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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
FOUNTAIN GROVE MEADOWS

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OF  
FOUNTAIN GROVE MEADOWS

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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF

FOUNTAIN GROVE MEADOWS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOUNTAIN GROVE MEADOWS ("Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 1992, by NORMAN E. SHINABARGAR and BARBARA L. SHINABARGAR, FOUNTAIN GROVE MEADOWS, LTD., a California limited partnership and OPAL M. SHINABARGAR, TRUSTEE U/T/A DATED April 17, 1989 (all referred to herein as "Declarant").

ARTICLE I

INTENTION OF DECLARATION

1.1. PROPERTY OWNED BY DECLARANT. Declarant is the owner of all the real property and improvements thereon located in the County of Sonoma, State of California, described as follows:

- A) Lots 1 through 8, inclusive, as shown on the subdivision map entitled "Fountain Grove Meadows Subdivision" filed for record on 8-24, 1992, in Book 498 of Maps at Pages 31-36 in the Official Records of the County of Sonoma, State of California.
- B) Lot 8, as shown on Map of Hidden Hills Estates No. 4, recorded June 5, 1980 in Book 308 of Maps at Pages 1, 2, 3 and 4 in the Official Records of the County of Sonoma, State of California.

1.2. NATURE OF PROJECT. Declarant intends to develop the project as a residential subdivision; and therefore, Declarant desires to impose on the project these mutually beneficial restrictions and easements, and to provide for the repair, maintenance, replacement and reconstruction of common improvements, under a general plan of improvement and development for the benefit of all of the owners and lots within the project.

1.3. APPLICABILITY OF RESTRICTIONS. Declarant hereby declares that the project and all improvements thereon are subject to the provisions of this Declaration and shall constitute the project. The project shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and easements stated in this Declaration. All such covenants, conditions, restrictions and easements are declared to be in furtherance of the plan for the subdivision, improvement and sale of the project. All of the

limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall run with the project and shall inure to the benefit of and be binding on all owners and all other parties having or acquiring any right, title or interest in any part of the project.

## ARTICLE II

### DEFINITIONS

Unless the context clearly indicates a different meaning, the terms used in this Declaration, the map, and any grant deed to a lot shall have the meanings specified in this Article.

2.1. COMMON IMPROVEMENTS. The term "Common Improvements" shall mean Meadow Grove Road, pedestrian walkways, entrance gate, any group mailbox at the entrance gate, any common fire protection systems and any landscaped areas adjacent to such Common Improvements in the project.

2.2. COUNTY. The term "County" shall mean the County of Sonoma, State of California.

2.3. DECLARANT. The term "Declarant" shall mean Norman E. Shinabargar, Barbara L. Shinabargar and Fountain Grove Meadows, Ltd. The term "Declarant" shall also mean successors in interest of Declarant, if (i) such successor(s) in interest acquires all or any portion of Declarant's interest in the project for the purpose of development and/or sale, and (ii) a certificate signed by Declarant has been recorded in the County in which the successor(s) in interest assumes the rights and duties of Declarant to the portion of the project so acquired. There may be more than one Declarant.

2.4. DECLARATION. The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of Fountain Grove Meadows and any amendments hereto.

2.5. IMPROVEMENTS. The term "Improvements" shall mean buildings, facilities, driveways, fences, gates, walls and other structures or improvements and landscaping installed, constructed or to be installed or constructed upon property subject to this Declaration.

2.6. LOT. The term "Lot" shall mean each lot that is subject to this Declaration.

2.7. MAP. The term "Map" shall mean the Fountain Grove Meadows Subdivision Map recorded on Aug 24, 1992, in Book 498 of Maps at Pages 31-36, et. seq., in the Official Records of Sonoma County, California, creating Lots 1 through 8 and any subdivision map subsequently recorded which creates additional

lots in Fountain Grove Meadows Subdivision.

2.8. OWNER. The term "Owner" shall mean the holder of record fee title to a Lot, including Declarant as to each Lot owned by Declarant. If more than one person owns a single Lot, the term "Owner" shall mean all owners of that Lot. The term "Owner" shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude any person having an interest in a Lot merely as security for performance of an obligation.

2.9. PROJECT. The term "Project" shall mean Lot 8 as described in Section 1.1(B) (and as it may be further subdivided), Lots 1 through 8 as shown on the Map, and additional lots intended to be developed in Phase II (Lots 9 through 17) and Phase II (Lots 18 and 19, and as they may be further subdivided) of the Fountain Grove Meadows Subdivision.

2.10. RESIDENCE. The term "Residence" shall mean a dwelling unit designed for human occupancy.

### ARTICLE III

#### RESTRICTIONS

3.1. CONFORMITY WITH COUNTY ORDINANCES. All construction, landscaping and alterations performed on Lots must comply with the applicable laws of the State of California and the ordinances of the County. If there are conflicts between the two, the most restrictive regulation shall apply.

3.2. BUILDING ENVELOPES. All Improvements, except septic systems approved by the County of Sonoma, shall be constructed within the building envelopes as shown on the Map, unless approved by the Architectural Committee and any other necessary governmental agencies.

3.3. SEPTIC SYSTEMS. All private sewage disposal systems, whether consisting of "filled-in land", "shallow sloping", "mound", "pressure distribution" or a combination thereof, must be designed by a registered civil engineer or registered sanitarian.

3.4. RESIDENCE PURPOSES. All Lots in the Project shall be used for private Residence purposes only and no structure shall be erected or placed on any Lot which shall be designed or used for any purpose other than a detached single family dwelling and uses appurtenant thereto. No main single family dwelling having a floor area of less than 2,000 square feet shall be erected, placed, constructed, altered or permitted to remain on any Lot. Any area in open porches, terraces, decks, stoops, and the like, not entirely enclosed by property walls, or attached garages, shall not be included in such "floor area".

