
**ARTICLES OF ASSOCIATION
OF WARREN AVENUE FOUR OWNERS' ASSOCIATION**

An Unincorporated California Association

One: The name of this association is Warren Avenue Four Owners' Association.

Two: This unincorporated association is formed similarly to a California nonprofit mutual benefit corporation, and shall be governed by all relevant provisions of the California Nonprofit Mutual Benefit Corporation Law. The purpose of this association is to engage in any lawful act or activity for which a corporation may be organized under such law (other than a credit union business).

Three: The specific and primary purpose for which this association is formed is to manage a common interest development under the Davis-Stirling Common Interest Development Act (California Civil Code Sections 4000-6150). The association does not have a distinct business office. The common interest development is located on Warren Avenue in San Leandro, California; the nearest cross street is East 14th Street. The common interest development project is comprised of four (4) lots located at 398 et al. Warren Avenue, San Leandro, California 94577. The association has not appointed a managing agent.

Four: Notwithstanding any of the above statements of purposes and powers, this association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this association.

Five: The name and address in California of the association's initial agent for service of process are:

John Ha
510 Lawrence Expressway, Suite# 105
Sunnyvale, CA 94085

Six: There is one class of membership in the association and members shall have voting rights as set forth in the Declaration and Bylaws of the Association. These Articles may be amended by the vote or written consent of (1) a seventy-five percent (75%) majority of the Board of Directors of the Association, (2) a seventy-five percent (75%) majority of the voting power of the Members of the Association, and (3) a seventy-five percent (75%) majority of the voting power of the Members of the Association other than the developer of the Project.

The undersigned is the organizer of this Association, and has executed these Articles of Association on _____, 2016.

Eric Chan

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.

ACKNOWLEDGMENT

State of California)
) ss.
County of Santa Clara)

On _____, before me, _____,
Notary Public, personally appeared Eric Chan, 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.

**BYLAWS OF
WARREN AVENUE FOUR OWNERS' ASSOCIATION**

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ARTICLE I. PLAN OF PLANNED DEVELOPMENT OWNERSHIP

Name

Section 1.01. The name of this unincorporated association is Warren Avenue Four Owners' Association ("Association").

Principal Office

Section 1.02. The principal office of the Association shall be located at 398 Warren Avenue, San Leandro, California. The Board of Directors is hereby granted full power and authority to change the principal office of the Association from one location to another within the Project. Any such change shall be noted by the Secretary in these Bylaws, but shall not be considered an amendment of these Bylaws.

Application

Section 1.03. These Bylaws are applicable to the residential Planned Development project known as Warren Avenue Four, A Planned Development Project ("Project"), located at 398 Warren Avenue, San Leandro, California in Alameda County, California. These Bylaws are also applicable to all Members of the Association and all tenants, employees, and other persons who use the facilities of the Project in any manner.

Definitions

Section 1.04. Unless otherwise specified in these Bylaws, the definitions set forth in Article I of the Declaration for Warren Avenue Four, A Planned Development Project ("Declaration") recorded in the Office of the Recorder of Alameda County, California, apply to these Bylaws.

Membership Rights

Section 1.05. The qualifications for membership provisions of Section 3.02 of the Declaration are hereby incorporated by reference.

ARTICLE II. MEETINGS OF MEMBERS

Place of Meetings

Section 2.01. All meetings of the Members shall be held at a place designated by the Board. This meeting place shall be within the Project.

First Meeting/Annual Meetings

Section 2.02. The first meeting of the Members of the Association shall be held within sixty (60) days after the closing of the sale of the second Lot within the Project. Thereafter, the

annual meeting of the Members shall be held on the second Tuesday of May of each succeeding calendar year at the hour of 7:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the next day that is not a Saturday, Sunday, or legal holiday.

Special Meetings

Section 2.03. Special meetings of the Members may be called for any lawful purpose by a majority of a quorum of the Board, the President of the Association, or by a written request signed by Members representing at least fifty percent (50%) of the total voting power of the Association. The special meeting shall be held not less than 35 or more than 90 days after adoption of the resolution or receipt of the request. Only that business stated in the notice of meeting given pursuant to Section 2.04 of these Bylaws shall be transacted at the special meeting.

Notice of Meetings

Section 2.04. The Secretary of the Association shall give written notice of any Members' meeting to each Member of record. Except as provided below, the notice shall be given at least 10 but not more than 90 days before the meeting, by first class mail or by personal delivery. If a special meeting is called by Members pursuant to Section 2.03 of these Bylaws, the notice shall be given within 20 days after receipt of the request for the meeting. If that 20-day requirement is not satisfied, the Members who called the meeting may give the notice. Any notice of meeting shall be addressed to the Member at the address appearing on the books of the Association, or the address supplied by the Member to the Association for this purpose. The notice shall state the place, date, and time of the meeting. The notice shall also specify those matters the Board intends to present for action by the Members. In the case of a special meeting, the only matters that may be voted on are those matters that were mentioned in the notice of meeting. In the case of an annual meeting, any proper matter may be presented at the meeting for action.

Waiver of Notice or Consent of Absentees

Section 2.05. The transactions of any meeting of Members, however called and noticed, shall be as valid as though taken at a duly called, noticed, and held meeting, if: (1) a quorum is present either in person or by proxy; and (2) either before or after the meeting, each of the Members not present in person or by proxy signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the Minutes of the meeting. Any such waiver, consent, or approval shall be filed with the corporate records or made a part of the Minutes of the meeting.

Voting Rights

Section 2.06. From time to time or at any time, the Owner(s) of each Lot shall select one person from among them to serve as a Member of the Association. Such selection shall be effective immediately upon notice to all other Members of the Association, provided, however,

in no event shall a change in membership within a Lot invalidate any prior notice given to, or action taken by a different Member from that Lot (either in their capacity as a Member or a Director). Each Member of the Association shall be entitled to one vote with regard to Association matters.

Record Date of Membership

Section 2.07. The Board shall fix, in advance, a record date or dates for the purpose of determining the Members entitled to notice of and to vote at any meeting of Members. The record date for notice of a meeting shall not be more than 90 nor less than 10 days before the date of the meeting. The record date for voting shall not be more than 60 days before the date of the meeting or before the date on which the first written ballot is mailed or solicited.

Quorum

Section 2.08. At any meeting, the presence either in person or by proxy of Members entitled to cast at least sixty-six percent (66%) of the total voting power of the Association shall constitute a quorum for any action except as otherwise provided in the Articles, Bylaws, or the Declaration. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum, if the action taken, other than adjournment, is approved by at least a majority of Members required to constitute a quorum. If a quorum is not present at any time at a duly called meeting, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five days nor more than 30 days from the meeting date, but no other business may be transacted. An adjourned meeting may be held without written notice, provided that notice is given by announcement at the original meeting.

