and the Declarant under the provisions of this declaration.

Section 2. Membership in the Association: Membership in the Association and voting rights and other rights of members shall be as is provided in the Articles of Incorporation of the Association and/or the By-Laws of the Association and nothing set forth in this declaration is intended to vary, change, modify or limit the provisions of said Articles of Incorporation and/or By-Laws relating to membership and voting rights of members. A copy of the Articles of Incorporation and a copy of the By-Laws will be furnished to each purchaser.

Section 3. Charges, Assessments and Liens: Each lot, lot ownership, apartment ownership or mobile home space as the same may be hereinbefore or hereinafter defined, and the improvements thereon, hereinafter, for the purpose of this Section 3 collectively referred to as dwelling units except such as are owned by the Association and/or by Declarant or a corporation owned or controlled by Declarant, shall be subject to general and special charges and assessments and liens to secure the payment of the same. The Association shall have the sole authority to fix and establish the amounts of the general and specific charges and assessments provided for in this Article V and the amounts of such interests, costs (including attorney's fees) and penalties for the late payment or the nonpayment thereof.

(a) General Charges, Assessments and Liens.

(1) The general charge and assessment shall be fixed and established annually, or more often, by the Board of Directors of the Association and shall be collected monthly by the Association, as hereinafter provided.

(i) The Board of Directors of the Association shall annually, as hereinafter provided by resolution duly adopted, estimate, in its best judgment, the cash requirements reasonably necessary or proper; (a) for the operation of the Association and the operation, maintenance, care and improvement of the community facilities for the year or portion of the year for which such estimate is made, which estimate of cash requirements may include, among other things, taxes, assessments, sewer, electrical, water, gas, and telephone charges, insurance premiums, operating expenses, legal and accounting fees, management fees, employees gratuity funds, maintenance, costs, alterations, replacements and repairs relative to the community facilities and any other part of the subject property, salaries, costs of leasing or purchasing real and personal property, interest on mortgage, trust deed or other indebtedness and principal on the same, the payment of any other liens or charges and expenses for any other corporate purposes; (b) for the creation of such reserve or reserves for future maintenance and such reserve for contingencies as may seem proper; and (c) for the payment of or establishment of a reserve for any obligations, liabilities incurred, even though incurred during a prior period, or to be incurred.

(ii) The Board of Directors of the Association may, from time to time, by a resolution adopted at any general or special meeting, establish an estimate and fix general charges and assessments or modify any estimate or estimates previously made, and increase or diminish the amount previously estimated as cash requirements of the Association for any year or portion thereof, and increase or diminish the amount of general charge and assessment provided that no such determination by the Board of Directors shall have any retroactive effect on the amount of charge or assessment payable by any owner for any period elapsed prior to the date of such determination.

(2) The general charge and assessment levied against each such dwelling unit shall be based upon the number of persons residing in each such dwelling unit. Such general charges and assessments shall be not less than One Dollar (\$1.00) per month per person and not more than Five Dollars (\$5.00) per month per person except upon the vote or written assent of two-thirds (2/3) of the members of the Association, provided, however, that vacant dwellings shall be assessed as if they had one occupant.

(b) Special Charges, Assessments and Liens. The special charges and assessments and the liens securing the same provided for in this subsection (b) shall be fixed, levied and enforced in, and to the same effect, as the general charges and assessments provided for in subsection (a) of this section 3. Provided, however, that any such special charges and assessments shall be and are payable in full on the first day of the second calendar month next after the date the same shall be affixed and established by the Board of Directors of the Association.

(1) The Board of Directors may annually or more often fix and establish special charges and assessments against any dwelling unit to defray the cost of such clean-up work as may be necessary in accordance with the provisions of subsection (c) of section 1 of this Article V, provided that the charges and assessments collected from the owners thereof shall be in such amount as shall have been expended solely for the cleaning-up and keeping in good order of such site.

(2) The Board of Directors of the Association shall have the power to levy special charges and assessments against individual dwelling units to defray expenses of the Association incurred in the fulfillment of its powers and duties provided for herein, which said costs and expenses shall have been incurred for the benefit of such individual dwelling units or shall have been occasioned by the fault or neglect of the owners thereof.

