

1269414

ARTICLES OF INCORPORATION OF
PINER VILLAGE
LANDSCAPE MAINTENANCE HOMEOWNERS ASSOCIATION

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
MAR- 4 1985
MARCH FONG EU, Secretary of State
Leslie Glenn
Deputy

ARTICLE I

The name of this corporation is PINER VILLAGE LANDSCAPE MAINTENANCE HOMEOWNERS ASSOCIATION.

ARTICLE II

This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law. Specifically, this corporation is formed to provide for the maintenance and care of the common area, "Parcel A" as shown on the Map entitled "Piner Village P.U.D.", filed on October 23, 1984, in the Official Records of Sonoma County, in Book 365 of Maps, Pages 1-5. This corporation shall not, except to an unsubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the above purpose.

ARTICLE III

The name and address of the corporation's initial agent for service of process is:

James R. Finitz
4795 Old Redwood Highway
Santa Rosa, California 95401

ARTICLE IV

The names and addresses of the initial directors of the corporation are:

James R. Finitz
4795 Old Redwood Highway
Santa Rosa, California 95401

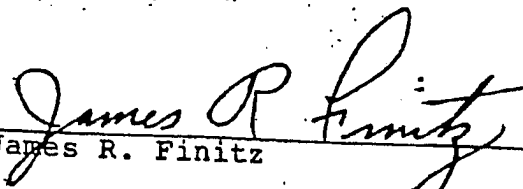
Bret Finitz
4795 Old Redwood Highway
Santa Rosa, California 95401


Judy Lynchard
4795 Old Redwood Highway
Santa Rosa, California 95401

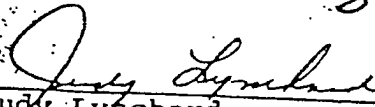
ARTICLE V

These Articles may not be amended except by vote of a majority of the Board of Directors of the corporation and a majority of each class of members of the corporation and if the two class voting structure is no longer in effect, then a majority of the members of the corporation and a majority of the members other than the subdivider.

Dated: 1-24-85


James R. Finitz


Bret Finitz


Judy Lynchard

We declare that we are the persons who executed the

foregoing Articles of Incorporation, which execution is our act and deed.

James R. Finitz
James R. Finitz

Bret Finitz
Bret Finitz

Judy Lynchard

STATE OF California
COUNTY OF Sonoma

} SS.

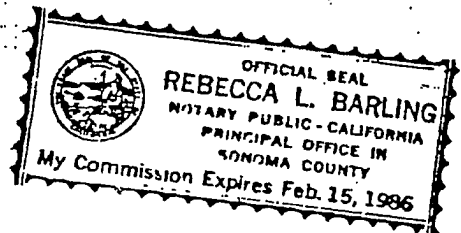
On this 26th day of February, 1985,
before me, the undersigned, a Notary Public for said State and County,
personally appeared James R. Finitz
who executed the within instrument as President
and Judy Lynchard
who executed the within instrument as Secretary

_____ personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person(s) who executed
the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within instru-
ment pursuant to its bylaws or a resolution of its board of directors.

Witness my hand and official seal

REBECCA L. BARLING
Name, typed or printed

FOR NOTARY SEAL OR STAMP



STATE OF California
COUNTY OF Sonoma

} SS.

On this 26th day of February, 1985,
before me, the undersigned, a Notary Public for said State and County,
personally appeared Bret Finitz
who executed the within instrument as Vice-President

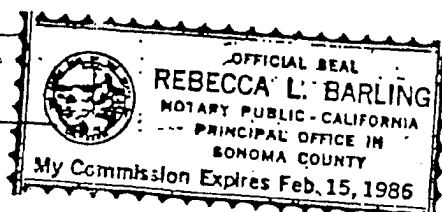
XXX

XX
_____ personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person(s) who executed
the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within instru-
ment pursuant to its bylaws or a resolution of its board of directors.

Witness my hand and official seal

REBECCA L. BARLING
Name, typed or printed

FOR NOTARY SEAL OR STAMP



BYLAWS
OF
PINER VILLAGE
LANDSCAPE MAINTENANCE HOMEOWNERS ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

ARTICLE I

GENERAL

Section 1.1. Purpose. The purpose of the Piner Village Landscape Maintenance Homeowners Association is to provide for the maintenance and care of the pedestrian walkways and landscaped areas shown as Parcel A on the Map of the Project, as hereinafter defined.

Section 1.2. Definitions. The following definitions shall be applicable to these Bylaws:

- (a) "Association" means the Piner Village Landscape Maintenance Homeowners Association.
- (b) "Board" or "Board of Directors" may be used interchangeably herein and shall mean the Board of Directors of the Association as the same may, from time to time, be constituted.
- (c) "Bylaws" means these Bylaws, including any amendments or additions hereto.
- (d) "Declarant" means J.R. Finitz, Inc., a California corporation, and its successors and assigns.
- (e) "Declaration" means that certain Declaration of Covenants, Conditions and Restrictions of Piner Village recorded on Feb 27, 1984, as Instrument No. 65-012061 of Official Records in the Sonoma County Recorder's Office together with any amendments, supplements or modifications thereto.
- (f) "Common Area" means the real property within the Project consisting of pedestrian walkways and landscaped areas, designated as Parcel A on the Map as hereinafter described.
- (g) "Lot" means each Lot in the Project as shown on the Map including any improvements thereon. There are a total of 84 Lots in the Project.

(h) "Map" means the map entitled "Piner Village P.U.D." filed on October 23, 1984, Official Records of Sonoma County, in Book 365 of Maps, Pages 1-5.

(i) "Member" or "Association Member" means every person or entity who holds a membership in the Association. An owner of a Lot shall automatically, upon becoming the record owner thereof, be a Member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Such membership shall be appurtenant to and pass with the ownership of such Lot. The membership shall not be transferred, pledged or alienated in any way, except upon and with the transfer of such Lot. Any attempt to make a transfer of a membership prohibited by this section shall be void and shall not be reflected upon the Association's books and records. If the Owner of any Lot fails to transfer such membership appurtenant thereto upon any transfer, whether voluntary or involuntary, of the Lot, the Association shall have the right to record the transfer upon its books and thereupon the membership outstanding in the name of the prior owner shall be null and void.

(j) "Owner" means the record owner, whether one or more persons or entities, of a Lot which is part of the Project, including a contract vendee under a real property sales contract, provided that such real property sales contract complies with the provisions of §§2985-2985.6 of the California Civil Code.

(k) The term "person" means and includes a natural person, corporation, partnership, association, firm or other entity as the case may be and the context may require.

(l) "Project" means the Piner Village P.U.D. in the City of Santa Rosa, County of Sonoma.

Section 1.3. Assessment Obligations. Each Owner, including Declarant, shall be subject to assessments for maintenance and care of the Common Area, as set forth in the Declaration.

