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RECORDED AT REQUEST OF
MARIN TITLE GUARANTY CO.
AT 40 MIN. PAST 1 P M.
OCT 2 6 1966
Official Records of Marin County, Calif.
N. J. Giacomini
FEE $ 21.20 RECORDER

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

MEADOWLAND, UNIT 1

WHEREAS, MATHEW G. FARR and BOBBIE J. FARR, husband and wife, hereinafter referred to as "Declarants", are the owners of that certain real property located in the County of Marin, State of California, described as:

> Lots 1 through 52 inclusive and Parcels "A" and "B", as said lots and parcels are shown upon the map entitled, "Meadowland Unit No. 1, Marin County, California", filed in the Office of the County Recorder of the County of Marin on March 24, 1966, in Map Book 13, at page 61.

WHEREAS, it is the desire and intention of the Declarants to impose upon said real property mutually beneficial restrictions under a general plan or scheme of improvement for the benefit of all of said lots, the structures thereon, and the future owners thereof;

NOW, THEREFORE, the Declarants hereby declare that all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property and every part thereof. All of the limitations, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof, and shall be for the benefit of each owner of any portion of said real property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

ARTICLE I. DEFINITIONS

The terms used herein shall have the following meanings unless expressly otherwise provided:

1. "Corporation" shall mean MEADOWLAND OF MARIN, INC., a California non-profit corporation, or its successor.

2. "Common area" shall mean Parcels A and B as shown on the Map together with improvements thereon and pedestrian easements incident thereto as shown on the Map.

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3. "Member" shall mean the holder or, collectively, the holders of a membership in the corporation.

4. "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.

5. "Lot" shall mean Lots 1 through 52 as shown on the Map.

6. "Development" shall mean all of the property shown on the Map.

ARTICLE II. COMMON AREA

1. Ownership. The common area is deemed owned by the owners of the lots as tenants in common, in equal shares, one for each lot. An Owner's undivided interest in the common area shall be deemed appurtenant to the Owner's lot and shall be transferred, conveyed, sold, leased, or rented only in conjunction with the transfer, conveyance, sale, lease, or rental of the lot. The liability of lot owner under these covenants shall continue notwithstanding the fact that he may have leased or rented his interest as provided herein.

2. Judicial Partition. Each lot owner, and the successors of each owner, whether by deed, gift, devise, or operation of law, do by their respective acceptance of the covenants herein contained, for their own benefit and for the benefit of their respective lots and for the benefit of the other lot owners and for the benefit of other lots specifically waive and abandon all rights, interests, and causes of action for a judicial partition of the common area of the project and do further promise and covenant that no action for a judicial partition of the common area of the project shall be instituted, prosecuted, or reduced to judgment earlier than the limitation contained in this provision. Nothing herein shall be deemed to prevent partition of a co-tenancy in a lot. The waiver and covenant not to sue herein contained shall operate in force until twenty-one years after the death of the survivor of the following persons who are the children of Queen Elizabeth II of England and of her Consort, Prince Philip, the Duke of Edinburgh: Prince Charles, Prince Andrew, Princess Anne, and Prince Albert.

ARTICLE III. THE CORPORATION

1. General Powers. The common area shall be governed by the corporation through its duly elected officers and board of directors. The corporation shall have the rights and powers as set forth in its Articles of Incorporation, attached hereto as Exhibit "A", and By-Laws, attached hereto as Exhibit "B", and it shall perform each and every duty required of it by this Declaration.

2. Membership. There shall be one membership in the corporation appurtenant to each lot. No membership may be severed or separated from such lot and any sale, transfer or conveyance of a lot shall operate to transfer the appurtenant membership without the requirement of express reference thereto. No lot owner may avoid the burdens or obligations incidental to membership by non-use of the common area or abandonment of his lot.

3. Duties. The corporation shall have authority to:

(a) Enforce applicable provisions of the declaration of restrictions, by-laws, organizational rules or other documentation relating to the control and management of the common area;

(b) Contract and pay premiums for fire, casualty, liability and other insurance, including indemnity and other bonds;

(c) Contract and pay for maintenance, gardening, utilities, materials and supplies and services relating to the common area, and to employ personnel reasonably necessary for the operation of the common area including lawyers and accountants where appropriate;

(d) Pay taxes and special assessments which are or would become a lien on the common area;

(e) Where appropriate, to pay for reconstruction of any portion or portions of the common area damaged or destroyed which are to be rebuilt;

(f) Delegate its powers.

4. Accounting. The corporation shall be required to obtain an annual report of the receipts, disbursements, and financial standing of the organization and to mail a copy of each annual report to each lot owner. Each lot owner or his designated agent shall have the right to inspect the books of account of the corporation at all reasonable times and places. Any lot owner may, at his own expense, cause an audit to be made of the maintenance fund by a certified public accountant.