Proxies

Section 2.09. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance of its maker's membership, or upon receipt of written notice by the Secretary of the maker's death or judicially declared incapacity. No proxy shall be valid after the expiration of three (3) months from its date of execution, unless otherwise provided in the proxy. The maker of the proxy may revoke it by delivering a written revocation to the Association, by executing a subsequent proxy and presenting it to the meeting, or by attending any meeting and voting in person.

Any revocable proxy covering any of the following matters that require a vote of the members is not valid as to those matters unless it sets forth the general nature of the matter to be voted upon:

- (a) Removing a director for cause;
- (b) Entering into or approving a contract or transaction between the Association and one or more of the Directors, or between the Association and any entity in which one or more of the

Directors has a material financial interest;

- (c) Amending the Articles or Bylaws to repeal, restrict, create, or expand proxy rights;
- (d) Amending the Articles after approval by the Board;
- (e) Disposing of assets or approving merger terms;
- (f) Electing to dissolve the Association.

Approval by Members Required by Statute

Section 2.10. Any approval by the Members of the following proposals, other than unanimous approval by those entitled to vote, shall be valid only if the general nature of the approved proposal was stated in the notice of meeting or any waiver of notice of meeting:

- (a) Removing a director for cause;
- (b) Entering into or approving a contract or transaction between the Association and one or more of the Directors, or between the Association and any entity in which one or more of the Directors has a material financial interest;
- (c) Amending the Articles after approval by the Board;
- (d) Electing to dissolve the Association.

ARTICLE III. BOARD OF DIRECTORS

Number

Section 3.01 The affairs of this Association shall be managed and its duties and obligations performed by a Board of Directors, consisting of four persons provided, however, the Board may consist of only three persons during temporary periods when a fourth Director is not yet qualified or available.

Members to Also Serve as Directors

Section 3.02. Except as otherwise provided in these Bylaws, each Member of the Association shall also serve as a Director for the Board of Directors of the Association.

Term

Section 3.03. Each Director shall hold office until the Director's death, resignation, removal, or judicial adjudication of mental incompetence.

Removal

Section 3.04. The Board may remove a Director and declare vacant the office of a Director on the occurrence of any of the following events:

- (1) The Director is declared of unsound mind by a final order of the court;
- (2) The Director is convicted of a felony.

Provided, however, if another person is also an Owner of the Lot of the removed Director and that person is qualified to serve on the Board, then said person shall automatically be deemed a replacement Director.

Vacancies

Section 3.05. Any vacancy on the Board caused by the death, removal or resignation of a Director shall be filled by the other Owner or Owners of the Lot of the resigning, removed or deceased Director as soon as possible. The Board shall have no authority to fill a vacancy on the Board created by the removal of a Director.

Compensation

Section 3.06. No Director shall receive any compensation for any service he or she may render to the Association.

Powers and Duties

Section 3.07. The Board's powers and duties shall include, but shall not be limited to, the following:

- (a) Enforcing the applicable provisions of the Declaration, the Articles, Bylaws, and any other instruments governing the ownership, management, and control of the Project.
- (b) Paying taxes and assessments that are, or could become, a lien on all or a portion of the Common Area, if any.
- (c) Contracting for casualty, liability, and other insurance on behalf of the Association.
- (d) Contracting for good and services for the Common Area (if any), facilities, and interests of the Association, subject to the limitations set forth in these Bylaws.
- (e) Preparing and periodically reviewing, updating and amending budgets and financial statements for the Association as prescribed in the Governing Instruments or by law.
- (f) Formulating Rules and Regulations for the use and operation of the Common Area, if any, and facilities owned or controlled by the Association.

(g) Initiating and executing disciplinary proceedings against Members for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.

(h) Electing the Officers of the Association.

(i) Withdrawing moneys from the Association's reserve accounts, if any.

(j) Performing any act reasonably necessary to resolve any dispute involving the Declaration or any other Governing Documents of the Association or the Davis-Stirling Common Interest Development Act (Civil Code Section 4000 et seq.) by the dispute resolution procedure required by Civil Code Sections 5900 through 5920 and the alternative dispute resolution procedure prescribed by Civil Code Sections 5925 through 5965 as a prerequisite to any party filing a civil enforcement action.

ARTICLE IV. MEETING OF DIRECTORS

Regular Meetings

Section 4.01. Regular meetings of the Board of Directors shall be held annually at a time and place within the Project fixed by resolution of the Board. Notice of the time and place of the meeting shall be communicated to the Directors not less than four days before the meeting; provided, however, that notice need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Special Meetings

Section 4.02. Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by any two Directors 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 of any special meeting must be given to each Director not less than five (5) days or more than fifteen (15) days before the date fixed for the meeting; provided, however, that notice need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Emergency Meetings

Section 4.03. Emergency meetings of the Board of Directors may be called by the President of the Association, or by any two members of the Board other than the President, if there are circumstances that could not have been reasonably foreseen that require immediate attention and possible action by the Board, and that of necessity make it impracticable to provide notice as otherwise required for meetings of the Board.

Quorum

Section 4.04. A majority of the Board shall constitute a quorum and, if a quorum is present, the decision of a majority of the Directors present shall be the act of the Board.

Adjournment

Section 4.05. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of the adjournment shall be given, prior to the time of the adjourned meeting, to the Directors who were not present at the time of the adjournment.

Minutes/Action Taken Without a Meeting

Section 4.06. Written minutes shall be kept of all meetings of the Board. The minutes shall be distributed to Members within 30 days 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, a written explanation of the action taken shall be distributed to Members within 30 days of the signed consent.

ARTICLE V. OFFICERS AND THEIR DUTIES

Enumeration of Officers

Section 5.01. The Officers of the Association shall be a President, a Secretary, and a Chief Financial Officer. Any number of offices may be held by the same person.

Appointment and Term

Section 5.02. The Officers of this Association shall be elected annually by the Board. Any vacancies shall be filled by the Board at any time, not necessarily on an annual basis, that it deems proper. Each Officer shall hold his or her office at the pleasure of the Board.

Resignation and Removal

Section 5.03. The Board may remove any Officer from office either with or without cause. An Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. The resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Unless otherwise specified in the notice, acceptance of the resignation by the Board shall not be necessary to make it effective.

Compensation

Section 5.04. An Officer shall not receive any compensation for any service he or she may render to the Association.

Election

Section 5.05. At the first meeting of the Board immediately following the first annual meeting of the Members, the Board shall elect from among its Members a President, a Secretary, and a Chief Financial Officer.

Duties of the President

Section 5.06. The President shall:

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other written instruments that have been approved by the Board, unless the Board, by duly adopted resolution, authorizes the signature of a lesser Officer.
- (c) Call meetings of the Board whenever he or she deems it necessary, in accordance with rules and notice requirements imposed by the Board and the Governing Instruments. The notice period shall not be less than three days except in the case of emergencies.
- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association.
- (e) Discharge any other duties required of him or her by the Board.