(c) Collection and Expenditure of Charges and Assessments. Except as may be hereinafter provided, the Association shall have the sole authority to collect and enforce the collection of all charges and all assessments provided for in this Article V, and may, in addition to such charges and assessments, charge and assess costs, penalties and interest for late payment and nonpayment thereof - costs may include reasonable attorney's fees - and to expend all monies collected from such charges, assessments, costs, penalties and/or interest for the payment of expenses and costs of carrying out the rights and powers of the Association as provided for in this Declaration and/or in the Articles of Incorporation and/or in the By-Laws of the Association.

(d) Delinquency of Charges and Assessments. Thirty (30) days after any general or special charge or assessment shall be due and payable and unpaid or not otherwise satisfied, the same shall be and become delinquent and shall so continue until the amount of said charge and assessment, together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied.

(e) Notice of Delinquency. At any time after any general or special charge and assessment against any dwelling unit has become delinquent, the Association may record a Notice of Delinquency as to such dwelling unit, which notice shall state therein the amount of such delinquency and the interest, costs (including attorney's fees) and penalties, which have accrued thereon, description of the dwelling unit against which the same has been assessed, and the name of the record or reputed owner thereof, and such notice shall be signed by an officer of the Association provided.

that upon the payment of said charges, assessments, interests, penalties and costs in connection with which such notice has been so recorded or other satisfaction thereof, the Association shall record a further notice stating the satisfaction and release of the lien thereof.

(f) Attachment of Lien. Immediately upon the recording of any Notice of Delinquency pursuant hereto, the amounts of the delinquency set forth therein and the interest, costs and penalties accrued and accruing thereon, shall be and become a lien upon the dwelling unit described therein, which lien shall continue until the amount of such delinquency and the interest, costs and penalties accrued thereon have been fully paid or otherwise satisfied or the lien foreclosed as provided for herein.

(g) The Enforcement of Liens. Each lien established pursuant to the provisions of this declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed as and in the same manner as is provided for the foreclosure of a mortgage upon real property by the laws of the State of California at the date of the commencement of such foreclosure action. Interest shall accrue at the rate of seven percent (7%) per annum upon all unpaid charges or assessments from the date of delinquency. In any action to foreclose any such lien the Association shall be entitled to costs, including reasonable attorney's fees and such penalties for delinquent charges and assessments as shall have been established by the Board of Directors of the Association.

(h) Reservation of Assessment Liens. Declarant, as to the property covered by the Declaration and each dwelling unit embraced therein has established and does hereby establish, reserve and impose a lien thereon securing each charge and each assessment provided for by this Article V, together with said costs, penalties and interest, and Declarant does hereby assign to the Association the right to collect and enforce the collection of the same in accordance with and subject to the limitations contained in each of the provisions of this Declaration.

(i) Mortgage Protection. Notwithstanding all other provisions hereof:

(1) The liens created hereunder upon the interest of any dwelling unit shall be subject and subordinate to, and shall not affect the rights of a holder of an indebtedness secured by any mortgage or Deed of Trust upon such interest made in good faith and for value which said mortgage or Deed of Trust had been recorded prior to the recording of a Notice of Delinquency (as provided in Paragraphs (e) and (f) of this Section 3), provided that after the foreclosure of any such mortgage or Deed of Trust there shall be a lien upon the interest of that purchaser at such foreclosure sale to secure all assessments and charges whether general or special assessed hereunder to the purchaser as an owner after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the same manner as provided herein.

(2) No amendment to this Section 3 shall affect the rights of the holder of any such mortgage or Deed of Trust recorded prior to recordation of such amendment who does not join in the execution thereof.

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ENFORCEMENT

Section 1. Enforcement: The Association, Declarant, or any owner or owners shall have the right and power to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration and/or by conveyance, lease or contracts of sale upon said property covered by this declaration or any portion thereof except as provided to the contrary in the instrument creating the same, provided that such right and/or power of the Association shall not be exclusive unless expressly so provided and when not exclusive, may be exercised severally or jointly with Declarant and/or any owner or owners.

