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**DECLARATION OF RESTRICTIONS AND CONDOMINIUM PLAN**

**FOR**

**270 & 280 Valencia Street and 17 Brosnan Street**

**a Residential / Commercial Condominium Project**

**270 Valencia Street, LLC, a California limited liability company**

**Declarant**

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**DECLARATION OF RESTRICTIONS AND CONDOMINIUM PLAN  
FOR  
270 & 280 Valencia Street and 17 Brosnan Street  
a Residential/Commercial Condominium Project**

**Recitals**

**THIS DECLARATION** is made by 270 Valencia Street, LLC, a California limited liability company, "Declarant", with reference to the following:

- A. Declarant is the Owner of a tract of land located in the City and County of San Francisco, California, more particularly described in Exhibit A attached to this Declaration and incorporated into it by reference.
- B. There exist on the land two four story buildings over a two-level garage which contain twenty-eight Residential Units and one Commercial Unit.
- C. Declarant intends by this Declaration to create a Condominium Project and to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all the Condominiums and Owners of Condominiums. Declarant intends by this Declaration to establish a Condominium Project under the provisions of California Civil Code Sections 1350 et seq., the Davis-Stirling Common Interest Development Act.
- D. Declarant establishes by this Declaration a plan for the individual ownership of real property estates consisting of an undivided interest in common in a portion of real property, referred to as Common Area, coupled with a separate interest in space, referred to as a Unit, the boundaries of which are described on the Condominium Plan.

Declarant declares that the Property shall be held, conveyed, encumbered, leased, occupied and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, in accordance with the plan for the improvement of the Property and the division of it into Condominiums. All of the limitations, covenants, conditions, restrictions and easements constitute equitable servitudes and covenants which shall run with the land and be binding upon Declarant and Declarant's successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

**ARTICLE 1**  
**Definitions**

1.1 "**Articles**" means the Articles of Incorporation of the Association as amended from time to time.

1.2 "**Assessment**" means that portion of the cost of maintaining, improving, repairing, rebuilding, operating and managing the Property which is to be paid by each Owner.

1.3 "**Association**" means the 270 & 280 Valencia Street and 17 Brosnan Street Owners' Association, a California Non-Profit Mutual Benefit Corporation.

1.4 "**Board**" or "**Board of Directors**" means the governing body of the Association.

1.5 "**Bylaws**" means the Bylaws of the Association as amended from time to time.

1.6 "**Commercial Unit**" means the Unit designated for commercial use as described in Article 8. The Commercial Unit is labeled Unit 280 Valencia on the Condominium Plan.

1.7 "**Common Area**" means the entire Project except for the Units as defined in this Declaration and as shown on the Condominium Plan. Common Area includes, but is not limited to, all staircases (except staircases connecting levels within one Unit), light wells, roofs, foundations, bearing walls, columns and girders, all regardless of location within the property.

1.8 "**Common Expenses**" means the actual and estimated expenses of operating the Property, any reasonable reserves for such purposes as determined by the Board, and all sums designated Common Expenses by the Governing Documents.

1.9 "**Condominium**" means an estate in real property consisting of an undivided interest in common in a portion of real property coupled with a separate interest in space called a Unit, the boundaries of which are described on the Condominium Plan.

1.10 "**Condominium Plan**" means the three dimensional description of the Project in sufficient detail to identify the Common Area and the Units pursuant to California Civil Code Section 1351(e) and any amendments and corrections to it. The Condominium Plan is attached as Exhibit "B" and Exhibit "C" to this Declaration and incorporated into this Declaration by this reference.

1.11 "**Declarant**" means 270 Valencia Street, LLC, a California limited liability company, and any successors and assigns, including the Association, who acquire Declarant's interest in the Property.

1.12 "**Declaration**" means this Declaration of Restrictions.

1.13 "Exclusive Use Common Areas" mean those portions of the Common Area designated for the exclusive use of the Owners and which are appurtenant to the Units.

