

**THIRD AMENDMENT
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

GEORGE RANCH COMMUNITY ASSOCIATION

As of January 1, 2000¹, all California Community Associations are required, when providing a copy of a Governing Document, to include a cover page with the following statement:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

It has been and continues to be the Association's policy not to discriminate on the basis of race, color, religion, gender, gender identity, gender expression, sex, familial status, marital status, sexual orientation, disability, national origin, or ancestry.

¹ Updated 2012 per AB 877.



2015087707

Official Records Of Sonoma County
William F. Rousseau
10/07/2015 09:17 AM
GENERAL PUBLIC



DCLRE 6 Pgs

Fee: \$28.00

RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:
GEORGE RANCH COMMUNITY ASSOCIATION
c/o Glenn H. Youngling, PLC
1108 Irwin St.
San Rafael, CA 94901

Space Above this Line for Recorder's Use

**THIRD AMENDMENT
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

That certain Declaration of Covenants, Conditions and Restrictions for the GEORGE RANCH COMMUNITY ASSOCIATION recorded March 12, 1996 as Document No. 1996-0021337, and affecting all of the Property described in the Declaration is hereby amended as follows below. The legal description of the subject Property, situated in the County of Sonoma, State of California, is as follows:

All property as shown on the Map entitled "Phase I, The George Ranch", filed in the Office of the County Recorder of Sonoma County, on September 21, 1982, in Book 338 of Maps at Pages 9 to 17.

All property as shown on the Map entitled "Tract No 610, Phase II, The George Ranch", filed in the Office of the County Recorder of Sonoma County, on February 28, 1983, in Book 342 of Maps at Pages 30 to 43.

All property as shown on the Map entitled "Tract No 611, Phase III, The George Ranch", filed in the Office of the County Recorder of Sonoma County, on February 28, 1983, in Book 342 of Maps at Pages 44 to 48.

All property as shown on the Map entitled "Phase IV, The George Ranch", filed in the Office of the County Recorder of Sonoma County, on February 28, 1983, in Book 345 of Maps at Pages 1 to 7.

The following amendment language was approved by the required vote of the Members in July 22, 2015:

(1) *The following sections are deleted in their entirety:*

- 3.1 THE ORGANIZATION
- 3.2 MEMBERSHIP
- 3.3 VOTING.
- 3.4 VOTING PROCEDURES.

- 3.5 NOTICE AND QUORUM AND LOCATION OF MEETING.
- 3.6 ELECTION AND REMOVAL OF GOVERNING BODY MEMBERS.
- 3.7 MEETINGS OF GOVERNING BODY.
- 3.10 LIMITATIONS ON POWERS, DUTIES, AND AUTHORITY OF THE GOVERNING BODY OF THE ASSOCIATION.

(2) *In Section 3.15 "Property Rules: The George Ranch Rules", Subsection 3.15.1 is changed to read as follows:*

3.15.1 The Governing Body may, from time to time, and subject to the provisions of this Declaration and the Davis-Stirling Act, propose such rules as the Governing Body may deem necessary for the management of the Property ("the George Ranch Rules"). The George Ranch Rules may concern, but need not be limited to, the following subjects:

- (a) Use of the Common Area, Residential Lots, or Agricultural Lots;
- (b) Signs [see 5.2(j)];
- (c) Collection and disposal of refuse [see 5.2(o)];
- (d) Use of recreational facilities;
- (e) Restrictions on parking, vehicular travel and types of vehicles permitted to use the Common Area [see 5.2(k), (l), (n)];
- (f) Minimum standards of maintenance of the property; and
- (g) Any other subject or matter within the jurisdiction of the Association as provided in this Declaration.

(3) *In Section 5.2 "Residential Lots: Uses and Restrictions", Subsection 5.2(u) is changed to read as follows:*

(u) The following shall not be erected or maintained on any Residential Lot without the prior written consent of the Architectural Control Committee: (aa) exterior radio antenna, television antenna or other antennae, satellite dish in excess of one meter (~3') wide at it's widest point; and/or (bb) windmill or other structure for generating power.

(4) *Section 6.3 "Appointment of Members" is changed to read as follows:*

6.3 APPOINTMENT OF MEMBERS. The Governing Body of the Association shall have the power to appoint all of the members of the Architectural Control Committee. All members appointed to the Architectural Control Committee shall be from the membership of the Association. The Chairperson of the Architectural Control Committee shall serve as liaison to the Board as a Director or non-voting Officer.

(5) *The following sentence is added to the end of Section 6.5 "Architectural Control Committee Functions":*

Notwithstanding anything to the contrary contained elsewhere in this Declaration, subject to the provisions in the Davis Stirling Act, the Board shall adopt architectural standards, rules and guidelines.

(6) *The following new Section 7.10 is added:*

7.10. RESPONSIBILITY FOR ROADSIDE TREES. The Association shall maintain, remove, replace and otherwise control the trees located on the Common Area adjacent to the roadway. Unless an Owner provides the Board with better information to the contrary, the area of Association responsibility will be measured as 25 feet from the center of the paved roadway to each side of the roadway. The Board may adopt rules, policies, and procedures addressing Owner responsibility for Owners' trees in the proximity of the road, which may adversely affect the road or its use. This may include, for example, include diseased trees, low-hanging branches blocking driving lines of sight, roots interfering with surrounding improvements, etc.

