

Recording and Requested by  
and When Recorded Return to:

John G. Mackie, Esq.  
Carle, Mackie, Power & Ross LLP  
100 B Street, Suite 400  
Santa Rosa, CA 95401



2006041673

OFFICIAL RECORDS OF  
SONOMA COUNTY  
EEVE T. LEWIS

GENERAL PUBLIC  
04/07/2006 08:37 DCLRE  
RECORDING FEE: 25.00  
PAID

7 PGS



---

**THE GEORGE RANCH  
DECLARATION OF SECOND AMENDMENT TO  
AMENDMENT TO AND  
RESTATEMENT OF THE  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This George Ranch Declaration of Second Amendment to Amendment to and Restatement of the Covenants, Conditions and Restrictions ("Second Amendment") is dated and effective as of January 1, 2006, fully executed and agreed to by the GEORGE RANCH COMMUNITY ASSOCIATION, a California nonprofit mutual benefit corporation and Lot Owners in George Ranch constituting sixty-six and two thirds percent (66 2/3%) or more of Association members who have consented to adoption of this Second Amendment in writing (hereinafter referred to collectively as the "Declarant").

Declarant hereby amends and restates The George Ranch Declaration of Amendment to and Restatement of the Covenants, Conditions and Restrictions, dated October 10, 1995 and recorded as Document No. 1996 0021377 in the Official Records of Sonoma County on March 12, 1996, and The George Ranch Declaration of First Amendment to Amendment and Restatement of the Covenants, Conditions and Restrictions dated April 8, 1996 and recorded as Document 1996 0033842 in the Official Records of Sonoma County on April 16, 1996 (collectively, the "Amended Declaration").

NOW, THEREFORE, Declarant hereby declares that:

1. Section 3.7 of the Amended Declaration is amended and restated in its entirety to read as follows:

3.7 MEETINGS OF GOVERNING BODY. Regular meetings of The Governing Body of the Association shall be held as prescribed in the Bylaws. Ordinarily such meetings shall be conducted at least monthly though the Bylaws prescribe meetings as infrequently as every six months if business to be

transacted by the Governing Body does not justify more frequent meetings. Regular meetings of the Governing Body shall be held at a time and at a place within the Subdivision fixed by the Governing Body from time to time. Notice of the time and place of a regular meeting shall be posted at a prominent place or places within the Common Area and shall be communicated to Governing Body Members not less than seven (7) days prior to the meeting, unless the time and place of meeting is fixed by the Bylaws; provided, however, that notice of a meeting need not be given to any Governing Body Member who has signed a waiver of notice or a written consent to holding of the meeting.

A special meeting of the Governing Body may be called by written notice signed by the President of the Association or by any two members of the Governing Body other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice shall be posted in a manner prescribed for notice of regular meetings and shall be sent to all Governing Body Members not less than seventy-two (72) hours prior to the scheduled time of the meeting; provided, however, that notice of the meeting need not be given to any Governing Body Member who signed a waiver of notice or a written consent to holding of the meeting.

Regular and special meetings of the Governing Body shall be open to members of the Association and members are encouraged to participate in discussion subject to reasonable rules of conduct established by the Governing Body Member chairing the meeting. Members may not vote on matters before the Governing Body. The Governing Body may, with the approval of a majority of a quorum of its members, adjourn a meeting 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 session shall first be announced in open session. An explanation of any action taken in executive session shall be posted at a prominent place within the Common Area within seven (7) days after the executive session is held.

The Governing Body may take actions without a meeting if all its members consent in writing to the action to be taken. If the Governing Body 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 seven (7) days after the written consents of all Governing Body Members have been obtained.

2. Section 6.5 of the Amended Declaration is amended in its entirety to read as follows:

6.5 Architectural Control Committee Functions. The functions of the Architectural Control Committee, in addition to any functions set forth elsewhere in this Declaration, shall be to consider and approve or

disapprove any plans, specifications or other material submitted to it for the erection, construction, installation, alteration, placement or maintenance of any buildings or other improvement on Lots, or for the alteration or remodeling of, or construction of additions to, any then existing structures on Lots.

All actions of the Architectural Control Committee are subject to review by the Governing Body of the Association at its discretion.

The review by the Architectural Control Committee shall be by the three (3) members. In the event the majority of the regular members disapprove the plans, specifications or materials and upon request of the Owner the Governing Body shall review the plans, specifications or material and may, by majority of a quorum approve said materials. Any decision of the Governing Body shall be final.

The Architectural Control Committee shall adopt such rules as required by this Article VI, and perform such other duties as may, from time to time, be delegated to it by the Association. In the exercise of its discretion and the performance of its functions, the Architectural Control Committee shall not be concerned with the interior layout, design or appearance of any improvement. The Architectural Control Committee shall meet from time to time as necessary to adequately perform its duties hereunder. Any action required to be taken by the Architectural Control Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Architectural Control Committee members. The Architectural Control Committee shall keep and maintain a record of all actions taken by it.