3.5. ANTENNAS AND SIMILAR STRUCTURES. Antennas, satellite dish antennas, solar collectors and other similar structures shall be made to be as inconspicuous as possible from the road and from other Lots, especially from the building envelopes of other Lots. No communication towers, poles or any other conspicuous structures which would detract from the natural terrain will be permitted.

3.6. COMMERCIAL ACTIVITIES. No trade, craft, profession, manufacturing, commercial enterprise or business activity of any kind shall be carried on or conducted upon any Lot or within any building located on this Subdivision, except home occupations that are merely incidental to the use of the Lot as a dwelling, are permitted by local law, and are conducted in such a manner so as not to adversely affect other Owners' use and enjoyment.

3.7. ANIMALS. 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. No livestock, including but not limited to, cattle, sheep, horses and goats may be maintained on any Lot.

3.8. TREES. It is understood by purchase of any Lot in the Project that the aesthetic nature of the Subdivision is one of a wooded area. In accord with said purpose, it is understood and agreed that no live trees growing on the land at the time of the sale shall be cut and removed from the land unless necessary for the construction of a house, garage, or adjoining walkways and driveways thereon. Judicious thinning of trees will be allowed for the purpose of fire protection.

✓ 3.9. FENCING. All fencing must meet with the approval of the Architectural Advisory Committee. No cyclone fences shall be erected on any Lot. No solid fence shall be built to surround the perimeter of a Lot so as to break the natural contour and landscape of the area. This by no means is to preclude limited partial fencing for privacy, swimming pools and other fencing enhancing the aesthetic value of the landscape as a wooded area.

3.10. HUNTING, FIREARMS AND VEHICLES. No hunting shall be permitted. No firearms shall be discharged except in the case of an emergency. No motorized vehicle shall be operated unless a street legal muffler is installed. The continued use of a vehicle solely for the purpose of pleasure but creating a nuisance, either noise, dust or in any other way, shall not be permitted.

3.11. ARCHAEOLOGICAL MATERIALS. If archaeological indicators or human remains are uncovered on site during construction, construction shall be temporarily halted and a qualified archaeologist and the County Planning Department shall be consulted.



3.12. MAILBOXES. Except as installed by Declarant or approved by the Architectural Committee, there shall be no exterior newspaper tubes or freestanding mailboxes placed on any Lot.

3.13. SIGNS. All signs displayed in the Project shall be attractive and compatible with the design of the Project and shall comply with all applicable ordinances. The only signs of any kind which may be displayed to the public view on or from any Lot in the Project shall be as follows: (i) one (1) sign of reasonable dimensions may be placed on a Lot advertising the Lot for sale or rent; (ii) signs may be displayed by Declarant on unsold Lots, as Declarant deems appropriate, advertising such Lots for sale or rent; (iii) appropriate signs may be displayed to identify the Project; and (iv) signs required by legal proceedings may be displayed.

3.14. STORAGE. All vehicles, recreational vehicles, boats, motor homes, trailers, drying laundry, garden tools and supplies, above ground gas tanks, garbage containers, trash, unused building materials and trash or garden cuttings shall be placed or stored so as not to be visible from any roadway or any adjacent Lot.

3.15. TRASH AND WASTE MATERIALS. All garbage, trash and accumulated waste material and debris shall be placed and stored in covered containers and properly disposed of and in no event shall it be placed or permitted to remain where it is visible from a roadway or a neighboring Lot.

3.16. DAMAGED RESIDENCES AND/OR LOTS. If all or any portion of a Lot or Residence is damaged by fire or other casualty, the Owner shall either (i) restore the damaged Improvements or (ii) remove all damaged Improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration under (i) above must be performed so that the Improvements are in substantially the same condition in which they existed prior to the damage, unless the provisions of Article IV are complied with by the Owner. The Owner must commence and complete the work within one (1) year from the date the damage occurred.

3.17. ENTRY GATES AND ADDRESS SIGNS. Except as installed originally by Declarant, entry gates and address signs must be approved by the Architectural Committee.

3.18. OFFENSIVE CONDUCT, NUISANCES. No offensive activities shall be carried on or within the Project which become an annoyance or nuisance to other Owners or that in any way interferes with the quiet enjoyment of the Owners of their property.

## ARTICLE IV

### GRANT OF EASEMENTS AND MAINTENANCE OF COMMON IMPROVEMENTS

#### 4.1. EASEMENTS AND RIGHT OF USE.

4.1.1. ROAD AND UTILITIES. Non-exclusive easements appurtenant to the Lots are hereby granted to each Owner of a Lot over, under and across the Lots on Meadow Grove Road as shown on the Map for ingress and egress by vehicles and pedestrians, and to install, maintain and replace utilities pipes, lines, wires and conduits which serve that Owner's Lot; provided, however, that each Owner shall repair any damage to the road (including any paved surface) resulting from the Owner's installation or repair of such pipes, lines, wires or conduits.

4.1.2. PEDESTRIAN WALKWAYS. Non-exclusive easements appurtenant to the Lots are hereby granted to each Owner of a Lot, their tenants, guests and invitees over and across the Lots on the pedestrian walkway that runs adjacent to Meadow Grove Road for use by pedestrians, bicyclists and similar uses.

4.1.3. FIRE PROTECTION. Water storage is proposed on each Lot or in central storage subject to review and approval of the fire district having jurisdiction thereof. Non-exclusive easements appurtenant to the Lots are hereby granted to each Owner of a Lot and their tenants, over and across the Lots to allow access to and use of any central water storage for fire protection as shown on the Map for the purpose of protecting Improvements and Common Improvements in the Project from fire or the threat of fire. Each Owner of a Lot shall fully comply with county and state laws, ordinances or regulations related to fire protection and prevention, in order to minimize the threat of fire in the Project.

