

Recording Requested By
And When Recorded Return
To:

GKW Architects
710 E McGlincy Lane, Suite 109
Campbell, California 95008

MARINA BOULEVARD CONDOMINIUMS

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

THIS DECLARATION CONTAINS A JUDICIAL REFERENCE PROVISION AND A BINDING ARBITRATION PROVISION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. YOU MUST READ THE JUDICIAL REFERENCE AND ARBITRATION PROVISIONS CAREFULLY AND SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS.

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON SEX, GENDER IDENTITY, GENDER EXPRESSION, FAMILIAL STATUS, RACE, COLOR, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY, MEDICAL CONDITION, GENETIC INFORMATION, MARITAL STATUS, SEXUAL ORIENTATION, CITIZENSHIP, PRIMARY LANGUAGE, IMMIGRATION STATUS, OR SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955 OF THE GOVERNMENT CODE, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

**MARINA BOULEVARD CONDOMINIUMS
DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP**

TABLE OF CONTENTS

ARTICLE I.....	1
DEFINITIONS	1
1.1. "Architectural Committee".....	1
1.2. "Articles".....	1
1.3. "Assessment".....	1
1.4. "Association".....	1
1.5. "Board" or "Board of Directors".....	2
1.6. "Building".....	2
1.7. "Bylaws".....	2
1.8. "City".....	2
1.9. "Common Area".....	2
1.10. "Common Expenses".....	2
1.11. "Common Interest".....	2
1.12. "Condominium".....	2
1.13. "Condominium Plan".....	2
1.14. "County".....	2
1.15. "Declarant".....	2
1.16. "Declaration".....	2
1.17. "Exclusive Use Common Area".....	3
1.18. "First Lender".....	3
1.19. "First Mortgage":.....	3
1.20. "Foreclosure":.....	3
1.21. "Governing Documents":.....	3
1.22. "Hazardous Materials".....	3
1.23. "Majority of the Voting Power".....	3
1.24. "Map".....	3
1.25. "Member".....	3
1.26. "Mortgage".....	3
1.27. "Mortgagee".....	3
1.28. "Mortgagor".....	3
1.29. "Occupant".....	4
1.30. "Owner" or "Owners".....	4
1.30. "Person".....	4
1.31. "Project".....	4
1.32. "Reimbursement Charges".....	4
1.33. "Rules".....	4
1.34. "Share".....	4
1.35. "Utility Facilities":.....	4
1.36. "Unit".....	4
ARTICLE II.....	4
DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, AND CREATION OF PROPERTY RIGHTS.....	4
2.1. Description of Project.....	4
2.2. Division of Property.....	4
A. Units.....	4
B. Common Areas.....	4
C. Exclusive Use Common Areas.....	5
D. No Separate Conveyance of Undivided Interests.....	5
2.3. Rights of Entry and Use.....	5
2.4. Partition Prohibited.....	5
2.5. All Easements Part of Common Plan.....	6
2.6. Parking.....	6
ARTICLE III.....	6
ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS.....	6

3.1.	Association to Manage Common Areas.....	6
3.2.	Membership.....	6
3.3.	Transferred Membership.....	6
3.4.	Membership and Voting Rights	6
ARTICLE IV		6
ASSESSMENTS		6
4.1.	Creation of the Lien and Personal Obligation of Assessments	6
4.2.	Purpose of Assessments.....	7
4.3.	Assessments	7
A.	Regular Assessments.....	7
B.	Special Assessments	7
4.4.	Restrictions on Increases in Regular Assessments or Special Assessments	7
A.	Approval of Members for Certain Assessments.....	7
B.	Assessments - Emergency Situations	7
C.	Notice and Quorum for Any Action Authorized Under Section 4.4.....	8
4.5.	Division of Assessments.....	8
4.6.	Date of Commencement of Regular Assessment; Due Dates	8
4.7.	Effect of Nonpayment of Assessments.....	8
4.8.	Transfer of Condominium by Sale or Foreclosure	9
4.9.	Priorities; Enforcement; Remedies.....	9
A.	Statement of Charges.....	9
B.	Payment Plan.....	10
C.	Notice of Delinquent Assessment	10
D.	Lien Releases.....	10
E.	Enforcement of Assessment Lien and Limitations on Foreclosure.....	10
F.	Foreclosure	11
G.	Sale by Trustee	12
H.	Suspension of Rights of Delinquent Owner.....	12
I.	Fines and Penalties.....	12
4.10.	Reimbursement Charges	12
4.11.	Unallocated Taxes	12
4.12.	Estoppel Certificate.....	12
4.13.	Bank Accounts	13
ARTICLE V		13
MAINTENANCE AND MANAGEMENT		13
5.1.	Maintenance.....	13
A.	Association's Obligation to Maintain and Repair Common Area	13
B.	Owner's Right and Obligation to Maintain and Repair.....	14
C.	Inspection and Maintenance Guidelines.....	14
5.2.	Enforcement.....	15
5.3.	Powers and Duties of Association.....	15
A.	Utility Service	15
B.	Easements	15
C.	Manager.....	15
D.	Annual Budget.....	15
E.	Adoption of Rules	15
F.	Access.....	15
G.	Assessments and Liens.....	16
H.	Fines and Disciplinary Action.....	16
I.	Enforcement.....	16
J.	Acquisition and Disposition of Property.....	16
K.	Loans	16
L.	Dedication	16
M.	Contracts	16
N.	Delegation	16
O.	Appointment of Trustee	17
P.	Litigation/ Arbitration.....	17
Q.	Other Powers	17
R.	Common Area Improvements	17

ARTICLE VI.....	17
UTILITIES	17
6.1. Owner's Rights and Duties	17
6.2. Easements for Utilities and Maintenance	18
6.3. Association's Duties	18
ARTICLE VII.....	18
USE RESTRICTIONS	18
7.1. Condominium Use.....	18
7.2. Nuisances.....	18
7.3. Garbage and Refuse Disposal	18
7.4. Right to Lease	18
7.5. Liability of Owners for Damage to Common Area	20
7.6. Animals and Pets	20
7.7. Vehicle Restrictions, Parking and Towing	20
7.8. Signs.....	21
7.9. Basketball Standards.....	21
7.10. Flags, Pennants, Banners, Etc.....	21
7.11. Alterations To the Project and Residences	21
A. Common Area.....	21
B. Unit Interiors	21
C. Solar Energy System.....	21
D. Governmental Approvals:.....	22
7.12. Activities Causing Increase in Insurance Rates	22
7.13. Maintenance of Units:.....	22
7.14. Use of Yard Areas:.....	22
7.15. Electric Vehicle Charging Stations:	22
ARTICLE VIII	22
INSURANCE; DAMAGE OR DESTRUCTION.....	22
8.1. Insurance	22
A. Association Insurance	22
B. Waiver of Subrogation.....	23
C. Review of Policies.....	23
D. Separate Owner's Insurance.....	23
E. Obligations of Officers and Directors:.....	23
F. Policies and Procedures Regarding the Filing and Processing of Claims:.....	23
G. Copies of Policies; Notice to Members	23
H. Insurance General Requirements.....	24
8.2. Damage or Destruction.....	24
A. Costs of Damage – Condominiums	24
8.3. Condemnation	24
ARTICLE IX.....	25
GENERAL PROVISIONS	25
9.1. Enforcement.....	25
9.2. Invalidity of any Provision	25
9.3. Term.....	25
9.4. Amendments.....	26
9.5. Encroachment Rights	26
9.6. Rights of First Lenders	26
9.7. Limitation of Restrictions on Declarant:.....	27
9.8. Termination of any Responsibility of Declarant	28
9.9. Owners' Compliance	28
9.10. Notice.....	28
9.11. Dispute Resolution	28
A. Claims for Declaratory Relief or Enforcement of Governing Documents	28
B. Design or Construction Defect Claims	28
C. Notices to Members of Legal Proceedings Against Declarant:.....	29
D. Judicial Reference for Certain Disputes	29
E. Arbitration of Disputes	31
9.12. Number; Gender.....	32

9.13. Fair Housing	32
9.14. Condominium Plan Consent.....	32
ARTICLE X	32
ARCHITECTURAL DESIGN AND CONTROL.....	32
10.1. Consent of Architectural Committee	32
10.2. Plans and Specifications	32
10.3. Appointment of Architectural Committee	33
10.4. Approval or Disapproval by Architectural Committee	33
10.5. Inspection of Work	33
10.6. Unauthorized Improvements.....	34
10.7. Non-Liability.....	34
10.8. Access to Premises	34
10.9. Architectural Guidelines.....	34
ARTICLE XI	34
ENFORCEMENT OF BONDED OBLIGATIONS.....	34

**MARINA BOULEVARD CONDOMINIUMS
DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP**

THIS DECLARATION, made on the date hereinafter set forth, by _____, a California limited liability company, hereinafter referred to as "Declarant," is made with reference to the following facts:

A. Declarant is the owner of certain property located in the City of San Leandro ("City"), County of Alameda, State of California, more particularly described as Lots 125 and 126 of the Map of the Hemme Tract, which Map was filed on October 1, 1889, in Book 9 of Maps, at page 33, Alameda County Recorder Records, and lying entirely within the City of San Leandro, California (the "Property").

B. Declarant has improved the Property by constructing six (6) residential Condominiums on the Property. Declarant intends to create a "condominium project," as defined in Civil Code Section 4125, to subdivide the Property as authorized by Section 66427 of the Government Code into "condominiums" as defined in Section 783 of the Civil Code and to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all the Condominiums created pursuant to the Davis-Stirling Common Interest Development Act. Unless otherwise stated the statutory references made in this Declaration Corporations Code shall mean and refer to statutes and codes of the State of California.

C. The Project is subject to the Davis-Stirling Common Interest Development Act (the "Davis-Stirling Act") as effective January 1, 2014 as Division 4, Part 5, Chapters 1-11, inclusive, of the Civil Code (Civil Code Sections 4000 et seq.).

D. Declarant intends to construct and establish Condominiums on the Property, providing for a separate interest in a Unit and an undivided interest as Common Area in the remaining Property.

E. The development shall be referred to as the "Project" as defined in Section 1.31.

NOW, THEREFORE, Declarant hereby declares that the hereinafter described Project shall be held, sold, leased, mortgaged, encumbered, rented, used, occupied, improved and conveyed subject to the following declarations, limitations, easements, covenants, restrictions, and conditions, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Project for the purpose of enhancing and protecting the value and attractiveness of the Project, and every part thereof, in accordance with the plan for the improvements of the Project and the division thereof into Condominiums. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

**ARTICLE I.
DEFINITIONS**

1.1. "Architectural Committee": the committee formed pursuant to Article X of this Declaration to administer and enforce the architectural and design control guidelines contained in the Governing Documents.

1.2. "Articles": The Articles of Incorporation of the Association as amended from time to time.

1.3. "Assessment": That portion of the cost of maintaining, improving, repairing, operating and managing the Project which is to be paid by each Owner as determined by the Association, and shall include Regular Assessments and Special Assessments.

1.4. "Association": The MARINA BOULEVARD CONDOMINIUM ASSOCIATION, a California

nonprofit mutual benefit corporation, the Members of which are the Owners of the Condominiums.

1.5. "Board" or "Board of Directors": The governing body of the Association.

1.6. "Building": The building or buildings that constitute the residential building structures, as shown on the Condominium Plan.

1.7. "Bylaws": The Bylaws of the Association, as amended from time to time."City": The City of San Leandro, California.

1.8. "Common Area": The entire Project with the exception of, and excluding, the Units. The Common Area includes, without limitation: Land and parking and driveway areas. Title to the Common Area shall be held by all of the Owners in common as tenants-in-common as provided in Section 2.2.B of this Declaration.

1.9. "Common Expenses": Common Expenses shall include those costs and expenses for which the Association is responsible under this Declaration, including, but not limited to, the following actual and estimated costs for the following: (a) inspecting, maintaining, repairing, replacing, managing and operating the Common Areas of the Project; (b) all utilities for the Common Areas, or that are provided to the Condominiums by the Association and are not separately metered to the Condominiums, and any other utilities or services (such as garbage and trash removal) that are billed to the Association for the benefit of the Project; (c) managing and administering the Association, including compensation for managers, accountants, attorneys, and employees; (d) inspection, maintenance, repair and replacement of Common Area improvements and facilities required by this Declaration and all other expenses incurred by the Association for the common benefit of the Owners; (e) premiums for all insurance covering the Project that the Association is obligated or authorized to obtain under this Declaration, including, but not limited to insurance policies for the directors, officers and agents of the Association, and bonding the Members of the Board; (f) any taxes paid by the Association; (g) any unpaid Special Assessments and amounts the Board determines are necessary to maintain and fully fund the Reserve Fund; (h) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Project and (i) any other amount designated in this Declaration as a Common Expense.

1.10. "Common Interest": The proportionate undivided interest in the Common Area which is appurtenant to each Condominium as set forth in this Declaration.

1.11. "Condominium": An estate in real property as defined in Civil Code Sections 783 and 4125, consisting of an undivided interest in common in a portion of the Property and a separate interest in space called a Unit.

1.12. "Condominium Plan": The recorded three-dimensional plan of the Condominiums built or to be built on the Property which identifies the Common Area and each separate interest pursuant to Civil Code Sections 4120 and §4285, a copy of which Plan is attached hereto as Exhibit "A" and incorporated by reference herein.

1.13. "County": The County of Alameda, California.

1.14. "Declarant": _____, a California limited liability company, and any successor or assign that expressly assumes the rights and duties of the Declarant hereunder, in a recorded written document.

1.15. "Declaration": This Declaration, as amended or supplemented from time to time.

1.16. "Exclusive Use Common Area": Those portions of the Common Area set aside for exclusive use of an Owner or Owners, pursuant to Section 2.2.C of this Declaration.

1.17. "First Lender": Any bank, savings and loan association, insurance company, or other financial institution holding a recorded First Mortgage on any condominium.

1.18. "First Mortgage": Any Mortgage recorded in the County made in good faith and for value on a Condominium with first priority over other Mortgages encumbering the Condominium.

1.19. "Foreclosure": The legal process by which a Condominium owned by an Owner who is in default under a Mortgage is sold pursuant to Civil Code § 2924a et seq. or sale by the Court pursuant to Code of Civil Procedure § 725a et seq. and any other applicable laws.

1.20. "Governing Documents": This Declaration, as amended from time to time, the exhibits, if any, that are attached to the Declaration, together with the other basic documents used to create and govern the Project, including the Map, the Articles, the Bylaws, the Condominium Plan and the Rules, and any Design Guidelines adopted by the Board or the Association.

1.21. "Hazardous Materials": Any substance, material or waste which is or becomes: (i) regulated by any local or regional Governmental authority of the State of California or the United States Government as a hazardous waste; (ii) is defined as a "solid waste," "sludge," "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "non-RCRA hazardous waste," "RCRA hazardous waste," or "recyclable material," under any federal, state or local statute, regulation, or ordinance, including, without limitation, Sections 25115, 25117, 25117.9, 25120.2, 25120.5 or 25122.7, 25140, 25141 of the Health and Safety Code; (iii) defined as a "Hazardous Substance" under Section 25316 of the Health and Safety Code; (iv) defined as a "Hazardous Material," "Hazardous Substance" or "Hazardous Waste" under Section 25501 of the Health and Safety Code; (v) defined as a "Hazardous Substance" under Section 25281 of the Health and Safety Code; (vi) asbestos; (vii) petroleum products, including, without limitation, petroleum, gasoline, used oil, crude oil, waste oil, and any fraction thereof, natural gas, natural gas liquefied, methane gas, natural gas, or synthetic fuels, (viii) materials defined as hazardous or extremely hazardous pursuant to the California Code of Regulations; (ix) pesticides, herbicides and fungicides; (x) polychlorinated biphenyls; (xi) defined as a "Hazardous Substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.); (xii) defined as a "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (xiii) defined as a "Hazardous Substance" or "Mixed Waste" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., and regulations promulgated thereunder; (xiv) defined as a "Hazardous Substance" pursuant to Section 40L15 of the Clean Water Act, 40 C.F.R. 116; (xv) defined as an "Extremely Hazardous Substance" pursuant to Section 302 of the Superfund Amendments and Reauthorizations Act of 1986, 42 U.S.C. Section 11002 et seq.; or (xvi) defined as "medical waste" pursuant to Section 25023.2 of the Health and Safety Code, Chapter 6.1 (Medical Waste Management Act).

1.22. "Majority of the Voting Power": The vote of the Members representing four (4) of the six (6) Units in the Project.

1.23. "Map": That Tract Map described in Introductory Paragraph A, above.

1.24. "Member": A person entitled to membership in the Association as provided herein.

1.25. "Mortgage": A deed of trust as well as a mortgage.

1.26. "Mortgagee": A beneficiary or a holder of a deed of trust as well as a mortgagee.

1.27. "Mortgagor": The trustor of a deed of trust as well as a mortgagor.

1.28. "Occupant": A Person who occupies a Unit as an Owner, tenant or invitee of an Owner, including, without limitation, a tenant or guest, invitee, renter, lessee, family member, or relative.

1.29. "Owner" or "Owners": The record holder or holders of title, if more than one (1), of a Condominium in the project. This shall include any person having a fee simple title to any Condominium, but shall exclude persons or entities having any interest merely as security for the performance of an obligation. If a Condominium is sold under a contract of sale and the contract of sale is recorded, the purchaser, rather than the fee owner, shall be considered the "Owner" from and after the date the Association receives written notice of the recorded contract.