ARTICLE II

VOTING, MAJORITY OF MEMBERS

Section 2.1. Voting. Voting rights of a member shall not vest until assessment against such member's lot or lots have been levied by the Association. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one Class A vote be cast with respect to any Lot.

(b) Class B. Class B Member shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) Two years from the date of the original issuance of the Final Subdivision Public Report for the Project.

Section 2.2. Majority of Members. Any provision in these Bylaws or in the Declaration calling for approval by a "majority of Members other than Subdivider" or "majority of the voting power other than Subdivider" for action to be taken by the Association, except provisions relating to enforcement of obligations of Declarant under any completion bond, shall mean the following:

(a) During the time that Class A and Class B voting memberships exist, the vote or written assent of a bare majority of the Class B voting power as well as the vote or written assent of a bare majority of the Class A voting power.

(b) From and after the cessation of two class voting, the vote or written assent of a bare majority of the total voting power of the association as well as the vote or written assent of a bare majority of the total voting power of members other than the subdivider.

Section 2.3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members holding thirty-three and one-third percent (33 1/3%) of the votes shall constitute a quorum.

Section 2.4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting. A holder of a proxy need not be a Member of the Association. No proxy shall be valid after the expiration of eleven (11) months from

the date thereof unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution. A proxy continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto. Such revocation may be effected by a writing delivered to the Secretary of the Association stating that the proxy is revoked or by a subsequent proxy executed by the person executing the prior proxy presented to the meeting, or as to any meeting by attendance at such meeting and voting in person by the person executing the proxy. The dates contained on the forms of proxy presumptively determine the order of execution, regardless of the postmarked dates on the envelopes in which they are mailed. However, all proxies shall automatically terminate upon the transfer of title of a lot by the owner. All proxies must comply with the requirements of California Corporations Code §7613.

Section 2.5. Election of Board. The first election of the Board shall be conducted at the first meeting of the Association and elections shall be held at each annual meeting thereafter. Voting for the Board shall be by secret written ballot. Cumulative voting in the election of Board members shall be prescribed for all elections in which more than two positions on the Board are to be filled, subject only to the procedural prerequisites to cumulative voting prescribed in Section 7615(b) of the California Corporations Code.

From the first election of the Board and thereafter for so long as a Majority of the voting power of the Association resides in Declarant or so long as there are two classes of membership in the Association, not less than twenty percent (20%) of the incumbents on the Board shall be elected solely by the votes of owners other than Declarant. To accomplish this, twenty percent (20%) of the positions on the Board shall be filled according to the votes cast not counting those of Declarant. The remainder of the positions on the Board shall be filled according to all votes cast including those of Declarant.

ARTICLE III

ADMINISTRATION

Section 3.1. Association Responsibilities. The Board of Directors of the Association shall have the responsibility for the maintenance and care of the Common Area and establishing and collecting assessments from Members.

Section 3.2. Place of Meetings. Meetings of the Association shall be held within the Project or as close thereto as possible.

Section 3.3. Annual Meetings. The first annual meeting of the Association shall be held within six months following the close of escrow for the sale of the first Lot in the Project, or within 45 days following the close of escrow for the sale of fifty-one percent (51%) of the Lots within the Project, whichever shall first occur. Thereafter, the annual meetings of the Association shall be held on the third Thursday of the month in which the first annual meeting was held. At such meetings, all Members of the Board shall be elected by secret written ballot of the Members in accordance with the requirements of Article II of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

Section 3.4. Special Meetings. It shall be the duty of the President to call a special meeting of the Members (a) upon the vote for such a meeting by a majority of a quorum of the Board or (b) upon receipt of a written request signed by Members representing not less than five percent (5%) of the total voting power of the Association. The Notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

Section 3.5. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the purpose thereof, as well as the day, hour and place where it is to be held, to the address of each Member as it appears on the Membership register of the Association, not less than ten (10) nor more than ninety (90) days prior to such meeting. The mailing or personal delivery of a notice in the manner provided in this Section shall be considered notice served.

Section 3.6. Adjourned Meetings. If any meeting cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may not transact any business except to adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. The quorum requirement for the subsequent meeting shall be 25% of the voting power of all Members of the Association. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Section 3.7. Action Without a Meeting. Any action which may be taken by the vote of the Association Members at a regular or special meeting, except the election of the Board, may be taken without a meeting if the Board distributes a written ballot to every Member entitled to vote on the matter. Such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Board.

Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Ballots shall be delivered to Association Members in the same manner as provided for delivery of notice of meetings in Section 3.5. All such ballots shall indicate the number of responses needed to meet the quorum requirement and shall state the percentage of approvals necessary to pass the measure submitted. The ballot must specify the time by which it must be received in order to be counted.

Section 3.8. Fiscal Year. Unless modified by resolution of the Board, the fiscal year of the Association shall begin on January 1 and end on December 31 of each year.

ARTICLE IV

BOARD OF DIRECTORS

Handwritten: 4-3-23, 8-2-23, 8-2-23, 8-2-23
Section 4.1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors ("Board"). The Board shall, prior to the first annual meeting, be composed of three persons ("Board members or Board member"). From and after the first annual meeting, the Board shall be composed of five persons.

Section 4.2. Powers and Duties.

(a) The Board shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or these Bylaws directed to be exercised and done by the Members. The powers of the Board shall include but are not limited to the following:

Amendments accepted 8-3-88

AMENDMENT OF BYLAWS OF PINER VILLAGE
LANDSCAPE MAINTENANCE HOMEOWNERS ASSOCIATION

The following amendment to the Bylaws of Piner Village Landscape Maintenance Homeowners Association will come before the members for ratification at the next general meeting.

AS TO ARTICLE IV:

SECTION 4.1

Presently Reads: Number and Qualification. The affairs of the Association shall be governed by a Board of Directors ("Board"). The Board shall, prior to the first annual meeting, be composed of three persons ("Board members or Board member"). From and after the first annual meeting, the Board shall be composed of five persons.

Amended to Read: Number and Qualification. The affairs of the Association shall be governed by a Board of Directors ("Board"). The Board shall, prior to the first annual meeting, be composed of three persons ("Board members or Board member"). From and after the first annual meeting, the Board shall be composed of four person.

(

(

provisions of the Declaration, Enforcement and carrying out of the Articles, Bylaws, and other agreements.

See pg. 7 H
amended 8-3-88

(2) Contracting and paying for maintenance, gardening, utilities, materials and supplies, and other goods and services relating to maintenance of the Common Area. The Board shall contract with the City of Santa Rosa to perform such maintenance; provided, however, that if in the opinion of the Board the City's costs are too high or performance is not acceptable, the Board shall have the right to contract with independent landscapers to perform such maintenance. If the Association contracts with independent landscapers, the Board shall require such independent landscapers to carry and maintain a policy of liability insurance in the sum of One Million Dollars (\$1,000,000.00) naming the Association and the City of Santa Rosa as additional insureds. The Association shall further require that the independent landscaper provide a copy of a certificate of insurance to the Association and the City of Santa Rosa prior to commencement of any work. "Independent landscapers" includes any persons who may volunteer their services to perform the necessary maintenance of the landscape easements.