Duties of the Secretary

Section 5.07. The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members;
- (b) Serve all required notices of meetings of the Board and the Members;
- (c) Keep current records showing the names and addresses of all Members;
- (d) Sign as Secretary all deeds, contracts, and other written instruments that have been approved by the Board, if the instruments require a second Association signature and the Board has not passed a resolution authorizing another Officer to sign in the place and stead of the Secretary; and
- (e) Act in place of the President in the event of his or her absence, inability or refusal to act.

Duties of the Chief Financial Officer

Section 5.08. The Chief Financial Officer shall:

- (a) Receive and deposit all of the funds, if any, of the Association in any bank selected by the Board;
- (b) Be responsible for and maintain the books and records to account for Association funds, if any;
- (c) Disburse and withdraw Association funds, if any, in the manner specified by the Board;
- (d) Prepare and distribute the financial statements for the Association required by the Declaration; and
- (e) Act in place of the Secretary in the event of his or her absence, inability or refusal to act.

ARTICLE VI. BOOKS AND RECORDS

Required Books and Records

Section 6.01. The Association shall maintain at the Lot of the Secretary (as he or she may serve from time to time):

- (a) Copies of the Governing Instruments as last amended;
- (b) Adequate and correct books and records of account;
- (c) Written minutes of the proceedings of its Members and of its Board; and
- (d) A Membership Register containing the following information about each Member: name, mailing address and telephone number.

Inspection Rights

Section 6.02. Every Director/Member shall have the absolute right to inspect all books, records, and documents of the Association at reasonable times established by the Board. The right of inspection by a Director includes the right to make copies of documents.

ARTICLE VII. NONLIABILITY AND INDEMNIFICATION

Definition of Agent

Section 7.01. For purposes of this Article, "Agent" means any present or former Director or Officer or any other employee or agent of the Association.

Non-liability

Section 7.02. Except as provided by law, no right, power, or responsibility conferred on the Board or by the Governing Instruments shall be construed as a duty or obligation charged

upon any Agent. No Agent shall be liable to any party (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from the Agent's acts or omissions within what the Agent reasonably believed to be the scope of his or her Association duties ("Official Acts"), except to the extent that the injuries or damage result from the Agent's willful or malicious misconduct. No agent shall be liable to the Association (or to any party claiming in the name of the Association) for injures or damage resulting from the Agent's Official Acts, except to the extent that the injuries or damage result from the Agent's negligence or willful or malicious misconduct.

Indemnification

Section 7.03. The Association shall pay all expenses actually and reasonably incurred by, and satisfy any judgment or fine levied against, any Agent as a result of any action or threatened action against the Agent to impose liability on the Agent for his or her Official Acts, provided that:

- (a) The Board determines that the Agent acted in good faith and in a manner the Agent reasonably believed to be in the best interests of the Association:
- (b) In the case of a criminal proceeding, the Board determines that the Agent had no reasonable cause to believe his or her conduct was unlawful; and
- (c) In the case of an action or threatened action by or in the right of the Association, the Board determines that the Agent acted with the care (including reasonable inquiry) that an ordinarily prudent person in a like position would use under similar circumstances.

Approval by Board

Section 7.04. Any determination of the Board required under this Article must be approved by a majority vote of the quorum consisting of Directors who are not parties to the action or threatened action giving rise to the indemnification.

Payments

Section 7.05. Payments made pursuant to this Article shall include amounts paid and expenses incurred in settling the action or threatened action. This Article shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by applicable law.

Insurance

Section 7.06. The Association may purchase and maintain insurance on behalf of its Agents to the extent and under the circumstances provided in the Declaration.

ARTICLE VIII. AMENDMENTS

Amendment of Bylaws

Section 8.01. These Bylaws may be amended by the vote or written consent of (1) seventy-five percent (75%) of the Members; and (2) seventy-five percent (75%) of the votes of Members other than the Declarant.

Prior Approval of Commissioner

Section 8.02. If required under Section 11018.7 of the California Business and Professions Code, the prior written consent of the Real Estate Commissioner shall be obtained prior to submitting a proposed amendment to these Bylaws to the vote of the Members.

ARTICLE IX. TAX-EXEMPT STATUS

Tax-Exempt Status

Section 9.01 The Board and Members of the Association shall conduct the business of the Association in such a manner that should the Association acting through its Board and Members later choose to, it may qualify and be considered an organization exempt from federal and state income taxes pursuant to Section 528 of the Internal Revenue Code and Section 23701t of the California Revenue and Taxation Code, as amended.

Filing

Section 9.02. In the event the Association qualifies as an organization exempt from federal and state income taxes, then the Board shall file or have filed any annual election for tax-exempt status that is required under federal or state law, and shall cause the Association to comply with the federal and state statutes, rules, and regulations pertaining to those exemptions.

**CERTIFICATE OF ACTING SECRETARY
OF
WARREN AVENUE FOUR OWNERS' ASSOCIATION**

I hereby certify that I am the acting Secretary of the above Association and that the foregoing Bylaws constitute the Bylaws of the Association as duly adopted by the Board of Directors of the Association on _____, 2016.

Dated: _____

Eric Chan, Acting Secretary

RECORDING REQUESTED BY,
WHEN RECORDED RETURN TO:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WARREN AVENUE FOUR, A PLANNED DEVELOPMENT PROJECT**

THIS DECLARATION is made on _____, 2016 by Treasureland Development, LLC, a California Limited Liability Company (hereinafter "Declarant").

RECITALS

A. Declarant is the owner of that certain real property located in the City of San Leandro, County of Alameda, State of California, and more particularly described on Exhibit "A" attached to and made a part of this Declaration ("Property").

B. Declarant intends to develop the Property as a Planned Development subject to the provisions of the Davis-Stirling Common Interest Development Act contained in Sections 4000 through 6150 of the California Civil Code, and to establish a plan for planned development ownership for the benefit of all the Lots created.

C. In furtherance of this intent, Declarant hereby declares that all of the Property is and shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in this Declaration, as this Declaration may be amended from time to time, all of which are declared and agreed to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property. All provisions of this Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Property, and shall be

binding on and for the benefit of all of the Property and all parties having or acquiring any right, title, or interest in all or any part of the Property, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of the Planned Development. Declarant further declares that it is the express intent that this Declaration comply with California Civil Code Section 4250.

ARTICLE I. DEFINITIONS

Section 1.01. "Articles" means the Articles of Association of Warren Avenue Four Owners' Association and any amendments thereto.

Section 1.02. "Association" means Warren Avenue Four Owners' Association, an unincorporated California association.

Section 1.03. "Board" means the Board of Directors of the Association.

Section 1.04. "Bylaws" means the Bylaws of the Association and amendments thereto that are or shall be adopted by the Board.

Section 1.05. "Declarant" means Treasureland Development, LLC, a California limited liability company and its successors and assigns.