1.30. "Person": A natural person, a corporation, a partnership, trustee, or other legal entity.

1.31. "Project": The development as described in Section 2.1.

1.32. "Reimbursement Charges": The charges described in Section 4.10.

1.33. "Rules": The rules adopted from time to time by the Association.

1.34. "Share": The percentages in and to the Common Area attributed to and appurtenant to each Unit as set forth in Section 2.2.8.

1.35. "Utility Facilities": Defined in Section 6.1.

1.36. "Unit": The element of the Condominium, as defined in Section 2.2.A, which is not owned in common with the Owners of other Condominiums in the Project. Each unit is identified by separate letter on the Condominium Plan.

ARTICLE II. DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, AND CREATION OF PROPERTY RIGHTS

2.1. Description of Project: The Project is a Condominium Project consisting of the land, the Common Area, the six (6) Units and all other improvements located thereon. Declarant has constructed or will construct on the Property six (6) residential condominium Units and the related Common Area. Reference is made to the Condominium Plan for further details.

2.2. Division of Property: The Property is divided as follows:

A. Units: Each of the Units as separately shown, numbered and designated in the Condominium Plan. Each Unit consists of the space bounded by and contained within the airspace as shown on the Condominium Plan, including the portions of the land so described and all improvements thereon, each of such spaces being defined and referred to herein as a "Unit."

(1) Each Unit includes both the Building (or portions thereof) so described and the earth and airspace so encompassed. The Unit does not include those areas and those things which are defined as "Common Area" in Section 1.8.

(2) Each Condominium shall have appurtenant to it, nonexclusive easements for ingress, egress and support through the Common Area, subject to the rights of each Owner in the Exclusive Use Common Area appurtenant to the Owner's Condominium.

B. Common Areas: The Property other than the Units constitutes, and shall be referred to herein as, the "Common Area", and includes, without limitation, all of the elements set forth in Section 1.8. Each Owner shall have, as appurtenant to his or her Unit, a one-sixth (1/6th) undivided interest in the Common Area. Each Condominium includes a Unit and such undivided interest in the Common Area. Each Condominium shall have appurtenant to it, nonexclusive easements for ingress, egress and support through the Common Area. The Common Interest appurtenant to each Unit is permanent in

character and cannot be altered without the unanimous consent of the Owners and of the holders of First Mortgages on the Condominiums, as expressed in an amended Declaration. Each Owner may use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the rights of any other Owners, subject to the rights of each Owner in any Exclusive Use Common Area appurtenant to that Owner's Condominium.

C. Exclusive Use Common Areas: The following described portions of the Common Area, referred to as "Exclusive Use Common Areas," are set aside and allocated for the exclusive use of the Owner of the Condominium to which they are attached or assigned as shown on the Condominium Plan, and are appurtenant to that Condominium:

(1) Yards: Each Unit shall have the rights of use of the yard shown on the Condominium Plan.

Except as described herein or as may otherwise be provided by law, no other portion of the Common Areas shall be Exclusive Use Common Area.

D. No Separate Conveyance of Undivided Interests: The foregoing interests are hereby established and are to be conveyed with the respective Condominiums as indicated above, cannot be changed, except as herein set forth, and Declarant, its successors, assigns and grantees covenant and agree that the interests in the Common Areas and the Units conveyed therewith, shall not be separated or separately conveyed, and each such interest shall be deemed to be conveyed together even though the description in the instrument of conveyance or encumbrance may refer only to the Unit.

2.3. Rights of Entry and Use: The Units and Common Area (including Exclusive Use Common Area) shall be subject to the following rights of entry and use:

A. The right of the Association's agents or employees to enter any Unit to cure any violation of this Declaration or the Bylaws, provided that the Owner has received notice and a hearing as required by the Bylaws (except in the case of an emergency) and the Owner has failed to cure the violation or take steps necessary to cure the violation within thirty (30) days after the finding of a violation by the Association.

B. The access rights of the Association to maintain, repair or replace improvements or property located in the Common Area as described in Section 6.3.

C. The access rights of the Association to undertake and perform the Common Building Maintenance as defined and described in this Declaration, including the maintenance easement shown on the Condominium Plan over each Unit for driveway maintenance and repairs.

D. The rights of the Owners and the Association to install, maintain, repair or replace utilities as described in Article VI. Each Owner shall have a nonexclusive right and easement appurtenant to the Common Area and to all Units for the support, maintenance, and repair of the Owner's Unit and any Exclusive Use Common Area designated for the use of the Owner.

E. The encroachment rights described in Section 9.5.

F. The rights of Owners to make improvements or alterations authorized by Civil Code Section 4760(a)(2), subject to the provisions of Section 7.11.

2.4. Partition Prohibited: The Common Areas shall remain undivided as set forth above. Except as provided by Civil Code Section 4610, no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project. Judicial partition by sale of a single Condominium owned by two

(2) or more persons and division of the sale proceeds is not prohibited hereby but partition of title to a single Condominium is prohibited. No Unit may be partitioned or subdivided without the prior written approval of the holder of any mortgage lien on such Condominium.

2.5. All Easements Part of Common Plan: Whenever any easements are reserved or created or are to be reserved or created herein, such easements shall constitute equitable servitudes for the mutual benefit of all property in the Project, even if only certain Units are specifically mentioned as subject to or benefiting from a particular easement, and when easements referred to herein are subsequently created by grant deeds, such easements are part of the common plan created by this Declaration for the benefit of all property Owners within the Project.

2.6. Parking: There shall be no parking in the driveways of the Common Area. The two (2) Common Area guest parking space shall remain permanently available for guest parking by guests of Occupants and shall not be used for parking by Owners or Occupants of Units. The Association may establish rules and regulations from time to time for the parking of vehicles in the Common Areas.

ARTICLE III. ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1. Association to Manage Common Areas: The management of the Common Area shall be vested in the Association in accordance with this Declaration and the Bylaws. Each Owner covenants and agrees that the administration of the Project by the Association shall be in accordance with the provisions of this Declaration, and the Articles and Bylaws.

3.2. Membership: The Owner of a Condominium shall automatically, upon becoming the Owner of the Condominium, be a Member of the Association, and shall remain a Member of the Association until such time as the ownership ceases for any reason, at which time the membership in the Association shall automatically cease. Membership shall be held in accordance with the Articles and Bylaws.

3.3. Transferred Membership: Membership in the Association shall not be transferred, encumbered, pledged, or alienated in any way, except upon the sale or encumbrance of the Condominium to which it is appurtenant, and then only to the purchaser, in the case of a sale, or Mortgagee, in the case of an encumbrance of such Condominium. On any transfer of title to an Owner's Condominium, including a transfer on the death of an Owner, membership passes automatically with title to the transferee. A Mortgagee does not have membership rights until it obtains title to the Condominium by Foreclosure or deed in lieu of Foreclosure. Any attempt to make a prohibited transfer is void. No Member may resign his or her membership. On notice of a transfer, the Association shall record the transfer on its books.

3.4. Membership and Voting Rights: Membership and voting rights shall be as set forth in the Bylaws.

ARTICLE IV. ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each Condominium within the Project, hereby covenants, and each Owner of any Condominium by acceptance of a deed for that Condominium, whether or not it shall be so expressed in such deed, covenants and agrees:

- (1) to pay Regular Assessments, Special Assessments, and Reimbursement Charges,

to the Association as established in this Declaration, and

(2) to allow the Association to enforce any Assessment Lien (as defined below) established under this Declaration by non-judicial proceedings under a power of sale or by any other means authorized by law.

The Regular Assessments, Special Assessments, including Reimbursement Charges as permitted under Section 4.10, together with interest, late charges, collection costs and reasonable attorneys' fees, shall be a charge on the Condominium and shall be a continuing lien as an "Assessment Lien" upon the Condominium against which each such Assessment is made, the Assessment Lien to become effective upon recordation of a Notice of Delinquent Assessment. Each Assessment, together with interest, late charges, collection costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Condominium at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them. No Owner shall be exempt from liability for payment of Assessments by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of the Owner's Condominium. The interest of any Owner in the amounts paid pursuant to any Assessment upon the transfer of ownership shall pass to the new Owner. Upon the termination of these covenants for any reason, any amounts remaining from the collection of such Assessments after paying all amounts properly charged against such Assessments shall be distributed to the then Owners on the same pro rata basis on which the Assessments were collected.

4.2. Purpose of Assessments: The Assessments levied by the Association shall be used exclusively to promote the economic interests, recreation, health, safety, and welfare of all the Owners and other residents in the Project and to enable the Association to perform its obligations under this Declaration.

4.3. Assessments:

A. Regular Assessments: The Board shall establish and levy Regular Assessments in an amount that the Board estimates will be sufficient to raise the funds needed to perform the duties of the Association during each fiscal year. Regular Assessments shall be made for a one (1) year period and collected in monthly installments. The Regular Assessment shall include a portion for Reserves in such amounts as the Board in its discretion considers appropriate to meet the costs of the future repair, replacement or additions to the major improvements and fixtures that the Association is obligated to maintain and repair. Reserve Funds shall be deposited in a separate account and the signatures of at least two (2) persons who shall either be members of the Board or one officer who is not a member of the Board and a member of the Board shall be required to withdraw monies from the Reserve account.

B. Special Assessments: The Board, at any time, may levy a Special Assessment in order to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or such other purposes as the Board in its discretion considers appropriate. Special Assessments shall be allocated among the Units in the same manner as Regular Assessments, except in the case of an Assessment levied by the Board against a Member to reimburse the Association for costs incurred in bringing a Member into compliance with provisions of the Governing Documents.

4.4. Restrictions on Increases in Regular Assessments or Special Assessments:

A. Approval of Members for Certain Assessments: Except as provided in Section 4.4.B, without having first obtained the approval of such action by the vote or written assent of Members casting the votes of a Majority of the Voting Power at a meeting of the Association at which a quorum is present, the Board may not: (1) impose a Regular Assessment on any Condominium which is more than twenty percent (20%) greater than the Regular Assessment for the immediately preceding fiscal year or (2) levy a Special Assessment to defray the cost of any action or undertaking on behalf of the Association which in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. For purposes of this Section 4.4, a "quorum" means Members constituting more than fifty

percent (50%) of the voting power of the Association. Any meeting of the Association for purposes of this Section 4.4 shall be conducted in accordance with Civil Code Section 4070. The right of the Board to increase Regular Assessments by up to twenty percent (20%) over the Regular Assessment for the immediately preceding fiscal year is subject to the Board having complied with the provisions of Civil Code Section 5605(a), or having obtained the approval of such increase by the Members in the manner set forth above in this Section 4.4 as set forth in Civil Code Sections 5605(a) and 4070.

B. Assessments for Emergency Situations: Notwithstanding the foregoing, the Board, without membership approval, may increase Regular Assessments or levy Special Assessments necessary for an emergency situation in amounts that exceed the provisions of Section 4.4.A, above. For purposes of this Section, an emergency situation is one of the following:

- (1) An extraordinary expense required by an order of a court,
- (2) an extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible where a threat to personal safety on the Project is discovered, or
- (3) an extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget, provided, however, that prior to the imposition or collection of the Assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process and the resolution shall be distributed to the Members with the notice of the Assessment.

The Association shall provide to the Owners notice by individual notice, as described in Civil Code Section 4040, of any increase in the Regular Assessments or Special Assessments of the Association, not less than thirty (30) nor more than sixty (60) days prior to the increased Assessment becoming due. This Section 4.4 incorporates the statutory requirements of the currently applicable provisions Civil Code. If these provisions of the Civil Code are amended in any manner, this Section 4.4 shall be automatically amended in the same manner without the necessity of amending this Declaration.

C. Notice and Quorum for Any Action Authorized Under Section 4.4: Any action authorized under Section 4.4, which requires a vote of the membership, shall be subject to the secret ballot voting requirements of Civil Code Section 5100 et seq.

4.5. Division of Assessments: Both Regular Assessments and Special Assessments shall be levied equally among the Condominiums. Regular Assessments shall be collected on a monthly basis unless the Board directs otherwise. Special Assessments may be collected in one (1) payment or periodically as the Board shall direct.

4.6. Date of Commencement of Regular Assessment; Due Dates: The Regular Assessments provided for in this Declaration shall commence as to all Condominiums on the first day of the month following the first conveyance of a Condominium to the Owner. The first Regular Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall use its best efforts to fix the amount of Regular Assessment against each Condominium and send written notice thereof to every Owner at least forty-five (45) days in advance of each Regular Assessment period, provided that failure to comply with the foregoing shall not affect the validity of any Assessment levied by the Board. Regular Assessments may be prorated on a monthly basis. The due dates for payment of Assessments shall be established by the Board. The Association shall, upon demand, furnish a certificate signed by an officer or designated representative of the Association stating that the Assessments on a specified Condominium have been paid. Such a certificate shall be conclusive evidence of such payment.

4.7. Effect of Nonpayment of Assessments: Any Assessment not paid within fifteen (15) days

after the due date shall be delinquent, shall bear interest at the rate of twelve percent (12%) per annum commencing thirty (30) days after the due date until paid, and shall incur a late payment penalty in an amount not exceeding ten percent (10%) of the delinquent Assessment or ten dollars (\$10), whichever is greater.

4.8. Transfer of Condominium by Sale or Foreclosure: Sale or transfer of any Condominium shall not affect the Assessment Lien. However, the sale of any Condominium pursuant to Foreclosure of a First Mortgage shall extinguish the Assessment Lien of any Assessments on that Condominium (including attorneys' fees, late charges, or interest levied in connection therewith) as to payments which became due prior to such sale or transfer (except for Assessment Liens as to which a Notice of Delinquent Assessment has been recorded prior to the Mortgage). Any First Lender who obtains title to a Condominium pursuant to remedies in the Mortgage or through foreclosure will not be liable for the Unit's unpaid Assessments accrued before acquisition of the title to the Unit by the First Lender. No sale or transfer shall relieve such Condominium from liability for any Assessments becoming due after the foreclosure sale or from the lien thereof. The unpaid share of such Assessments shall be deemed to be Common Expenses collectible from all of the Condominium Owners including such acquirer, and his or her successors or assigns. If a Condominium is transferred, the grantor shall remain liable to the Association for all unpaid Assessments against the Condominium through and including the date of the transfer. The grantee shall be entitled to a statement from the Association, dated as of the date of transfer, setting forth the amount of the unpaid Assessments against the Condominium to be transferred and the Condominium shall not be subject to a lien for unpaid Assessments in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any Assessments that become due after the date of the transfer.

4.9. Priorities; Enforcement; Remedies: If an Owner fails to pay an Assessment when due, the Association has the right, and option, to bring legal action against the Owner to enforce collection of the unpaid and past due Assessment, or may impose an Assessment Lien on the Unit pursuant to the provisions of Civil Code Section 5675. Suit to recover a money judgment for unpaid Assessments and attorneys' fees, shall be maintainable without foreclosing or waiving the lien securing the same. The Association shall distribute the written notice required by the currently applicable provisions of the Civil Code to each Member as required in the form and content as so required.

A. Statement of Charges: At least thirty (30) days prior to the Association recording an Assessment Lien upon a Unit pursuant to Civil Code Section 5650, the Association shall notify the owner of record in writing by certified mail of the following:

(1) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount owed, a statement that the Owner has the right to inspect the Association's records, pursuant to Civil Code Section 5205, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed: "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION".

(2) An itemized statement of the charges owed by the Owner, including items on the statement which indicate the amount of any delinquent Assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any.

(3) A statement that the Owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the Assessment was paid on time to the Association.

(4) The right to request a meeting with the Board as provided by Civil Code Section 5665.

(5) The right to dispute the Assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "meet and confer" program required in Civil Code, Article 2 (commencing with Section 5900 of Chapter 10 of the Civil Code).

(6) The right to request alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with Section 5925) of Chapter 10 of the Civil Code before the Association may initiate foreclosure against the Owner's Unit, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

Note: Any payments made by the Owner toward the debt shall first be applied to the Assessments owed, and, only after the Assessments owed are paid in full shall the payments be applied to the fees and costs of collection, attorneys' fees, late charges, or interest. When an Owner makes a payment, the owner may request a receipt and the Association shall provide it. The receipt shall indicate the date of payment and the person who received it. The Association shall provide a mailing address for overnight payment of Assessments.

B. Payment Plan: An Owner may submit a written request to meet with the Board to discuss a payment plan for the Assessment debt noticed pursuant to Section 4.9.A. The Association shall provide the Owners the standards for payment plans, if any exist. The Board shall meet with the Owner in executive session within forty five (45) days of the postmark of the request, if the request is mailed within fifteen (15) days of the date of the postmark of the notice, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more members to meet with the Owner. Payment plans may incorporate any Assessments that accrue during the payment plan period. Payment plans shall not impede the Association's ability to record a lien on the Owner's Unit to secure payment of delinquent Assessments. Additional late fees shall not accrue during the payment plan period if the Owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Association may resume its efforts to collect the delinquent Assessments from the time prior to entering into the payment plan.

C. Notice of Delinquent Assessment: After compliance with the provisions of Civil Code Section 5660, the Association may record a Notice of Delinquent Assessment and establish an Assessment Lien against the Unit of the delinquent Owner prior and superior to all other liens recorded subsequent to recordation of the Notice of Delinquent Assessment, except (1) all taxes, bonds, Assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any First Mortgage of record recorded prior to recordation of the Notice of Delinquent Assessment. The Notice of Delinquent Assessment shall include an itemized statement of the charges owed by the Owner described in Section 4.9.A above, a description of the Unit against which the Assessment and other sums are levied, the name of the record Owner, and the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice shall be signed by any officer of the Association or any management agent or other designee or agent retained by the Association for such purpose and shall be mailed by certified mail to every person whose name is shown as an Owner of the Unit in the Association's records no later than ten (10) calendar days after recordation.