4.2. MAINTENANCE AND COMMON IMPROVEMENTS. The Owners shall maintain, repair, and when necessary, replace and reconstruct all of the Common Improvements and shall have the right to ensure that all Owners are in compliance with county and state laws, ordinances and regulations related to fire protection and prevention ("Maintenance"). The paved surface of the road and the surface of the pedestrian walkways shall be maintained in good, safe and usable condition in good repair. All of the Common Improvements shall be maintained in good condition and in compliance with all applicable state, county and local laws, ordinances, and regulations. Maintenance as defined in this Section shall be required when determined by a majority of Owners pursuant to the procedures set forth in Section 4.3 or by an arbitrator as provided in Section 4.3. Any Maintenance required as a result of the omission, willful or negligent act of an Owner, or his or her family, contract purchasers, lessees, or tenants, or any of their licensees, guests or invitees shall be the responsibility and at the cost of the Owner to whom the omission, willful or negligent

act is attributed.

#### 4.3. MEETINGS.

4.3.1. CALLING OF MEETINGS. A meeting of the Owners may be called at any time by the request of any one or more of the Owners; provided, however, that a meeting may not be called within thirty (30) days of a previously held meeting unless at least a majority of the Owners request the meeting. All requests shall be in writing, shall specify the general nature of the business proposed to be transacted, and shall be mailed postage prepaid first class or hand delivered to all Owners. The request shall also set forth the location where the meeting will be held (which must be within ten (10) miles of the Project), and the date and time for such meeting, which date shall not be less than fifteen (15) days (unless the Common Improvements have been damaged by an act of God) nor more than sixty (60) days following the date of the request.

4.3.2. QUORUM; ADJOURNED MEETINGS. The presence at a meeting of Fifty Percent (50%) of the Owners shall constitute a quorum for the transaction of business and for any action. In the absence of a quorum, any Owner present at the meeting may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not fewer than five (5) days nor more than thirty (30) days from the original meeting date. The quorum for any such adjourned meeting shall be Thirty Percent (30%) of the Owners. Notice of the time and place of the adjourned meeting shall be mailed postage prepaid first class to all Owners at least five (5) days before the adjourned meeting, or hand delivered at least three (3) days before the adjourned meeting.

4.3.3. DETERMINATION OF NEED FOR MAINTENANCE. At a meeting called pursuant to this Article, the Owners shall determine by a majority vote of those present constituting a quorum (based on one (1) vote for each Lot owned) when any of the Common Improvements need maintenance, repair or replacement. Within thirty (30) days after such determination (ten (10) days in the event the Owners vote that urgent conditions require immediate Maintenance), the Owners shall hire and pay for all labor and materials necessary to so maintain the Common Improvements. If for any reason, diligent efforts to commence or accomplish the Maintenance within such period have not begun within said period of time, any Owner may hire and pay for all labor and materials necessary to so maintain the Common Improvements and bill the other Owners for their pro-rata share of the costs of such Maintenance; provided, however, that no Owner shall hire or pay for any labor or materials without first providing all Owners with ten (10) days written notice of its intention to do so.

4.4. ALLOCATION OF COSTS OF MAINTENANCE. The costs of Maintenance as defined in Section 4.2 above shall be shared equally by the Owners of the Lots based on the total number of Lots owned by each Owner, except as provided in Section 4.2 regarding omissions, willful or negligent acts.

## ARTICLE V

### ARCHITECTURAL CONTROL

5.1. ARCHITECTURAL COMMITTEE. All architectural review shall be performed by an Architectural Committee of three (3) persons, at least one (1) of which shall be an architect or designer of single family dwellings. The name and addresses of the initial members of the Architectural Committee shall be:

- A. Norman E. Shinabargar  
2720 Riebli Road  
Santa Rosa, CA 95404
- B. Barbara L. Shinabargar  
2720 Riebli Road  
Santa Rosa, CA 95404
- C. David Columbo  
COWAN & ASSOCIATES  
2833 Dowd Drive  
Santa Rosa, CA 95407

If a member of the Committee resigns, the vacancy shall be filled by the remaining members. Upon the sale of the last Lot in the Project to be sold by Declarant, all of the initial members of the Architectural Committee who have not yet resigned will automatically be deemed to have resigned. If all members of the Architectural Committee resign simultaneously, then the new members shall be elected by the Owners. There shall be only one (1) vote cast for each Lot in the Project. The Architectural Committee is not intended to be an "association" as that term is defined in Section 1351(a) of the California Civil Code and the Committee shall have no power to levy assessments as described in Section 1366(a) of the California Civil Code. The Architectural Committee shall act in accordance with the provisions of this Article.

5.2. APPLICABILITY. Any Owner, except Declarant, who wishes to construct any Improvement on his Lot or to make any alteration or addition which will affect the exterior of his Residence or Lot is required to obtain the approval of the Architectural Committee pursuant to this Article prior to making any such alteration or addition. For purposes of this Section, the phrase "alteration or addition" does not include repainting, refinishing, repairing or replacing any Improvement with the same type and color of materials

as was originally used by Declarant in the construction of the Improvements. Any Owner who makes an alteration or addition for which approval is required without the prior approval of the Architectural Committee shall be deemed in violation of this Declaration; and the Architectural Committee, upon its own motion, shall proceed as though the Owner gave the notice of completion as specified in Section 5.9. Nothing in this Article shall be deemed to relieve any Owner from obtaining all consents and permits and otherwise complying with all applicable State and County laws and ordinances.