(3) Contracting and paying for any insurance insuring the Association, Board and Owners.

(4) Delegation of its powers to committees, officers or employees of the Association as expressly authorized in the Declaration, Articles of Incorporation and these Bylaws.

(5) Preparation of budgets and financial statements as prescribed in Section 4.9.

(6) Imposition of fines and suspension of voting rights for non-payment of assessment or other breaches of the Declaration or the Bylaws after notice and hearing which are required by other provisions hereof.

(7) Entering into any Lot where necessary in connection with maintenance or construction for which the Association is responsible.

(8) Levying of assessments as provided in the Declaration.

(9) Election of officers of the Board.

Amendments accepted 8-3-88

AMENDMENT OF BYLAWS OF PINER VILLAGE
LANDSCAPE MAINTENANCE HOMEOWNERS ASSOCIATION

The following amendment to the Bylaws of Piner Village Landscape Maintenance Homeowners Association will come before the members for ratification at the next general meeting.

AS TO ARTICLE IV:

SECTION 4.2(a)(2)

Presently Reads: Contracting and paying for maintenance, gardening, utilities, materials and supplies, and other goods and services relating to maintenance of the Common Area. The Board shall contract with the City of Santa Rosa to perform such maintenance; provided, however, that if in the opinion of the Board the City's costs are too high or performance is not acceptable, the Board shall have the right to contract with independent landscapers to perform such maintenance. If the Association contracts with independent landscapers, the Board shall require such independent landscapers to carry and maintain a policy of liability insurance in the sum of One million Dollars (\$1,000,000.00) naming the Association and the City of Santa Rosa as additional insureds. The Association shall further require that the independent landscaper provide a copy of a certificate of insurance to the Association and the City of Santa Rosa prior to commencement of any work. "Independent landscapers" includes any persons who may volunteer their services to perform the necessary maintenance of the landscape easements.

Amended to read: Contracting and paying for maintenance, gardening, utilities, materials and supplies, and other goods and services relating to maintenance of the Common Area. The Board shall contract with the City of Santa Rosa to perform such maintenance; provided, however, that if in the opinion of the Board the City's costs are too high or performance is not acceptable, the Board shall have the right to contract with independent landscapers or individual members of the Association to perform such maintenance. If the Association contracts with independent landscapers, the Board shall require such independent landscapers to carry and maintain a policy of liability insurance in the sum of One million Dollars (\$1,000,000.00) naming the Association and the City of Santa Rosa as additional insureds. The Association shall further require that the independent landscaper provide a copy of a certificate of insurance to the Association and the City of Santa Rosa prior to commencement of any work. "Independent landscapers" includes any persons who may volunteer their services to perform the necessary maintenance of the landscape easements. Any member of the Association hired to do the necessary maintenance shall be covered by workmens compensation at the expense of the Association.

(10) Filing of vacancies on the Board except for a vacancy created by the removal of a Board member as provided in Section 4.5.

(11) If the Association is the obligee under a bond or other arrangement ("bond") to secure performance of a commitment of the Declarant or its successors or assigns to complete Common Area improvements, not completed at the time of issuance of the final subdivision public report, the Board shall consider and vote on the question of action by the Association to enforce the obligations under the bond with respect to any improvement for which a notice of completion has not been filed by the later of (i) 60 days after the completion date specified for that improvement in the "planned construction statement" appended to the bond, or (ii) 30 days after the expiration of any written extension given by the Association.

If the Board fails to consider and vote on the action to enforce the obligations under the bond, or if the Board decides not to initiate action to enforce the obligations under the bond, then on receipt of a petition signed by Owners representing not less than five percent of the total voting power of the Association, the Board shall call a special meeting of Owners for the purpose of voting to override the decision of the Board not to initiate action or to compel the Board to take action to enforce the obligations under the bond. The Board shall give written notice of the meeting to all Owners entitled to vote in the manner provided in the Declaration or in these Bylaws for notices of special meetings of Owners. The meeting shall be held not less than 35 days nor more than 45 days after receipt of the petition. At the meeting, the vote in person or by proxy of a majority of the Owners entitled to vote (other than Declarant) in favor of taking action to enforce the obligations under the bond shall be considered the decision of the Association and the Board shall implement this decision by initiating and pursuing appropriate action in the name of the Association.

The Association shall act in a reasonably prompt manner to exonerate Declarant and its surety under any bond in favor of the Association, provided such exoneration is appropriate.

(12) The Association shall perform such other acts as may be reasonably necessary to exercise its powers or perform its duties under any of the provisions of the Declaration, the Articles, Bylaws, Association Rules, or Board resolutions.

(b) The Board shall be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the voting power of the Association residing in Members other than Declarant:

(1) Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one year with the following exceptions: (i) a management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration; or (ii) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance policies of not to exceed three years duration, provided that the policy permits short rate cancellation by the insured.

(2) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of 5% of the budgeted gross expenses of the Association for that fiscal year.

(3) Selling during any fiscal year property of the Association having an aggregate fair market value greater than 5% of the budgeted gross expenses of the Association for that fiscal year.

(4) Paying compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Board member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

Section 4.3. Election and Term of Office. The first election of the Board shall be at the first meeting of Members and thereafter at each annual meeting of Members, but if such annual meeting is not held or Board members are not elected thereat, the Board members may be elected at a special meeting held for that purpose or by written ballot as provided in Section 3.7. Voting for the Board shall be by secret ballot. The term of office for each Board member shall be one (1) year and each shall hold office until a successor is elected.

Section 4.4. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of

the Association shall be filled by vote of the majority of the remaining Board members, and each person so elected shall be a Board member until a successor is elected.

Section 4.5. Removal of Board Members. At any regular or special meeting of Association members duly called, any one or more of the Board members may be removed with or without cause by a majority of the Association Members other than the subdivider, and a successor may then and there be elected to fill the vacancy thus created (by cumulative voting as provided in Section 2.5). Unless the entire Board is removed from office by the vote of Members of the Association, no individual Board member shall be removed prior to the expiration of his term of office if the votes cast against removal would be sufficient to elect the Board member if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Board members authorized at the time of the most recent election of the Board member were then being elected; provided, however, that a Board member who has been elected to office solely by the votes of Members of the Association other than the Declarant, may be removed prior to the expiration of his term only by the vote of at least a simple majority of the voting power residing in Association Members other than the Declarant.

Section 4.6. Organization Meeting. The first meeting of a newly elected Board shall be held within thirty (30) days of election at such place within the Project as shall be fixed by the Board at the meeting at which such Board was elected.

Section 4.7. Regular and Special Meetings. Regular meetings of the Board may be held at such time and place within the Project as shall be determined, from time to time, by a majority of the Board members, but at least one such meeting shall be held every six (6) months.