5. Special Assessment. In addition to the general assessment provided in Article IV, the corporation may, from time to time, establish a special assessment to be levied equally against each lot for the operation of the Corporation, provided, however, that the expenditure of funds collected by such special assessment shall be subject to the approval of a majority vote of the lot owners. The Corporation shall also have the authority to establish and fix a special assessment on any lot to secure the liability of the owner of such lot to the Corporation for any breach by such owner of any of the provisions of this Declaration, provided, however, that the amount of said special assessment shall not exceed actual costs and reasonable attorney's fees incurred by the Corporation in enforcing this Declaration. Any special assessment shall become a lien against each lot in the same manner as provided by Article IV. Any special assessment shall be payable in full on the first day of the second calendar month next following the date the same shall be established by the Corporation.

ARTICLE IV. MAINTENANCE COSTS

1. Payment of Maintenance Costs. Each lot owner shall pay to the Corporation, in monthly installments, a sum of money for the maintenance, upkeep, care, taxes, replacement reserves, insurance, electricity, gas, water, and other utility costs of the common area. The monthly maintenance charges shall be assessed equally among the lot owners, including declarants or their successors in interest as to lots in which they retain ownership. Said payments shall be made monthly, in advance, on the first day of every calendar month, and until some other amount shall have been fixed by the Corporation, the total monthly charge shall be $455.00. Said maintenance charges shall be paid on the close of escrow and shall be prorated for the portion of the month remaining after the close of escrow. Amendments to this paragraph shall be effective only upon unanimous written consent of the lot owners and their mortgagees. No lot owner may waive or otherwise escape liability for the assessments provided herein by non-use of the common area.

2. Default in Payment of Assessments. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed. The amount of any assessment, whether regular or special, assessed to the owner of any lot plus interest at seven per cent (7%), and costs, including reasonable attorneys fees, shall become a lien upon such lot upon recordation of a notice of assessment

as provided in Section 1356 of the Civil Code. A certificate executed and acknowledged by the corporation stating the indebtedness secured by the lien created hereunder shall be conclusive upon the corporation and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner upon request at a reasonable fee, not to exceed Fifteen Dollars ($15.00).

3. Mortgage Protection. Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any lot shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to paragraph 2 above on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein;

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof;

(c) By subordination agreement executed by the corporation, the benefits of (a) and (b) above may be extended to mortgages not otherwise entitled thereto.

ARTICLE V. INSURANCE

1. Liability Insurance. The Corporation shall purchase appropriate public liability insurance, keeping in mind the nature of the various activities which may be carried on in the common areas.

2. Casualty Insurance. The Corporation shall keep the building and improvements erected upon the common area, and all fixtures and personal property owned by the Corporation, insured for the benefit of the Corporation, in an amount which shall be equal to their maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the insurance carried (a) against loss or damage by fire and hazards covered by a standard extended coverage endorsement; and (b) against such other risks of a similar or dissimilar nature, as are, or shall be customarily covered with respect to buildings of similar construction, location, and usage.

3. Damage and Destruction. If any of the buildings or improvements in the common are are damaged by fire or other casualty, all insurance proceeds shall be paid to the Corporation and it shall use the same to rebuild or repair said improvements in accordance with the original plans and specifications therefor, or in accordance with modifications thereof if such modifications are approved by a majority

of the members at a special meeting called therefor. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Corporation may levy a special assessment on all lot owners to make up any deficiency.

ARTICLE VI. USE AND OCCUPANCY

1. Each lot shall be used as a residence for a single family and for no other purpose.

2. Nothing shall be stored in the common area without the prior consent of the Corporation except as hereinafter expressly provided.

3. Nothing shall be done or kept in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Corporation. No lot owner shall permit anything to be done or kept on his lot or in the common area which will result in the cancellation of insurance on any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.

4. No sign of any kind shall be displayed to the public view on or from the common area, without the prior consent of the Corporation, except that a sign of customary and reasonable dimensions offering a property for sale may be posted by the owner.

5. No animals, livestock or poultry of any kind shall be raied, bred, or kept on any lot or in the common area, except that dogs, cats or other household pets may be kept on the lots.

6. No noxious or offensive activity shall be carried on in or upon any lot or in the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other lot owners.

7. Nothing shall be altered or constructed in or removed from the common area, except upon the written consent of the Corporation.

8. There shall be no violation of rules for the use of the common area adopted by the Corporation and furnished in writing to the members, and the Corporation is authorized to adopt such rules.

ARTICLE VII. MISCELLANEOUS

1. Waiver. Failure of the corporation or any lot owner to enforce any condition, restriction, or covenant herein contained shall not constitute a waiver of the right to do so thereafter.