D. Lien Releases: Within twenty-one (21) days after payment of the sums specified in the Notice of Delinquent Assessment, the Association shall record or cause to be recorded in the Office of the County Recorder in which the Notice of Delinquent Assessment is recorded a lien release or notice of rescission and provide the Owner a copy of the lien release or notice that the delinquent Assessment has been satisfied.

E. Enforcement of Assessment Lien and Limitations on Foreclosure: The collection by the Association of delinquent Regular Assessments or delinquent Special Assessments of an amount less than one thousand eight hundred dollars (\$1,800), not including any accelerated Assessments, late charges, fees and costs of collection, attorney's fees, or interest, may not be enforced through judicial or non-judicial foreclosure, but may be collected or secured in any of the following ways:

(1) By a civil action in small claims court, pursuant to Chapter 5.5 (commencing with Section 116.110) of Title 1 of the Code of Civil Procedure. If the Association chooses to proceed by an action in small claims court, and prevails, the Association may enforce the judgment as

permitted under Article 8 (commencing with Section 116.810) of Title 1 of the Code of Civil Procedure. The amount that may be recovered in small claims court to collect upon a debt for delinquent Assessments may not exceed the jurisdictional limits of the small claims court and shall be the sum of the following:

(a) The amount owed as of the date of filing the complaint in the small claims court proceeding

(b) In the discretion of the court, an additional amount to that described in subparagraph (a) equal to the amount owed for the period from the date the complaint is filed until satisfaction of the judgment, which total amount may include accruing unpaid Assessments and any reasonable late charges, fees and costs of collection, attorney's fees, and interest, up to the jurisdictional limits of the small claims court.

(2) By recording a lien on the Owner's Unit upon which the Association may not foreclose until the amount of the delinquent Assessments secured by the lien, exclusive of any accelerated Assessments, late charges, fees and costs of collection, attorneys' fees, or interest, equals or exceeds one thousand eight hundred dollars (\$1,800) or the Assessments are more than twelve (12) months delinquent. If the Association chooses to record a lien under these provisions, prior to recording the lien, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of the Civil Code.

(3) Any other manner provided by law, except for judicial or non-judicial foreclosure

F. Foreclosure: The Association may collect delinquent Regular Assessments or delinquent Special Assessments of an amount of one thousand eight hundred dollars (\$1,800) or more, not including any accelerated Assessments, late charges, fees and costs of collection, attorney's fees, or interest, or any Assessments that are more than twelve (12) months delinquent, by a civil action, including, if within the jurisdiction of the small claims court, in small claims court, pursuant to Chapter 5.5 (commencing with Section 116.110) of Title 1 of the California Code of Civil Procedure, or any other manner provided by law, including using judicial or non-judicial foreclosure subject to the following conditions:

(1) Prior to initiating a foreclosure on an Owner's separate interest, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to the Association's "meet and confer" program required in Article 2 (commencing with Section 5900) of Chapter 10 of the Civil Code or alternative dispute resolution as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of the Civil Code. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

(2) The decision to initiate Foreclosure of an Assessment Lien for delinquent Assessments that has been validly recorded shall be made only by the Board and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board members in an executive session. The Board shall record the vote in the minutes of the next meeting of the Board open to all members. The Board shall maintain the confidentiality of the Owner or Owners of the Unit by identifying the matter in the minutes by the Unit number of the property, rather than the name of the Owner or Owners. A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale.

(3) The Board shall provide notice by personal service to an Owner of a Unit who occupies the Unit or to the owner's legal representative, if the Board votes to foreclose upon the Unit. The Board shall provide written notice to an Owner of a Unit who does not occupy the Unit by first-class mail, postage prepaid, at the most current address shown on the books of the Association. In the absence of written notification by the Owner to the Association, the address of the Owner's Unit may be treated as the Owner's mailing address.

(4) A non-judicial foreclosure by the Association to collect upon a debt for delinquent Assessments shall be subject to a right of redemption. The redemption period within which the Unit may be redeemed from a foreclosure sale under this paragraph ends 90 days after the sale.

In addition to the requirements of Civil Code Section 2924, a notice of default shall be served by the Association on the Owner's legal representative in accordance with the manner of service of summons in Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. Upon receipt of a written request by an Owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices required by this Section to the secondary address provided. The Association shall notify Owners of their right to submit secondary addresses to the Association, at the time the Association issues the annual policy statement per Civil Code Section 5310. The Owner's request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it. The Owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

G. Sale by Trustee: Any sale by the trustee shall be conducted in accordance with the provisions of §§ 2924, 2924b, 2924c, 2924f, 2924g, 2924h and 2924j of the Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust, including any successor statutes thereto, or in any other manner permitted by law. The fees of a trustee may not exceed the amounts prescribed in Civil Code §§ 2924c and 2924d. Nothing in this Declaration shall preclude the Association from bringing an action directly against an Owner for breach of the personal obligation to pay Assessments or from taking a deed in lieu of foreclosure.

H. Suspension of Rights of Delinquent Owner: The Board may temporarily suspend the voting rights of a Member who is in default in payment of any Assessment, after notice and hearing, as provided in the Bylaws.

I. Fines and Penalties: In conformity with Civil Code Section 5725(b), fines and penalties imposed by the Association for violation of this Declaration as a disciplinary measure for failure of an Owner to comply with this Declaration or the Rules, except for late payments, are not "Assessments," and are not enforceable by Assessment Lien, but are enforceable by court proceedings.

4.10. Reimbursement Charges: The Board may levy a Reimbursement Charge against a Member after notice and hearing, as provided in the Bylaws, to reimburse the Association for costs incurred by the Association in the repair of damage to the Common Area and facilities for which the Member or the Member's guests or tenants were responsible and in bringing the Member and such Member's Unit into compliance with the provisions of the Governing Documents in the amount required to reimburse the Association for the actual costs and expenses incurred and the amounts incurred to enforce the Association's rights under this Declaration as are then permitted by law. Reimbursement Charges shall be payable when directed by the Board after written notice to the Owners, which notice shall in no event be less than thirty (30) days. Reimbursement Charges shall not be deemed Assessments, and shall not be subject to lien, but may be subject to enforcement as otherwise permitted by this Declaration and the law.

4.11. Unallocated Taxes: In the event that any taxes are assessed against the Common Area, or the personal property of the Association, rather than against the Condominiums, said taxes shall be included in the Assessments made under the provisions of Section 4.1 and, if necessary, a Special Assessment may be levied against the Condominiums in an amount equal to said taxes, to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

4.12. Estoppel Certificate: Within ten (10) days of the mailing or delivery of a written request by any Owner, the Board shall provide the Owner with a written statement containing the following information: (i) whether to the knowledge of the Association, the Owner or Occupant of the Owner's

Condominium is in violation of any of the provisions of this Declaration, the Articles, Bylaws or Rules; (ii) the amount of Regular Assessments and Special Assessments, and Reimbursement Charges, including installment payments, paid by the Owner during the fiscal year in which the request is received; and (iii) the amount of any Assessments levied against the Owner's Condominium that are unpaid as of the date of the statement, including any late charges, interest or costs of collection, and that, as of the date of the statement, are or may be made a lien against the Owner's Condominium as provided by this Declaration. The Association may charge a fee to provide this information, provided the fee shall not exceed the Association's reasonable cost to prepare and reproduce the requested items.

4.13. Bank Accounts: Assessment charges collected the Association shall be promptly deposited in a bank or savings account, in a bank or savings and loan association to be selected by the Board, which account or accounts shall be under the name of the Association. The Board, and any officer of the Association or other person or firm designated by the Board, shall have exclusive control of said account or accounts, and shall be responsible to the Owners for the maintenance of accurate records thereof at all times. No withdrawal shall be made from any of said accounts except to pay for the charges and expenses or otherwise provide for the common benefit of all Owners.

The Board shall establish two (2) separate accounts into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under this Declaration. Each of the accounts shall be established as a separate savings or checking account at a bank or savings institution. The accounts shall include: (i) an operating fund for current common expenses of the Association, and (ii) a fund for reserves for capital Improvements, replacements, painting and repair of the Common Areas (which cannot normally be expected to occur on an annual basis). The Board shall not commingle any amounts deposited into either of the above accounts with one another. Nothing contained herein shall limit, preclude, or impair the establishment of additional maintenance funds by the Association, so long as the amounts assessed to, deposited into, and disbursed from any such fund are earmarked for specified purposes authorized by this Declaration.

ARTICLE V. MAINTENANCE AND MANAGEMENT

5.1. Maintenance:

A. Association's Obligation to Maintain and Repair Common Area: The Association shall maintain, repair, replace (when necessary), restore, operate and manage all of the Common Area and all facilities (including Utility Facilities to the extent they are within the Common Area).

(1) The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or omission of an Owner, or his guests, tenants or invitees, or the Owner's pets, except if the repair is covered by the insurance carried by the Association, the Association shall be responsible for making the repairs, and the responsible Owner shall pay any deductible pursuant to the insurance policy. If the Owner fails to make such payment, then the Association may make such payment and shall charge the responsible Owner, which charge shall bear interest at the rate of twelve percent (12%) per annum (but no greater than the maximum rate allowed by law) until paid in full. The costs of any repairs arising out of or caused by the willful or negligent act of an Owner, or his guests, tenants or invitees, or the Owner's pets, the cost of which is not covered by insurance carried by the Association, shall be the responsibility of the Owner. The Association shall make the repairs and charge the costs thereof to the responsible Owner, which costs shall bear interest at the rate of twelve percent (12%) per annum (but no greater than the maximum rate authorized by law) until paid in full.

(2) Cooperation of Owners/Occupants: Each Owner and Occupant shall fully cooperate with the agents of the Association in the performance of the Association's inspection, maintenance and repair obligations described above. Such cooperation shall include, but is not limited to,

immediate notification to the Board or its managing agent of any maintenance or repair problems for which the Association is responsible and access to the Owner or Occupant's Unit and Exclusive Use Common Area as may be necessary to inspect and, if appropriate, to perform any necessary maintenance, inspections or repairs.

(3) The Association shall maintain and operate the Common Area of the Project in accordance with all applicable municipal, state, and federal laws, statutes and ordinances, as the case may be. The Association shall also, as a separate and distinct responsibility, insure that third parties (including Owners and their guests) utilize the Common Area in accordance with the aforementioned regulations. The Association shall, when it becomes aware of any violation of the aforementioned regulations, expeditiously correct such violations.

B. Owner's Right and Obligation to Maintain and Repair: Except for those portions of the Project which the Association is required to maintain and repair, including the Common Building Maintenance defined and described in this Declaration, each Unit Owner shall, at his or her sole cost and expense, maintain and repair the Unit, keeping the same in good condition and in accordance with the Unit Maintenance Guidelines. In addition, each Unit Owner shall be responsible at his or her sole cost and expense to maintain and repair the exclusive use yard area appurtenant to the Unit, and any improvements therein, at such Owner's sole cost and expense.

In the event an Owner fails to maintain his Unit in a manner which the Board deems necessary to preserve the appearance and value of the Property, the Association may notify Owner in writing of the work required and request it be done within sixty (60) days from the giving of such notice. In the event Owner fails to carry out such maintenance within said period, the Association may cause such work to be done and the cost thereof shall immediately be paid by such Owner to the Association and until paid shall bear interest at the rate of twelve percent (12%) per annum (but no greater than the maximum rate authorized by law).

C. Common Building Maintenance: Notwithstanding each Owner's obligation to maintain and repair his or her Unit, the Association shall also paint, repair, replace or otherwise maintain in good condition each rood, gutter, downspout and exterior building surface and balconies or all buildings located in the Project (the "Common Building Maintenance"), as further described in the Association Maintenance Guidelines (as defined below). This shall not include maintenance or replacement of glass, sliding glass doors, screens, and exterior door or garage door hardware for the Units. The standards of exterior maintenance shall be determined by the Association, and the cost of the Common Building Maintenance shall be included in any annual budget and levied as an Assessment against the Owners.

D. Inspection and Maintenance Guidelines: The Declarant may provide the Association with a maintenance guideline for the inspection and maintenance of the improvements within the Project ("Association Maintenance Guidelines") and each Owner with the inspection and maintenance guidelines and schedules for the inspection and maintenance of the improvements within the separate Units in the Project ("Unit Maintenance Guidelines"). When an Owner transfers a Unit, the Owner shall deliver complete copies of any such Association Maintenance Guidelines and Unit Maintenance Guidelines to the transferee of the Unit on or before the date of the transfer of title.

The Board shall comply with any Association Maintenance Guidelines for the periodic inspection and maintenance of the Common Area improvements and landscaping that the Association is required to maintain under this Declaration, and any other improvements outside of the Common Area, which the Association has the responsibility to maintain. The Board shall take all appropriate actions to implement and comply with the Association Maintenance Guidelines. The Board shall periodically review and update the Association Maintenance Guidelines. The Association Maintenance Guidelines may not be modified by the Association to reduce the maintenance obligations and requirements of the Association without prior written approval of Declarant for a period of ten (10) years after the conveyance of the first Unit in the Project to an Owner other than the Declarant.

The Association shall have the power and duty to operate, maintain and inspect the Project and its various components in conformance with any Association Maintenance Guidelines.

5.2. Enforcement: In the event an Owner fails to pay for repairs, maintenance, or for insurance, or any joint obligations under this Declaration, the Association or the other Owner may bring an action at law to recover the amount due and shall be entitled to recover reasonable attorneys' fees in such action.

5.3. Powers and Duties of Association: In addition to the powers enumerated in the Articles and Bylaws or elsewhere provided for in this Declaration, and without limiting their generality, the Association shall have the following powers and duties:

A. Utility Service: The Association shall have the authority and obligation to obtain water, gas and electric service to the Common Areas.

B. Easements: The Association shall have authority, by document signed by the President and the Secretary, and approved by a vote of a Majority of the Voting Power, to grant permits, licenses, and easements over the Common Area in addition to those shown on the Map or Condominium Plan and/or referred to in Article VI, where necessary for roads, utilities, communications services, cable television, and sewer facilities or other services benefiting the Project and/ or the Owners or where necessary to satisfy or achieve appropriate governmental purpose or request. The Board of Directors may grant Exclusive Use easement rights over a portion of the Common Area to a Member with the affirmative vote of a Majority of the Voting Power, and without the approval of the Members in those limited cases set forth in Civil Code Section 4600(b).

C. Manager: The Association may employ a manager or other persons and contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, except for the responsibility to hold hearings, cause legal actions to be filed and perform other duties of the Board that are not delegable under law or the Governing Documents. Any contract with a firm or person appointed as a manager or managing agent shall not exceed a one (1) year term and shall provide for the right of the Association to terminate the management agreement for cause on thirty (30) days' written notice, or without cause or payment of any termination fee on ninety (90) days' written notice. So long as any Mortgage that is a lien on a Condominium is insured or guaranteed by the Federal Housing Administration, the Association shall not employ a management agent nor enter into a management contract nor undertake "self-management" until such time as the Federal Housing Commissioner has approved in writing the proposed management agent, and, if required, the form of management agreement or other management arrangement.

D. Annual Budget: As further described in the Bylaws, each year, the Association shall establish a budget for all expenses of the Project for the coming year, including maintenance, insurance, repair, replacement, including reserves, and management. Each Condominium Owner shall be responsible for payment of its share of the budgeted expenses, and other expenses incurred by the Association during the year. The Association shall prepare and distribute to Owners⁶ any financial statements and reports that may be required by law.

E. Adoption of Rules: The Board may adopt reasonable Rules that are not inconsistent with this Declaration relating to the use of the Common Area and all its facilities, and the conduct of Owners and their tenants and guests with respect to the Project and other Owners. The adoption of any Rules shall be undertaken in compliance with the applicable Sections of the Civil Code regarding adoption of Rules. Written copies of such Rules and any schedule of fines and penalties adopted by the Board shall be furnished to Owners by general notice as described in Civil Code Section 4045 within (15) days after they are adopted. The adoption of any Rules or amendment or repeal of any Rule shall comply with the procedures required by California Civil Code Section 4340 et seq., to the extent applicable.

F. Access: For the purpose of performing construction, maintenance or emergency repair for the benefit of the Common Area or the Owners in common, and/or to perform maintenance work

that an Owner has failed to perform as provided in Section 5.1.B, the Association's agents or employees shall have the right, after reasonable notice (not less than twenty-four (24) hours except in emergencies) to the Owner of the Unit in which maintenance work has not been performed, to enter any such Unit or to enter any portion of the Common Area at reasonable hours. Such entry shall be made with as little inconvenience to the Owner as practicable and any damage caused by such entry shall be repaired by the Board at the expense of the Association.

G. Assessments and Liens: The Board shall have the power to levy and collect Assessments in accordance with the provisions of Article IV hereof.

H. Fines and Disciplinary Action: The Board may impose fines or take disciplinary action against any Owner for failure to pay Assessments or for violation of any provision of the Governing Documents and the Rules. Penalties may include, but are not limited to, fines, temporary suspension of voting rights, or other appropriate discipline, provided the Member is given notice and a hearing as provided in the Bylaws before the imposition of any fine or disciplinary action. The Board shall have the power to adopt a schedule of reasonable fines and penalties for violations of the terms of this Declaration, and for violations of any Rules adopted pursuant to Section 5.3.E. Written copies of Rules and the schedule of penalties shall be furnished to Owners. The Board shall levy fines and penalties and shall enforce such Assessments as appropriate under applicable law.