Special meetings of the Board may be called by written notice signed by the President or by any two members of the Board other than the President. The notice of a special meeting shall state the time, place and purpose of the meeting.

Notice of the time and place of regular Board meetings shall be communicated to all Board members not less than four (4) days prior to the meeting, and notice of the time, place and purpose of special meetings shall be communicated to all Board members not less than 72 hours prior to the meeting, provided, however, that notice of a regular or special meeting need not be given to any Board member who has signed a waiver of notice or a written consent to the holding of the meeting.

The Board may take actions without a meeting if all of the Directors consent in writing to the action to be taken. If the Board resolves by unanimous written consent to take action, an explanation of the action taken shall be posted at a prominent place or places within the common area within three (3) days after the written consents of all Directors have been obtained.

Section 4.8. Quorum. At all meetings of the Board, a majority of the authorized and duly elected Board members shall constitute a quorum for the transaction of business, and the acts of the majority of the Board members present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting to a time certain. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted provided a quorum is present.

Section 4.9. Financial Reports.

(a) Financial statements for the Association shall be regularly prepared and distributed to all Association Members regardless of the number of Members or the amount of assets of the Association as follows:

(1) A budget for each fiscal year shall be distributed at least 45 days before the beginning of the fiscal year, setting forth the following:

(i) Estimated revenue and expenses on the accrual basis.

(ii) The amount of the total cash reserves of the Association currently available for the replacement or major repair of Common Area and for contingencies.

(iii) An itemized estimate of the remaining life of, and replacement, or additions to, major components of the Common Area for which the Association is responsible.

(iv) A general statement setting forth the procedures used by the Board in calculation and establishment of reserves to defray the costs of major repair, replacement or additions to the Common Area for which the Association is responsible.

(2) A balance sheet as of an accounting date which is the last day of the month closest in time to six months from the date of the close of escrow for the first sale of a unit

in the Project, and an operating statement for the period from the date of the first close of escrow to the said accounting date, shall be distributed within 60 days after the accounting date. This operating statement shall include a schedule of assessments received and receivable, identified by unit number and the name of the person or entity.

(3) An annual report consisting of the following shall be distributed within 120 days after the close of the fiscal year:

(i) A balance sheet as of the end of the fiscal year.

(ii) An operating statement for the fiscal year.

(iii) A statement of changes in financial position for the fiscal year.

(iv) Any information required to be reported under Section 8322 of the Corporations Code.

(b) The annual report referred to in (a) (3) above shall be prepared by an independent certified public accountant for any fiscal year in which the gross income to the Association exceeds \$75,000.

(c) If the report referred to in (a) (3) above is not prepared by an independent certified public accountant, it shall be accompanied by the certificate of an authorization officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 4.10. Open Meetings and Notice to Members. Regular and special meetings of the Board shall be open to all Association Members; provided, however, that Association Members, other than the Board members, may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board; provided, further, however, that upon the vote of a majority of a quorum of the Board, the Board may adjourn and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive sessions shall first be announced in open session.

Notice of the time and place of regular and special Board meetings shall be posted at a prominent place or places within the Common Area of the Project. The notice of regular meetings and the notice of special meetings (except in emergency situations) shall be so posted not less than 72 hours prior to such meeting.

ARTICLE V

OFFICERS

Amended 8-3-88
Section 5.1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be Board members. One Board member may hold the dual offices of Vice President and Treasurer. The Board may appoint an assistant secretary, and such other officers as in its judgment may be necessary, and such other officers need not be Board members.

Section 5.2. Election and Removal of Officers. The principal officers of the Association shall be elected by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or any special meeting of the Board called for such purpose. Vacancies caused by resignation shall be filled by appointment by the President until an election is held by the Board.

Section 5.3. President. The President shall be the chief executive officer of the Association. He shall preside at all of the general powers and duties which are usually vested in the office of president of an association. All disbursements, of funds, monies, and other assets of the Association shall require the joint written signatures of the President and Treasurer, provided, however, that if the President or Treasurer is not available the Secretary may sign in his place.

Section 5.4. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 5.5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all

ARTICLE V

SECTION 5.1

Presently reads: DESIGNATION. The Principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be Board members. One Board member may hold the dual offices of Vice President and Treasurer. The Board may appoint an assistant secretary, and such other officers as in its judgment may be necessary, and such other officers need not be Board members.

Amended to read: DESIGNATION. The Principal officers of the Association shall be a President, two Vice Presidents, a Secretary/Treasurer, all of whom shall be Board members. One Board member may hold the dual offices of Secretary/Treasurer. The Board may appoint an assistant secretary, and such other officers as in its judgment may be necessary, and such other officers need not be Board members.

meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall also be responsible for maintaining the membership register of the Association.

Section 5.6. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. Such books shall be open to inspection by any Member of the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may from time to time be designated by the Board, and shall disburse the funds of the Association as may be ordered by the Board.

Section 5.7. Execution of Documents. The Board may authorize any officer or officers to enter into any contract or execute any document in the name of and on behalf of the Association; and unless so authorized by the Board, no officer or other person shall have any power or authority to bind the Association or to pledge its credit or to render it liable for any debt or obligation.

ARTICLE VI

AMENDMENTS

Section 6.1. Amendments. These Bylaws may be amended by the vote or written assent of a majority of each class of Members in existence at the time the amendment is considered. Upon cessation of two-class voting as provided in Section 2.1 herein, these Bylaws may be amended by a majority of the voting power of the Association and a majority of the votes of Members other than the Declarant. However, in no event shall the percentage of a quorum or of the voting power of the Association or of members other than the Subdivider necessary to amend a specific clause or provision in these Bylaws be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

ARTICLE VII

Section 7.1. Conflicts. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE VIII

Section 8.1. Inspection of Books and Records. The membership register, books of account, and minutes of meetings of the Association Members, of the Board, and of the Board's committees shall be made available for inspection and copying by any Member of the Association, or by his duly-appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Project as the Board shall prescribe, subject to such reasonable rules as the Board may establish with respect to: (1) notice to be given to the custodian of the records by the Member desiring to make the inspection; (2) hours and days of the week when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents requested by a Member.

Every Board Member shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and any physical properties controlled by the Association. The right of inspection by a Board member includes the right to make extracts and copies of documents.

CERTIFICATION

I, the undersigned, hereby certify:

That I am the Secretary of PINER VILLAGE LANDSCAPE MAINTENANCE HOMEOWNERS ASSOCIATION, and

That the foregoing Bylaws constitute the original Bylaws of said Association as duly adopted on the 25 day of February, 1985.

Judy Lynchard

STATE OF CALIFORNIA
COUNTY OF Sonoma

SS.

On February 26, 1985 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared _____

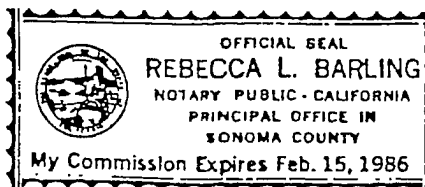
~~XXXX XXXXX XXXX~~ ~~XXXXXXX XUDX~~ proved to me on the basis of satisfactory evidence or
Judy Lynchard known to me to be

Secretary of the corporation that executed the
within Instrument, known to me to be the persons who executed the
within Instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its board of
directors.