3. Section 8.2.1 of the Amended Declaration is amended in its entirety 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. The Association may institute appropriate arbitration proceedings, suspend an Owner's use of the recreation facilities or his voting rights for a period not to exceed thirty (30) days and/or levy a fine against Owner in an amount not to exceed Fifty Dollars (\$50.00) or such other standard maximum amount as may be approved by fifty-one percent (51%) of Members. The Governing Body shall distribute to each Member by first class mail or personal delivery, a schedule of the monetary penalties for violation of the Project Documents approved pursuant to this Declaration. Monetary penalties, fines and Reimbursement Assessments are expressly agreed to be enforceable by the

lien provisions of this Declaration. No determination of whether a violation has occurred shall be made until Notice and Hearing has been provided to the Owner. In the event arbitration proceedings are instituted by the Association, any award rendered shall include all appropriate Additional Charges. 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.

4. Section 8.2.5 of the Amended Declaration is amended in its entirety to read as follows:

**8.2.5 Binding Arbitration of Disputes:** IN CASE OF ANY CLAIM OR DISPUTE BETWEEN THE ASSOCIATION AND ANY LOT OWNER OR OWNERS, OR AS BETWEEN LOT OWNERS, WHICH CLAIM OR DISPUTE RELATES TO THE RIGHTS OF AND/OR DUTIES OF THE PARTIES UNDER THE PROJECT DOCUMENTS THE PROCEDURE SHALL BE AS FOLLOWS:

THE AGGRIEVED PARTY OR PARTIES SHALL NOTIFY THE OTHER PARTY OR PARTIES OF THE GRIEVANCE, IN WRITING. WHEN SUCH A NOTICE IS RECEIVED BY SAID OTHER PARTY, IT SHALL PROMPTLY RESPOND WITH AN INVESTIGATION, INSPECTION, MEETING, DISCUSSION, OR OTHER ACTION REASONABLY APPROPRIATE TO THE CIRCUMSTANCES. APPROPRIATE ACTION SHALL INCLUDE, WITHOUT LIMITATION, PROMPT COMMUNICATION WITH THE AGGRIEVED PARTY OR PARTIES, AND A PROPOSED COURSE OF ACTION TO RESOLVE THE PROBLEM. ALL PARTIES INVOLVED IN THE MATTER SHALL NEGOTIATE IN A GOOD FAITH ATTEMPT TO AMICABLY RESOLVE THE PROBLEM. IF THE

PARTIES ARE UNABLE TO RESOLVE THE PROBLEM WITHIN A REASONABLE PERIOD OF TIME (NOT TO EXCEED NINETY (90) DAYS AFTER THE FIRST NOTICE OF CLAIM OR DISPUTE) THE MATTER SHALL BE SUBMITTED TO BINDING ARBITRATION TO ONE (1) ARBITRATOR PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

IF THE MATTER PROCEEDS TO ARBITRATION, DISCOVERY SHALL BE ALLOWED PURSUANT TO CODE OF CIVIL PROCEDURE § 1283.05. ARBITRATION OF ANY MATTER PURSUANT TO THIS CLAUSE SHALL NOT BE DEEMED A WAIVER OF THE ATTORNEY/CLIENT OR ATTORNEY/WORK PRODUCT PRIVILEGE IN ANY MANNER.

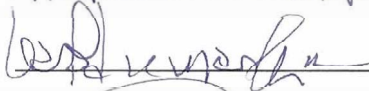
MEMBERS OF THE ASSOCIATION SHALL ANNUALLY BE PROVIDED A SUMMARY OF THE PROVISIONS OF THIS SECTION, WHICH SUMMARY SHALL INCLUDE A STATEMENT THAT AN ASSOCIATION MEMBER HAS NO RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS AND IS LIMITED TO THE ARBITRATION PROVISIONS SET OUT HEREIN.

5. All other provisions of the Amended Declaration shall remain unchanged.
6. All undefined capitalized terms shall have the same meaning as provided in the Amended Declaration.

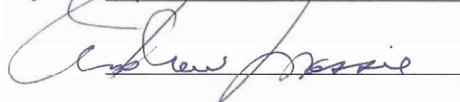
IN WITNESS WHEREOF, the undersigned have executed the within Second Amendment the day and year first set forth above and hereby certify and affirm that this Second Amendment has been executed and agreed to by the Association and has been agreed to by the vote of Lot Owners in George Ranch constituting sixty-six and two thirds percent (66 2/3%) or more of Association members as of, respectively, September 20, 2003 and March 20, 2004.

GEORGE RANCH COMMUNITY  
ASSOCIATION, a California nonprofit mutual  
benefit corporation

By: HAROLD N. MARSH, III

 President


By: ANDREW H. MASSIE JR

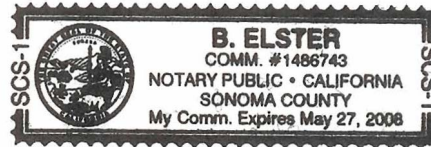
 Secretary

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF Sonoma )

On March 24, 2006 before me B. Elster,  
a Notary Public of the State of California, personally appeared Herold W. Marsh III and Andrew H. Massie Jr.  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public



STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2006 before me \_\_\_\_\_,  
a Notary Public of the State of California, personally appeared \_\_\_\_\_,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public