Section 1.06. "Declaration" means this Declaration and any amendments thereto.

Section 1.07. "Governing Instruments" means this Declaration, the Articles and Bylaws of the Association, and any Rules and Regulations of the Project.

Section 1.08. "Lot" means any parcel of land numbered 1 through 4, inclusive, as shown on the attached Parcel Map.

Section 1.09. "Member" means every person or entity entitled to membership in the Association as provided in this Declaration.

Section 1.10. "Mortgage" means a mortgage or deed of trust encumbering a Lot or any other portion of the Project. "First Mortgage" means a mortgage that has priority over all other mortgages encumbering the same Lot or other portions of the Project.

Section 1.11. "Mortgagee" means a Person to whom a Mortgage is

made and includes the beneficiary of a deed of trust and any guarantor or insurer of a mortgage. "First Mortgagee" means a mortgagee that has priority over all other mortgages or holders of mortgages encumbering the same Lot or other portions of the Project. The term "Beneficiary" shall be synonymous with the term "Mortgagee."

Section 1.12. "Mortgagor" means a Person who mortgages his, her, or its property to another (i.e., the maker of a mortgage), and shall include the trustor of a deed of trust. The term "Trustor" shall be synonymous with the term "Mortgagor."

Section 1.13. "Owner" means the record holder or holders of record fee title to a Lot, including Declarant, and any contract sellers under recorded contracts of sale. "Owner" shall not include any persons or entities that holds an interest in a Lot merely as security for performance of an obligation.

Section 1.14. "Person" means a natural individual, a corporation, or any other entity with the legal right to hold title to real property.

Section 1.15. "Project" means the entire parcel of real property described on Exhibit A.

Section 1.16. "Project Easements" refers to all of the reciprocal Easements shown on the attached Parcel Map.

Section 1.17. "Project Easement Area" refers to the land underlying the Project Easements.

Section 1.18. "Property" means the real property described in the Recitals.

Section 1.19. "Rules and Regulations" means any Rules and Regulations for the Warren Avenue Four Owners' Association regulating the use of the Project Easement Area and adopted by the Association pursuant to this Declaration.

ARTICLE II. THE PROPERTY

Project Subject to Declaration

Section 2.01. The entire Project shall be subject to this Declaration.

Project Easement Area

Section 2.02. The following provisions govern the use and enjoyment of the Project Easement Area:

A. Each Lot in the Project is hereby declared to be subject to the Project Easements that are appurtenant to the Lots and for the benefit of all Owners and their invitees, the Association and any suppliers of utilities or other facilities to the Project. The Project Easements are granted by Declarant for the non-exclusive use and benefit of the Owners and their invitees, subject to the obligations of each of the Owners and/or the Association to maintain, repair and replacement all of such easements throughout the term of this Declaration.

B. Except as provided in the Declaration, there shall be no judicial partition of the Project Easement Area, nor shall Declarant or any person acquiring an interest in all or any part of the Project seek any judicial partition.

C. Subject to the provisions of this Declaration, each Owner has nonexclusive rights of ingress, egress, support and surface water drainage and run off through the Project Easement Area. These rights shall be appurtenant to and shall pass with title to every Lot.

D. The Members' rights of use and enjoyment of the Project Easement Area shall be subject to the restrictions set forth in the Governing Instruments, including the following:

1. The right of the Association to adopt and enforce Rules and Regulations for the use of the Project Easement Area.
2. The right of the Association to reasonably limit the number of guests and tenants using the Project Easement Area.
3. The right of the Association to suspend the right of any Owner, and the Persons deriving rights from any Owner, to use and enjoy the Project Easement Area for any period during which the Owner is substantially delinquent in the payment of any assessment.
4. The right of the Association and/or the suppliers of utilities to cause the construction of additional improvements in the Project Easement Area, or to cause the alteration or removal of existing improvements on the Project Easement Area.
5. The right of the Association (through its Lot Owners if legally required) to grant, consent to, or join in the grant or conveyance of additional easements, licenses, or rights-of-way in, on, or over the Project Easement Area.
6. The rights of Declarant as described in this Declaration.

E. Declarant hereby reserves easements for common driveway

purposes, for drainage and encroachment purposes, and for ingress to and egress from the Project Easement Area. These easements may be used to complete improvements on or in the Project Easement Area and to perform necessary repair work. These easements shall remain in effect until all of the Lots in the Project have been sold, but in no event more than four years from the date of this Declaration.

F. The Association may grant to third parties easements in, on, and over the Project Easement Area for the purpose of constructing, installing, or maintaining necessary utilities and services, and each Lot Owner, in accepting his or her deed to the Lot, expressly consents to these easements. However, no such easement can be granted if it would interfere with any exclusive easement, or with any Owner's use, occupancy, or enjoyment of his or her Lot or any Project Easement appurtenant to the Lot.

G. An Owner who has sold his or her Lot to a contract purchaser or who has leased or rented the Lot shall be entitled to delegate his or her rights to use and enjoy the Project Easements to any contract purchaser, tenant, or subtenant who resides in the Owner's Lot, subject to reasonable regulation by the Board. If the Owner makes such a delegation of rights, the Owner and the Owner's family, guests, employees, and invitees shall not be entitled to use and enjoy the Project Easements for so long as the delegation remains effective.

H. Each Owner shall be liable to the Association for any damage to the Project Easement Area or to Association-owned property, to the extent that the damage is not covered by insurance, if the damage is sustained because of the negligence, willful misconduct, or unauthorized or improper installment or maintenance of any improvement by the Owner or the Owner's family, guests, tenants, contract purchasers, or invitees. In the case of joint ownership of a Lot, the liability of the co-owners shall be joint and several, unless the co-owners and the Association have agreed in writing to an alternative allocation of liability.

Partition

Section 2.03. There shall be no judicial partition of the Project or any part of it, nor shall Declarant or any person acquiring an interest in the Project or any part of it seek any judicial partition, except as follows:

A. If two or more persons own any Lot as tenants in common or as joint tenants they may maintain a partition action as to their co-tenancy.

B. The Owner of a Lot may maintain a partition action as to the entire Project, as if all of the Owners in the Project were tenants in common in the Project in the same proportion as their interests in the Project, and an appropriate court shall order partition by sale of the entire Project, upon a showing of the following:

The Project has been in existence for more than 40 years and is obsolete and uneconomical, and owners holding (in the aggregate) at least a seventy-five percent (75%) interest in the Lots oppose repair or restoration of the Project.

Prohibition Against Severance of Elements

Section 2.04. Any conveyance, judicial sale, or other voluntary or involuntary transfer of a Lot shall include all of the Project Easements appurtenant to the Lot. Any conveyance, judicial sale, or other voluntary or involuntary transfer of the Owner's entire estate shall also include the Owner's Membership interest in the Association, as provided in this Declaration. Any transfer that attempts to sever those component interests shall be void.