Signature

REBECCA L. BARLING

FOR NOTARY SEAL OR STAMP



850120

NWT

#75396-T

RECORDED A. REQUEST OF NWT
 AT _____ MIN. PAST 81 M.
 PERNICE A. PETERSON
 SONOMA COUNTY RECORDER
 Date February 27, 1985

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OF

PINER VILLAGE LANDSCAPE MAINTENANCE
 HOMEOWNERS ASSOCIATION

CITY OF SANTA ROSA, COUNTY OF SONOMA, CALIFORNIA

REC	17 ⁰⁰
MG	1 ⁰⁰
MOON	15 ⁰⁰
NT	—
DTT	—

WHEREAS, J.R. FINITZ, INC., a California corporation (hereinafter referred to as "Declarant"), is the owner of the real property described in Article I of this Declaration (hereinafter referred to as "real property").

NOW, THEREFORE, Declarant hereby declares that the real property is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, reservations, servitudes, easements, and charges hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.1 "Association" means the Piner Village Landscape Maintenance Homeowners Association.

1.2 "Board" or "Board of Directors" may be used interchangeably herein and shall mean the Board of Directors of the Association as the same may, from time to time, be constituted.

1.3 "Declarant" means J.R. Finitz, Inc., a California corporation, and its successors and assigns.

1.4 "Common Area" means the real property within the Project consisting of pedestrian walkways and landscaped areas, along Piner Road, designated as Parcel A on the Map as hereinafter described.

1.5 "Lot" means each Lot in the Project as shown on the Map including any improvements thereon. There are a total of 84 Lots

in the Project, not including the common area as hereinabove described.

1.6 "Map" means the map entitled "Piner Village P.U.D." filed on October 23, 1984, Official Records of Sonoma County, in Book 365 of Maps, Pages 1-5.

1.7 "Member" or "Association Member" means every person or entity who holds a membership in the Association. An Owner of a Lot shall automatically, upon becoming the record owner thereof, be a Member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Such membership shall be appurtenant to and pass with the ownership of such Lot. The membership shall not be transferred, pledged or alienated in any way, except upon and with the transfer of such Lot. Any attempt to make a transfer of a membership prohibited by this section shall be void and shall not be reflected upon the Association's books and records. If the Owner of any Lot fails to transfer such membership appurtenant thereto upon any transfer, whether voluntary or involuntary, of the Lot, the Association shall have the right to record the transfer upon its books and thereupon the membership outstanding in the name of the prior Owner shall be null and void.

1.8 "Owner" means the record owner, whether one or more persons or entities, of a Lot which is part of the Project, including a contract vendee under a real property sales contract, provided that such real property sales contract complies with the provisions of §§2985-2985.6 of the California Civil Code.

1.9 "Person" means and includes a natural person, corporation, partnership, association, firm or other entity as the case may be and the context may require.

1.10 "Project" means the Piner Village P.U.D. in the City of Santa Rosa, County of Sonoma.

1.11 "Real property" means that certain real property subject to the provisions of this Declaration commonly known as "Piner Village P.U.D." located in the City of Santa Rosa, County of Sonoma, California, and more particularly described as follows:

Lots 1 through 84 and Parcel A as shown on the Map entitled "Piner Village P.U.D." filed in the Official Records of Sonoma County, Book 365 of Maps, Pages 1-5 on October 23, 1984.

ARTICLE II

GENERAL PROVISIONS

2.1 POWERS, RIGHTS AND DUTIES OF THE ASSOCIATION. The Association shall have the powers, rights and duties, in addition to those provided elsewhere in this Declaration, the Articles of Incorporation and Bylaws to: (i) enforce and comply with the provisions of this Declaration; (ii) pay taxes, special assessments and other liabilities which are or would become a lien on the Common Area, or any portion thereof; (iii) levy assessments and perfect and enforce liens as hereinafter provided; (iv) borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners; provided, however, that a vote of sixty-six and two thirds percent ($66 \frac{2}{3}\%$) of the owners other than the subdivider shall be required to borrow funds; and, (v) make reasonable Rules and Regulations for the operation and use of the Project and to amend them from time to time.

Whenever this Declaration or the Bylaws require the approval, consent or action of the Association, said approval, consent or action shall be that of the Board, unless otherwise provided by this Declaration or the Bylaws.

2.2 ADMINISTRATION AND COMPLIANCE. The common affairs and management of the Project shall be administered by the Association, through its Board, officers and agents in accordance with the provisions of this Declaration, and the bylaws. In the event that the Bylaws are in any way inconsistent with this Declaration, then this Declaration shall prevail and control. Each Owner, guest, tenant, or occupant of a Lot shall comply with the provisions of this Declaration, the Bylaws and Rules and Regulations of the Association, all as lawfully amended from time to time, and failure to so comply shall be grounds for (i) an action for damages and/or injunctive relief, and (ii) such remedies, by legal proceeding or otherwise, as are available by reason of this Declaration or the Bylaws, each of which remedies shall be cumulative and in addition to each other available remedy.

ARTICLE III

COMMON AREA AND ASSESSMENTS3.1 COMMON AREA.

(1) The Association shall, prior to Declarant's conveyance of the first lot, be deeded fee title to the Common

Area. However, Declarant reserves easements for drainage and encroachment purposes and for ingress to and egress from the common areas for the purpose of completing improvements thereon or for the performance of necessary repair work for a period not to exceed three years after the close of the first sale of a unit in the Subdivision.

(2) The Owner of each Lot shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with each transfer, whether voluntary or involuntary, of title to the Lot. Provided, however, that such right and easement of enjoyment shall be subject to the provisions of this Declaration, including the rights of the Association and Declarant to exercise all powers and perform all duties set forth in this Declaration, the Articles of Incorporation, and the Bylaws. No Owner may separate such right and easement of enjoyment from the fee title to his Lot, although an Owner may delegate his right of enjoyment of the Common Area to the members of his family, his tenants, or contract purchasers who reside in his Residence.

3.2 OBLIGATION. Each Member, including Declarant, shall have a personal obligation to pay all assessments, charges and other monetary sums which are duly levied against his Lot by the Association and which become due while he is owner of such Lot. Such assessments, charges and other sums are also hereby established as charges upon the Lot to which they relate and shall be a lien thereon.

3.3 ASSESSMENTS.

(1) Each Owner, including Declarant, shall be subject to the following assessments in amounts to be determined by the Board:

(a) Regular monthly maintenance assessments equal to the Owner's proportionate share of the actual or estimated cost of all maintenance, repairs, taxes, insurance and other common expenses for which the Association is responsible. Said assessments shall be amortized and collected on a monthly basis and shall commence as to all Lots, including Declarant's unsold Lots, on the first day of the month following the closing of the first sale of a lot in this subdivision. Each Member's proportionate share of maintenance costs shall be a pro rata share equal to the number of Lots subject to assessment owned by the Member divided by the total number of Lots subject to assessment in the Project.

