

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AFFECTING REAL PROPERTY KNOWN AS THE
SHERWOOD FOREST HILLS AND WILLOWBROOK HILLS
DEVELOPMENTS OF MENDOCINO COUNTY

This Amended and Restated Declaration of Covenants, Conditions and Restrictions Affecting Real Property (the “**Declaration**”) is adopted, effective as of **July 8, 2013**, by and among the owners of the parcels of real property described below and situated within the County of Mendocino, State of California, and supersedes the prior version of this Declaration (“**Initial Declaration**”) that was recorded in the office of the Recorder of Mendocino County on May 6, 1970 in Book 816, Pages 486, as instrument number 43106.

RECITALS OF FACT

A. Skyview Limited was the owner of all of the real property in the subdivision known as the “**Sherwood Forest Hills**” Development, which subdivision was described in that map recorded on May 6, 1970, in the Recorder’s Office for the County of Mendocino at Map Case 2, Drawer 15, Page 1, which map is hereby incorporated.

B. Skyview Limited was also the owner of all of the real property in the subdivision known as the “**Willowbrook Hills**” Development, which subdivision was described in that map recorded on September 21, 1971, in the Recorder’s Office for the County of Mendocino at Map Case 2, Drawer 16, Page 100, which map is hereby incorporated.

C. Lots 1 to 71, inclusive, and Annexed Lots 1 to 3, inclusive of the Sherwood Forest Hills Development and Lots 1 through 5, inclusive, and Lots 25 through 71, inclusive of the Willowbrook Hills Development, are together hereafter referred to as the “**Subdivisions**”.

D. The Initial Declaration was recorded on May 6, 1970, effective to Sherwood Forest Hills. Skyview Limited sold all of the parcels in both Sherwood Forest Hills and Willowbrook Hills.

E. Skyview Limited created, in 1975, the Corporation known as the Willowbrook-Skyview Road Association to manage and maintain the common easements throughout the Subdivisions. Willowbrook-Skyview Road Association (aka Skyview-Willowbrook Association for Road Maintenance, “SWARM” or the “**Corporation**”), is a corporation organized and doing business under the laws of the State of California and having the principal office for the transaction of its business located in Willits, Mendocino County, California.

F. The Initial Declaration provides that by a vote of a majority of the owners of the land subject to the Initial Declaration, the Initial Declaration can be amended.

G. On or about **July 8th 2013**, at a duly noticed and conducted meeting of the owners of the lots in the Subdivisions by SWARM, the Initial Declaration was amended and this Declaration was adopted as the amended and restated declaration of the covenants, conditions and restrictions applicable to the Subdivisions.

NOW THEREFORE, the owners of the parcels in the Subdivisions do hereby agree that all the parcels in the Subdivisions are and shall be owned, sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the covenants, conditions and restrictions stated herein, as such may be amended by said owners from time to time.

1. Common Interest Development. The Subdivisions (Sherwood Forest Hills and Willowbrook Hills) taken together constitute a Planned Development within the meaning of the Davis-Stirling Common Interest Development Act (California Civil Code sections 1350, et seq.) and other California laws governing common interest developments. Interests in the Subdivisions that are and will be held in common include the easements over the roadways within the Subdivisions as well as any other interests the members may in the future decide to hold in common.

2. Mutual, Reciprocal Benefit. All of the covenants, conditions, restrictions and agreement herein are made and shall be made for the direct, mutual and reciprocal benefit of each and every lot in the Subdivisions, create obligations that are intended and designed to run with the land, and are intended to create mutual, equitable servitudes upon each lot/parcel in the Subdivisions. The owners of each lot (parcel) are intended to be, and by their ownership subject to this Declaration are, in privity of contract and estate with all other owners, and have reciprocal, mutually enforceable benefits and burdens amongst them, as well as their successors, heirs and assigns. The covenants, conditions, restrictions and agreements herein are covenants running with the land for the benefit of all other lots in the Subdivisions.

3. Terms of Restrictions, Amending, Voting. Each and all said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the first day of January, 2023, at which time they shall be automatically extended for successive periods of ten (10) years unless the owners of a majority of the lots in the Subdivisions vote to change the same in whole or in part. In voting, pursuant to the provisions of this paragraph, each parcel owner of record shall be entitled to one vote for each parcel owned by him or her. The vote for each parcel shall be cast as the title interest holders of that parcel determine among themselves, but in no event shall more than one (1) vote be cast with respect to any one parcel. The action resulting from such voting is to be evidenced by a written instrument signed and acknowledged by the SWARM Board for such lot owners and recorded in the County Recorder's office of the County of Mendocino, State of California.

4. Farm and Domestic Animals. Farm and domestic animals will be restrained to the owner's parcel and will not be allowed to roam through the Subdivisions, except under the owner's direct control.

5. Trash and Garbage. Trash, garbage and other waste containers shall kept off the common roads or streets except during disposal actions, and then, out of traffic.

6. Parking of Vehicles. No vehicle owned and maintained by the owners of any parcel shall be parked, under normal circumstances, upon the common roads or streets.