**5.3. DUTIES.** The Architectural Committee shall consider and act upon proposals and/or plans submitted pursuant to this Article. The Architectural Committee, from time to time and in its sole discretion, may adopt architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Project; provided, however, that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

**5.4. APPLICATION FOR APPROVAL OF IMPROVEMENTS.** Any Owner, except Declarant and its designed agents, who wants to perform any alteration or addition for which approval is required shall notify the Architectural Committee in writing of the nature of the proposed work, shall furnish such information as may be required by the Architectural Standards or reasonably requested by the Architectural Committee, and shall pay a review fee set by the Architectural Committee.

**5.5. BASIS FOR APPROVAL OF IMPROVEMENTS.** The Architectural Committee may approve the proposal only if the Architectural Committee finds that the plans and specifications conform to this Declaration and to the Architectural Standards in effect at the time the proposal was submitted.

**5.6. FORM OF APPROVAL AND DENIALS.** All approvals and denials shall be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing within forty five (45) days from the date of submission shall be deemed approved.

**5.7. PROCEEDING WITH WORK.** Upon approval of the Architectural Committee, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within six (6) months from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Architectural

Committee extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Architectural Committee finds that there has been no change in the circumstances under which the original approval was granted.

5.8. FAILURE TO COMPLETE WORK. Completion of the work approved must occur in the twenty four (24) month period following the approval of the work unless the Architectural Committee determines that completion is impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to complete the work within the twenty four (24) month period, the Architectural Committee shall proceed in accordance with the provisions of Section 5.9., below.

5.9. DETERMINATION OF COMPLIANCE. Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

5.9.1. INSPECTION. Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the Architectural Committee. If the Owner fails to give the notice of completion of work performed for which approval was required, the Architectural Committee may proceed upon its own motion.

5.9.2. DETERMINATION OF COMPLIANCE. Within sixty (60) days thereafter, the Architectural Committee shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Architectural Committee finds that the work was not performed in substantial compliance with the approval granted or if the Architectural Committee finds that the approval required was not obtained, the Architectural Committee shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy the non-compliance.

5.10. FAILURE TO REMEDY THE NON-COMPLIANCE. If the Owner fails to remedy the non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the Architectural Committee shall have the right to proceed in accordance with Section 6.2.

5.11. WAIVER. Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing,

specification or matter subsequently submitted for approval.

5.12. ESTOPPEL CERTIFICATE. Within thirty (30) days after a determination of compliance is made pursuant to Section 5.9. and written demand is delivered to the Architectural Committee by any Owner, and subject to full payment of the review fee described in Section 5.4, the Architectural Committee shall record an estoppel certificate, executed by any two (2) members of the Architectural Committee, certifying that as of the date thereof, either: (a) the work completed complies with this Declaration or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Architectural Committee, Declarant and all Owners and such persons deriving any interest through any of them.

5.13. LIABILITY. If members of the Architectural Committee have acted in good faith on the basis of such information possessed by them, the Architectural Committee shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development of any property within the Project; or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

5.14. NON-APPLICABILITY TO DECLARANT. Declarant shall be exempt from the requirements of obtaining architectural approval from the Architectural Committee with respect to Lots owned by Declarant.

## ARTICLE VI

### AMENDMENT AND ENFORCEMENT

#### 6.1. AMENDMENTS.

6.1.1. PROCEDURE. Prior to the conveyance of the first Lot, this Declaration may be amended by Declarant alone. After the conveyance of the first Lot, this Declaration may be amended upon the vote or written consent of Fifty One Percent (51%) of the Owners (based on one (1) vote for each Lot); provided, however, that as long as Declarant owns any Lot in the Project, this Declaration may not be amended without the consent of Declarant. Any amendment shall be effective upon the recordation in the Official Records of the County of an instrument executed by any two (2) Owners which (i) sets forth the terms of the amendment and (ii) states that at least Fifty One Percent (51%) of the Owners approved the amendment.

6.1.2. CONSENT OF COUNTY. Notwithstanding anything contained in this Article or elsewhere in this Declaration to the contrary, Sections 3.2., 3.3. and 3.10. shall not be revoked, rescinded, modified or amended without first obtaining the written consent of the County by way of a resolution of its Board of Supervisors or a writing signed by the Director of the Planning Department. Any purported amendment of such Sections without obtaining the prior written consent of the County or without recording such consent together with the amendment shall be ineffective, void and unenforceable.

6.2. ENFORCEMENT AND NON-WAIVER.

6.2.1. RIGHT OF ENFORCEMENT. Any Owner shall have the power to enforce the provisions of this Declaration in any manner provided by law or in equity and in any manner provided in this Declaration. The provisions of this Declaration shall be equitable servitudes, enforceable by any Owner against any other Owner, tenant or occupant of the Project. Except as otherwise provided, Declarant or any Owner(s) shall have the right to enforce, in any manner permitted by law or in equity, any and all of the provisions of this Declaration upon the Owners or upon any property in the Project.

6.2.2. VIOLATION OF LAW. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and is subject to any or all of the enforcement procedures herein set forth.

6.2.3. REMEDIES CUMULATIVE. Each remedy provided by this Declaration is cumulative and not exclusive.

6.2.4. NON-WAIVER. The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration.

6.2.5. RIGHT OF COUNTY. In consideration of the approval by the County of the development of the Project, Declarant hereby covenants and agrees and each Owner of any Lot subject to this Declaration by the acceptance of any deed thereto, whether or not this agreement shall be so expressed in said deed, and all heirs, executors, administrators, assigns, and successors in interest of each such Owner is deemed to covenant and agree that the County shall be a third party beneficiary of these covenants, conditions and restrictions under the provisions of Section 1559 of the Civil Code with all rights attendant thereto.