(b) Adequate reserves for replacement, which reserves shall be amortized and collected monthly on the same basis as for regular assessments.

(c) Special assessments for capital expenditures or other purposes, provided that in any fiscal year, the Board may not, without the vote or written consent of a majority of Association Members other than Declarant, levy special assessments to defray costs of any action or undertaking on behalf of the Association which in the aggregate exceed 5% of the budgeted gross expenses of the Association for that fiscal year. Every special assessment shall be levied upon the same basis as that prescribed for the levying of regular assessments, except as provided in Section 3.3(2) below.

(d) Charges payments, fines, penalties and such other sums as become payable under this Declaration or the Bylaws.

(2) The provisions of this Section 3.3 shall not limit the right of the Board to levy and collect the sums specified herein as special assessments against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member into compliance with this Declaration or the Bylaws. Except as to reasonable late payment penalties for delinquent assessments and/or charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorney's fees) in its efforts to collect delinquent assessments, any monetary penalty imposed by the Association as a disciplinary measure for failure of a Member to comply with this Declaration or the Bylaws or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to common areas and facilities for which the Member was allegedly responsible or in bringing the Member into compliance with this Declaration or the Bylaws, may not be characterized nor treated as an assessment which may become a lien against the Member's subdivision interest enforceable by the sale of the interest in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the California Civil Code.

(3) The Board may not, without the vote or written consent of a majority of Association Members other than the Declarant, impose a regular annual assessment per Lot which is more than 20% greater than the regular annual assessment for the immediately preceding year.

3.4 PAYMENT, LATE CHARGES, PENALTIES & SUSPENSION.

(1) Each Member shall pay all assessments levied upon his Lot to the Association on or before the due date. No Member

may exempt himself from liability for his share of assessments by waiving rights regarding the common area or by abandoning his Lot.

(2) If an assessment is not paid when due, the Association may assess the Member for late charges, interest and collection costs, including reasonable attorney's fees. Late charges levied against a Member for the delinquent payment of regular and special assessments and enforcement assessments or penalties imposed upon a member for failure to comply with this Declaration or the Bylaws of the Association, shall not exceed the following rates computed on the outstanding balance, which shall include any late charges previously assessed and unpaid, from month to month:

(a) One and One-Half Percent (1.5%) on so much of the outstanding balance that it does not exceed One Thousand Dollars (\$1,000.00).

(b) One Percent (1%) on the excess over One Thousand Dollars (\$1,000.00) of the outstanding balance, if the outstanding balance is more than One Thousand Dollars (\$1,000.00).

(c) If the late charge so computed is less than Ten Dollars (\$10.00) for any month, Ten Dollars (\$10.00).

No charge may be imposed more than once for the delinquency of the same payment, provided, however, that the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. The payment of an assessment is not delinquent for the purpose of this Section until at least thirty (30) days following the due date of the assessment. When an assessment is paid more than thirty (30) days after the due date of the assessment, late charges shall accrue from the first day following the due date of the assessment. Any late charge levied by the Association shall constitute full compensation for any additional bookkeeping, billing, or other administrative costs that may be incurred by the Association as a result of the late payment of an assessment. Upon motion, a court may award reasonable attorney's fees and costs to the prevailing party in any action instituted by the Association to enforce the payment by a Member of any delinquent regular or special assessment, any enforcement assessment or penalty, and any attendant late fees.

(3) During any period in which a Member shall be in default in the payment of any assessment levied by the Association, the voting rights and right to use of the

recreational facilities, if any, of such Member may be suspended by the Board until such assessment has been paid. Such rights of a Member may also be suspended for a period not to exceed thirty days, for any single infraction of any Rules and Regulations.

(4) The Association is not empowered to cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her individually owned subdivision interest on account of the failure of the Owner to comply with this Declaration, the Bylaws, Articles or any rules or regulations of the Association, except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay assessments duly levied by the Association.

3.5 LIEN. Such assessments (including late charges, interest, collection, attorneys' fees and other costs) shall, if not paid within thirty (30) days of the due date, become a lien upon the Member's Lot and shall continue to be such a lien until fully paid, subject to the following conditions:

(1) Such lien shall become effective against any such Lot only upon the recordation by the Association of a Notice of Lien, in the Office of the County Recorder of Sonoma County, California. The Notice of Lien shall state the amount of delinquent assessments and other charges, a description of the Lot against which the same has been assessed, and the name of the Owner of such Lot. Such Notice of Lien shall be executed by an authorized representative of the Association. Upon the payment or satisfaction thereof, the Association shall cause to be recorded a release of lien, provided that the Association is reimbursed for the cost of preparing and recording the release (including reasonable attorneys' fees).

(2) Any action brought to foreclose such lien shall be commenced within one year following such recordation; provided, however, that said period may be extended by the Association for a period not to exceed one additional year by recording a written extension thereof.

(3) Any such lien shall not defeat nor render invalid nor rank the lien of any first Mortgage or first Deed of Trust affecting any Lot made in good faith and for value and recorded in the office of said County Recorder prior to the recordation of any such lien, and any such lien shall be subordinate and subject to the lien of any such prior recorded first Mortgage or first Deed of Trust. Any person who acquires title to a Lot by or through trustee's sale or foreclosure of a first Mortgage or

first Deed of Trust shall take such title free of the lien hereof for all assessments which accrued up to the time of such trustee's sale or foreclosure, but subject to the lien hereof for all assessments and charges subsequently accruing.

3.6 ENFORCEMENT. The Association shall file a lawsuit in a proper court, including Small Claims Court, against any Member who has failed to pay any or part of any assessment when due.

3.7 FORECLOSURE. The Association is hereby vested with the right and power to bring at its option, any and all actions against an Owner for the collection of said assessments which are not paid when due, and to enforce the aforesaid lien by any and all methods available for the enforcement of contractual obligations or liens including, without limitation, the right to bring a personal action against the Owner on such debt, the right to a personal action against the Owner on such debt, the right to foreclose such lien in any method provided by law for foreclosure of a mortgage, and the right to sell the Owner's interest by power of sale, which may be enforced by the Association, its attorney or other person authorized to bring such action or make such sale. A sale of an Owner's interest by power of sale shall be conducted in the same manner provided in California Civil Code §§2924, 2924a, 2924b, 2924c, 2924f and 2924g (or any similar statutory provisions that may hereafter exist) for the foreclosure by power of sale of mortgages. Such provisions shall be applied and adopted to the foreclosure of the lien by power of sale to the fullest extent reasonable possible and consistent in view of the differences between the lien and mortgages generally (for example, "trustor" as used in the statute would refer to the delinquent "Owner" and "beneficiary" would refer to the Association"). The Association shall have the power to bid in its own name on the property sold and to hold, lease, mortgage and convey the same for the benefit of all the Owners. All rights and remedies granted to the Association hereunder shall be cumulative and the exercise of one or more rights or remedies shall not constitute a waiver or election preventing the use of other rights or remedies. The Association shall be entitled to collect from a defaulting Owner all costs and attorneys' fees incurred in connection with pursuing the collection of said assessments and/or the enforcement of said lien.

