



1992 0042967

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SONOMA COUNTY
BERNICE A. PETERSON

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When Recorded Return to:

GEARY, SHEA, O'DONNELL & GRATAN, P.C.
P. O. Box 429
Santa Rosa, CA 95402

AT REQUEST OF
04/14/1992
FEE: \$ 32.00
TT: \$.00

FIDELITY NATL TITLE
08:00:00
PGS: 10
PAID

Attention: T. C. Taylor, Jr.

DECLARATION OF ANNEXATION FOR SHILOH - PHASE 4

SHILOH ASSOCIATES, a California general partnership ("Declarant"), hereby makes this Declaration of Annexation (the "Declaration of Annexation - Phase 4") for Shiloh on the terms and conditions herein stated.

RECITALS

Declarant makes this Declaration of Annexation - Phase 4 based on the following facts and intentions:

A. Declarant is the owner of all that certain real property (the "Annexation Property"), described as Lots 1 through 18, inclusive, and Parcels A, B, and D, as shown on that certain subdivision map entitled Shiloh Phase 4 recorded on 4-14-92, in the Official Records of Sonoma County, California, in Book 490 of Maps, page 40 through 46 (the "Map").

B. Pursuant to the provisions of the Restated Declaration of Covenants, Conditions and Restrictions of Shiloh, a planned development (the "Declaration"), recorded in the Official Records of Sonoma County, California on

January 19, 1989, under Document No. 89005213, and as amended pursuant to that certain First Amendment of Declaration of Covenants, Conditions and Restrictions, recorded in the aforesaid Official Records on June 7, 1991, as Document No. 1991-0053945, Declarant desires to annex the Annexation Property to Shiloh and to amend the Declaration in respect to the Annexation Property. All capitalized words shall have the same meaning as in the

Declaration unless otherwise indicated herein.

Therefore, Declarant hereby declares the following:

1. ANNEXATION OF ANNEXATION PROPERTY:

1.1 This Declaration of Annexation - Phase 4 is made in compliance with Section 3.01 of the Declaration.

1.2 The Map affecting the Annexation Property has been approved by the County of Sonoma and duly recorded in the Official Records of Sonoma County, California.

1.3 Upon the recordation of this Declaration of

application for the original Final Subdivision Public Report for the sale of Lots in Shiloh.

2. APPLICATION OF RESTRICTIONS: The terms and provisions of the covenants, conditions, and restrictions of the Declaration shall apply to the Annexation Property as if the Annexation Property were originally covered by the Declaration as a part of Shiloh; and the Annexation Property shall thereafter be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject the Declaration.

3. ASSESSMENTS: Upon annexation of the Annexation Property, the Regular and Special Assessments for Shiloh shall be redetermined so that such assessments are levied against all Lots within Shiloh, including those within the Annexation Property, equally as provided in Section 6.01 of the Declaration.

4. ELECTION OF DIRECTORS: Upon annexation of the Annexation Property, the Owners of Lots therein shall be entitled to participate in the election of the directors to the Board of the Association pursuant to Section 5.03 of the Declaration.

5. LAND CLASSIFICATION: All land within the Annexation Property shall be divided into the following land classifications:

5.1 Residential Area:

Lots 1 through 18, inclusive, on the Map.

5.2 Common Area:

Parcels A, B, and D on the Map.

6. AMENDMENT OF DECLARATION: Pursuant to Section 3.01(D) of the Declaration, Declarant hereby adds the following covenants, conditions and restrictions with respect to certain Common Area within the Annexation Property:

6.1 VERNAL POOLS.

There is situated within Parcel B of the Common Area and designated on the Map in two separate areas vernal pools which Declarant has set apart in biotic preserve (the "Biotic Preserve"). Declarant has conveyed in perpetuity to the Sonoma County Agricultural Preservation and Open Space District, a public agency, an open space easement in the Biotic Preserve to preserve the nature and extent of the vernal pools pursuant to that certain Grant Deed of Scenic Easement, recorded ⁴⁻¹⁻⁹² , 1992, as Document No. 92-77089 , in the Sonoma County Official Records (the "Scenic Easement"). The easement therein conveyed is appurtenant to and runs with the land and restricts the use of the Biotic Preserve for only those

purposes which will maintain the existing open and scenic character of the Biotic Preserve as more particularly set forth in the Scenic Easement.