2. Amendment. Except as otherwise provided herein, the provisions of these restrictions may be amended by an instrument in writing signed and acknowledged by record lot owners holding seventy-five percent (75%) of the total vote hereunder, which amendment shall be effective upon recordation in the Office of the Recorder of the County of Marin.

3. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

4. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Corporation for the purpose of service of such notice or to the lot of such person if no address has been given to the Corporation. Such address may be changed from time to time by notice in writing to the Corporation.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 5th day of ~~June~~ Oct., 1966.

MATHEW G. FARR

BOBBIE J. FARR

STATE OF CALIFORNIA)
COUNTY OF MARIN) ss.

On this 5th day of ~~June~~ Oct, 1966, before me, JAMES B. McKENNEY, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared MATHEW G. FARR and BOBBIE J. FARR, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Marin, State of California, the day and year in this certificate first above written.

JAMES B. McKENNEY
Notary Public
Marin County
State of California

JAMES B. McKENNEY
Notary Public in and for the State of California, County of Marin.

ACCEPTANCE AND APPROVAL

MEADOWLAND OF MARIN, INC., a non-profit corporation organized and existing under the laws of the State of California, does hereby accept and consent to all of the terms, provisions and conditions, including all protective restrictions, conditions, covenants, reservations, liens, charges, and assessments contained, in the foregoing Declaration and by this Acceptance and Approval hereby agrees to act in the capacity and with the powers and authority given it under said Declaration. This Acceptance and Approval is hereby executed concurrently with the execution of said Declaration and the undersigned hereby causes its signature to be hereunto affixed by its authorized officers the day and year of the date of said Declaration.

MEADOWLAND OF MARIN, INC.

By ______________________
MATHEW G. FARR, President

By ______________________
BOBBIE J. FARR, Secretary

STATE OF CALIFORNIA)
COUNTY OF MARIN) ss.

On this 5th day of ~~June~~ Oct, 1966, before me, JAMES B. McKENNEY, a Notary Public in and for the County of Marin, State of California, residing therein, duly commissioned and sworn, personally appeared MATHEW G. FARR and BOBBIE J. FARR, known to me to be the President and Secretary, respectively, of the corporation described in and that executed the within instrument, and also 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Marin the day and year in this certificate first above written.

JAMES B. McKENNEY
Notary Public
Marin County
State of California

____
JAMES B. McKENNEY
Notary Public in and for the State of California, County of Marin.

CONSENT

MARIN TITLE GUARANTY CO., a California corporation, being record holder owner of the real property referred to herein for the benefit of MATHEW G. FARR and BOBBIE J. FARR, consents to the within Declaration of Covenants, Conditions and Restrictions.
Dated: June ____, 1966.

MARIN TITLE GUARANTY COMPANY

By ______________________

7.

SUBORDINATION AGREEMENT

WHEREAS, it is to the benefit of the undersigned as well as to the owners of the lands affected by the above instrument for the undersigned to be bound by said Declaration of Covenants, Conditions, and Restrictions,

NOW, THEREFORE, FIRST AMERICAN TITLE INSURANCE AND TRUST COMPANY, as Trustee, and CONTINENTAL MORTGAGE INVESTORS, a Massachusetts Business Trust, as Beneficiary (by Assignment recorded in Book 2015, Official Records of Marin County at page 273) under that certain deed of trust executed by MATHEW G. FARR and BOBBIE J. FARR, recorded January 10, 1966, in Book 2015, of Marin County Records at page 320, do hereby subordinate the lien of said deed of trust to the above Declaration of Covenants, Conditions and Restrictions and do hereby consent and covenant to be bound by all the provisions therein set forth.

Dated: October 25, 1966.

FIRST AMERICAN TITLE INSURANCE AND TRUST COMPANY

By [signature]
Vice President

CONTINENTAL MORTGAGE INVESTORS,
A Massachusetts Business Trust

By [signature]
Trustee

The name Continental Mortgage Investors is the designation of the Trustees for the time being under a Declaration of Trust dated November 29, 1951, as amended, and all persons dealing with Continental Mortgage Investors must look solely to the Trust property for the enforcement of any claims against Continental Mortgage Investors as neither the Trustees officers, agents or share holders assume any personal liability for obligations entered into on behalf of Continental Mortgage Investors.

STATE OF CALIFORNIA)
COUNTY OF San Francisco) ss.

On this [illegible] day of October, 1966, before me, [illegible], a Notary Public in and for the County of San Francisco, State of California, duly commissioned and sworn, personally appeared [illegible] known to me to be the Vice President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Francisco the day and year in this certificate first above written.

OFFICIAL SEAL
JAMES H. FRANCIS
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN FRANCISCO COUNTY

[signature]
Notary Public in and for said County and State.