Because Declarant believes the covenants, conditions and restrictions contained in this Declaration will inure to the benefit of the Owners, their surrounding neighbors, and the citizens of Sonoma County generally, it is appropriate that the County should be a party to the covenants, conditions and restrictions contained in this Declaration. Therefore, the provisions of this Declaration shall constitute a contract under California law between Declarant and each of its immediate successors in interest in each Lot. The contract shall run in favor of the County as third party beneficiary under Section 1559 of the Civil Code, and shall bind all the successors in interest of the Declarant to each Lot.

The County shall have the right, but not the obligation, to enforce the provisions of this Declaration. In the event the County exercises such right, it shall be entitled to recover any costs incurred by it in the enforcement of such provisions, including the right to recover reasonable attorneys' fees.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

7.1. TERM OF DECLARATION. This Declaration shall continue for a term of thirty five (35) years from its date of recordation. Thereafter, this Declaration shall be automatically extended for successive periods of five (5) years until a vote of Fifty One Percent (51%) of the Owners (based on one (1) vote for each Lot) determines that this Declaration shall terminate.

7.2. RESUBDIVISION. If any Lot is re-subdivided at any time by recording a final parcel map or final subdivision map, then each new lot created shall continue to be subject to the provisions of this Declaration and shall be a Lot for all purposes of this Declaration.

### 7.3. ANNEXATION PROCEDURES.

7.3.1. ANNEXATION OF OTHER REAL PROPERTY BY DECLARANT. Within six (6) years from the date of filing the Map creating Lots 1 through 8 of Fountain Grove Meadows Subdivision, Declarant may annex all or any part of any real property owned by Declarant to be subject to this Declaration. Declarant shall be under no obligation to develop additional phases described in Section 2.9 or to annex any additional real property and Declarant makes no representation with respect to whether or not such additional real property will ever be developed or annexed. This Paragraph shall not be amended without the written approval of Declarant.

A. ANNEXATION PROCEDURE. The annexation of any such property shall become effective, when, and only when, the last of each of the following events occurs:

1. The parcel to be annexed complies with applicable state and local subdivision laws.

2. Declarant shall have recorded a declaration of annexation, which may consist of more than one (1) document, and which shall, among other things, (a) describe the real property which is to be annexed, (b) set forth or refer to such additional covenants, conditions, restrictions and easements applicable to such property, (c) declare that such property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration, and (d) state that the provisions of Paragraph B below have been complied with.

**B. NO UNREASONABLE BURDEN.** Any annexation pursuant to this Section shall not result in an unreasonable diminution of the benefits to, or an unreasonable increase in the burdens upon existing Owners consistent with the phasing plan presented in the tentative subdivision Map filed with the Sonoma County Planning Department and the California Department of Real Estate at the time of application for the original Final Subdivision Public Report for the sale of Lots in Fountain Grove Meadows Subdivision. It is anticipated that the total number of Lots either subject to this Declaration or included in the first phase of development or hereafter annexed to the Project pursuant to this Section will be approximately 26 Lots. If the Architectural Committee determines that the proposed annexation would result in an unreasonable diminution of the benefits to or an unreasonable increase in the burdens upon the existing Owners, the Architectural Committee may, but is not obligated to, inform Declarant that there are conditions that if satisfied would alleviate the diminution or burden and allow the annexation to proceed. The annexation shall proceed only if such conditions are satisfied.

**C. EFFECT OF ANNEXATION.** Upon any such annexation becoming effective, the property thereby annexed shall become and constitute a part of the property subject to this Declaration.

**7.3.2. ANNEXATION OF ADDITIONAL REAL PROPERTY BY OTHERS.** Real property partially or wholly owned by persons other than Declarant may be annexed to and become a part of the property subject to this Declaration pursuant to the provisions of this Section.

**A. NO UNREASONABLE BURDEN.** Any annexation pursuant to this Section shall not result in an unreasonable diminution of the benefits to, or an unreasonable increase in the burdens upon existing Owners consistent with the phasing plan presented in the tentative subdivision Map filed with the Sonoma County Planning Department and the California Department of Real Estate at the time of application for the original Final Subdivision Public Report for the sale of Lots in Fountain Grove Meadows Subdivision. It is

anticipated that the total number of Lots either subject to this Declaration or included in the first phase of development or hereafter annexed to the Project pursuant to this Section will be approximately 26 Lots. If the Architectural Committee determines that the proposed annexation would result in an unreasonable diminution of the benefits to or an unreasonable increase in the burdens upon the existing Owners, the Architectural Committee may, but is not obligated to, inform the person requesting the annexation there are conditions that if satisfied would alleviate the diminution or burden and allow the annexation to proceed. The annexation shall proceed only if such conditions are satisfied.

**B. ANNEXATION PROCEDURE.** The annexation of any such property shall become effective in accordance with the following procedures:

1. All persons owning a fee simple interest or beneficial interest, other than as security for the performance of an obligation, in the property proposed to be annexed shall execute and acknowledge an offer of annexation: (a) describing the subject property, (b) offering annexation, (c) consenting to the application of this Declaration to said property, (d) declaring that said offer of annexation shall be irrevocable for a period of ninety (90) days from the date thereof, (e) designating any Common Improvements for the purpose of this Declaration, (f) setting forth in a declaration attached to the offer such additional or different covenants, conditions, restrictions, and easements, if any, which shall be applicable to said property, and (g) containing such additional information as the Architectural Committee may prescribe. Said offer shall be addressed to the Architectural Committee and shall be presented with the annexation fee set by the Architectural Committee, which shall not exceed its costs to review, present to the Owners, and decide upon the annexation application.

2. Within thirty (30) days after receipt of any such application for annexation, the Owners shall call a special meeting of the Owners to hear and consider the application for annexation. The Owners shall be notified in writing of the date chosen for the meeting which shall not be sooner than fifteen (15) days or more than sixty (60) days after the date of the notice. Such notice shall also be sent to the persons who executed the application for annexation. At such special meeting, the Architectural Committee shall hear and consider the views of any Owner or other interested person.