3.8 HEARING. Late charges, penalties, suspension of rights or any other disciplinary actions shall not take effect against a Member unless the Member is notified in writing of the disciplinary action and the reasons therefor at least fifteen (15) days prior to the effective date of the action, and if requested by said Member in writing within five (5) days after receipt of notice thereof, a hearing on said action is held

before the Board. Said hearing shall be held by the Board at least five (5) days before the effective date of the action, and at said hearing the Member may appear and defend himself against the matters resulting in the notice of such action. The procedures for notice and hearing shall comply with California Corporations Code §7341.

3.9 RIGHT OF CITY TO COMPEL MAINTENANCE OF LANDSCAPE EASEMENTS. In consideration of the approval by the City of Santa Rosa, (hereinafter called "City") of the development of the real property to which these covenants relate, Declarant hereby covenants and agrees and each owner of any Lot covered by these covenants 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 Lot Owner is deemed to covenant and agree as follows:

(a) City May Compel Performance. In the event the Association fails to provide for the maintenance of the Common Area to the end that the same shall at all times present a neat, clean and well kept appearance, the City shall have the right, but not the duty, to compel such maintenance in the manner hereinafter provided.

After due notice and a public hearing, the City Council shall authorize and direct the giving of sixty (60) days written notice to the Association to correct such failure to maintain such Common Areas. In the event the Association shall fail to take steps satisfactory to the City to correct such failure within said sixty (60) day period, the City shall have the right to do any of the following:

(i) Do or perform any act the Association is authorized to do or perform under the provisions of these covenants which shall be necessary to the maintenance of the Common Areas, including but not limited to (1) performance of the necessary maintenance and (2) levy and collect the cost of doing such maintenance in accordance with the assessment procedures set forth in Section 3.3 above.

(ii) Take such legal steps as may be necessary to compel performance by the Association.

(b) Costs of Enforcement. In the event the City shall exercise any of the remedies afforded to it under the preceding section, any sums recovered from any suit, or foreclosure sale or judicial foreclosure proceedings shall be applied first to cover the City's costs of suit or foreclosure, including but not limited to filing fees, title company charges, miscellaneous

foreclosure costs, and reasonable attorneys' fees. The balance of any sums so recovered shall then be applied against any amount which is then lawfully owing to the City or other public entities. All remaining sums shall be paid to the Owner of the property foreclosed upon as his or her interest may appear.

(c) Waiver. Failure of the City to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(d) Mortgage Protection. Notwithstanding all the other provisions hereof:

Any lien created by the City hereunder upon the project, or any Lot thereof, covered by this Declaration of protective restrictions, shall be subject to 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 project or lot made in good faith and for value; provided said mortgage or deed of trust had been recorded prior to the recording of a notice of delinquency by the City as provided herein. No foreclosure of any such mortgage or deed of trust shall impair the City's right to enforce the provisions of this Article III, Section 3.9 against the purchaser of such project or lot at such foreclosure sale as to existing or future failures to maintain the common areas.

3.10 INDEMNIFICATION OF CITY. In consideration of and as a condition of approval of the Project, Declarant, on behalf of itself and its successors and assigns and the Association created herein, does hereby release, discharge, hold and save harmless the City, its officers and employees from any and all liability, claims, or demands arising out of the inadequate or negligent maintenance of common areas of the Project or improvements thereto.

Should the City be joined or named as a party in any legal proceedings or in any other action related to the maintenance responsibilities of the Association or the individual members thereof, Declarant, its successors and assigns and the Association do hereby agree to indemnify, hold harmless, and defend or settle any and all claims or actions against the City and to pay any and all claims, damages, judgments or other liability legally imposed upon the City arising out of any such proceeding and will pay all costs and expenses, including attorney fees and reasonable defense costs incurred in connection therewith.

ARTICLE IV

RESIDENTIAL AREA COVENANTS

4.1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage.

4.2 ARCHITECTURAL CONTROL.

(a) A committee for the control of structural, exterior and landscaping architecture and design ("Architectural Control Committee") within the Project, shall be established, consisting of three persons. Declarant may, at its sole option, appoint all of the original committee persons to the Architectural Control Committee and all replacements until the first anniversary of the original issuance of the Final Subdivision Public Report. Thereafter, the Board shall have the right to appoint at least one committee person, but Declarant may, at its sole option, appoint a majority of said committee persons until (i) 90% of the Lots have been sold or (ii) until the fifth anniversary of the original issuance of the Final Subdivision Public Report for the Project, whichever occurs first, and the Board shall appoint the remaining committee persons. Thereafter, the Board shall appoint all of said committee persons. Architectural Control Committee persons appointed by the Board shall be Members of the Association, but those appointed by Declarant need not be Members of the Association.

(b) No additions, alterations, repairs or restorations to the exterior or structural portions of any Residence nor changes in or additions to fences, hedges, patio covers, landscaping, lighting, structures, carports, garages, awnings, walls, exterior paint or decor, fountains, or other matter visible from the exterior of a Lot shall be commenced, applied, constructed, erected, or maintained by any person, other than the Declarant (through its officers, agents or employees), until the plans and specifications showing the nature, kind, shape, height, materials, color, location and approximate cost of the same shall have been submitted to and approved in writing as to the conformity and harmony of external color, design and location with existing structures in the Project by the Architectural Control Committee. In addition, any fencing placed on the common area along Piner Road shall be approved by the City of Santa Rosa as required and in accordance with the project improvement plans. If the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after

said plans and specifications have been submitted to it, such approval will not be required and this paragraph will be deemed to have been fully complied with as to such particular item.

4.3 EASEMENTS FOR PRIVATE MAINTENANCE AND DRAINAGE AND PUBLIC UTILITY EASEMENTS. Easements for private maintenance and drainage and public utility easements are reserved as shown on the Map. Within the private maintenance and drainage easements and public utility easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The private maintenance and drainage easements and public utility easements on each lot, shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

4.4 SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sale.

4.5 LIVESTOCK AND POULTRY. No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

4.6 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other material. No waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4.7 EXTERIOR ANTENNAS. No exterior antennas of any kind shall be installed on any lot.

4.8 CONDEMNATION OR DESTRUCTION. In the event that (1) an award is made for the condemnation of all or part of the Common Area or (2) there is a partial or total destruction of the Common Area, the monies so received shall be retained by the Association and shall be considered as a factor when the Board determines the amount of regular or special assessments pursuant to Section 3.3 of this Declaration.