6.2 FIRE-SAFE AREA.

There is situated within Parcel B of the Common Area and designated on the Map an area for emergency use and/or evacuation of residents in the event such necessity is declared by fire agency officials (the "Fire-Safe Area"). The Fire-Safe Area is approximately 1.0 acre in size, and is intended to provide a secure area from fire for people and vehicles. No building or other structure or similar improvement shall be constructed or maintained in the Fire-Safe Area. The Fire-Safe Area and up to the edge of Shiloh Lake (as defined below) shall at all times be kept clear of all brush, flammable vegetation, and combustible growth; provided, however, with approval of fire agency officials, grass or similar vegetation may be maintained where necessary to stabilize the soil and prevent erosion. The Association shall be responsible for such vegetation clearing. The Association shall also keep in usable and driveable year-round condition any emergency access road servicing the Fire-Safe Area.

6.3 SHILOH LAKE.

There is situated within Parcel B of the Common Area and designated on the Map, two earth-filled dams which impound water to create a lake (collectively "Shiloh Lake").

6.3.1 Use and Restrictions.

Shiloh Lake is for the recreational use of the Owners, including the family and guests of each such Owner. Shiloh Lake may be used for fishing, sailing and similar day use activities; provided, however, that no swimming shall be allowed in and no motorboat shall operate upon Shiloh Lake. For purposes of these restrictions, "motorboat" means any water craft propelled by machinery (including electrical motor) whether or not such machinery is the principal source of propulsion. The Board shall establish rules and restrictions to implement and enforce the foregoing.

6.3.2 Lifesaving Equipment.

The Association shall operate and maintain in good repair at Shiloh Lake such lifesaving equipment as may from time to time be required by applicable laws and regulations, and which may include a lifeboat equipped with oars, oarlocks, life preservers and rope. The Association may contract annually with a responsible person or firm to operate and maintain such equipment.

6.3.3 Mosquito Control.

The Association shall adopt and implement a Mosquito Abatement Plan, including mosquito mitigation measures, as from time to time required by the Marin/

Sonoma Mosquito Abatement District or any successor agency (the "District"). The plan shall establish a routine maintenance program for weed and erosion control on Shiloh Lake. Access shall be provided to the District to perform compliance monitoring, including access for a small boat to check the area around the island. All guidelines provided by public agencies for mosquito abatement shall be followed by the Board.

6.3.4 Bacteriological Testing.

The Association shall conduct such bacteriological testing of Shiloh Lake as from time to time required by the Sonoma County Health Department or other responsible agency.

6.4 EQUESTRIAN DESIGNATIONS.

Pursuant to Section 4.01(K) of the Declaration, as of the date hereof, Declarant has designated the following Lots in Shiloh Phase 4 upon which horses may be raised, bred and kept for personal recreational use (but not commercial purposes) subject to the provisions of the Declaration regulating such use: Lots 3, 7 and 14 as shown on the Map. Subject to applicable governmental regulations affecting such use, the equestrian designation herein and the restrictions in regard thereto shall inure to the benefit of and be binding upon the aforesaid designated Lots, and the owners thereof, and their successors and assigns, all in accordance with the Declaration.

7. LIMITATIONS ON APPLICATION: Except to the extent that this Declaration of Annexation - Phase 4 reallocates assessments for Shiloh and amends certain provisions in the Declaration with respect to the Annexation Property, none of the provisions contained herein shall in any event be construed as revoking, modifying or adding to the covenants, conditions and restrictions established by the Declaration, nor shall any provision be construed to discriminate between some Owners in the Annexation Property and other Owners within Shiloh except as otherwise expressly provided in the Declaration. No amendment, addition, change or deletion in this Declaration of Annexation - Phase 4 shall be deemed to alter or change the general common plan and scheme created by the Declaration nor shall the same affect the provisions of the Declaration as covenants running with the land or as equitable servitudes, all of which shall be uniformly applicable to all portions of Shiloh including those portions added thereto by annexation.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Annexation - Phase 4, this 28th day of February 1992.

Declarant:

SHILOH ASSOCIATES,
a California general partnership,

By: M. K. LAND CO., INC.,
a California corporation

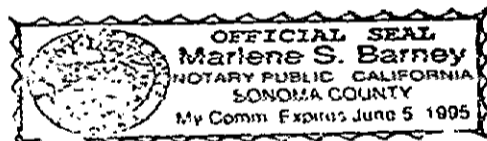
By: Marvin Soiland
Marvin Soiland
President and Secretary

General Partner

State of California, County of Sonoma

On February 28, 1992, before me, the undersigned a Notary Public in and for said State, personally appeared MARVIN SOILAND, known to me to be the President and Secretary of M.K. LAND CO., INC., a California Corporation, the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of SHILOH ASSOCIATES, a California general partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed same.

WITNESS my hand and official seal.



Mariene S. Barney
Notary Public