3. After hearing the views of all interested parties and considering the application for annexation, the Architectural Committee shall consider the proposal and, in its absolute discretion, make its determination upon the basis of the compatibility of the proposed annexation with the other portions of the property subject to this Declaration, the potential effect upon

existing Common Improvements of use by Owners in the proposed annexation area, the effect of additional Owners to share costs of maintenance and repair of Common Improvements, the compatibility of the restrictions proposed for the annexation area with the development which has occurred in the property subject to this Declaration and such other matters as the Architectural Committee may deem proper. The action of the Architectural Committee shall be by majority vote.

4. In the event the Architectural Committee approves the proposed annexation, the matter shall be voted upon by the Owners, but excluding those who executed the application for annexation. The election shall be held within thirty (30) days after the special meeting and at least ten (10) days' notice thereof shall be given to the Owners. Two-thirds (2/3) of the Owners voting in said election shall be sufficient to approve the annexation. In the event the Architectural Committee disapproves of the proposed annexation, the offer shall be of no further effect.

5. Upon conclusion of any such election, the Architectural Committee shall give written notice of the results thereof to all Owners and to all persons who executed the offer of annexation. If the proposed annexation shall be defeated, no portion of the property involved therein shall be made the subject of any subsequent annexation application for a period of one (1) year from the date of such election. If the annexation is approved, the Architectural Committee shall record a Declaration of Annexation setting forth the results of the election and the terms of the annexation within thirty (30) days after such approval. Upon recordation of said Declaration, the annexation shall become effective.

C. EFFECT OF ANNEXATION. Upon any such annexation becoming effective, the property annexed thereby shall become and constitute a part of the property subject to this Declaration.

7.3.3. PRESUMPTION OF VALID ANNEXATION. As to any person who in good faith acts or refrains from acting in reliance upon the apparent annexation of property pursuant to Section 7.3, as evidenced by the declarations or other documents recorded thereunder, it shall be conclusively presumed that all of the requirements of Section 7.3 have been complied with and that such property is properly annexed pursuant and subject to this Declaration.

7.4. INDEMNITY AND RIGHT OF CONTRIBUTION. Each Owner shall be liable for an equal share of all costs, damages, attorneys' fees, expenses and liabilities arising from injury to person or property occurring on the Common Improvements for which (i) any Owner is held liable by virtue of the fact that it is the Owner of the Common Improvements or the fact that the Owners failed to

adequately maintain the Common Improvements, or (ii) all Owners are held liable by virtue of their ownership of the Common Improvements or the fact that the Owners failed to adequately maintain the Common Improvements. Any Owner who pays greater than an equal share of such costs, damages, attorneys' fees, expenses and liabilities shall have a right of contribution against any Owner who has paid less than an equal share of such costs, damages, attorneys' fees, expenses and liabilities.

7.5. CONSTRUCTION OF PROVISIONS. The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a planned residential development.

7.6. BINDING. This Declaration shall be for the benefit of and be binding upon all Owners, their respective heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, tenants, encumbrancers, donees, grantees, mortgagees, lienors and assigns.

7.7. SEVERABILITY OF PROVISIONS. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

7.8. GENDER, NUMBER AND CAPTIONS. As used herein, the singular shall include the plural and masculine pronouns shall include feminine pronouns, where appropriate. The title and captions of each paragraph hereof are not a part thereof and shall not affect the construction or interpretation of any part hereof.

7.9. MORTGAGE PROTECTION. A breach of any of the conditions contained in this Declaration shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to any Lot in the Project; provided, however, that the conditions contained in this Declaration shall be binding upon and effective against any Owner of a Lot if the Lot is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first above written.

**DECLARANT:**

Norman E. Shinabargar  
Norman E. Shinabargar

FOUNTAIN GROVE MEADOWS, LTD.,  
A California Limited Partnership

Barbara L. Shinabargar  
Barbara L. Shinabargar

By Norman E. Shinabargar  
Norman E. Shinabargar,  
General Partner

Opal M. Shinabargar  
Opal M. Shinabargar, Trustee

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On this the 17<sup>th</sup> day of August, 1992, before me, the undersigned Notary Public, personally appeared NORMAN E. SHINABARGAR, personally known to me (proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

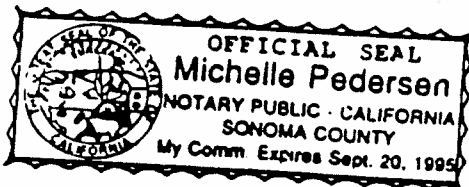


Michelle Pedersen  
Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On this the 17<sup>th</sup> day of August, 1992, before me, the undersigned Notary Public, personally appeared BARBARA L. SHINABARGAR, personally known to me (proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.



Michelle Pedersen  
Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On this the 17<sup>th</sup> day of August, 1992, before me, the undersigned Notary Public, personally appeared NORMAN E. SHINABARGAR, personally known to me (proved to me on the basis of satisfactory evidence) to be the general partner of the partnership that executed the within instrument and acknowledged to me that said partnership executed the same.

WITNESS my hand and official seal.

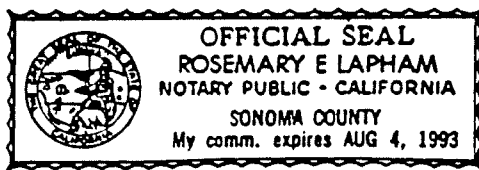


Michelle Pedersen  
Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On this the 1<sup>st</sup> day of SEPTEMBER, 1992, before me, the undersigned Notary Public, personally appeared OPAL M. SHINABARGAR, personally known to me (proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.