ARTICLE III. OWNERS' ASSOCIATION

Organization of the Association

Section 3.01. The Association shall be an unincorporated Association governed substantially by the rules of law set forth in the California Nonprofit Mutual Benefit Corporation Law. From the closing of the escrow for the first sale of a Lot, the Association shall be charged with the duties and invested with the powers prescribed by law and set forth in this Declaration, the Articles of Incorporation, and the Bylaws.

Membership

Section 3.02. Every Owner, upon becoming an Owner, shall automatically become a Member of the Association. Ownership of a Lot is the sole qualification for membership. Each Member shall have the rights, duties, privileges, and obligations set forth in the Governing Instruments. Membership shall automatically cease when the Owner no longer holds an ownership interest in a Lot. All memberships shall be appurtenant to the Lot conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated except as part of a transfer of Owner's entire ownership interest, and then only to the transferee. Any transfer of the Owner's title to his or her Lot shall automatically transfer the appurtenant membership to the transferee.

General Powers and Authority

Section 3.03. The Association shall have powers substantially identical to a nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law, subject to any limitations set forth in this Declaration or in the Articles and Bylaws of the Association. It may perform all acts that may be necessary for or incidental to the performance of the obligations and duties imposed upon it by this Declaration or the other Governing Instruments. Its powers shall include, but are not limited to, the following:

- A. The Association shall have the power to establish, fix, levy, collect, and enforce the payment of assessments against the Owners.
- B. The Association shall have the power to adopt reasonable Rules and Regulations governing the use of the Project Easement Area and its facilities, and of any other Association property.
- C. The Association may enforce payment of assessments in accordance with this Declaration and the other Governing Instruments.

Duties of the Association

Section 3.04. In addition to the duties delegated to the Association or its agents and employees elsewhere in the Governing Instruments, the Association shall be responsible for the following:

- A. The Association, acting through the Board, shall operate, maintain, repair, and replace the Project Easement Area and its improvements, subject to the provisions of this Declaration relating to destruction of improvements and/or damage caused by Owners. The foregoing areas and improvements shall be kept in a clean and sanitary condition. Additionally, the Association shall maintain storm water retention and/or treatment responsibilities (as detailed in Section 5.02(1) below) over the Project Easement Area. As a general rule, maintenance costs shall be included in the regular assessments.
- B. The Association shall use the maintenance fund described in this Declaration to, among other things, acquire and pay for the following:
 - 1. The insurance policies described in this Declaration.
 - 2. The services of any personnel that the Board determines are necessary or proper for the operation or maintenance of the Project Easement Area.
- C. The Association shall prepare a pro forma operating

budget for each fiscal year (or summary thereof), and shall distribute a copy of the budget to each Owner as required by California Civil Code Section 5300.

D. The Association shall also prepare and distribute to each Owner any and all disclosures, statements, reports and/or policies required under the Davis-Stirling Common Interest Development Act, Sections 4000 through 6150 of the California Civil Code (hereinafter "the Davis-Stirling Act"). The foregoing shall include, without limitation, the reserve account study and review required every three (3) years under California Civil Code Section 5550.

E. The Association shall pay all real and personal property taxes and assessments, if any, levied against it, its personal property and the Project Easement Area.

Board of Directors

Section 3.05. The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors, as provided in the Bylaws, which are hereby incorporated by reference.

ARTICLE IV. ASSESSMENTS AND COLLECTION PROCEDURES

Covenant to Pay

Section 4.01 The Declarant covenants and agrees, for each Lot owned by it in the Project, and each Owner by acceptance of the deed to the Owner's Lot is deemed to covenant and agree to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. A regular or special assessment and any late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article, shall be a debt of the Owner of the Lot at the time the assessment or other sums are levied.

Purpose of Assessments

Section 4.02. The assessments levied by the Association shall be used exclusively for the operation, replacement, improvement, and maintenance of the Project Easement Area of the Property, and to discharge any other obligations of the Association under this Declaration. All assessment payments shall be put into a maintenance fund to be used for the foregoing purposes.

Assessment Period

Section 4.03. The fiscal year for the Association shall be a calendar year, unless the Board decides otherwise. The regular assessment period shall commence on January 1 and terminate on December 31 of each year.

Regular Assessments

Section 4.04. Within sixty (60) days prior to the beginning of each fiscal year of the Association, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements, with adjustments made for any expected income and surplus from the prior year's fund. The estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Lots owned by that owner to the total number of Lots in the Project subject to assessment. Regular assessments for fractions of any month shall be prorated. Each Owner is obligated to pay assessments to the Board in annual installments on or before the first day of each year unless the Board adopts an alternative method for payment. Declarant shall pay its full prorated share of the regular assessments on any unsold Lots subject to regular assessments. All regular assessments shall be subject to the limitations set forth in California Civil Code Section 5605.

Special Assessments

Section 4.05. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year due to the cost of any construction, unexpected repairs or replacements of capitol improvements upon the Project Easement Area, or any other reason, it shall make a special assessment for the additional amount needed. Special assessments shall be levied and collected in the same manner as regular assessments. All special assessments shall be subject to the limitations set forth in California Civil Code Section 5605.

Limitations on Assessments

Section 4.06. The Board shall be subject to and shall comply with all of the limitations and restrictions set forth in the Davis-Stirling Act governing the imposition and amounts of assessments.

Working Capital Reserves.

Section 4.07. Each Owner, other than Declarant, who is the initial owner of a Lot within the Project, and each subsequent Owner shall, if required, contribute to a working capital fund of the Association. This contribution is not an advanced payment of assessments and is not repayable at the time the Owner sells or transfers the Owner's Lot. Said fund shall be established and maintained for the purposes set forth in Sections 5550 through 5565 of the California Civil Code. In no event may any portion of the fund be made available to or used by Declarant to defray any of Declarant's development expenses, assessment payments, or construction costs or to make up for any budget deficits while

Declarant is in control of the Association. If Declarant advances any funds to the Association for deposit into the working fund account, Declarant may be reimbursed from working capital contributions collected at the close of subsequent Lot sales escrows.

Late Charges

Section 4.08. The Association may adopt reasonable late charges against an Owner for the delinquent payment of regular and special assessments in conformity with applicable provisions of the Davis-Stirling Act.

Enforcement of Assessments

Section 4.09. The Association may reasonably pursue any available remedy for the enforcement of delinquent assessments against any Member including the filing of a court action and the recording of a valid court judgment against the Member's Lot.