JAMES H. FRANCIS
My Commission Expires April 11, 1970

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 13th day of October, 1966, before me, John B. Halverson, a Notary Public in and for the County of Orange, State of California, duly commissioned and sworn, personally appeared Durand A. Holladay known to me to be a Trustee of the Trust that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the Trust therein named, and acknowledged to me that such Trust executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Orange, the day and year in this certificate first above written.

J. B. Halverson

Notary Public in and for
said County & State.

JOHN B. HALVERSON
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY

My Commission expires May 10, 1968.

SUBORDINATION AGREEMENT

WHEREAS, it is to the benefit of the undersigned as well as to the owners of the lands affected by the above instrument for the undersigned to be bound by said Declaration of Covenants, Conditions, and Restrictions,

NOW, THEREFORE, MARIN TITLE GUARANTY CO., as Trustee, and MICHAEL J. SCOTTO and BERNICE SCOTTO, as beneficiaries under those certain deeds of trust executed by MATHEW G. FARR and BOBBIE J. FARR, recorded January 10, 1966 in Book 2015 of Marin County Records at page 325, and in Book 2015 of Marin County Records at page 327, do hereby subordinate the liens of said deeds of trust to the above Declaration of Covenants, Conditions and Restrictions and do hereby consent and covenant to be bound by all the provisions therein set forth.

Dated: ~~June~~ Oct. 5th, 1966.

MARIN TITLE GUARANTY CO.

By [signature]

[signature]
MICHAEL J. SCOTTO

[signature]
BERNICE SCOTTO

STATE OF CALIFORNIA)
COUNTY OF MARIN) ss.

On this ___ ________________, a
of Marin, State of Califor
personally appeared ______
the ______________ o
executed the within instru
person who executed the wi
poration therein named, an
poration executed the same

IN WITNESS
and affixed my official se
year in this certificate f

STATE OF CALIFORNIA, County of Marin

On October 5th, 1966
before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Rudy L. Tulipani and Albert Frasier, Jr.

known to me to be the Vice President ~~etc.~~ s
of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation and acknowledged to me that such corporation executed the same.

[signature] Notary Public

EUGENE A. HYDE, JR.
My commission expires 7/10/69

EUGENE A. HYDE, JR.
NOTARY PUBLIC - CALIFORNIA
MARIN COUNTY

STATE OF CALIFORNIA)
COUNTY OF MARIN) ss.

On this 5th Form 14
JAMES B. McKENNEY, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared MICHAEL J. SCOTTO and BERNICE SCOTTO, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Marin the day and year in this certificate first above written.

JAMES B. McKENNEY
Notary Public
Marin County
State of California

[signature]
Notary Public in and for said County and State.

SUBORDINATION AGREEMENT

WHEREAS, it is to the benefit of the undersigned as well as to the owners of the lands affected by the above instrument for the undersigned to be bound by said Declaration of Covenants, Conditions, and Restrictions,

NOW, THEREFORE, MARIN TITLE GUARANTY CO., as Trustee, and T. O. NANCE and TOMMIE J. NANCE, as beneficiaries under that certain deed of trust executed by MATHEW G. FARR and BOBBIE J. FARR, recorded October 22, 1965 in Book 1992 of Marin County Records at page 421, do hereby subordinate the lien of said deed of trust to the above Declaration of Covenants, Conditions and Restrictions and do hereby consent and covenant to be bound by all the provisions therein set forth.

Dated: ~~June~~ Oct. 5th, 1966.

MARIN TITLE GUARANTY CO.

By Albert Frazier Jr.

T. O. Nance

T. O. NANCE

Tommie J. Nance

TOMMIE J. NANCE

STATE OF CALIFORNIA)
COUNTY OF MARIN) ss

On this ___ ,a
of Marin, State of Califor
personally appeared ______
be the ____________
that executed the within i
be the person who executed
the corporation therein na
corporation executed the s

IN WITNESS
and affixed my official se
year in this certificate f

STATE OF CALIFORNIA, County of Marin

On October 5th, 1966 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Rudy L. Tulipani and Albert Frazier, Jr.

known to me to be the Vice President and ________ of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation and acknowledged to me that such corporation executed the same.

________ Notary Public

EUGENE A. HYDE, JR.
My commission expires 7/10/69

EUGENE A. HYDE, JR.
NOTARY PUBLIC - CALIFORNIA
MARIN COUNTY

STATE OF CALIFORNIA)
COUNTY OF MARIN) ss.

On this 5th , a
JAMES B. McKENNEY
and State, residing therein, duly commissioned and sworn, personally appeared T. O. NANCE and TOMMIE J. NANCE, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Marin the day and year in this certificate first above written.

JAMES B. McKENNEY

James B. McKenney
Notary Public in and for said County and State.