*Rosemary E Lapham*  
Notary Public





Recording Requested By:



1999 0071443

OFFICIAL RECORDS OF  
**SONOMA COUNTY**  
BERNICE A. PETERSON

AT REQUEST OF

When Recorded Mail To:

Barbara D. Gallagher, Esq.  
ANDERSON, ZEIGLER, DISHAROON,  
GALLAGHER & GRAY  
P.O. Box 1498  
Santa Rosa, CA 95402

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**DECLARATION OF ANNEXATION AND AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF FOUNTAIN GROVE MEADOWS**

This Declaration of Annexation is made by and between FOUNTAIN GROVE MEADOWS, LTD., a California limited partnership, DALE C. AND SANDRA M. HARTMAN, MICHAEL J. AND CATHERINE C. WRIGHT, SUSAN PAGANINI-GRADY, LEO J. HURLEY AND SUNNY M. DU PUIS, and WALTER AND DEBORAH WALTON.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Fountain Grove Meadows was recorded on September 30, 1992 as Document Number 1992 0121741 in the Official Records of Sonoma County (the "Declaration"); and

WHEREAS, it is intended that the terms used in this document shall have the same definitions as set forth in the Declaration; and

WHEREAS, the parties listed below own the following lots as shown on the subdivision map entitled "Fountain Grove Meadows Subdivision" filed for record on August 24, 1992, in Book 498 of Maps at Pages 31-36 in the Official Records of the County of Sonoma, State of California, and which are all subject to the terms, conditions, and restrictions of the Declaration:

Lot 1	100 Meadowcroft Way	Fountain Grove Meadows, Ltd.
Lot 2	108 Meadowcroft Way	Fountain Grove Meadows, Ltd.

Lot 3	116 Meadowcroft Way	Dale C. Hartman and Sandra M. Hartman
Lot 4	124 Meadowcroft Way	Michael James Wright and Catherine Cunningham Wright
Lot 5	132 Meadowcroft Way	Michael James Wright and Catherine Cunningham Wright
Lot 6	140 Meadowcroft Way	Susan Paganini-Grady
Lot 7	148 Meadowcroft Way	Leo J. Hurley and Sunny M. Du Puis
Lot 8	156 Meadowcroft Way	Walter Walton and Deborah Walton

Fountain Grove Meadows, Ltd. owns Lot 8, as shown on Map of Hidden Hills Estates No. 4, recorded June 5, 1980 in Book 308 of Maps at Pages 1, 2, 3, and 4 in the Official Records of the County of Sonoma, State of California, which is also subject to the terms, conditions, and restrictions of the Declaration.

In addition, Fountain Grove Meadows, Ltd. owns Lots 9 through 24, inclusive, as shown on the Tentative Maps for Phase 3 and Phase 4 of Fountain Grove Meadows Subdivision, and as more particularly described in Exhibit A attached hereto and incorporated by reference.

The above-described lots represent all of the lots comprising the Project as defined in Section 2.9 of the Declaration.

WHEREAS, the parties desire to amend the Declaration and to annex the real property described in Exhibit A to be subject to the terms, conditions, and restrictions of the Declaration.

NOW, THEREFORE, THE PARTIES DECLARE AND AGREE AS FOLLOWS:

1. The following sentence is hereby added to the end of Section 3.8 of the Declaration, Trees:

✓ "No tree exceeding eight (8) inches in diameter shall be cut and removed from the land without the prior approval of the Architectural Advisory Committee."

2. The following sentence is hereby added to the end of Section 3.9 of the Declaration, Fencing:

"The Architectural Advisory Committee shall strive to achieve consistency in the use of materials and relative placement of deer and other fencing to minimize the visual impact of the fencing and so as not to break the natural contour and landscape of the area."

3. Section 4.5 is hereby added to the Declaration:

**"4.5. Exception to the Provisions of this Article IV.** The Owners of Lots 19 and 20 access their lots from Riebli Road and do not have access to the use of the roads in the Project. Therefore, the Owners of Lots 19 and 20 shall not be subject to the terms, conditions, and restrictions set forth in this Article IV."

4. The first paragraph of Section 5.1 of the Declaration, Architectural Committee, shall be deleted and replaced in its entirety with the following:

"All architectural and other review contemplated by this Declaration shall be performed by an Architectural Advisory Committee consisting of three (3) persons, at least two (2) of which are Owners."

5. The first sentence of Section 7.3.1. shall be amended to read as follows:

"Within six (6) years from the date of filing the Map creating Lots 1 through 8 of Fountain Grove Meadows Subdivision, Declarant or the Owners of the Lots in the Project may annex all or any part of any real property owned by Declarant to be subject to this Declaration."

6. The real property described in Exhibit A is hereby annexed to and made part of the Project and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the terms, provisions, covenants, conditions, and restrictions of the Declaration, as amended herein and as hereafter may be further amended, which Declaration is incorporated by reference and made a part hereof. Such annexation complies with the requirements of Section 7.3 of the Declaration. The parties to this Declaration of Annexation and Amendment to the Declaration of Covenants, Conditions and Restrictions of Fountain Grove Meadows are all of the Owners of the Lots in the Project.

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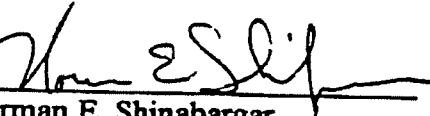
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7. This Declaration of Annexation and Amendment to the Declaration of Covenants, Conditions and Restrictions of Fountain Grove Meadows shall become effective upon the date of recordation.