I. Enforcement: The Board shall have the authority to enforce this Declaration as per Section 9.1 hereof.

J. Acquisition and Disposition of Property: The Board shall have the power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association. Any transfer of property shall be by document signed or approved by the vote of a Majority of the Voting Power of the Association.

K. Loans: The Board shall have the power to borrow money, and, only with the vote of a Majority of the Voting Power of the Association, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

L. Dedication: The Board shall have the power to dedicate all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication shall be effective unless an instrument has been approved by the vote of a Majority of the Voting Power of the Association, agreeing to such dedication.

M. Contracts: The Board shall have the power to contract for goods and/or services for the Common Area(s), for the Condominiums, or for the Association, subject to limitations set forth in the Bylaws, or elsewhere in this Declaration. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration shall be deemed to be binding on all Owners, their successors and assigns.

N. Delegation: The Board, and the officers of the Association shall have the power to delegate their authority and powers to committees, officers or employees of the Association, or to a manager employed by the Association, provided that the Board shall not delegate its responsibility:

(1) to make expenditures for capital additions or improvements chargeable against the reserve funds;

(2) to conduct hearings concerning compliance by an Owner or his or her tenant, lessee, guest or invitee with the Declaration, Bylaws or Rules promulgated by the Board;

(3) to make a decision to levy monetary fines, levy Reimbursement Charges, temporarily suspend an Owner's rights as a Member of the Association or otherwise impose discipline; to make a decision to levy Regular Assessments or Special Assessments; or

(4) to make a decision to bring suit, record a claim of lien or institute Foreclosure proceedings for default in payment of Assessments.

O. Appointment of Trustee: The Board acting on behalf of the Association, has the power to appoint or designate a trustee to enforce Assessment Liens by sale as provided in Section 4.9 and Civil Code Section 5700(a).

P. Litigation/Arbitration: The Board shall not enter into any contingent fee agreement with an attorney in a matter involving alleged design or construction defects in the Project, except if the such agreement is approved by the vote of the Majority of the Voting Power with the requirement that such agreement shall only pertain to the facilities or improvements that the Association is responsible for maintaining as provided herein, and only if the matter is not resolved pursuant to the procedures set forth in Section 9.11.

Q. Other Powers: In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under Corporations Code Section 7140.

R. Common Area Improvements: The Board shall have the authority and power to demolish, remove and reconstruct any and all improvements on or over or under the Common Area in a manner not inconsistent with this Declaration, and to construct, improve and repair improvements that are appropriate for the use and benefit of the Members of the Association, and to charge for the use of such improvements, provided that the Board shall not include in any Regular Assessment or Special Assessment the cost of any new capital improvement which exceeds \$15,000 in cost to be expended in any one calendar year, unless such expenditure was approved by the vote of at least a Majority of the Voting Power.

ARTICLE VI. UTILITIES

6.1. Owner's Rights and Duties: The rights and duties of the Owners of Condominiums within the Project with respect to sanitary sewer, water, drainage, electric, gas, television receiving, telephone equipment, cables and lines, exhaust flues, and heating and air conditioning facilities (hereinafter referred to, collectively, as "Utility Facilities") shall be as follows:

A. Whenever Utility Facilities are installed within the Property, which Utility Facilities or any portion thereof lie in or upon Condominiums owned by other than the Owner of a Condominium served by said Utility Facilities, the Owners of any Condominium served by said Utility Facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Condominiums or to have the utility companies enter upon the Condominiums in or upon which said Utility Facilities, or any portion thereof, lie, to repair, replace and generally maintain said Utility Facilities as and when necessary.

B. Whenever Utility Facilities are installed within the Property which Utility Facilities serve more than one (1) Condominium, the Owner of each Condominium served by said Utility Facilities shall be entitled to the full use and enjoyment of such portions of said Utility Facilities as service his Condominium.

C. In the event of a dispute between Owners with respect to the repair or rebuilding of said Utility Facilities, or with respect to the sharing of the cost thereof, then, upon written request of one (1) of such Owners the matter shall be submitted to arbitration pursuant to the rules of the American

Arbitration Association, and the decision of the arbitrator(s) shall be final and conclusive on the parties.

D. The water, gas and electricity to each Unit shall be under a separate meter, and each Owner shall be responsible for paying his or her own utility bills.

6.2. Easements for Utilities and Maintenance: Easements over and under the Property for the installation, repair, and maintenance of electric, telephone, water, gas, and sanitary sewer lines and facilities, heating facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as shown on the recorded Map of the Property, and as may be hereafter required or needed to service the Property, are hereby reserved by Declarant and its successors and assigns, together with the right to grant and transfer the same. Reciprocal easements exist for the installation, repair, maintenance and replacement of meters for water, gas and electricity, so each Owner shall have access to the meter(s) for his Unit, regardless of where located.

6.3. Association's Duties: The Association shall maintain all Utility Facilities located in the Common Area except for those facilities maintained by utility companies, public, private, or municipal, and those maintained by the Owners as described in Section 5.1.B. The Association shall pay all charges for utilities supplied to the Project except those metered or charged separately to the Condominiums.

ARTICLE VII. USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Property and each Condominium therein is subject to the following:

7.1. Condominium Use: No Condominium shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein, except that residential Condominiums may be used as a combined residence and executive or professional office by the Owner thereof, so long as such use does not interfere with the quiet enjoyment by other Owners and does not include visiting clients, except that Declarant, its successors or assigns, may use any Condominium or Condominiums in the Project owned by Declarant for a model home site or sites and display and sales/construction office during construction and until the last Condominium is sold by Declarant, or until three (3) years from the date of closing of the first sale in the latest annexed phase of the Project, whichever occurs first. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

No Condominium or any portion thereof in the Project shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time sharing agreement, plan, program or arrangement, including, without limitation, any so called "vacation license," "travel club," "extended vacation," or other membership or time interval ownership arrangement. The term "time sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess the Condominiums or any portion thereof in the Project rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like kind use privileges, according to a fixed or floating interval or period of time of twenty-five (25) consecutive calendar days or less. This Section shall not be construed to limit the personal use of any Condominium or any portion thereof in the Project by any Owner or his or her or its social or familial guests.

Residents shall be limited as follows: No more than two (2) persons per bedroom in any Condominium shall be permitted as permanent residents. (A "permanent resident" means any person residing in a Condominium more than sixty (60) days out of any twelve (12) consecutive month period), provided that one (1) person shall be allowed in addition to the maximum number of permanent residents otherwise permitted in each Condominium.

No health care facilities operating as a business or charity and serving the sick, elderly, disabled, handicapped or retarded shall be permitted in the Project.

No family day care center for children shall be permitted within the Project except as specifically authorized by Health and Safety Code §1597.40 and other applicable state statutes. The owner/operator of any such day care facility shall comply with all local and state laws regarding the licensing and operating of a day care center.

7.2. Nuisances: No noxious, illegal, or seriously offensive activities shall be carried on upon any Condominium, or in any part of the Project, nor shall anything be done thereon which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of the Owners' Condominiums, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be cancelled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

7.3. Garbage and Refuse Disposal: All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall only be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in the garage of the Unit, except when removed to the central common garbage disposal facility located in the Common Area. No toxic or Hazardous Materials shall be disposed of within the Project by dumping in the garbage containers or down the drains, or otherwise.

7.4. Right to Lease:

A. Any Owner who wishes to lease his or her Condominium must meet each and every one of the following requirements, and the lease will be subject to these requirements whether they are included within the lease or not:

- (1) All leases must be in writing;
- (2) the lease must be for the entire Condominium and not merely parts thereof, unless the Owner remains in occupancy;
- (3) All leases shall be subject in all respects to provisions of the Declaration, the Bylaws, and all Rules adopted by the Association.

B. Any failure of a tenant to comply with the Declaration, and Association Rules, shall be a default under the lease, regardless of whether the lease so provides. In the event of any such default, the Owner immediately shall take all actions to cure the default including, if necessary, eviction of the tenant;

C. If any tenant is in violation of the provisions of the Declaration, or Rules of the Association, the Association may bring an action in its own name and/or in the name of the Owner to have the tenant evicted and/or to recover damages. If the court finds that the tenant is violating, or has violated any of the provisions of the Declaration, or the Rules of the Association, the court may find the tenant guilty of unlawful detainer notwithstanding the fact that the Owner is not the plaintiff in the action and/or the tenant is not otherwise in violation of tenant's lease. For purposes of granting an unlawful detainer against the tenant, the court may assume that the Owner or person in whose name a contract (the lease or rental agreement) was made was acting for the benefit of the Association. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies which the Association has. If permitted by present or future law, the Association may recover all its costs, including court costs and reasonable attorneys' fees incurred in prosecuting the unlawful detainer action.

D. The Association shall give the tenant and the Owner written notice of the nature of the violation of the Declaration and/or Rules, and twenty (20) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

E. Each Owner shall provide a copy of the Declaration, and all Rules of the Association to each tenant of his Unit. By becoming a tenant, each tenant agrees to be bound by the Declaration, and the Rules of the Association, and recognizes and accepts the right and power of the Association to evict a tenant for any violation by the tenant of the Declaration, and Rules of the Association.

F. No Condominium or any portion of any Condominium in the Project shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any short term or shared use or occupancy arrangements (such as, for example only, listed on airbnb, VRBO, or a similar website) or other arrangements that provide for the advertising, listing, locating and/or rental of a Condominium as a short term or shared lodging.

7.5. Liability of Owners for Damage to Common Area: The Owner of each Condominium shall be liable for all damages to the Common Area or improvements thereon caused by such Owner or Owner's pet(s) or any Occupant of his Condominium or guest, except for that portion of said damage, if any, fully covered by insurance.

7.6. Animals and Pets: Except as provided in the Governing Documents, no animals of any kind shall be raised, bred, or kept in any Condominium, or on any other portion of the Project. Owners or Occupants of Units may keep no more than two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat, within a Unit, and may keep a reasonable number (as determined by the Board) of other ordinary household pets and fish that are kept in cages or aquariums, provided that no such dogs, cats or other animal or fish may be kept, bred, board, or maintained for any commercial purposes. In no event shall any Owner or Occupant authorize, bring or keep within the Project any snakes, pigs, large lizards, spiders, rats or other vermin. All pets shall be kept under reasonable control at all times. No pets shall be allowed in the Common Area except as may be permitted by Rules of the Board. No Owner or Occupant shall allow his dog to enter the Common Area except on a leash. After making a reasonable attempt to notify the Owner or Occupant, the Association or any Owner may cause any pet found within the Common Area in violation of the Rules of the Board or this Declaration to be removed by the Association (or any Owner) to a pound or animal shelter under the jurisdiction of the City or County by calling the appropriate authorities, whereupon the Owner or Occupant may, upon payment of all expenses connected therewith, repossess the pet. Owners or Occupants shall prevent their pets from soiling all portions of the Common Area and shall promptly clean up any waste left by their pets. Owners or Occupants shall be fully responsible for any damage caused by their pets. Nothing in this this Section 7.6 shall be construed to affect any rights provided by law to an Owner or Occupant to keep a pet or other animal within the Project, including without limitation, a service animal as defined by state or federal law.

Owners or Occupants shall use reasonable efforts to prevent any animal within his Unit from making disturbing noises that can be heard from any other Unit. An Owner or Occupant in violation of this Section may be deemed to be permitting, or causing a serious annoyance or nuisance to any other Owner. The Board, after notice and a hearing, may require the permanent removal of any animal that the Board determines to be a danger to the health and safety of any Occupant in the Project, or otherwise to be a nuisance within the Project. The Board may find that an animal is a nuisance if the animal or its' owner continue to violate the Rules regulating pets after receipt by the Owner or Occupant of a written demand from the Board to comply with the Rules.

7.7. Vehicle Restrictions, Parking and Towing: The parking spaces in the Project may not be converted into any use that precludes parking of Permitted Vehicles. Only Permitted Vehicles shall be allowed within the Project. "Permitted Vehicles" shall include passenger automobiles, sport utility vehicles and pick-up trucks with a capacity of up to three-quarter (3/4) ton, and any vehicle required to transport disabled persons. No trailer, camper, mobile home, commercial vehicle, recreational vehicle, truck having carrying capacity of greater than three-quarter (3/4) ton, or van having seating capacity in excess of eight (8) persons, boat, inoperable automobile, or similar equipment shall be permitted to be parked or remain upon any area within the Project. Permitted vehicles which are used both for business and personal use

are not prohibited, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No excessively noisy or polluting vehicles shall be operated within the Project. No unregistered or unlicensed motor vehicles shall be operated or parked within the Project.

A. Owners and/or Occupants shall park their Permitted Vehicles only in their garages. The guest parking spaces in the Common Area shall only be used and are reserved for the parking of guests of Owners and Occupants of Units in the Project, and shall not be used for the parking of motor vehicles by Owners or Occupants of Units. The number of vehicles permitted within the Project for each Unit shall not exceed two (2) Permitted Vehicles.

B. The Association may cause the removal of any vehicle wrongfully parked on the Project, including a vehicle owned by an Owner or Occupant in accordance with applicable law, including Vehicle Code Section 22658. Unless the Board provides otherwise, any Director or officer, any manager or manager's agent or any Owner authorized to do so by any Director or officer shall have the authority to act on behalf of the Association to cause the removal of any vehicle wrongfully parked within the Project. The Association shall install or cause to be installed such signage in the Common Area of the Project as is required by law to permit the Association to have unauthorized vehicles towed from the Common Area of the Project.

7.8. Signs: No signs shall be displayed to the public view on any Condominiums or any portion of the Property, except such signs as are approved by a Majority of the Voting Power of Members, and also each Owner may display only one (1) "For Sale" or "For Rent" or "For Exchange" sign and may also display one (1) sign advertising directions to another Owners' Condominium which is for sale, rent, or exchange, provided the design, dimensions and locations are reasonable.

7.9. Basketball Standards: No basketball apparatus shall be attached to the building exterior, or affixed to any portion of the Common Area.

7.10. Flags, Pennants, Banners, Etc.: There shall be no exhibiting, flying or hanging of any flags, pennants, banners, kites, towels, etc., from any area of the Project (except the sales office) that would be visible from the street, Common Area, or the other Units, except pursuant to reasonable Rules adopted by the Association, and except as expressly permitted by statute.

7.11. Alterations To the Project and Residences:

A. Common Area: Only the Association may construct or install improvements within the Common Area of the Project.

B. Unit Interiors: Subject to the requirements in Article X of this Declaration, an Owner may alter or remodel the interior of the Owner's Unit, if the alterations do not impair the utilities or other systems servicing the Common Area or other Condominiums, and do not involve altering any Common Area, and if the Owner complies with all applicable laws and ordinances regarding alterations and remodeling. No additions to a Unit shall be allowed which encroach into the Common Area. If an Owner desires to alter or add exterior improvements to the Owner's Unit in a manner that will affect the utilities or other systems servicing the Common Area or other Condominiums, or involves altering any Common Area, then the Owner, prior to making any such alterations, shall present a written proposal detailing its plans for such alteration work to the Association, as further described in Article X. Any Owner who installs any improvements or alterations within his or her Unit shall be deemed to have agreed to indemnify, defend and hold harmless the Association and its Members from any claims of liability for injury or harm that might arise from such installation of improvements or alterations.

C. Solar Energy System: The Association shall not restrict or prohibit the installation or use of a solar energy system that is protected by law, including, without limitation, Civil Code Sections 714, 714.1 and 801.5, except that it may adopt reasonable restrictions which do not significantly increase the

cost of the system or significantly decrease its efficiency or specified performance, or which allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

D. Governmental Approvals: All alterations, modifications, or other improvements on or within the Project shall comply with all design requirements, approvals and procedures of the City. Before commencement of any alteration or improvements approved by the Architectural Committee (as described in Section 10.3 below) or Board, the Owner shall comply with all appropriate governmental laws and regulations. Approval by the Architectural Committee or the Board does not satisfy the appropriate approvals that may be required by any governmental entity with appropriate jurisdiction.

7.12. Activities Causing Increase in Insurance Rates: Nothing shall be done or kept on any Unit or in any improvements constructed thereon or in the Common Area, which will increase any applicable rate of insurance or which will result in the cancellation of insurance on any Unit or any part of the Common Area, or which would be in violation of any law.

7.13. Maintenance of Units: Each Owner shall maintain and repair his or her Unit, or cause such maintenance and repair to occur, in accordance with the Unit Maintenance Guidelines and the provisions of Section 5.1.D, such that the Unit remains in all times in good condition and repair, in a reasonably clean and orderly condition.

7.14. Use of Yard Areas: Use of the exclusive use yard area appurtenant to a Unit by the Owner or other Occupant of the Unit shall be limited to passive uses that do not disturb other Owners or Occupants within the Project. There shall be no use of storage of any items within the yard areas, other than the use of furniture that is designed for outdoor use that is in good condition and repair. Pets or other animals shall not be left unattended in yard areas; keeping of dogs in yard areas shall be controlled to avoid unnecessary barking and to control animal waste in yard areas.

7.15. Electric Vehicle Charging Stations: Notwithstanding anything contained in this Declaration to the contrary, any provision in the Governing Documents that either effectively prohibits or unreasonably restricts the installation or use of an electric vehicle charging station in an Owner's Unit, or is in conflict with the provisions of Civil Code Section 4745, is void and unenforceable.