ARTICLE V

GENERAL PROVISIONS

5.1 TERMS OF RESTRICTIONS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Lots, other than Declarant, has been recorded, agreeing to terminate and revoke said covenants, in whole or in part.

5.2 AMENDMENT. This Declaration may be amended by the affirmative vote (in person or by proxy) or the written consent of a majority of each class of Members in existence at the time the amendment is considered. Upon cessation of two-class voting as provided in Section 2.1 of the Bylaws, this Declaration may be amended by a majority of the total voting power of the Association and a majority of the votes of Members other than Declarant. However, in no event shall the percentage of a quorum or of the voting power of the Association or of Members other than Subdivider necessary to amend a specific clause or provision be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any such amendment shall become effective upon recordation in the office of the Sonoma County Recorder of a written instrument setting forth such amendment and signed and acknowledged by a majority of the Board who shall certify in said written instrument that a majority of the total voting power of the Association and a majority of the votes of members other than Declarant have approved such amendment.

5.3 ENFORCEMENT. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and covenants now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.4 WAIVER OF PARTITION. During the term hereof, no Owner shall sever his ownership interest in a Lot or any portion of a Lot from his membership in the Association or his right to use in and to the Common Area. The Owners and all other persons having an interest in the Project shall have no right or cause of action for a judicial partition of the Project, the Common Areas, or any part thereof during the term hereof; provided, however, that a

partition of the Project, including all Residential Lots, shall be permitted if (1) three years after damage or destruction to the Project which renders a material part thereof unfit for its prior use, the Project has not been rebuilt or repair substantially to its state prior to its damage or destruction, or (2) three-fourths or more of the Project has been destroyed or substantially damaged, and Owners holding in aggregate more than a majority of the voting power in the Association are opposed to repair or restoration of the Project. Nothing in this paragraph shall prohibit co-ownership of a Lot.

5.5 SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

5.6 NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been received when mailed postage prepaid to the last known address of the person who appears as Member on the records of the Association at the time of such mailing, or in the case of personal delivery, upon delivery to such last known address.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 25 day of February, 1985.

"Declarant"

J.R. FINITZ, INC.

By James R. Finitz President

By Judy Lyndland Secretary

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SONOMA)

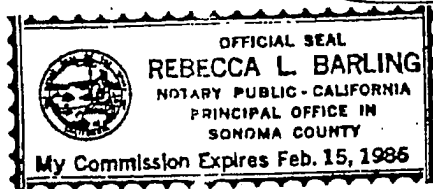
On this the 25 day of February, 1985, before me, the undersigned Notary Public, personally appeared James R. Fintiz, President and Judy Lynchard, Secretary,

 personally known to me

XX proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.



Rebecca L. Barling
 REBECCA L. BARLING

PINER VILLAGE LANDSCAPE MAINTENANCE
HOMEOWNERS ASSOCIATION
P.O. Box 0325
Fulton, CA 95439



AT REQUEST OF:

1994 134051
OFFICIAL RECORDS OF
SONOMA COUNTY
BERNICE A. PETERSON

12/06/1994
FEE: \$ 10.00
TT: \$.00
10:39:36
PGS: PAID 2

AMENDMENTS OF CONVENANTS, CONDITIONS & RESTRICTIONS OF PINER VILLAGE
LANDSCAPE MAINTENANCE HOMEOWNER'S ASSOCIATION
P.O. BOX 0325. FULTON, CA. 95439

The following amendment to the CONVENANTS, CONDITIONS AND RESTRICTIONS of Piner Village Landscape Maintenance Homeowner's Association was presented for ratification and approved by Association members at the annual meeting held on November 9, 1994:

AS TO ARTICLE IV
SECTION 4.6

Presently Reads: GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other material. No waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Amended to Read: GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other material. No waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Bins for recycling material, garbage containers and grass clippings containers shall be kept stored AWAY FROM PUBLIC VIEW except on those days designated by the trash collection company for pick-up. As Soon As Possible after pick-up all bins and containers shall be retrieved from their on-street location and stored AWAY FROM PUBLIC VIEW.

REFERENCE: NWT #75396T
85012 1

Recorded at 8:00am FEBRUARY 27, 1995

See attached subdivision map, Piner Village P.U.D.

William D. Gadwah

President

PINER VILLAGE LANDSCAPE MAINTENANCE
HOMEOWNERS ASSOCIATION
P.O. Box 0325
Fulton, CA 95439



AT REQUEST OF:

1995 0000185

OFFICIAL RECORDS OF
SONOMA COUNTY
BERNICE A. PETERSON

01/04/1999 10:02:31
FEE: \$ 10.00 PGS: 2
TT: \$.00 PAID

ADDITION OF COVENANTS, CONDITIONS & RESTRICTIONS OF PINER VILLAGE
LANDSCAPE MAINTENANCE HOMEOWNERS ASSOCIATION
P O. BOX 0325, FULTON, CA 95439

The following Santa Rosa City Ordinance is hereby added to the
CONVENANTS, CONDITIONS AND RESTRICTIONS of PINER VILLAGE LANDSCAPE
MAINTENANCE HOMEOWNERS ASSOCIATION:

SECTION 20-05.760 General

It is hereby found and determined that the extended parking or storage of motor vehicles, trailers, airplanes, boats or building materials within the yards required under and pursuant to the applicable laws of the city and regulations of this code creates a fire hazard; constitutes a nuisance per se; constitutes an attractive nuisance to children; can create a traffic hazard in that it obscures vision of cross traffic at corners; cuts off light and air from adjacent buildings; detracts from the attractiveness and investment opportunities within the city and lowers property values therein; and defeats the purposes of this Code.

SECTION 20-05;761 Prohibited Parking or Storage

It shall be unlawful to use any required yard, as such yards are required by this Code, for the extended parking or storage of any motor vehicle, mobile home, trailer, airplane, boat, parts of any of the foregoing, or building materials (except building materials for use on the premises and stored thereon during the time a valid building permit is in effect for construction on the premises); provided, however, the provisions of this section shall not apply to any motor vehicle in fully operational condition parked in a driveway which is used on a regular day to day basis.

SECTION 20-05.762 Time Limits

Extended parking or storage, as used in this Article, shall mean the presence for a period of 72 or more consecutive hours within the required yard or setback area.

REFERENCE: NWT #75398T
8501 1
Recorded at 8:am FEBRUARY 27, 1985
1985-012061

William D. Gadwah

A handwritten signature in dark ink, appearing to read "William D. Gadwah".
President

NOTARY ACKNOWLEDGMENT

State of California

County of Sonoma }

On 12 6 94 before me, Lorraine PLEARY,

personally appeared William D Gadwal
☐ 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 document.

RE - C. C. & R. BROADMAN

SEAL

WITNESS my hand and official seal.

Lorraine PLEARY
SIGNATURE OF NOTARY

Completion of this section is recommended, but optional.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

TITLE OR TYPE OF DOCUMENT: Financing of Home Owners
NUMBER OF PAGES: 1 DOCUMENT DATE: 12-6-94