FOUNTAIN GROVE MEADOWS, LTD.  
A California Limited Partnership

By   
Norman E. Shinabargar  
Its General Partner

\_\_\_\_\_  
Dale C. Hartman

\_\_\_\_\_  
Sandra M. Hartman

\_\_\_\_\_  
Michael James Wright

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Catherine Cunningham Wright

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Susan Paganini-Grady

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Leo J. Hurley

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Sunny M. Du Puis

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Walter Walton

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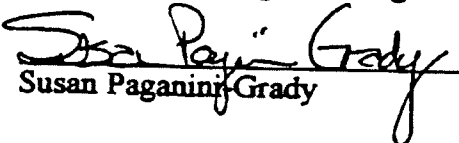
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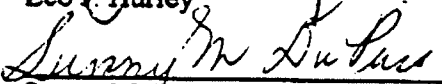
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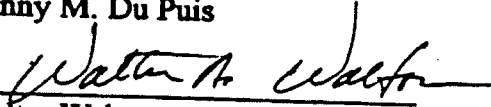
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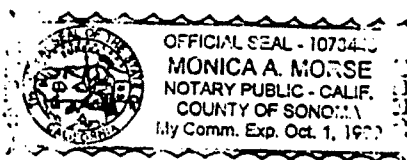
  
Walter Walton

  
Deborah Walton

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On 5-11- 1999, before me, the undersigned notary public, personally appeared NORMAN E. SHINABARGAR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



NORMAN E. SHINABARGAR

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On \_\_\_\_\_, 1999, before me, the undersigned notary public, personally appeared DALE C. HARTMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On May 12, 1999, before me, the undersigned notary public, personally appeared NORMAN E. SHINABARGAR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

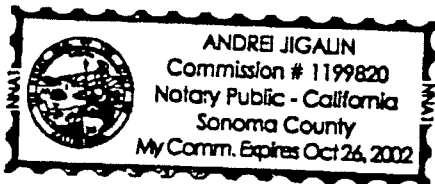
Witness my hand and official seal.

---

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On May 12, 1999, before me, the undersigned notary public, personally appeared DALE C. HARTMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

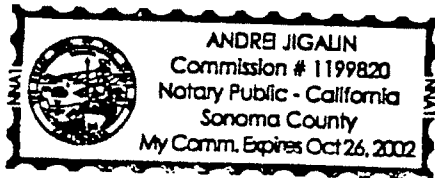


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STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On May 12, 1999, before me, the undersigned notary public, personally appeared SANDRA M. HARTMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



A handwritten signature in dark ink, appearing to read "Andre Jigalin", written over a horizontal line.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On \_\_\_\_\_, 1999, before me, the undersigned notary public, personally appeared MICHAEL JAMES WRIGHT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

A single horizontal line intended for a signature.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On \_\_\_\_\_, 1999, before me, the undersigned notary public, personally appeared SANDRA M. HARTMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

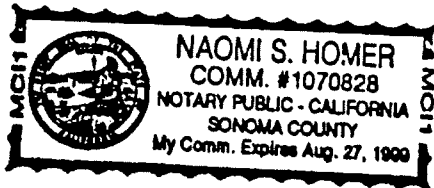
Witness my hand and official seal.

\_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On May 18, 1999, 1999, before me, the undersigned notary public, personally appeared MICHAEL JAMES WRIGHT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

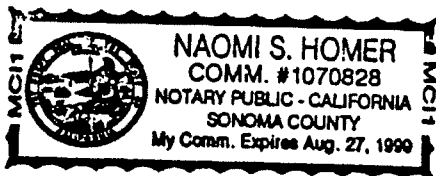


Naomi S. Homer

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On May 18, 1999, 1999, before me, the undersigned notary public, personally appeared CATHERINE CUNNINGHAM WRIGHT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Naomi S. Homer

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On \_\_\_\_\_, 1999, before me, the undersigned notary public, personally appeared SUSAN PAGANINI-GRADY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On \_\_\_\_\_, 1999, before me, the undersigned notary public, personally appeared CATHERINE CUNNINGHAM WRIGHT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

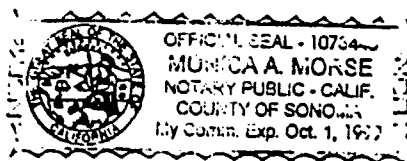
Witness my hand and official seal.

\_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On 5-12, 1999, before me, the undersigned notary public, personally appeared SUSAN PAGANINI-GRADY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

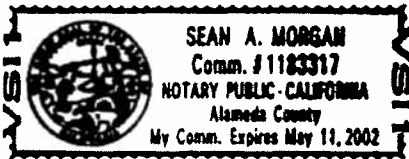


Monica Amorse

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ALAMEDA )

On April 26<sup>th</sup>, 1999, before me, the undersigned notary public, personally appeared LEO J. HURLEY, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. ✓

Witness my hand and official seal.

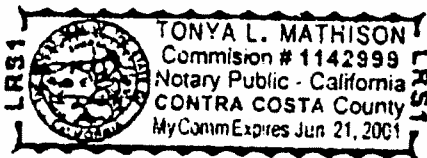


Sean A. Morgan

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Contra Costa )

On April 27<sup>th</sup>, 1999, before me, the undersigned notary public, personally appeared SUNNY M. DU PUIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Tonya L Mathison



STATE OF CALIFORNIA  
COUNTY OF Sonoma \_\_\_\_\_ } S.S.

On May 27, 1999 \_\_\_\_\_ before me,

the undersigned

a Notary Public in and for said County and State, personally appeared

WALTER WALTON

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature Monica A. Monse

(This area for official notarial seal)



STATE OF CALIFORNIA  
COUNTY OF SONOMA \_\_\_\_\_ } S.S.

On MAY 28, 1999 \_\_\_\_\_ before me,

THE UNDERSIGNED

a Notary Public in and for said County and State, personally appeared

DEBORAH WALTON

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature Monica A. Monse

(This area for official notarial seal)