ARTICLE V. USE RESTRICTIONS AND COVENANTS

General Restrictions on Use

Section 5.01. In exercising the right to occupy or use a Lot or the Project Easement Area and its improvements, the Owner and the Owner's family, guests, employees, tenants, and invitees shall not do any of the following:

- A. Attempt to further subdivide a Lot.
- B. Occupy or use a Lot, or permit all or any part of a Lot to be occupied or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent an Owner from leasing or renting out his or her Lot, provided that it is not for transient or hotel purposes, is for a period of at least 60 days, and is subject to the Governing Instruments.
- C. Permit anything to obstruct the Project Easement Area without the prior consent of the Board, except as otherwise provided in the Governing Instruments. The foregoing shall specifically prohibit the construction or placement of a fence, gate, speed bumps or barriers of any type whatsoever on or over the common driveway area or sidewalk without the prior consent of the Board.
- D. Perform any act or keep anything on or in any Lot or on or about the Project Easement Area that will increase the rate of insurance on the Project Easement Area without the Board's prior written consent. Further, no Owner shall permit anything to be done or kept in his or her Lot or in the Project Easement Area that would result in the cancellation of insurance on any Lot or on any part of the Project Easement Area or that would violate any law.

E. Store gasoline, kerosene, cleaning solvents, or other flammable liquids in any Lot or on or about the Project Easement Area; provided, however, that reasonable amounts of these liquids necessary for normal residential use may be properly and safely stored in individual Lots.

F. Display any sign to the public view on or from any Lot or the Project Easement Area without the prior written consent of the Board, except a sign advertising the property for sale or lease, or advertising directions to the property, as provided in Section 712 of the California Civil Code.

G. Raise, breed, or keep animals, livestock, or poultry of any kind in a Lot or on or about the Project Easement Area, except dogs, cats, or other household pets, which may be kept in Lots, subject to the Rules and Regulations (if any).

H. Engage in any noxious or offensive activity in any part of the Project.

I. Alter, construct, or remove anything on or from the Project Easement Area, except upon the written consent of the Board.

J. Park any automobile or other motor vehicle in the Project Easement Area except in a space designated for the Owner by the Board or the Governing Instruments.

Specific Restrictions on Use

Section 5.02 (1) With regards to storm water pollution control, each Owner, the Association and the entire Property shall comply with the following City requirements:

A. All storm drain inlets on the Property shall be marked "NO DUMPING, DRAINS TO BAY."

B. All storm drain inlets on the Property shall be inspected and, if necessary, cleaned at least twice a year including immediately prior to the rainy season.

C. Sidewalks and parking areas shall be swept regularly to minimize the accumulation of litter and debris. Steam cleaning or low volume pressure washing may be performed after pre-cleaning using dry methods, spot cleaning and recovery in stained areas and removal of all mobile pollutants. Debris resulting from pressure washing shall be trapped and collected to prevent entry into the storm drain system. Wash water containing any soap, clean agent or degreaser shall not be discharged to the storm drain.

D. Air conditioning condensate shall be directed to landscaped areas.

E. Landscaping shall be designed to minimize irrigation and runoff, promote surface infiltration where appropriate, and minimize the use of fertilizers and pesticides that can

contribute to storm water pollution.

F. Where feasible, landscaping shall be designed and operated to treat storm water runoff by incorporating elements that collect, detain, and infiltrate runoff. In areas that provide detention of water, plants that are tolerant of saturated soil conditions and prolonged exposure to water shall be specified.

G. Plants selected for landscaping shall be appropriate to site specific characteristics such as soil type, topography, climate, amount and timing of sunlight, prevailing winds, rainfall, air movement, patterns of land use, ecological consistency and plant interactions to ensure successful establishment.

H. Proper maintenance of landscaping, with minimal pesticide use, shall be the responsibility of Owners.

I. Irrigation shall be appropriate to the water requirements of the selected plants. Irrigation systems shall automatically adjust for weather conditions.

J. Declarant shall select pest- and disease-resistant plants.

K. Declarant shall plant a diversity of species to prevent potential pest infestations from affecting the entire landscaping plan.

L. All trees shall be planted so that at maturity they are located far enough away from the sidewalk so that their branches are at least 8 feet above the sidewalk area and 14 feet above the Project driveway and/or any public roads.

M. All landscaping improvements shall be maintained in a healthy, growing condition at all times.

(2) With regards to fencing and screening requirements and the maintenance of same, each Owner and the entire Property shall comply with the following City requirements:

A. All fencing and walls on the Project shall be structurally sound, graffiti-free and well maintained at all times. Any graffiti shall be promptly removed from walls or fences. Declarant and the Owners shall comply with the City's graffiti removal program and shall grant a license and right of entry as requested by the City and/or its departments to enforce the terms of such program.

B. Barbed or razor wire shall not be installed on any fence, wall or building within the Project.

C. All walls, fences, and landscaping within the 20 foot front setback or driveway shall be maintained at a height of not more than 36 inches above the top of the nearest adjacent curb and gutter to allow for adequate sight distance, or unless otherwise approved by the City's Transportation Engineer.

D. Trash and recycle bins shall be kept inside the

designated space in the closets/storage enclosures shown on the plans for the Project, and kept out of public view, except as necessary to place them on the curbside on the day(s) the containers are picked up and/or emptied for disposal.

E. There shall be no parking or storage of boats, trailers, camper tops, inoperable vehicles and the like outside the buildings within the Project. In addition, the garages shall not be used for storage, converted to living area, or any other use that would obstruct the garage or prevent its use for vehicle parking. Furthermore, there shall be no outside storage permitted in the rear private yard areas, with the exception that the rear yards may be furnished with plants and patio furniture.

Damage Liability

Section 5.03. Each Owner shall be liable to the Association for all damage to the Project Easement Area or other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or his or her family, guests, employees, tenants, and invitees, to the extent that the damage is not covered by the casualty insurance, if any, obtained and maintained by the Association pursuant to this Declaration. Each Owner, by accepting his or her deed, agrees to provide insurance to the extent required by this Declaration.

Exemption

Section 5.04. Declarant shall be exempt from the restrictions of Section 5.01 to the extent necessary to complete any construction work, sales activities, or additions to or affecting the Project. This exemption includes, but is not limited to, maintaining Lots as models, placing advertising signs on the Property, and generally using Project lots and the Project Easement Area to carry on construction activity.

Equitable Servitudes

Section 5.05. The covenants and restrictions set forth in this Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners. These servitudes may be enforced by any Owner or by the Association or by both.

ARTICLE VI. INSURANCE

Fire and Casualty Insurance

Section 6.01. The Association may, in its discretion, obtain and maintain a policy or policies of fire and casualty insurance with an extended coverage endorsement for the full insurable replacement value of the improvements on the Project Easement

Area. The amount of coverage, if any, shall be determined by the Board. This insurance shall be maintained for the benefit of the Association, the Owners, and their Mortgagees, as their interests may appear as named insured, subject, however, to any loss payment requirements set forth in this Declaration.

General Liability and Individual Liability Insurance

Section 6.02. The Association may, in its discretion, obtain and maintain a policy of insurance that shall include coverage for general liability of the Association. The Association may, in its discretion, maintain a policy of insurance for the individual liability of Officers and Directors of the Association for negligent acts or omissions in that capacity. The limitations and coverage of such insurance shall be reviewed at least annually by the Board and may be increased or decreased in its discretion.