ARTICLE VIII. INSURANCE; DAMAGE OR DESTRUCTION

8.1. Insurance:

A. Association Insurance: The Association shall obtain and maintain the following insurance:

(1) An occurrence version comprehensive general liability policy insuring the Association, its agents, and the Owners and their respective family members, against liability incident to

the ownership or use of the Common Area or any other Association owned or maintained real or personal Project; the amount of general liability insurance which the Association shall carry at all times shall be not less than the minimum amounts required by Civil Code Section 5805;

(2) A policy or policies of fire and casualty insurance with extended coverage, special form, without deduction for depreciation, for the full replacement value of insurable improvements in the Common Area and the personal property of the Association. The Association may, but is not required, to purchase earthquake insurance and other types of casualty insurance, in the Board's discretion.

(3) workers' compensation insurance to the extent required by law (or such greater amount as the Association deems necessary); the Association shall obtain a Certificate of Insurance naming it as an additional insured in regard to workers' compensation claims from any

independent contractor who performs any service for the Association, if the receipt of such a certificate is practicable;

(4) officers and directors liability insurance in the minimum amounts required by Civil Code Section 5800; and,

(5) such other insurance as the Association in its discretion considers necessary or advisable.

B. Waiver of Subrogation. Any insurance maintained by the Association shall contain "waiver of subrogation" as to the Association and its officers and Members, the Owners and Occupants of the Condominiums (including Declarant) and mortgagees, and, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured.

All individually owned insurance shall contain a waiver of subrogation as to the Association and its Members, the Owners and Occupants of the Condominiums (including Declarant) and Mortgagees.

C. Review of Policies. The Association shall periodically (and not less than annually) review all insurance policies maintained by the Association to determine the adequacy of the coverage and to adjust the policies accordingly.

D. Separate Owner's Insurance: Each Owner shall insure the improvements or installations within the Owner's Unit. The insurance coverage carried by the Owner shall be for 100% of the current replacement cost of all improvements in the Owner's Unit. All Owners shall deliver a copy of the Owner's insurance policy to the Board, if requested to do so. The Association may establish Rules as to the reasonable limits of insurance to be carried by Unit Owners and other Occupants after consultation with an insurance consultant. All such insurance that is individually carried by a Unit Owner shall contain a waiver of subrogation by the carrier as to the other Owners, the Association, Declarant, and the mortgagees of such Unit.

E. Obligations of Officers and Directors: The Association, and its directors and officers, shall have no liability to any Owner or mortgagee if, after a good faith effort, it is unable to obtain the insurance required hereunder, because the insurance is no longer available or, if available, can be obtained only at a cost that the Association in its sole discretion determines is unreasonable under the circumstances, or the Members fail to approve any Assessment increase needed to fund the insurance premiums. In such event, the Association immediately shall notify each Member and any mortgagee entitled to notice that the insurance will not be obtained or renewed.

F. Policies and Procedures Regarding the Filing and Processing of Claims: The Board shall adopt a policies and procedures regarding the filing and processing of claims for damage and destruction of Common Area improvements or any other matters covered by insurance maintained by the Association.

G. Copies of Policies; Notice to Members. The Association shall make available to all Members a copy of the Association's policy to enable Members to insure their Units without duplicating insurance carried by the Association and inadvertently triggering a co-insurance clause in the Association's policy referred to in Section 8.1.A(1). The Association shall distribute annually to the Members a summary of the Association's insurance policies as required by California Civil Code section 5300(b)(9) and as provided in the Bylaws. The Association, as soon as reasonably practical, shall notify its Members if any of the policies have been cancelled and not immediately renewed or restored or if there is a significant change such as a reduction in coverage or limits or an increase in the deductible for any policy. If the Association receives any notice of non-renewal of a policy, the Association immediately shall notify its Members if replacement coverage will not be in effect by the date the existing coverage will lapse.

To the extent that the information required to be disclosed, as described in California Civil Code

section 5300(b)(9), is specified in the insurance policy declaration page, the Association may meet its disclosure obligations by making copies of that page and distributing copies to all its Members.

H. Insurance General Requirements: All insurance policies required to be obtained under this Article VIII shall be issued by responsible companies licensed in the State of California. All such companies shall have a Best rating of not less than "AVIII" or an equivalent rating if Best ceases to exist or provide a rating.

8.2. Damage or Destruction: If Project improvements are damaged or destroyed by fire or other casualty, the improvements shall be repaired or reconstructed substantially in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction and subject to such alterations or upgrades as may be approved by three (3) of the six (6) Owners, unless the cost of repair or reconstruction is more than fifty percent (50%) of the current replacement costs of all Project improvements, available insurance proceeds are not sufficient to pay for at least eighty-five percent (85%) of the cost of such repairs or reconstruction, and three (3) of the six (6) Owners vote against such repair and reconstruction and the First Lenders for such Owners Units approve of such vote in writing.

A. Costs of Damage - Condominiums: In the case of damage or destruction of a Unit, whether by fire, earthquake or other causes, the Owner of that Condominium Unit shall be responsible for the costs of repair or reconstruction that is not covered by insurance policies or is within the deductible amount. If an Owner fails to pay the costs of such repair or reconstruction, the Association may elect to pay for the uninsured portion of the cost or deductible amount and shall have the right to assess the Owner(s) for the cost thereof as a Reimbursement Charge and to enforce the Reimbursement Charge as provided in this Declaration. In any case where insurance proceeds are pre-empted by any Owner's lender for application to said Owner's debt, the Association shall immediately impose an individual Assessment upon said Owner's Condominium Unit equal in amount to such preemption pursuant to Section 4.3, and shall enforce such Assessment in accordance with Sections 4.3 and 5.2.G hereof. The proceeds of such Assessment or lien shall then be substituted for the pre-empted insurance proceeds.

If, as a result of the destruction of the Project, a decision is made not to repair or reconstruct the Project, and the Project is sold, the sales proceeds shall be distributed to all Owners and their respective Mortgagees in proportion to their respective fair market values of their Condominiums as of the date immediately preceding the date of damage or destruction as determined by the independent appraisal procedure described above. For the purpose of effecting a sale under this Section 8.2.A, each Owner grants to the Association an irrevocable power of attorney to sell the entire Project for the benefit of the Owners, to terminate the Declaration and to dissolve the Association. In the event the Association fails to take the necessary steps to sell the entire Project as required under this Article within sixty (60) days following the date of a determination by the Board or arbitrator of a material alteration, or if within one hundred twenty (120) days following the date of damage or destruction the Board has failed to make a determination as to a material alteration, any Owner may file a partition action as to the entire Project under California Civil Code section 4610, or any successor statute, and the court shall order partition by sale of the entire Project and distribution of the sale proceeds as provided in this Declaration.

Notwithstanding anything herein to the contrary, any Owner shall have a right of first refusal to match the terms and conditions of any offer made to the Association in the event of a sale of the Project under this Section 8.2, provided this right is exercised within ten (10) days of receipt by the Owners of a notice from the Association containing the terms and conditions of any offer it has received. If the Owner or group of Owners subsequently default on their offer to purchase, they shall be liable to the other Owners and their respective mortgagees for any damages resulting from the default. If more than one (1) Owner or group elects to exercise this right, the Owners shall accept the offer that in its determination is the best offer.

8.3. Condemnation: The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area(s), or part of the Common Area(s). In the event of a taking or acquisition of part

or all of the Common Area(s) by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee appointed by the Association, for the use and benefit of the Owners and their Mortgagees as their interests may appear. In the event of an award for the taking of any Condominium in the Project by eminent domain, the Owner(s) of such Condominium shall be entitled to receive the award for such taking and, after acceptance of the award, the Owner(s) and Mortgagee shall be divested of all interest in the Project if such Owner(s) shall vacate his Condominium as a result of such taking. The remaining Owners shall decide by majority vote whether to rebuild or repair the Project, or take other action. The remaining portion of the Project shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such taking and to readjust proportionately the percentages of undivided interest of the remaining Owners in the Project. In the event of a taking by eminent domain of any part of the Common Area, the Association shall participate in the negotiations, and shall propose the method of division of the proceeds of condemnation, where Condominiums are not valued separately by the condemning authority or by the court. Proceeds of condemnation shall be distributed among Owners of Condominiums and their respective Mortgagees according to the relative values of the Condominiums affected by the condemnation, said values to be determined by the method provided in Section 8.2.A. Owners shall be represented by themselves or their attorneys in any condemnation actions involving Units.

If there is a substantial taking of the Project (more than fifty percent (50%)), the Owners may terminate the legal status of the Project and, if necessary, bring a partition action under California Civil Code Section 4610 or any successor statute, on the election to terminate by fifty-one percent (51%) of the total voting power of the Association and the approval of First Lenders holding Mortgages on Condominiums which have at least fifty-one percent (51%) of the votes of Condominiums subject to First Mortgages. The proceeds from the partition sale shall be distributed to the Owners and their respective Mortgagees in proportion to the fair market values of their Condominiums as determined under the method described in Section 8.2.A.

8.4. Condemnation of Exclusive Use Common Area: If there is a taking of all or any portion of an Exclusive Use Common Area, the award in condemnation shall be paid to the Owner of the Condominium to which the taken Exclusive Use Common Area was appurtenant; however, such award shall first be applied to the balance then due on any Mortgages encumbering such Owner's Condominium, in order of priority.

8.5. Portions of Awards in Condemnation Not Compensatory for Value of Real Property: Those portions of awards in condemnation that do not directly compensate Owners for takings of real property (e.g., awards for takings of personal property, relocation expenses, moving expenses, or other allowances of a similar nature intended to facilitate relocation) shall be paid to the Owners whose personal property is taken, or whose relocation is intended to be facilitated.

ARTICLE IX. GENERAL PROVISIONS

9.1. Enforcement: The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and in such action shall be entitled to recover reasonable attorneys' fees as are ordered by court. Failure of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.2. Invalidity of any Provision: Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this Project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

9.3. Term: Subject to Section 9.4, the covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Owner of any

property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by all of the then Owners of the Condominiums, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

9.4. Amendments: If a two-class voting structure is in effect, this Declaration may be amended by the vote or written consent of Members entitled to cast at least a majority of the voting power of each class of members in the Association. If a two-class voting structure is no longer in effect due to the conversion of Class B voting rights to Class A voting rights, as described in the Bylaws, this Declaration may be amended by the vote or written consent of (i) Members holding a least a Majority of the Voting Power of the Association and (ii) Members holding a majority of the voting power held by members other than the Declarant. Notwithstanding the foregoing, if any provision of this Declaration requires a greater or lesser percentage of the voting rights of any class of Members in order to take action under such provision, the same percentage of such class or class of Members shall be required to amend or revoke such provision. Any amendment must be recorded and shall become effective upon being recorded in the Recorder's Office of the County.

9.5. Encroachment Rights: If any portion of the Common Area encroaches on any Unit or any part thereof or any portion of a Unit encroaches on any Common Area due to engineering errors, errors or adjustments in original construction, reconstruction, repair, settlement, shifting, or movement of the building, or any other cause, the owner of the encroachment shall have the right to maintain, repair or replace the encroachment, as long as it exists, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that no right shall be created in favor of an Owner or Owners if said encroachment occurred due to the intentional conduct of said Owner or Owners other than adjustments by Declarant in the original construction. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Condominiums or Common Area shall be permitted and that there shall be appropriate rights for the maintenance of said encroachments so long as they shall exist. In the event that an error in engineering, design or construction results in an encroachment of a building into the Common Area, or into or onto an adjoining lot, or into a required setback area, a correcting modification may be made in the subdivision map and/or Condominium Plan. Said modification shall be in the form of a certificate of correction and shall be executed by Declarant (so long as Declarant is the sole owner of the Property) and by Declarant's engineer (in the case of a Condominium Plan) and, in addition, by the city engineer (in the case of a Tract map).

9.6. Rights of First Lenders: No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any provisions hereof, shall render invalid the lien of any First Mortgage (meaning a mortgage with first priority over any other mortgage) on any Condominium made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise. Notwithstanding any provision in the Governing Documents to the contrary, First Lenders shall have the following rights:

A. Amendments:

(1) Amendments of a material adverse nature to First Lenders require the approval of at least fifty-one percent (51%) of First Lenders (based on one (1) vote for each First Mortgage owned);

(2) any action to terminate the legal status of the Project, or to use insurance proceeds for any purpose other than to rebuild, requires approval of at least fifty-one percent (51%) of First Lenders (based on one (1) vote for each First Mortgage owned); and,

(3) Implied approval may be assumed when a Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee actually

receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

B. Notice of Action: Upon written request to the Association, identifying the name and address of the First Lender, and the Condominium number or address, such First Lender will be entitled to timely written notice of:

(1) Any condemnation loss or any casualty loss that affects either a material portion of the Project or any Condominium on which there is a First Mortgage held, insured, or guaranteed by such First Lender;

(2) any default in performance of obligations under the Governing Documents or delinquency in the payment of Assessments or charges owed by an Owner of a Condominium subject to a First Mortgage held, insured or guaranteed by such First Lender, which remains uncured for a period of sixty (60) days;

(3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and,

(4) any proposed action which would require the consent of a specified percentage of First Lenders.

The Association shall discharge its obligation to notify First Lenders by sending written notices required by this Declaration to such parties, at the address given on the current request for notice, in the manner prescribed by Section 9.10.

C. First Lenders Rights Confirmed: Any First Lender who comes into possession of the Condominium by virtue of Foreclosure of the Mortgage, or any purchaser at a Foreclosure, will take the Condominium free of any claims for unpaid Assessments and fees, late charges, fines or interest levied in connection with such claims, against the Condominium which accrued prior to the time such First Lender or purchaser at a Foreclosure takes title to the Condominium, except for claims for a pro rata share of such Assessments or charges to all Condominiums including the mortgaged Condominium, and except for Assessment Liens as to which a Notice of Delinquent Assessment has been recorded prior to the Mortgage.

9.7. Limitation of Restrictions on Declarant: Declarant is undertaking the work of construction of residential Condominiums and incidental improvements upon the subject Property. The completion of that work and the sale, rental, and other disposal of the Condominiums is essential to the establishment and welfare of the Property as a residential community. In order that the work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

A. Prevent Declarant, its contractors, or subcontractors from doing on the Property or any Condominium, whatever is reasonably necessary or advisable in connection with the completion of said work; or

B. Prevent Declarant or its representatives from erecting, constructing and maintaining on the Property (except upon Units owned by others), such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said

Property as a residential community and disposing of the same in parcels by sale, lease or otherwise; or,

C. Prevent Declarant from conducting on Property (except upon Units owned by others) its business of completing said work and of establishing a plan of Condominium ownership and of disposing of said Property in Condominiums by sale, lease or otherwise (including use of one (1) or more

Units as a sales office); or,

D. Prevent Declarant from maintaining such sign(s) or flag(s) on the Property (except upon Units owned by others) as may be necessary for the sale, lease or disposition thereof; or,

E. Subject Declarant to the architectural control provisions of Section 7.11 for construction of any Residence or other improvements on the Project.

The foregoing rights of Declarant shall terminate upon sale of Declarant's entire interest in the Project, or three (3) years after the date of recordation of the deed of the first Condominium to be sold in the Project, whichever occurs first.

So long as Declarant, its successors and assigns, owns one (1) or more of the Condominiums established and described herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration. Declarant shall make reasonable efforts to avoid disturbing the use and enjoyment of their Units (and the Common Area) by Owners, while completing any work necessary to said Units or Common Area.

9.8. Termination of any Responsibility of Declarant: In the event Declarant shall assign or convey all of its right, title and interest in and to the Project to any successor Declarant, then and only in such event, Declarant shall be relieved of the performance of any further duties or obligations under this Declaration arising after such conveyance, and such successor Declarant shall thereafter be obligated to perform all such duties and obligations of the Declarant. The obligations of Declarant to the City contained in the conditions of approval for the Project, which obligations are intended to be on going after Declarant has sold its interest in the Project, shall become the obligations of the Association, and the Association shall indemnify Declarant against any liability arising out of the performance or non-performance of those obligations after Declarant has sold its interest in the Project and/or turned over the maintenance and management of the Project to the Association.

9.9. Owners' Compliance: Each Owner, tenant or other Occupant of a Unit shall comply with the provisions of this Declaration, and the decisions and resolutions of the Association, as lawfully amended from time to time. Failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action (1) to recover sums due, (2) for damages, (3) for injunctive relief, (4) for costs and attorney's fees, or (5) any combination of the foregoing.

9.10. Notice: Unless otherwise specified by law, any notice permitted or required by the Declaration, may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, first class or registered, postage prepaid, addressed to the person to be notified at his current address.

9.11. Dispute Resolution: The Board is authorized to resolve any civil claim or action through alternative dispute resolution proceedings such as mediation, binding arbitration, or non-binding arbitration proceedings.

A. Claims for Declaratory Relief or Enforcement of Governing Documents: Prior to the filing of an enforcement action, as defined in Civil Code Section 5930, for declaratory, injunctive, or writ relief in conjunction with a claim for monetary damages not in excess of Five Thousand Dollars (\$5,000), the Board, or any Owner who seeks such relief, shall first endeavor to submit the matter to alternative dispute resolution in compliance with the provisions of Civil Code Sections 5925-5960. The Board shall comply with the requirements of Civil Code Section 5965 by providing Association Members a statement in form stated in that code Section.