7. Owner Obligations to Road Easements. All owners have certain obligations as to the frontage along the common easements. These include:

- (a) All owners are obligated to trim back and maintain the vegetation along their parcel's road frontage for visibility and to prevent encroachment.
- (b) All owners are obligated to keep clear the drainage ditches and culverts along their parcel frontage, whether privately or mutually owned.
- (c) Fencing and other restrictive and permanent structures will not be built within 6 feet of the graded road surface. It is strongly discouraged to build within the easements at all to ensure suitable room for maintenance and emergency vehicles.
- (d) Driveway culverts, to permit water drainage along normal road channels, are the responsibility of the parcel owner and will be obligated when road scour is observed.
- (e) Parcels at the end of a road are obligated to maintain cleared space for vehicle turn-around.
- (f) Underground utilities or other personal facilities must be installed at least 3 feet deep and clearly marked and/or registered. Culverts will not be used except for the conveyance of runoff.
- (g) Owners agree not to maintain businesses open to outside public such that extraordinary traffic occurs or exists.
- (h) Owners agree that they (and their guests) will respect and care for the roads, using them for only for the purposes they were designed for. Stunt driving or other unsafe or damaging use of the roads will not be tolerated and can be cause for enforcement actions.

8. Road Maintenance Association. A non-profit corporation, known as the Willowbrook-Skyview Road Association ("SWARM" or the "Corporation"), has been duly formed and in good standing in the State of California since 1975 for the purpose of maintaining and improving the common easements within said developments for the health, safety and welfare of all property owners.

Every person who has or does acquires record title to any lot or lots in the Subdivisions shall by such ownership be conclusively deemed to have consented and agreed to pay all charges and assessments of said Corporation levied upon or assessed against him/her or his/her lot or lots; and every such person shall also be conclusively deemed to have consented and agreed that on the date any charge or assessment of said Corporation is levied or assessed again him/her and notice thereof given, the same shall constitute a lien

against and upon each and every lot owned by him/her in said Subdivisions as security for the payment of said charges and assessments, which lien may be enforced by said Corporation either by an action at law to collect all charges and assessments secured thereby or by an action to foreclose said lien; provided, however, that all such charges and assessments of said Corporation shall be devoted only to the following uses and purposes, to wit:

- (a) Expenses, if any, incident to the enforcement of the covenants, conditions, restrictions and charges contained in this Declaration, and to the collection of the charge or assessment provided for in this clause;
- (b) Improving and maintaining the roads;
- (c) Office expenses incident to the conduct of the business of said Corporation;
- (d) Such other corporation expenses and charges as the Articles of Incorporation or By-Laws of the Corporation, as the same may be amended from time to time, may specify.

Said assessments and charges levied by said Corporation shall be set in a manner and amount to be determined by the Corporation.

9. Membership in SWARM. All owners of parcels in the Subdivisions are entitled to and shall become members of SWARM. Every person who acquires title to any parcel(s) in the Subdivisions by such ownership agrees to comply with all the provisions of this Declaration applicable to lot owners, and covenants to alert any purchaser, assignee or successor that all provisions of this Declaration, and membership in the Corporation, shall automatically follow the transfer of title to any such parcel.

10. Voting in SWARM. The owner(s) of record of each parcel in the Subdivisions shall, if he/she/they have paid current all dues and assessments imposed or levied by the Corporation are paid current, be entitled to one vote in the Corporation for each parcel standing of record in his/her/their or its name, subject to the provisions of the Articles of Incorporation and Bylaws of the Corporation.

11. Violation of Restrictions; Penalties. The result of every action or omission whereby any covenant, condition or restriction in this Declaration, the Bylaws or the Articles of Incorporation is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result. Such remedy shall be deemed cumulative and not exclusive. Failure by any entity entitled to enforce any such measure or provision hereof, upon violation thereof, shall not stop or prevent enforcement thereafter, or be deemed a waiver of the right to do so.

12. Arbitration. If any dispute arises under the provisions of these CC&Rs, alternative dispute resolution shall be considered first. The parties may agree to mediation and/or arbitration by a process with an appointed arbitrator, except as otherwise specifically set forth herein.

13. Attorneys Costs.

In any action or proceeding between the Corporation and one or more members regarding the interpretation or enforcement of these CC&Rs, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties the reasonable attorney fees incurred by the prevailing party in such action.

14. Acceptance of Restrictions. All purchasers of a lot(s) in the Subdivisions shall, upon receipt of title to all or any portion of a parcel therein (or by affirmative vote for amendment of this document), thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

15. Invalidity. It is expressly agreed that in the event any covenant, condition or restriction herein, or any portion thereof, is held invalid or void, such invalidity or void covenant, condition or restriction shall in no way affect any other covenant, condition or restriction herein contained.

16. Waiver of Breach. No waiver of a breach of any of the covenants, conditions or restrictions herein shall be construed as a waiver of any succeeding breach of the same or any other such covenant, condition or restriction.

17. Mortgages or Deeds of Trust. All covenants, conditions, restrictions, agreements, all assessments and charges of the Corporation, and all other provisions herein shall be deemed subject to and subordinate to all mortgages and/or deeds of trust now or hereafter executed covering all or any of the lots shown on said Maps and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust, but that it is distinctly understood and agreed that if any lot or lots are sold under a foreclosure of any mortgage or under provisions of deed of trust, any purchaser at such sale, his, her, or its successors or assigns, shall hold such lot or lots so purchased subject to valid assessments and charges thereafter levied by said Corporation and to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration then existing and as the same may thereafter be amended from time to time.

18. Marginal Notes. The headings, marginal notes and phrases as to the contents of particular paragraphs herein are inserted only as a matter of convenience and for reference and are in no way or are they intended to be a part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

19. Alteration or Modification. SWARM, its Board and its members reserve the right to alter, delete or modify the foregoing restrictions, conditions, covenants and agreements in accordance with the above provisions.

WHEREFORE, the undersigned, by its President and Secretary, as duly authorized by the vote of the members and resolution of its board of directors, has caused its corporate name to be hereunto subscribed, the day and year first above written.

Signed _____

By _____
(President)

Signed _____

By _____
(Secretary)