Section 2. Nuisances and Violations of Provisions: Every act or omission whereby any restrictions, condition or covenant in this declaration set forth or to which the said property or any portion is subject is violated in whole or in part is declared to be and shall constitute a nuisance and may be enjoined or abated by the Association and/or Declarant. Each remedy provided for in this declaration shall be cumulative and not exclusive.

ARTICLE VIIDURATION OF RESTRICTIONS

Section 1. Duration of Restrictions: All of the restrictions, conditions, covenants, reservations, liens and charges set forth in this declaration shall continue and remain in full force and effect at all times against said property covered by this declaration, and each part thereof, and the owners thereof, subject to the right to amend, change, modify and terminate provided for in Section 2 of this Article VII for a period of twenty-one (21) years from the date hereof. Provided, however, that all of said restrictions, conditions, covenants, reservations, liens and charges in this declaration contained which are subject to expiration as the same are in force immediately prior to such expiration shall continue automatically 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 any said expiration date there shall be recorded a written agreement executed by the then record owners (including mortgagees under recorded mortgages and trustees and beneficiaries under recorded trust deeds) of more than three-fourths (3/4) of the lot ownerships or apartment ownerships embraced within the property covered by this declaration exclusive of property owned by the Association by the terms of which agreement any or all of said restrictions, conditions, covenants, reservations, liens and charges are changed, modified or extinguished in whole or in part as to all or any part of the property subject thereto. In the event that any such written agreement or change or modification shall be duly executed and recorded as provided herein, the restrictions, conditions, covenants, reservations, liens and charges as changed or modified thereby shall continue in force for successive periods of ten (10) years from and after the date of said change or modifications unless and until further changed, modified or extinguished in the manner above provided.

Section 2. Modification of Restrictions:

(a) Method of Modification. Amendment, change, modification, or termination of all or any of the restrictions, conditions, covenants, reservations, liens or charges set forth in this declaration (and as the same may be incorporated in any deed, contract of sale or lease) may be made and effected from time to time by written

instrument duly executed by the owners of three-fourths (3/4) of the lot ownerships or apartment ownerships, and then recorded.

(b) Consent of Members Required: Notwithstanding anything to the contrary contained herein, no modification of any of the provisions contained herein relative to the Oakmont Village Association shall be effective unless consented to by three-fourths (3/4) of the members of said Association.

(c) Consent of Mortgagees, Trustees and Beneficiaries. "Owner", "Record Owner", and "Owner of Record Title", and the plural of each of said terms as used in this Section 2 shall include not only the persons designated in Paragraph 10 of Article II hereof, but also each mortgagee, beneficiary and trustee under a trust deed appearing of record shall be deemed an owner of land covered by his mortgage, trust deed, lease or contract of sale with rights under this Section 2 equal to those of the owners.

## ARTICLE VIII

### MISCELLANEOUS

Section 1. Acceptance of Provisions by Grantees: The Association and each grantee hereafter of any part or portion of the property covered by the declaration, and any purchaser under any contract of sale or lessee under any lease covering any part or portion of such property accepts the same, subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association, the Architectural Committee and Declarant provided for in this declaration.

Section 2. Conclusiveness of Records: For the purpose of making a title search upon guarantying or insuring title to any lot, or lot ownership, or apartment ownership, or interest therein, or lien, or mortgage, or trust deed thereon embraced within the property and for the purpose of protecting purchasers and/or encumbrancers in good faith and for value or for any other lawful purpose or purposes:

(a) As to any act or non-act of the Association, its departments, committees or agents (excepting the Architectural Committee) and/or as to performance or non-performance of any act of any owner of any lot, or lot ownership embraced within the subject property or of any interest therein or lien or mortgage or trust deed thereon, including but not limited to the payment of any dues, fees, charges or assessments, interests, costs and penalties, a certificate as to any matters contained in the records of the Association certified by the Secretary thereof shall be conclusive proof as to all matters shown by such certificate.