B. Design or Construction Defect Claims: Actions by any Owner or the Association pertaining to or based upon a claim for defects in the design or construction of improvements within the

Project against the Declarant, or any architect, engineer or other consultant, or any contractor, subcontractor or materials supplier engaged by or on behalf of Declarant for the design and/or construction of the Project, or any element thereof, or otherwise defined in Civil Code Sections 896 or 897 as an Actionable Defect ("Claim"), shall be resolved and administered in accordance with Civil Code Sections 895 through 945.5, and Civil Code Section 6000, as such Sections may be amended, revised or superseded, from time to time.

If a Claim is subject to pre-litigation procedures in Civil Code Sections 910 through 938, or any successor statutes, each Owner, and the Declarant, prior to filing any civil action, arbitration or action in judicial reference regarding such Claim shall comply with the pre-litigation procedures of Civil Code Sections 910 through 938. Notices of Claims shall specify all of the matters as set forth in Civil Code Section 6150 and/or Civil Code Sections 910 through 938, as applicable, and any successor statutes or laws.

The Association and not the individual Members shall have the power to pursue any Claims for alleged construction defects in the Common Area or other improvements or property within the Project that the Association is obligated to maintain or repair under this Declaration. Any recovery by the Association with respect to any damage to or defect in the Common Area or other improvements or property within the Project that the Association is obligated to maintain or repair under this Declaration shall be utilized solely for the purpose of paying for the costs of obtaining the recovery and for correcting such damage or defect.

If the Claim is not resolved by and pursuant to the pre-litigation procedures of under Civil Code Sections 910 through 938, subject to the provisions of Civil Code Section 6000, then notwithstanding the provisions of Code of Civil Procedure Section 1298.7, the Claim shall be resolved in accordance with the provisions of Section 9.11.D of this Declaration (Judicial Reference) and the provisions of Section 9.11.E of this Declaration (Arbitration of Disputes).

C. Notices to Members of Legal Proceedings Against Declarant: In accordance with Civil Code Section 6150, at least thirty (30) days prior to filing any civil action, including arbitration, against Declarant or other developer of the Project for alleged damage to the Common Areas, alleged damage to the separate interests that the Association is obligated to maintain or repair, or alleged damage to the separate interests that arises out of, or is integrally related to, damage to the Common Areas or separate interests that the Association is obligated to maintain or repair, the Board shall provide written notice to each Member specifying each of the following: That a meeting will take place to discuss problems that may lead to the filing of a civil action; the options, including civil actions, that are available to address the problems; and the time and place of the meeting. If the Association has reason to believe that the applicable statute of limitations will expire before the Association is able to give notice, hold the meeting and file the civil action, the Association may file the civil action first and then give the notice within thirty (30) days after filing of the action.

D. Judicial Reference for Certain Disputes: For any action by the Association or any Owner against the Declarant, any architect, engineer or other consultant, or any contractor, subcontractor or materials supplier engaged by or on behalf of Declarant for the design and/or construction of the Project, or any element thereof ("Developer Parties"), subject to the provisions of Civil Code Sections 895 through 938, Civil Code Section 6000, or any other action by the Association or any Owner against the Declarant, except as otherwise provided herein, such claim shall be submitted to Judicial Reference as hereinafter provided:

(1) The dispute shall be submitted to binding general judicial reference pursuant to Code of Civil Procedure Sections 638 through 645.2, or any successor statutes thereto pertaining to proceedings under judicial reference ("Judicial Reference"). The parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the Judicial Reference proceeding. Declarant shall not be required to participate in the Judicial Reference proceeding unless it is satisfied that all necessary and appropriate parties will participate. The parties shall share the fees and

costs of the Referee for the Judicial Reference proceeding as determined by the Referee.

(2) The Referee shall have the authority to try all issues, whether of fact or law, and to report a statement of decision to the court. The parties shall use the procedures adopted by Judicial Arbitration and Mediation Services ("JAMS") for judicial reference (or any other entity offering judicial reference dispute resolution procedures as may be mutually acceptable to the parties), provided that the following rules and procedures shall apply in all cases unless the parties agree otherwise:

(a) If the Declarant is a party to the Judicial Reference, then any fee to initiate the Judicial Reference shall be paid by Declarant, provided however, that the cost of the judicial reference shall ultimately be borne as determined by the Referee;

(b) The proceedings shall be heard in the County;

(c) The Referee must be a neutral and disinterested party who is a retired judge or a licensed attorney with at least ten (10) years' experience in relevant real estate matters;

(d) Any dispute regarding the selection of the Referee shall be resolved by JAMS or the entity providing the reference services, or, if no entity is involved, by the court with appropriate jurisdiction;

(e) The Referee may require one or more pre-hearing conferences;

(f) The parties shall be entitled to discovery, and the Referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge;

(g) A stenographic record of the Judicial Reference proceedings shall be made, provided that the record shall remain confidential except as may be necessary for post-hearing motions and any appeals;

(h) The Referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable;

(i) The Referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge;

(j) The Referee shall be authorized to provide all recognized remedies available in law or equity for any cause of action that is the basis of the Judicial Reference; and

(k) The statement of decision of the Referee upon all of the issues considered by the Referee shall be binding upon the parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the Referee shall be appealable as if rendered by the court.

(l) If submission of a disputed matter referenced in this Section 9.11.D to Judicial Reference is not permitted under the then applicable law, then notwithstanding Code of Civil Procedure Section 1298.7, if the dispute is not resolved through mediation, each Owner, the Association and Declarant shall resolve such dispute exclusively through binding arbitration conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") pursuant to Section 9.11.E of this Declaration.

(3) Judicial Reference shall only proceed for any matter that is subject to the requirements of Civil Code Sections 5925-5960 after the parties have attempted to reasonably comply with the alternative dispute resolution requirements set forth in Civil Code Sections 5925-5960, as same may be amended from time to time.

E. Arbitration of Disputes: If a dispute is the subject of binding arbitration under this Declaration, the following shall apply:

(1) costs and fees of the arbitration, including ongoing costs and fees of the arbitration shall be paid as agreed by the parties, and, if the parties cannot agree, as determined by the arbitrator; provided, however, if the Declarant is a party to the arbitration, then any fee to initiate arbitration shall be paid by Declarant, but the cost of arbitration shall ultimately be borne as determined by the arbitrator;

(2) a neutral and impartial individual shall be appointed to serve as arbitrator, with the arbitrator to be selected by mutual agreement of the parties. If the parties are unable to agree on an arbitrator within fifteen (15) days after any party initiates the arbitration, a neutral and impartial arbitrator shall be selected by JAMS. In selecting the arbitrator, the provisions of

§1297.121 of the Code of Civil Procedure shall apply. An arbitrator may be challenged for any of the grounds listed in §1297.121, or in §1297.124 of the Code of Civil Procedure;

(3) venue of the arbitration to be in the County;

(4) the arbitration shall commence in a prompt and timely manner in accordance with (i) the Commercial Rules of JAMS, or if the rules do not specify a date by which arbitration is to commence, then (ii) by a date agreed upon by the parties, and if they cannot agree as to a commencement date, (iii) a date determined by the arbitrator. The arbitrator shall apply California substantive law in rendering a final decision. The arbitrator shall have the power to grant all legal and equitable remedies and award compensatory damages. When the arbitrator is prepared to make the award, the arbitrator shall first so inform the parties, who shall have ten (10) days to attempt to resolve the matter by a binding agreement between them. If the parties resolve the matter, the arbitrator shall not make any award. If the parties do not so resolve the matter within the ten (10) day period, the arbitrator shall make the award on the eleventh day following the arbitrator's notice of being prepared to make the award

(5) the arbitration shall be conducted in accordance with the Commercial Rules of JAMS

(6) the arbitration shall be conducted and concluded in a prompt and timely

(7) the arbitrator shall be authorized to provide all recognized remedies available in law or equity for any cause of action that is the basis of arbitration;

(8) A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement. The parties agree to be bound by the decision of the arbitrator, which shall be final and non-appealable.

(9) Preliminary Procedures. If state or federal law requires an Owner, the Association, or Declarant to take steps or procedures before commencing an action in arbitration, then the Owner, the Association, or Declarant must take such steps or follow such procedures, as the case may be, before commencing the arbitration. For example, any claim or Disputes pursuant to Civil Code Section 895 et seq., as hereafter amended may be subject to the non-adversarial procedures set forth in Civil Code Section 910 through 938, prior to the initiation of any arbitration. In addition, nothing contained herein shall be deemed a waiver or limitation of the provisions of Civil Code Sections 6150, 6000, and 6100;

(10) Participation by Other Parties. An Owner, the Association, and Declarant, to such extent any such party is defending a claim in the arbitration, may, if it chooses, have all necessary and appropriate parties included as parties to the arbitration;

(11) Federal Arbitration Act. Because many of the materials and products incorporated into the home are manufactured in other states, the development and conveyance of the Property evidences a transaction involving interstate commerce and the Federal Arbitration Act (9

U.S.C. §1 et seq.) now in effect and as it may be hereafter amended will govern the interpretation and enforcement of the arbitration provisions set forth herein;

(12) **ARBITRATION OF DISPUTES.** BY EXECUTING THIS DECLARATION, DECLARANT AND BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, EACH OWNER AND THE ASSOCIATION SHALL BE DEEMED TO HAVE AGREED TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT, AND DECLARANT, THE ASSOCIATION AND EACH OWNER ARE GIVING UP ANY RIGHTS DECLARANT, THE ASSOCIATION AND EACH OWNER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT TRIAL. DECLARANT, THE ASSOCIATION, AND EACH OWNER ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF DECLARANT, THE ASSOCIATION, OR ANY OWNER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, DECLARANT, THE ASSOCIATION, OR SUCH OWNER MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.

9.12. **Number; Gender:** The singular and plural number and masculine, feminine and neuter gender shall each include the other where the context requires.

9.13. **Fair Housing:** No Owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing, or mortgaging, or occupancy of its Unit to any person of a specified race, sex, sexual orientation, gender, gender identity, gender expression, genetic information, age, marital status, medical condition, citizenship, primary language, immigration status, or color, religion, ancestry, national origin, familial status, source of income or disability of that person.

9.14. **Condominium Plan Consent:** Declarant, by its execution of this Declaration, and any beneficiary under a deed of trust encumbering the Project, by its subordinating to this Declaration,

certify that each consents to the recordation of the Condominium Plan attached hereto as Exhibit "A" and incorporated herein, pursuant to the requirements of Civil Code Section 4285.

ARTICLE X. ARCHITECTURAL AND DESIGN CONTROL

10.1 **Consent of Architectural Committee:** Consent of Architectural Committee. No Unit Owner shall, at his or her expense or otherwise, make any structural changes, structural repairs, or structural alterations to his or her Unit or the Common Area or any facilities or structures thereon, nor shall such Owner make any alterations, additions, Improvements, repairs, or modifications or changes in paint or finish or color of the structures thereon, or install awnings or sunshades or any other structure or device, or perform any landscaping of any kind or character, or make any change, alteration, Improvement or repair visible from the exterior of the Units (hereinafter sometimes referred to as "Improvements"), without the prior written approval of the Architectural Committee. Such approval may be withheld if in the view of the Architectural Committee, the Improvements would affect the uniformity and the attractiveness or the value of the Project as a whole. The Architectural Committee, on behalf of the Association, shall have the right to enjoin a breach, or threatened breach, of any of the provisions of this Article, which shall be in addition to any other rights and remedies available to the Board or any Unit Owner.

10.2 **Plans and Specifications:** Plans and specifications showing the nature, kind, shape, color, size, materials and location of such Improvements, alterations, etc., shall be submitted to the Architectural Committee for approval of the quality of workmanship and design and harmony of external design with existing structures and topography. Approval may be withheld if in the view of the Architectural Committee the Improvements would affect the uniformity and the attractiveness or the value of the Project as a whole.

10.3 Appointment of Architectural Committee: Declarant shall initially appoint the original Architectural Committee, which shall consist of not less than three (3) nor more than five (5) members. Said members shall remain until the first anniversary of the issuance of the Public Report for the Project. Declarant reserves to itself the power to appoint a majority of members of the Architectural Committee until ninety percent (90%) of all the Units in the Project have been sold or until the fifth anniversary of the issuance of the Final Subdivision Public Report, whichever first occurs. Until the earlier of the events specified in the preceding sentence, the provisions of this Section 10.3 may not be amended or deleted without the written consent of Declarant. Thereafter the Board shall have the power to appoint all of the members of the Architectural Committee. After one (1) year from the date of the issuance of the original public report, at least one (1) member shall be appointed to the Architectural Committee by the Board. Members appointed to the Architectural Committee need not be Members of the Association. Action taken by the Architectural Committee shall not be subject to review, revision or revocation by the Board. If Declarant or the Board, as may be applicable, fail to appoint an Architectural Committee, the Board shall serve as the Architectural Committee and all references in this Declaration to the Architectural Committee shall refer to the Board.

10.4 Approval or Disapproval Architectural Committee: The Architectural Committee or the Association shall approve or disapprove a proposed alteration by sending a written notice thereof to the Owner who so requested said proposed alteration. Such approval shall not have the effect of, or be construed as, in any manner modifying, altering or waiving of the provisions, covenants, conditions or restrictions set forth herein. The Architectural Committee shall make its determination as to approval or disapproval of the proposed alterations within thirty (30) days of the submission of said proposed alteration to the Architectural Committee. Failure on the part of the Architectural Committee or the Association to render a decision within the thirty (30) day period mentioned above, shall be deemed to be a waiver of any and all jurisdiction of said Architectural Committee or Association as to said plans and specifications, or either of them, and of said location and/or construction, but nothing contained herein, shall be construed as a waiver on the part of the Association or its successors or assigns or any other Owner in the Project, of their right to enforce the conditions recited herein or their right to enforce the conditions recited herein or their right to enforce compliance of any other conditions, restrictions and covenants set forth herein. In the event of any disapproval by the Architectural Committee of either a preliminary or final submission of plans, a resubmission of revised plans will follow the same procedure as the original submission.

10.5 Inspection of Work: Upon the completion of any construction, reconstruction, or the alteration or refinishing of the exterior of any Improvement, or upon the completion of any other work for which approved plans are required under this Article, the Owner shall give written notice thereof to the Architectural Committee. Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement to determine whether it was constructed, reconstructed, altered, or refinished in substantial compliance with the approval plans. If the Architectural Committee finds that such construction, reconstruction alteration or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance. If the Owner fails to give written notice as provided herein, the period within which the Architectural Committee may inspect the Improvement and give notice of non-compliance shall be extended to one hundred eighty (180) days after actual completion. If upon the expiration of thirty (30) days from the day of such notification, the Owner shall have failed to remedy such non-compliance, the Board shall then set a date on which a hearing shall be held regarding the alleged non-compliance. Written notice of the hearing date shall be given at least ten (10) days in advance thereof to the Owner.

At the hearing, the Owner, the Architectural Committee, and any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a non-compliance, and if so, shall determine the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the ruling. If the Owner does not comply with the ruling within such period or within any extension thereof as the Association may grant in its discretion, the Association, at its option, may enter the Unit after three (3) days' written notice to the Owner of such Unit and perform, or cause to be performed, such work or other acts as may be required to remove the non-complying Improvement or remedy the noncompliance, and the Owner of said Unit shall forthwith pay all costs and expenses incurred in connection therewith upon presentation to

Owner of invoices therefor.

10.6 Unauthorized Improvements: If any Improvement is made without first obtaining approval of the Architectural Committee, the Architectural Committee shall give written notice to the Owner of violation of this Declaration within one hundred eighty (180) days after actual completion. If the Architectural Committee fails to give such notice, the Improvement shall be deemed to be in compliance with this Declaration. Within thirty (30) days of said notice, the Owner shall either remove said Improvement at his own expense and restore the Unit to its condition prior to commencement of said Improvement, or submit plans and all other items required by the Architectural Committee, together with an additional late application fee, in an amount determined by the Architectural Committee, which fee shall be payable to the Association. If the Owner has failed to take such action within said thirty (30) day period, the Association, at its sole option, may enter the Unit after three (3) days' written notice to such Owner and perform or cause to be performed, such work or other acts as may be required to remove the non-complying Improvement or remedy the non-compliance, and the Owner of said Unit shall forthwith pay all costs and expenses incurred in connection therewith upon presentation to Owner of invoices therefor. If the Owner chooses to submit plans, the Architectural Committee shall determine within sixty (60) days from the date of filing the late application if the plans are acceptable and if the Improvement is in compliance with said plans. If the Architectural Committee notifies the Owner of disapproval of the plans or of non-compliance of the Improvement within said sixty (60) day period, the Improvement shall be removed by Owner unless an extension of time is granted in writing by the Architectural Committee in its sole discretion to permit modification of said plans and/or to permit the Owner to remedy the non-compliance. If the Architectural Committee fails to notify the Owner of disapproval or non-compliance within said sixty (60) days period, the plans shall be deemed approved and the Improvement shall be deemed in compliance with said plans. The Architectural Committee shall also have the right to obtain injunctive relief to prevent a breach, or threatened breach, of the provisions hereof in addition to any other rights and remedies the Architectural Committee shall have in law or in equity.

10.7 Non-Liability: Neither Declarant, the Architectural Committee, nor any member, agent, or employee of Declarant or the Architectural Committee, shall be liable to any Owner for any loss, damage, or prejudice suffered or claimed on account of (i) any defects in any building or other structure erected, constructed, installed, placed, altered, or maintained in accordance with or pursuant to any plans and specifications, exterior materials, color scheme, plot plan, grading plan, or other material approved by the Architectural Committee or any conditions or requirements that may have imposed with respect thereto, or (ii) approval or disapproval of any item submitted to the Architectural Committee by an Owner. Approval by the Architectural Committee shall not be deemed a representation or warranty that the Owner's plans and/or specifications or the actual construction of an Improvement comply with applicable governmental ordinances or regulations, including but not limited to building codes.