Individual Insurance

Section 6.03. Each Owner shall provide fire and casualty insurance for the improvements in his or her Lot (including Project Easements located within the Lot). An Owner may separately insure his or her personal property, and may obtain and maintain personal liability and property damage liability insurance for his or her Lot, provided that the insurance contains a waiver of subrogation rights by the carrier as to the other Owners, the Association, Declarant, and the First Mortgagee of the Owner's Lot.

Insurance Premiums

Section 6.04. Insurance premiums for any insurance coverage obtained by the Association shall be included in the regular assessments. That portion of the regular assessments necessary for the required insurance premiums shall be used solely for the payment of the premiums when due. Nothing herein shall prevent the Association from delegating its insurance obligations under this Declaration to the individual Lot Owners to the extent that equivalent insurance coverage can be provided by the Owners in a more expedient manner.

ARTICLE VII. DAMAGE, DESTRUCTION OR CONDEMNATION

Duty to Restore and Replace Project Easement Improvements

Section 7.01. If any of the improvements in the Project Easement Area are destroyed or damaged, the Association shall restore and replace the improvements, using the proceeds of insurance, if any, maintained pursuant to this Declaration provided, however, the Association may determine by a vote of seventy-five percent (75%) of its membership not to restore or rebuild said

improvements.

Election Not to Rebuild

Section 7.02. Upon an election not to rebuild, the Board as soon as reasonably possible and as agent for the Owners, shall distribute insurance proceeds available for restoration or repair, if any, to the Owners equally.

Condemnation of Project Easement Area

Section 7.03. In the event of the condemnation of the Project Easement Area or any portion thereof, the proceeds of any condemnation award shall first be used to restore or replace the portion of the Project Easement Area affected by said condemnation, if restoration or replacement is possible, and any remaining funds, after payment of any and all expenses and fees incurred by the Association relating to such condemnation, shall be distributed to or among the Owners in proportion to their respective loss of land and/or use of the Project Easements, but subject to the rights of any mortgagee to all or any portion of the share due any owner.

Duty to Maintain, Restore and Rebuild Individual Lots

Section 7.04. Each Owner agrees to maintain his or her Lot in good condition and repair. Upon receipt of any insurance proceeds payable as a result of damage or destruction to a Lot, the Owner agrees, subject to any prior rights of a Mortgagee of the Lot as referenced in Section 8.04 below, to rebuild and restore the Lot so that its value after such restoration or rebuilding is equal to or greater than its value immediately prior to such damage or destruction.

ARTICLE VIII. RIGHTS OF MORTGAGEES

Warranty

Section 8.01. Declarant hereby warrants that Mortgagees of Lots in the Project shall be entitled to the rights and guaranties set forth in this Article. No amendment of this Article shall affect the rights of the holder of any First mortgage recorded prior to the recordation of the amendment who does not join in the execution of the amendment.

Notice of Default

Section 8.02. Upon request, a First Mortgagee will be entitled to written notification from the Association of any default in the performance by the Mortgagor of any obligation under the Association's Governing Instruments that is not cured within 60 days.

Unpaid Assessments

Section 8.03. Any Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage shall not be liable for the Lot's unpaid assessments that accrue prior to the acquisition of title to the Lot by the Mortgagee.

Priority

Section 8.04. No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of the Mortgagee of the Lot pursuant to its Mortgage in the case of a distribution to the Owner of insurance proceeds or condemnation awards for losses to, or a taking of, all or a portion of a Lot or Lots and/or the Project Easement Area.

Payments by Mortgagees

Section 8.05. Mortgagees may, jointly or severally, pay taxes or other charges that are in default and that may or have become a charge against the Project Easement Area, and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Project Easement Area, and Mortgagees making these payments shall be entitled to immediate reimbursement from the Association or the defaulting owner, as the case may be.

Amendments to Conform with Mortgagee Requirements

Section 8.06. It is the intent of the Declarant that this Declaration and the Articles and Bylaws of the Association, and the Project in general, shall now and in the future meet all requirements necessary to purchase, guarantee, insure, or subsidize any Mortgage of a Lot in the Project by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration, and the Department of Veterans Affairs. The Association and each Owner shall take any action or shall adopt any resolutions required by Declarant or any Mortgagee to conform this Declaration and the Articles and Bylaws of the Association to the requirements of any of these entities or agencies.

ARTICLE IX. AMENDMENTS

Amendment or Revocation Before Close of First Sale

Section 9.01. At any time before the close of the first sale of a Lot to a purchaser other than Declarant, Declarant and any Mortgagee of record may, by executing an appropriate instrument, amend or revoke this Declaration. The executed instrument shall be acknowledged and recorded in the Office of the Recorder of

Alameda County, California.

Amendments by Owners After Close of First Sale

Section 9.02 At any time after the close of the first sale of a Lot to a purchaser other than Declarant, this Declaration may be amended by the vote or written consent of Owners representing not less than seventy-five percent (75%) of the voting power of the Association. An amendment becomes effective after (1) the approval of the required percentage of Owners has been given, (2) the fact has been certified in a writing executed and acknowledged by an officer designated by the Association for that purpose or, if no such designation is made, by the President of the Association, and (3) that writing has been recorded in Alameda County records.

Prior Approval of Commissioner

Section 9.03. When required under Business and Professions Code Section 11018.7, the prior written consent of the Real Estate Commissioner shall be obtained prior to submitting a proposed amendment to this Declaration to the vote of the Owners.

ARTICLE X. GENERAL PROVISIONS

Term

Section 10.01. The provisions of this Declaration shall continue in effect for a term of forty (40) years from the date of execution. Thereafter, it shall be automatically extended for successive periods of ten (10) years, until the membership of the Association decides to terminate it.

Severability

Section 10.02. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

Binding

Section 10.03. This Declaration, any amendment to it, and any valid action or directive made pursuant to the Declaration, shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

Interpretation

Section 10.04. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Planned Development project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to

enforce that provision or any other provision of this Declaration.

Limitation of Liability

Section 10.05. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate upon sale, transfer, assignment, or other divestment of the Owner's entire interest in his or her Lot with respect to obligations arising from and after the date of the divestment.

Fair Housing

Section 10.06. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Lot to any person on the basis of race, color, sex, religion, ancestry, or national origin.

Number and Headings

Section 10.07. As used in this Declaration, the singular shall include the plural, unless the context requires the contrary. The headings are not a part of this Declaration, and shall not affect the interpretation of any provision.

Executed on _____, 2016, at _____,
California.

Treasureland Development, LLC

By: _____
Its: _____

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.

ACKNOWLEDGMENT

State of California)
) ss.
County of Santa Clara)

On _____, before me, _____, Notary Public, personally appeared _____ and _____, 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.