(b) As to any act or non-act of Declarant, a certificate as to any matters contained in the records of Declarant certified by Declarant or his duly authorized agent shall be conclusive proof as to all matters shown by such certificate.

(c) As to any act or non-act of the Architectural Committee a certificate as to any matters contained in the records of the Architectural Committee certified by any two (2) members thereof shall be conclusive proof as to all matters shown by such certificate.

Section 3. Construction and Validity of Restrictions: All of said restrictions, conditions, covenants, reservations, liens and charges contained in this declaration shall be construed together, but if it shall at any time be held that any one (1) or more of such restrictions, conditions, covenants, reservations, liens or charges or any part thereof is invalid or the same shall for any reason become unenforceable, no other restriction, condition, covenant, reservation,

lien or charge or any part thereof shall thereby be affected or impaired.

Section 4. Assignment of Powers: Any and all of the rights and/or powers of Declarant provided for in this declaration and/or modification and/or amendment thereof may be delegated, transferred, assigned, conveyed or released by Declarant to a corporation or corporations owned or controlled by Declarant or to the Association, and the Association shall accept the same upon the recording of a Notice thereof, and the same shall be effective for the period and the extent stated therein.

Section 5. Waiver: The failure by the Association and/or Declarant and/or any owner of any property covered by this declaration or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, covenant, reservation, lien or charge.

Section 6. Titles: All titles used in this declaration, including those of Articles, Sections and Sub-sections, are intended solely for the convenience of reference, and the same shall not, nor shall any of them, affect that which is set forth in such articles, sections, or sub-sections, nor any of the terms or provisions of this Declaration nor the meaning thereof.

Section 7. Singular and Plural, Masculine and Feminine: The singular shall include the plural, and the plural the singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

Section 8. Successor In Interest: Reference herein to either the Association or Declarant shall include each successor to the affairs of such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds. The right is hereby granted to Declarant to delegate any or all of the rights, powers and authorities herein reserved to Declarant to any person, firm or corporation. Any such delegation shall be made in writing and recorded in the Office of the County Recorder of Sonoma County. Any such delegation can be revoked by recording a Notice of Revocation in the Office of the County Recorder of said County.

Section 9. Agreement with Oakmont Builders, Inc.: That certain Agreement by and between OAKMONT VILLAGE ASSOCIATION and OAKMONT BUILDERS, INC., dated April 10, 1964, together with the Addendum thereto dated February 7, 1966, both of which have been recorded as a single document as Instrument No. J-90063 in Book 2197, page 517, of the Official Records of Sonoma County on March 29, 1966, as amended by an agreement dated March 11, 1971, and recorded April 9, 1971, in Book 2526, page 141 of the official records of Sonoma County, together with an amendment to said agreement dated January 30, 1973, and recorded on June 20, 1973, in Book 2774, page 63, of the official records of Sonoma County and such other amendments as may thereafter be approved by the members of the Association, are hereby incorporated herein and are made a part hereof by reference with the same effect as though set forth in full herein.

#### ARTICLE X

##### EASEMENTS, RIGHTS OF WAY AND COMMUNITY FACILITIES

Section 1. Reservations: Declarant hereby specifically reserves unto itself, its successors and assigns from said property covered by this Declaration, easements and rights of way on, over, under,

across and along parcels or strips of land to be described in a Declaration of Easements to be executed by Declarant, which shall be recorded subsequently to the recording of this Declaration (whether one or more Declarations of Easements to be in the discretion of Declarant) and the use of such easements and rights of way and if approved by Declarant, the use of any other parcels or strips of land used for any of the uses and purposes designated in the following Section 2 of this Article (notwithstanding anything to the contrary in this Declaration contained) shall not be restricted by the provisions of this Declaration and each of said parcels and strips of land may be used for the said hereafter set forth uses and purposes.