10.8 Access to Premises: Each member of the Architectural Committee, Declarant, and any agent or employee of the Association or Declarant, after the Association has given written notice, shall at all reasonable hours have access to any building, site, premises, residence, building, or structure constructed, placed or maintained upon any portion of the Project for the purpose of inspection of the same relative to compliance with this Declaration or for repairing or remedying any noncompliance as provided in this Declaration, and shall not be deemed guilty of trespass by reason of such entry.

10.9 Architectural Guidelines: The Architectural Committee shall have the right, from time to time, to adopt architectural guidelines relating to any Improvement, alteration, or construction in any Unit or in or on the Common Areas in order to provide for the uniformity and the attractiveness and value of the Project as a whole; provided, however, that such guidelines shall not be in conflict with any of the provisions of this Declaration.

ARTICLE XI. ENFORCEMENT OF BONDED OBLIGATIONS

If Common Area improvements which are included in the subdivision offering covering this Project have not been completed prior to the issuance of a final public report and the Association is an obligee under

a bond or other arrangement (hereinafter, a "Bond") to secure performance of the commitment of the Declarant pursuant to such subdivision offering to complete the improvements, then the following substantive and procedural provisions relative to the initiation of action to enforce the obligations of the Declarant and the surety under the Bond shall govern:

A. The Board of Directors of the Association shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of the extension.

B. A special meeting of Members for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question may be held. Said special meeting shall be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by members representing five percent (5%) or more of the total voting power of the Association.

C. At any special meeting called for the purpose set forth in Section B of this Article X above, the vote shall be by Member of the Association other than Declarant..

D. A vote of a majority of the voting power of the Association residing in members other than the Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on _____, 2019.

a California limited liability company

By: _____

Name: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT - CIVIL CODE SECTION 1189

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2019 before me, _____, a Notary Public, personally appeared _____ 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

(SEAL)

EXHIBIT "A"

CONDOMINIUM PLAN

DESCRIPTION:

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 125 & 126 OF THE MAP OF THE HEMME TRACT, FILED OCTOBER 1ST, 1889 IN BOOK 9 OF MAPS, AT PAGE 33, ALAMEDA COUNTY RECORDS AND LYING ENTIRELY WITHIN THE CITY OF SAN LEANDRO, STATE OF CALIFORNIA.


TABLE OF CONTENTS:

LEGAL DESCRIPTION _____	1
OWNER'S STATEMENT _____	2
SURVEYOR'S STATEMENT, BASIS OF BEARING _____ AND BENCHMARK ELEVATION	3
DEFINITIONS AND NOTES _____	4-5
LEGEND OF SYMBOLS _____	6
FIRST FLOOR: UNIT CONTROL & DETAIL PLAN _____	7
SECOND FLOOR: UNIT CONTROL & DETAIL PLAN _____	8
THIRD FLOOR: UNIT CONTROL & DETAIL PLAN _____	9
ELEVATION TABULATIONS _____	10
ELEVATION PLAN _____	11

**CONDOMINIUM PLAN FOR
MARINA BLVD CONDOMINIUMS
342 MARINA BOULEVARD
APN 75-82-10**

San Leandro

California

LC ENGINEERING

598 E Santa Clara St #270
San Jose, CA 95112
Phone: (408) 806-7187
Fax: (408) 583-4006

SCALE: NO SCALE

DATE: 01/30/20

DRWG. NAME:

PROJECT NO.

SHEET

1 OF 11

OWNER'S STATEMENT

THE UNDERSIGNED, THE RECORD OWNER OF FEE TITLE TO THE PROPERTY DESCRIBED IN THIS CONDOMINIUM PLAN, CERTIFIES THAT IT CONSENTS TO THE RECORDATION OF THIS CONDOMINIUM PLAN.

CHEE YAN PROPERTY, INC.

NAME : CHEE FONG CHAN

TITLE : PRESIDENT

DATE : _____

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____)

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED

_____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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

NOTARY PUBLIC

NAME: _____

MY COMMISSION EXPIRES: _____

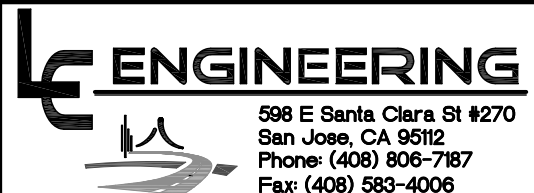
MY COMMISSION NUMBER: _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

**CONDOMINIUM PLAN FOR
MARINA BLVD CONDOMINIUMS
342 MARINA BOULEVARD
APN 75-82-10**

San Leandro

California



SCALE: NO SCALE

DATE: 01/30/20

DRWG. NAME:

PROJECT NO.

SHEET

2 OF 11

SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED CIVIL ENGINEER IN THE STATE OF CALIFORNIA AND THAT THIS CONDOMINIUM PLAN CORRECTLY SHOWS THE BOUNDARIES OF THE LAND AND THE RELATION THERETO OF THE UNITS SHOWN HEREON.

H. W. CHUI, RCE NO. 32912

DATE:



BASIS OF BEARINGS

THE CENTERLINE OF MARINA BOULEVARD AS MONUMENTED AND SHOWN ON RECORD OF SURVEY NO. 0662, RECORDED IN BOOK 13 OF RSM, AT PAGE 39, ALAMEDA COUNTY RECORDS, TAKEN AS N61°55'09"E.

BENCHMARK


TOP OF 2.5" BRASS DISC IN THE CENTERLINE OF MARINA BOULEVARD, APPROXIMATELY 188 FEET FROM THE CENTERLINE INTERSECTION OF CLARKE BOULEVARD AND MARINA BOULEVARD. ASSUMED ELEVATION OF 52.89 FEET.

**CONDOMINIUM PLAN FOR
MARINA BLVD CONDOMINIUMS
342 MARINA BOULEVARD
APN 75-82-10**

San Leandro

California

LC ENGINEERING
598 E Santa Clara St #270
San Jose, CA 95112
Phone: (408) 806-7187
Fax: (408) 583-4006



SCALE: NO SCALE

DATE: 01/30/20

DRWG. NAME:

PROJECT NO.

SHEET

3 OF 11

PLAN DEFINITIONS AND NOTES:

1. UNITS.

EACH OF THE UNITS AS SEPARATELY SHOWN, NUMBERED AND DESIGNATED IN THE CONDOMINIUM PLAN. EACH UNIT CONSISTS OF THE SPACE BOUNDED BY AND CONTAINED WITHIN THE AIRSPACE AS SHOWN ON THE CONDOMINIUM PLAN, INCLUDING THE PORTIONS OF THE LAND SO DESCRIBED AND ALL IMPROVEMENTS THEREON, EACH OF SUCH SPACES BEING DEFINED AND REFERRED TO HEREIN AS A "UNIT."

A. EACH UNIT INCLUDES BOTH THE BUILDING SO DESCRIBED AND THE EARTH AND AIRSPACE SO ENCOMPASSED. THE UNIT DOES NOT INCLUDE THOSE AREAS AND THOSE THINGS WHICH ARE DEFINED AS "COMMON AREA" IN THE PROJECT'S DECLARATION.

B. EACH CONDOMINIUM SHALL HAVE APPURTENANT TO IT, NONEXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND SUPPORT THROUGH THE COMMON AREA, SUBJECT TO THE RIGHTS OF EACH OWNER IN THE EXCLUSIVE USE COMMON AREA APPURTENANT TO THE OWNER'S CONDOMINIUM.

2. COMMON AREA.

THE PROPERTY OTHER THAN THE UNITS CONSTITUTES, AND SHALL BE REFERRED TO HEREIN AS, THE "COMMON AREA", AND INCLUDES, WITHOUT LIMITATION, ALL OF THE ELEMENTS SET FORTH IN SECTION 1.8. EACH OWNER SHALL HAVE, AS APPURTENANT TO HIS OR HER UNIT, A ONE-SIXTH (1/6TH) UNDIVIDED INTEREST IN THE COMMON AREA. EACH CONDOMINIUM INCLUDES A UNIT AND SUCH UNDIVIDED INTEREST IN THE COMMON AREA. EACH CONDOMINIUM SHALL HAVE APPURTENANT TO IT, NONEXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND SUPPORT THROUGH THE COMMON AREA. THE COMMON INTEREST APPURTENANT TO EACH UNIT IS PERMANENT IN CHARACTER AND CANNOT BE ALTERED WITHOUT THE UNANIMOUS CONSENT OF THE OWNERS AND OF THE HOLDERS OF FIRST MORTGAGES ON THE CONDOMINIUMS, AS EXPRESSED IN AN AMENDED DECLARATION. EACH OWNER MAY USE THE COMMON AREA IN ACCORDANCE WITH THE PURPOSES FOR WHICH IT IS INTENDED WITHOUT HINDERING THE EXERCISE OF OR ENCROACHING UPON THE RIGHTS OF ANY OTHER OWNERS, SUBJECT TO THE RIGHTS OF EACH OWNER IN ANY EXCLUSIVE USE COMMON AREA APPURTENANT TO THAT OWNER'S CONDOMINIUM.

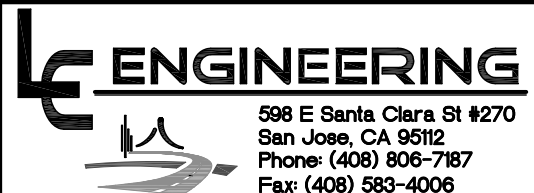
3. EXCLUSIVE USE COMMON AREAS.

THE FOLLOWING DESCRIBED PORTIONS OF THE COMMON AREA, REFERRED TO AS "EXCLUSIVE USE COMMON AREAS," ARE SET ASIDE AND ALLOCATED FOR THE EXCLUSIVE USE OF THE OWNER OF THE CONDOMINIUM TO WHICH THEY ARE ATTACHED OR ASSIGNED AS SHOWN ON THE CONDOMINIUM PLAN, AND ARE APPURTENANT TO THAT CONDOMINIUM:

(A) YARDS: EACH UNIT SHALL HAVE THE RIGHTS OF USE OF THE YARD SHOWN ON THE CONDOMINIUM PLAN AS Y - FOLLOWED BY THE UNIT NUMBER.

EXCEPT AS DESCRIBED HEREIN, NO OTHER PORTION OF THE COMMON AREAS SHALL BE EXCLUSIVE USE COMMON AREA.

**CONDOMINIUM PLAN FOR
MARINA BLVD CONDOMINIUMS
342 MARINA BOULEVARD
APN 75-82-10**



San Leandro

California

SCALE: NO SCALE

DATE: 01/30/20

DRWG. NAME:

PROJECT NO.

SHEET

4 OF 11

PLAN DEFINITIONS AND NOTES (CONTINUED):

4. NO SEPARATE CONVEYANCE OF UNDIVIDED INTERESTS.

THE FOREGOING INTERESTS ARE HEREBY ESTABLISHED AND ARE TO BE CONVEYED WITH THE RESPECTIVE CONDOMINIUMS AS INDICATED ABOVE, CANNOT BE CHANGED, EXCEPT AS HEREIN SET FORTH, AND DECLARANT, ITS SUCCESSORS, ASSIGNS AND GRANTEE'S COVENANT AND AGREE THAT THE INTERESTS IN THE COMMON AREAS AND THE UNITS CONVEYED THEREWITH, SHALL NOT BE SEPARATED OR SEPARATELY CONVEYED, AND EACH SUCH INTEREST SHALL BE DEEMED TO BE CONVEYED TOGETHER EVEN THOUGH THE DESCRIPTION IN THE INSTRUMENT OF CONVEYANCE OR ENCUMBRANCE MAY REFER ONLY TO THE UNIT.

5. CONDOMINIUM PLAN.

THIS RECORDED THREE-DIMENSIONAL PLAN OF THE CONDOMINIUMS BUILT OR TO BE BUILT ON THE PROPERTY WHICH IDENTIFIES THE COMMON AREA AND EACH SEPARATE INTEREST PURSUANT TO CIVIL CODE SECTIONS 4120 AND §4285.

6. DECLARATION

THE MARINA BOULEVARD CONDOMINIUMS DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP TO WHICH THIS CONDOMINIUM PLAN IS ATTACHED.


NOTES:

- A. THIS CONDOMINIUM PLAN AND DIMENSIONS SHOWN HEREIN ARE INTENDED TO CONFORM TO CALIFORNIA CIVIL CODE SECTION 4285 WHICH REQUIRES, IN PART, WITH RESPECT TO THE LAND AND REAL PROPERTY DESCRIBED IN THE ABOVE REFERENCED SUBDIVISION, THE INCLUSION HEREIN OF DIAGRAMMATIC PLANS IN SUFFICIENT DETAIL TO IDENTIFY EACH UNIT, ITS RELATIVE LOCATION AND APPROPRIATE DIMENSIONS. DIMENSIONS SHOWN HEREIN ARE NOT INTENDED TO BE SUFFICIENTLY ACCURATE TO USE FOR COMPUTATION OF FLOOR AREA OR THE AIR SPACE VOLUME IN ANY OR ALL OF THE UNITS.
- B. THIS CONDOMINIUM PLAN IS PREPARED FOR DIAGRAMMATIC PURPOSES AND IS NOT INTENDED TO BE USED FOR SALES PURPOSES TO DETERMINE SQUARE FOOTAGE. THE DIAGRAMMATIC PLANS CONTAINED HEREIN INTENTIONALLY OMIT INFORMATION WITH RESPECT TO ANY CONSTRUCTED IMPROVEMENTS WITHIN THE UNITS.
- C. IN THE EVENT OF A CONFLICT BETWEEN THIS CONDOMINIUM PLAN AND THE DECLARATION, THE DECLARATION SHALL CONTROL. CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN IN THE DECLARATION.

**CONDOMINIUM PLAN FOR
MARINA BLVD CONDOMINIUMS
342 MARINA BOULEVARD
APN 75-82-10**

San Leandro

California

LC ENGINEERING

598 E Santa Clara St #270
San Jose, CA 95112
Phone: (408) 806-7187
Fax: (408) 583-4006

SCALE: NO SCALE

DATE: 01/30/20

DRWG. NAME:

PROJECT NO.

SHEET

5 OF 11

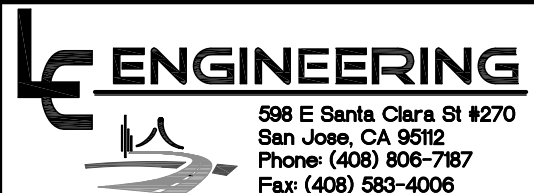
LEGEND OF SYMBOLS

	RESIDENTIAL UNIT
	YARD
	COMMON AREA
	EXCLUSIVE USE COMMON AREA
	PROPERTY LINE
	CONDOMINIUM UNIT LINE
	FINISHED FLOOR ELEVATION

NOTES:

1. IN INTERPRETING DEEDS AND PLANS, THE EXISTING PHYSICAL BOUNDARIES OF A UNIT OR EXCLUSIVE USE COMMON AREAS, WHETHER IN ITS ORIGINAL STATE OR RECONSTRUCTED IN SUBSTANTIAL ACCORDANCE WITH THE PLANS THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE BOUNDARIES EXPRESSED IN THE DEED OR PLANS, REGARDLESS OF LATERAL MOVEMENT OF A BUILDING, FENCE, WALL OR OTHER IMPROVEMENT AND REGARDLESS OF MINOR VARIANCE BETWEEN BOUNDARIES SHOWN ON THE ATTACHED PLANS OR DEED AND THOSE OF THE BUILDING, FENCE, WALL OR OTHER IMPROVEMENT.
2. ALL BUILDING LOCATION TIES SHOWN ON THE BUILDING CONTROL PLAN ARE MEASURED AT RIGHT ANGLES TO SAID BOUNDARIES FROM THE EXTERIOR STUD WALLS OF THE BUILDINGS.
3. THE SUBDIVISION DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT, SECTION 4000 OF THE CIVIL CODE.
4. THIS CONDOMINIUM PLAN CONTAINS SIX (6) RESIDENTIAL CONDOMINIUM UNITS.