(7) *In Section 8.2 "Enforcement", Subsection 8.2.1 is changed to read as follows:*

8.2.1 Rights to Enforce. Subject to the provisions hereof, and except as specifically limited by Section 8.2.5 below, the Association and/or any Owner shall have the power to enforce the provisions of the Project Documents in any manner provided by law or in equity and in any manner provided in this Declaration or the Bylaws. The Association may institute appropriate dispute resolution proceedings, suspend an Owner's use of the recreation facilities or his or her voting rights for a period not to exceed thirty (30) days and/or levy a fine against Owner. If a fine policy is adopted by the Board, the Association shall distribute it to each Owner, as part of the Annual Policy Statement. The Board may levy a reasonable fine in accordance with the Association's fine policy and/or in the range specified in any Notice of Hearing. A fine, while enforceable by lien and/or judicial foreclosure, shall not be the subject of non-judicial foreclosure. The Association may file a lien to preserve its rights to later file a judicial foreclosure action. In imposing any fine, the Association, in its sole discretion, may choose to suspend some or all of the fine for a period of time pending compliance with a directive of the Association. No determination of whether a violation has occurred shall be made until Notice and Hearing has been provided to the Owner. The Association shall be entitled to adopt rules and/or policies that further the efficient conducting of disciplinary proceedings. Such rules and/or policies shall form a part of the Governing Documents. The Association shall be entitled to its actual legal fees and costs incurred in as a result of Governing Document violations. Fees and other costs may levied as a Reimbursement Assessment.

Notwithstanding anything to the contrary contained in this Declaration, the Association shall not have the power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned Lot, including access thereto over and across the Common Area, due to the Owner's failure to comply with the provisions of the Project Documents, unless the loss or forfeiture is the result of the judgment of a court, an arbitration decision or a foreclosure proceeding or a sale conducted pursuant to this Declaration. The provisions of this Declaration shall be equitable servitudes, enforceable by any Owner and/or the Association against the Association and/or any other Owner, tenant or occupant of the Project. Except as otherwise provided, Declarant, the Association or any Owner(s) shall have the right to enforce, in any manner permitted by law or in equity, any and all of the provisions of the Project Documents, including any decision made by the Association, upon the Owners, the Association or upon any property in the Project.

(8) In Section 8.2 "Enforcement", Subsection 8.2.5 "Binding Arbitration of Disputes" is deleted in its entirety and replaced with the following:

8.2.5 Alternative Dispute Resolution (ADR). In the event of a dispute arising out of the Governing Documents, there are several dispute resolution tools available to Owners and the Association. With the exception of a Small Claims suit, some form of Alternative Dispute Resolution (ADR) must be attempted before filing a legal action. See generally, Civil Code §5900 et seq and §5925 et seq of the Davis-Stirling Act.

(a) **Owner and Association Disputes.**

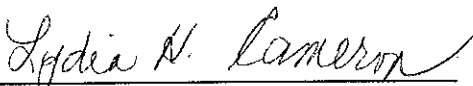
Internal Dispute Resolution Procedure (IDR). In the event of a dispute between an Owner and the Association, prior to filing legal action, the parties shall "meet and confer" in an effort to resolve the dispute pursuant to the provisions of Civil Code §5900-§5920 or an Internal Dispute Resolution procedure otherwise adopted by the Board. The Association participants may be the manager, one or more Directors, or other designated representative(s) of the Board. IDR is optional to the Owner, but required for the Association if the Owner requests it.

Mediation. In the event of a dispute between an Owner and the Association, the parties shall attempt to resolve such dispute by personally participating in a mediation before any formal action is filed or initiated. The cost of the mediator shall be borne equally.

(b) **Owner-to-Owner Disputes: Mediation/Arbitration.** In the event of a dispute between Owners, affected Owners shall attempt to resolve any dispute by mediation. The cost shall be borne equally. If the parties cannot agree on a mediator to provide this service, the Association can recommend and/or facilitate the use of an Alternative Dispute Resolution provider. In the alternative, any party can request the president of the Sonoma Bar Association to identify a mediation service provider and such designation shall be binding. If mediation fails and the dispute continues, the parties shall proceed with binding arbitration administered by the American Arbitration Association and in accordance with the applicable procedures established by that organization.

(9) Section 9.13 "Notices" is deleted in its entirety.

The undersigned declare, under penalty of perjury, under the laws of the State of California, that the matters set forth in this Amendment are true and correct of their own knowledge. Executed at Sonoma, California, on September 26, 2015.


LYDIA H. CAMERON
President
George Ranch Community Association


MICHAEL MANKARDI
Secretary
George Ranch Community Association

NOTARY ACKNOWLEDGMENT(S) ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

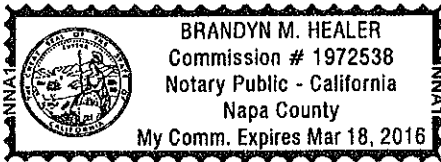
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SONOMA)
On 9/29/15 before me, BRANDYN M HEALER, NOTARY
Date Here Insert Name and Title of the Officer
personally appeared MICHAEL MAINARDI
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AMENDMENT TO CC&R'S - GEORGE RANCH
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

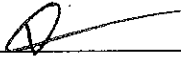
COUNTY OF Marin)

SS:)

On Sept 25, 2015 before me, Dana Orlando Notary Public, personally appeared Cydia H. Cameron, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

[Seal]