EXHIBIT A
LEGAL DESCRIPTION

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

COMMENCE AT THE INTERSECTION OF THE NORTHEASTERN LINE OF EAST 14TH STREET, FORMERLY HAYWARD AVENUE, AND THE SOUTHEASTERN LINE OF SYBIL AVENUE; RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF SYBIL AVENUE, 770.50 FEET TO A POINT, AND RUNNING THENCE AT RIGHT ANGLES SOUTHEASTERLY, 160.4 FEET TO THE ACTUAL POINT OF BEGINNING FOR THE LAND HEREIN DESCRIBED; RUN THENCE NORTHEASTERLY, PARALLEL WITH SAID LINE OF SYBIL AVENUE, 120 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY, 160.4 FEET TO THE NORTHWESTERN LINE OF THE RIGHT OF WAY, FORMERLY GRANTED TO ANNIE M. DODGE, BY DEED RECORDED IN BOOK 1244 OF DEEDS, PAGE 145, ALAMEDA COUNTY RECORDS; THENCE AT RIGHT ANGLES SOUTHWESTERLY, ALONG SAID LINE OF SAID RIGHT OF WAY, 120 FEET; AND THENCE AT RIGHT ANGLES NORTHWESTERLY, 160.4 FEET TO THE POINT OF BEGINNING.

APN: 077 -0572-010

LEGEND AND ABBREVIATIONS

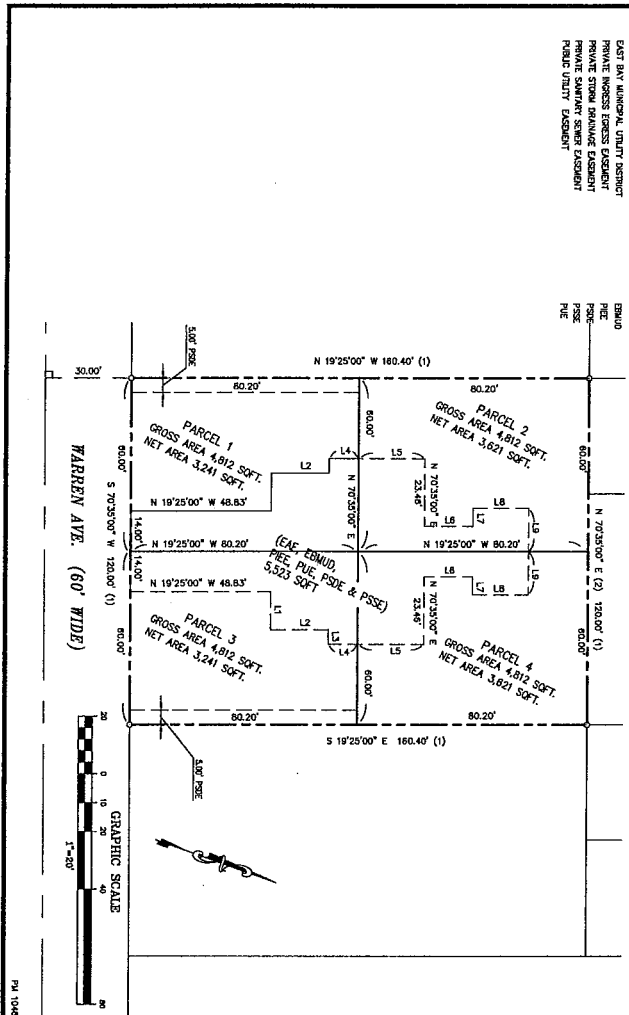
- CENTER LINE
- DISTINCTIVE ROBBER LINE
- EASEMENT LINE
- LOT LINES
- EXISTING LOT LINES
- LINE ALONG FOUND CHASED GROSSES
- MONUMENT LINE
- THE LINES
- INDICATES FOUND 3/4" IRON PIPE PER (2)
- INDICATES FOUND CHASED GROSSES PER (2)
- INDICATES SET 3/4" IRON PIPE WITH CAP US 8281
- FOUND 2 1/2" BRASS DISK, PUNCHED, IN MONUMENT BOX PER (3)
- RECORDED DATA WITH REFERENCES
- APPROXIMATE DATA NOT TO SCALE FOR CLARITY
- SEARCHED FOR, NOT FOUND
- EMERGENCY ACCESS EASEMENT
- EAST BAY MUNICIPAL UTILITY DISTRICT
- PRIVATE INGRESS EGRESS EASEMENT
- PRIVATE STORM SEWER EASEMENT
- PUBLIC UTILITY EASEMENT

PARCEL MAP 10468

BEING A SUBDIVISION OF THE REAL PROPERTY DESCRIBED IN DOCUMENT NUMBER 201504980, ALAMEDA COUNTY RECORDS, AND LYING ENTIRELY WITHIN THE CITY OF SAN LEANDRO COUNTY OF ALAMEDA STATE OF CALIFORNIA

MARCH 2016. SCALE: 1" = 20'

SMP ENGINEERS
1200 BAY STREET
LOS ALTOS, CA 94024



PA 10468-3

SHEET 3 OF 3

REFERENCE DOCUMENTS

- (1) GRANT DEED DOC # 201504980
- (2) PM NO. 5286 187-M-57
- (3) PM NO. 4570 118-M-56 & 47
- (4) PM NO. 5753 191-M-14
- (5) PM NO. 1000 84-M-35 & 36

NOTES

- 1) DIMENSIONS AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF
- 2) THE DISTINCTIVE ROBBER LINE INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS AN AREA OF 15.74 ACRES OF GROSS AREA
- 3) THE CENTER LINE OF THE LINE OF STEEL PIPE WAS VERIFIED BY SHUTTING EXISTING CORERS
- 4) THE BEARING OF CENTERLINE OF WARREN AVE. WAS DETERMINED BY SHUTTING EXISTING CORERS

BASES OF BEARINGS

THE BEARING N 70°25'00" E OF A LINE ALONG FOUND CHASED GROSSES OF STEEL PIPE, AS SHOWN ON CERTAIN TRACT NOT AGENY RECORDED IN RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

LOT AREA TABLE

DESCRIPTION	AREA (SQ.FT.)	AREA (ACRES)
PARCEL A	4,812	0.11
PARCEL B	4,812	0.11
PARCEL C	4,812	0.11
PARCEL D	4,812	0.11
TOTAL (BOUNDARY)	18,248	0.44

LINE TABLE

LINE (FT)	BEARING	LENGTH (FEET)
L1	N 70°25'00" E	1317
L2	N 70°25'00" E	2042
L3	N 70°25'00" W	83.00
L4	N 19°25'00" W	10.85
L5	N 19°25'00" W	22.85
L6	N 19°25'00" W	17.00
L7	N 19°25'00" E	8.20
L8	N 19°25'00" W	18.27
L9	N 70°25'00" E	15.60