CONDOMINIUM PLAN FOR
MARINA BLVD CONDOMINIUMS
342 MARINA BOULEVARD
APN 75-82-10



San Leandro

California

SCALE: NO SCALE

DATE: 01/30/20

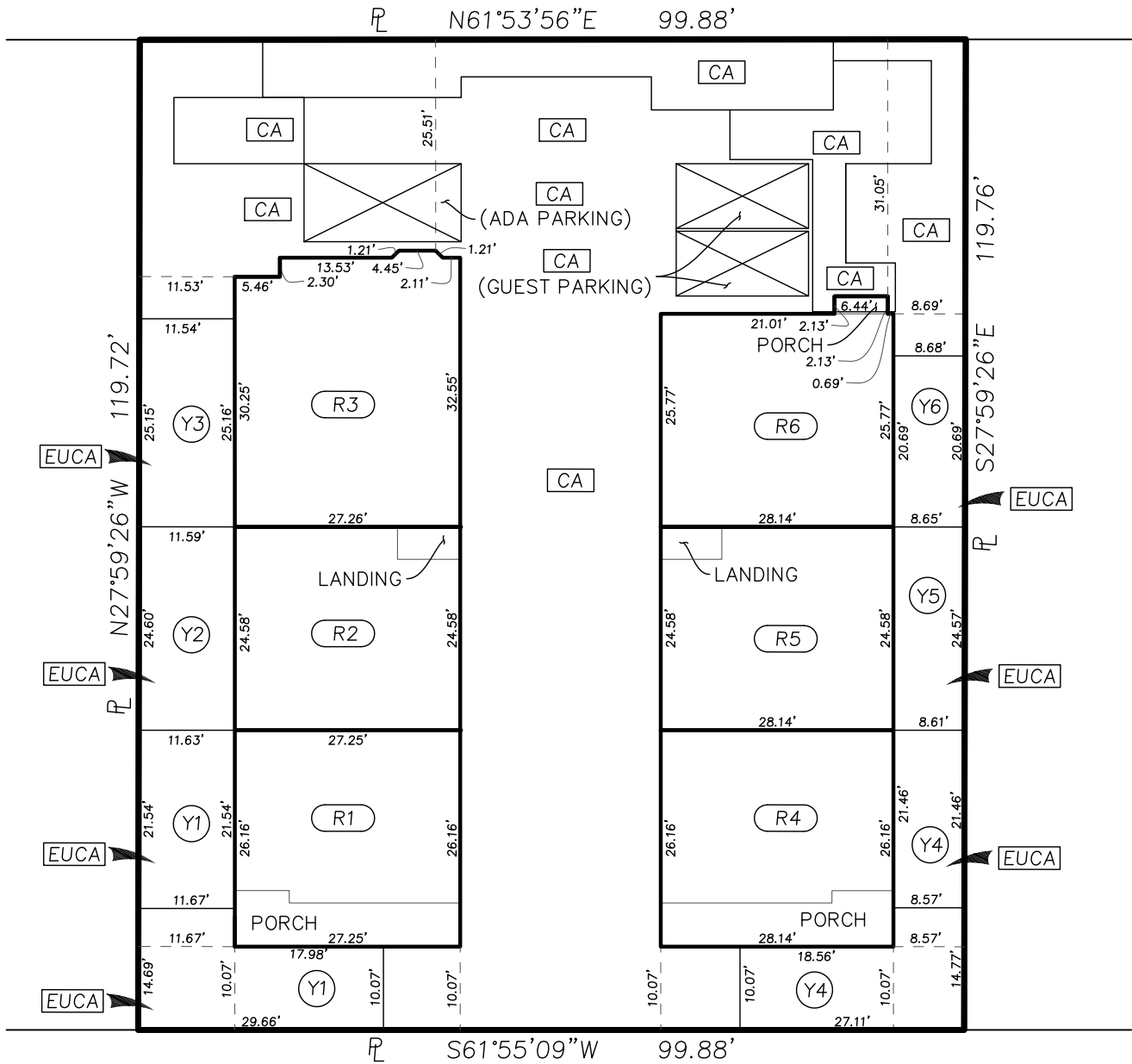
DRWG. NAME:

PROJECT NO.

SHEET

6 OF 11

FIRST FLOOR – UNIT CONTROL & DETAIL PLAN



MARINA BOULEVARD (60' R/W)

**CONDOMINIUM PLAN FOR
MARINA BLVD CONDOMINIUMS
342 MARINA BOULEVARD
APN 75-82-10**

LE

ENGINEERING

598 E Santa Clara St #270
San Jose, CA 95112
Phone: (408) 806-7187
Fax: (408) 583-4006

San Leandro

California

SCALE: 1"=20'

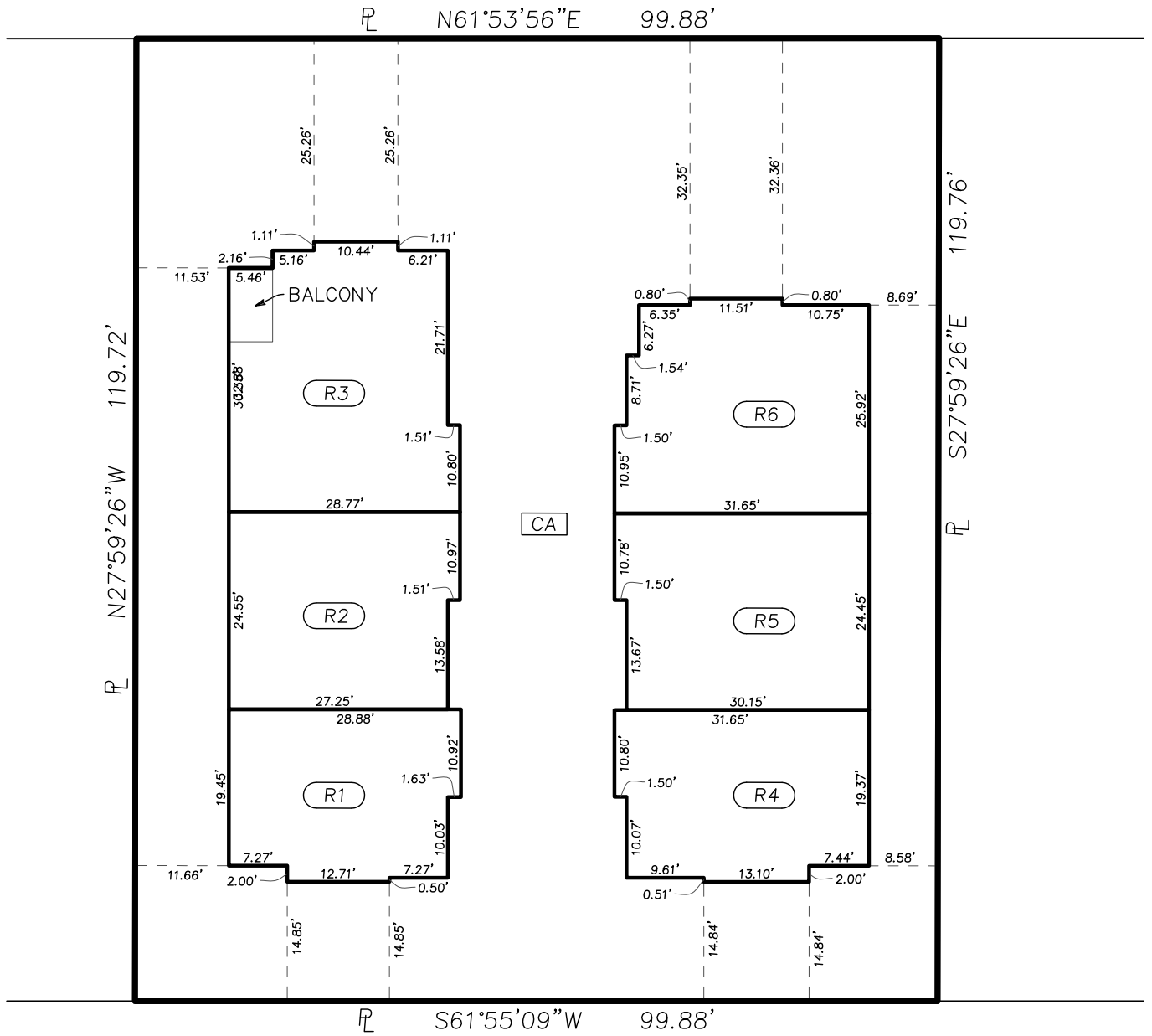
DATE: 01/30/20

DRWG. NAME:

PROJECT NO.

SHEET 7 OF 11

SECOND FLOOR – UNIT CONTROL & DETAIL PLAN



MARINA BOULEVARD (60' R/W)

**CONDOMINIUM PLAN FOR
MARINA BLVD CONDOMINIUMS
342 MARINA BOULEVARD
APN 75-82-10**

ENGINEERING

598 E Santa Clara St #270
San Jose, CA 95112
Phone: (408) 806-7187
Fax: (408) 583-4006

San Leandro

California

SCALE: 1"=20'

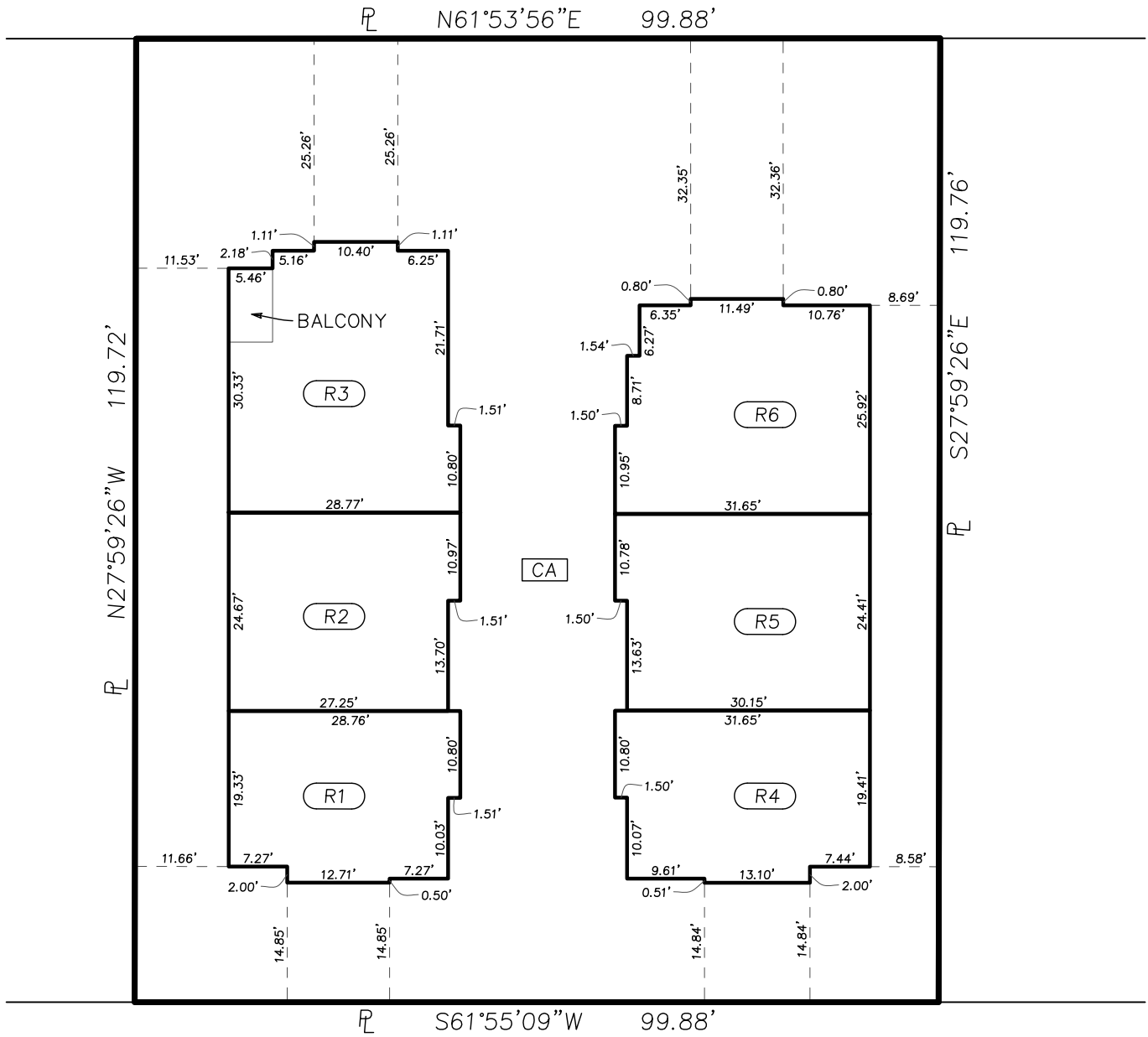
DATE: 01/30/20

DRWG. NAME:

PROJECT NO.

SHEET 8 OF 11

THIRD FLOOR – UNIT CONTROL & DETAIL PLAN



MARINA BOULEVARD (60' R/W)

**CONDOMINIUM PLAN FOR
MARINA BLVD CONDOMINIUMS
342 MARINA BOULEVARD
APN 75-82-10**

ENGINEERING

598 E Santa Clara St #270
San Jose, CA 95112
Phone: (408) 806-7187
Fax: (408) 583-4006

San Leandro

California

SCALE: 1"=20'

DATE: 01/30/20

DRWG. NAME:

PROJECT NO.

SHEET 9 OF 11

ELEVATION TABULATIONS

CONDOMINIUM NO.

FLOOR HEIGHT

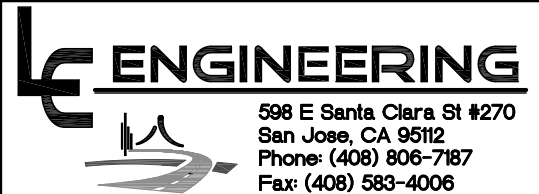
R1, R2, & R3

1ST FLOOR = 53.06
2ND FLOOR = 63.06
3RD FLOOR = 73.06

R4, R5, & R6

1ST FLOOR = 53.06
2ND FLOOR = 63.06
3RD FLOOR = 73.06

CONDOMINIUM PLAN FOR
MARINA BLVD CONDOMINIUMS
342 MARINA BOULEVARD
APN 75-82-10



San Leandro

California

SCALE: NTS

DATE: 01/30/20

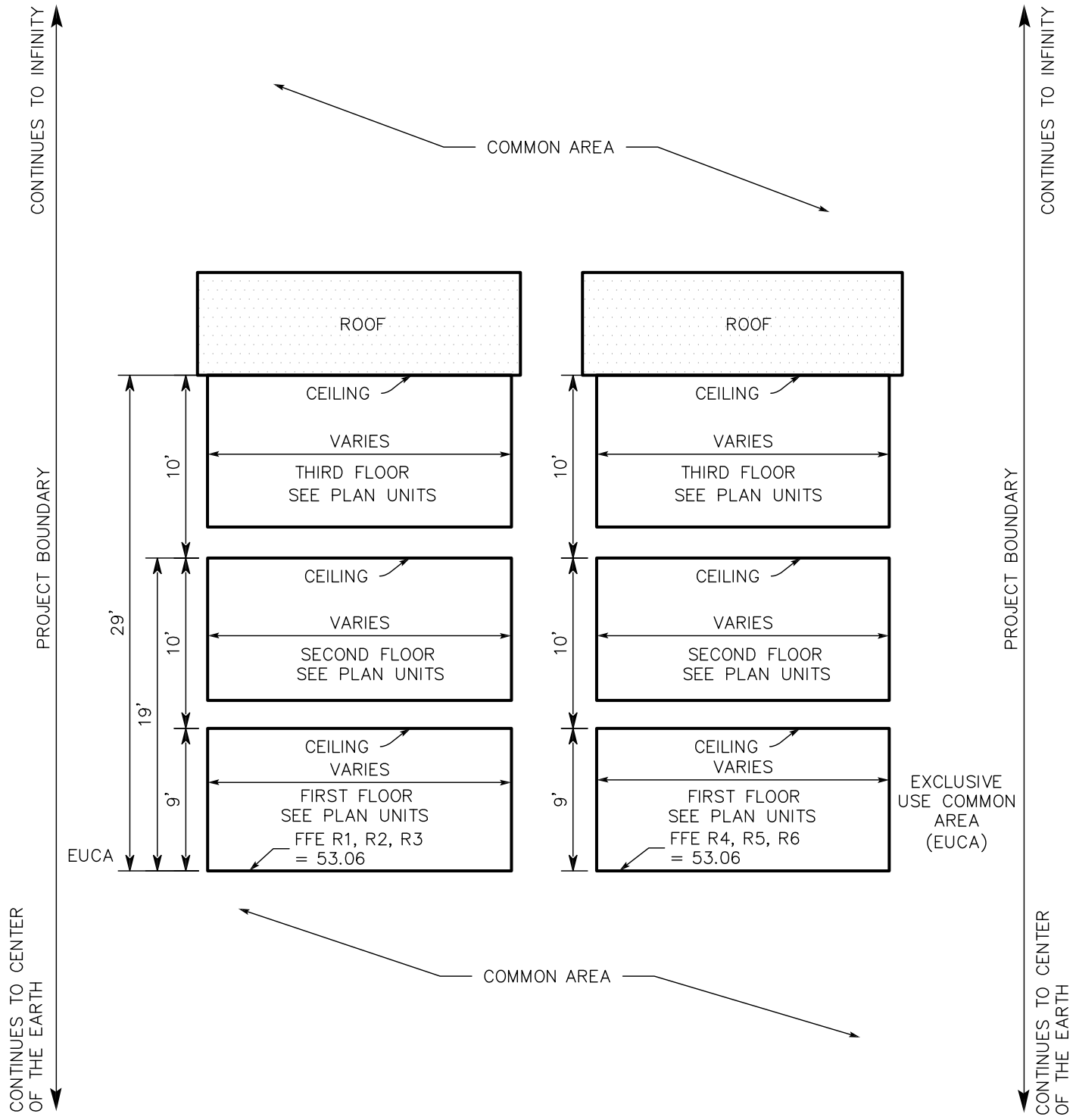
DRWG. NAME:

PROJECT NO.

SHEET

10 OF 11

TYPICAL VERTICAL CROSS SECTION OF CONDOMINIUM UNITS AND COMMON AREA ABOVE



**CONDOMINIUM PLAN FOR
MARINA BLVD CONDOMINIUMS
342 MARINA BOULEVARD
APN 75-82-10**

LC ENGINEERING

598 E Santa Clara St #270
San Jose, CA 95112
Phone: (408) 806-7187
Fax: (408) 583-4006

San Leandro

California

SCALE: NTS

DATE: 01/30/20

DRWG. NAME:

PROJECT NO.

SHEET

11 OF 11