Section 2. Uses and Purposes of Easements and Rights of Way:

(a) The easements, rights of way, parcels and strips of land referred to in Section 1 of this Article X, unless expressly provided to the contrary in any such Declaration of Easements, are reserved for the purpose of constructing, erecting, operating and maintaining thereon, therein and thereunder (1) roads, streets, walks, driveways, parkways and park area; and (2) poles, wires, and conduits for the transmission of electricity for lighting, heating, power, telephone, television and other purposes and for the necessary attachments in connection therewith; and (3) public and private sewers, storm water drains, land drains and pipe, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection with the foregoing.

(b) The easements and rights of way referred to in this Article X and/or in any such Declaration of Easements are and each of them is and shall be reserved unto Declarant, its successors and assigns with such rights and authority in connection therewith as set forth in this Declaration and/or in any such Declaration of Easements or in either or any of them, and such right and authority shall include but not be limited by the right at any time and from time to time to convey all or any part of said easements and rights of way to others and/or to dedicate the same or any of them or any part thereof to the public.

Section 3. Additional Easements: In addition to easements and rights of way reserved and/or provided for in this Declaration and/or in any of said Declarations of Easements, Declarant may also reserve such future and additional easements and rights of way as may be proper in any deed or conveyance covering any part of portion of subject property.

Section 4. Community Facilities:

(a) Certain areas embraced within the property covered by this Declaration may from time to time be designated by Declarant for use for some or all of the community facilities referred to in this Declaration by then recording an instrument or instruments executed by Declarant and describing such area or areas and stating the community facilities for which the same are to be used, and from the date of such recording, such area or areas may be used for the community facility purposes for which the same have been so designated.

(b) Areas embraced within the property covered by this Declaration may also be specifically designated by Declarant from time to time as areas not to be used for any community facility or not to be used for certain community facilities, and such designation may be made by an instrument or instruments executed by Declarant and recorded, describing such areas and stating the community facilities for which the same shall not be used.



ARTICLE XIANNEXATION OF ADDITIONAL PROPERTY

Upon the recording of any declaration of protective restrictions containing provisions as are more particularly set forth hereafter in this Article XI, which declaration covers real property situated in the County of Sonoma, State of California, and which declaration is executed by Declarant, his successors and assigns, or is executed by any other person or persons and is approved by Declarant either in writing attached thereto and recorded therewith or in a writing recorded subsequent thereto and in which declaration the Association is named, the Association shall have and shall accept and exercise jurisdiction thereover and the improvements thereon (whether there be one or more of such declarations) and in each such case or instance, the Association shall have the power and authority and duty to do and perform all of the acts and fix, impose and collect all charges and assessments from owners of lots, lot ownerships, apartment ownerships or condominiums in said real property as may be provided for in such declaration of restrictions; provided, however, that each of such declarations covering the said real property, unless otherwise approved by the Association and Declarant, shall contain provisions which impose restrictions, conditions, reservations, covenants, liens and charges like in every material respect to those set forth in the following enumerated articles of this declaration:

- Article II
- Article III, except that the age limits may be changed
- Article IV, except that the names of persons set forth in sub-paragraph (a) of Section 2 thereof may be different
- Article V
- Article VI
- Article VII
- Article VIII
- Article IX
- Article X

with such variations as may be required by reason of differences in time or dates and/or differences in ownership and/or conditions between the property covered by such new declarations and the property which is the subject of this declaration.

ARTICLE XIISALE OF COMMUNITY FACILITIES

In the event the community facilities owned or to be owned by Oakmont Village Association (which said facilities shall have been acquired by Oakmont Village Association from Declarant or either of them without cost to Oakmont Village Association) shall be sold or transferred by Oakmont Village Association, whether said sale or transfer shall be voluntary or involuntary, or by virtue of condemnation proceedings commenced and/or prosecuted by any governmental authority prior to the time when Declarant shall have sold one thousand two hundred fifty (1,250) houses and/or apartments to persons who have become members of Oakmont Village Association by virtue of recorded Deed Restrictions or otherwise, the proceeds of said sale, or transfer, shall be paid to Oakmont Village Association and to H. N. Berger and Frances C. Berger in the following proportions:

- (a) To Oakmont Village Association that portion of said proceeds which shall bear the same ratio to the whole thereof as the number of houses and/or apartments sold by Declarant to persons