1.14 "Expenditure" means a fine or penalty levied to bring a Member and his Condominium into compliance with the Governing Documents, or a charge levied to reimburse the Association for costs incurred by it in the repair of damage to the Common Area and facilities caused by the Member.

1.15 "Governing Documents" means this Declaration, any Exhibits attached to it, the Articles and the Bylaws of the Association, and the rules and regulations for the Members, all as amended from time to time.

1.16 "Map" means the subdivision map entitled "Parcel Map of 270 & 280 Valencia Street and 17 Brosnan Street, a Residential/Commercial Condominium Project, Being a Subdivision of Lot 09, Assessor's Block No. 3533, San Francisco, California", recorded on October 14, 2005, in Condominium Map Book 92, pages 61 through 62, inclusive, in the Official Records of the County of San Francisco, and any amendments and corrections to it.

1.17 "Member" means a person who is a member of the Association.

1.18 "Mortgage, Mortgagee, Mortgagor". "Mortgage" includes a deed of trust as well as a mortgage, and means a conveyance of a security interest in real property made in good faith and for value. "Mortgagee" includes a beneficiary or a holder of a deed of trust as well as a mortgage. "Mortgagor" includes the trustor of a deed of trust as well as a mortgagor.

1.19 "Owner" means the record holder of title to a Condominium in the Project. If a Condominium is sold under a recorded contract of sale to a purchaser, the purchaser rather than the seller shall be considered the Owner. "Owner" shall not include those persons having any interest merely as security for the performance of an obligation.

1.20 "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

1.21 "Project" means the real property described in Exhibit A, all structures and improvements erected or to be erected on it, and all easements and rights appurtenant to it.

1.22 "Property" means the Project, and all real and personal property intended for or used in connection with the Project.

1.23 "Residential Unit" means each of the Units designated for residential use as described in Article 7. The Residential Units are labeled Units 1 through 4, 201 through 206, 301 through 306, 401 through 406, and 501 through 506 on the Condominium Plan.



1.24 "Unit" means the elements of a Condominium which are not owned in common with other Owners or by the Association. The boundaries of each Unit are as shown and described on the Condominium Plan.

**ARTICLE 2**  
**Description of Project, Division of Property, and**  
**Creation of Property Rights**

**2.1 DESCRIPTION OF PROJECT.** The Project consists of the underlying real property, two buildings which are four stories in height over a two-level garage and which contain twenty-eight Residential Units and one Commercial Unit, and all other improvements located on the real property.

**2.2 DIVISION OF PROPERTY.** The Property is divided into the following:

**A. Units.** Each of the Units as separately shown, numbered and designated on the Condominium Plan consists of the space bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors of the Unit. Each Unit also includes all fixtures, appliances, air heating, air conditioning, water heating equipment, alarm systems and ventilation fans, and the outlets thereof, wherever located, which are part of a discrete and complete system intended to serve only the Unit. The Unit does not include those areas and things defined as Common Area in Section 1.6. Each Unit is subject to any encroachments as may now exist or may be later caused or created in any manner referred to in Section 2.3D. In interpreting deeds and plans, the then existing physical boundaries of a Unit, whether in its original state or reconstructed in substantial accordance with the original plans, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or Condominium Plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the Plan or deed and those of the building.

**B. Common Area.** The remaining portion of the Property, referred to as Common Area, shall include, without limitation, all of the elements set forth in Section 1.6. Each Owner shall own, as appurtenant to his Unit, an undivided interest in the Common Area as shown on the Condominium Plan. 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.

**C. Exclusive Use Common Area.** Portions of the Common Area, referred to as Exclusive Use Common Areas, are set aside and allocated for the exclusive use of the Owners. The Exclusive Use Common Areas consist of the parking spaces (P-1 through P-28 ), decks (D-3, D-4, D-4A, D-501 and D-503 ), patios (Patio-204, Patio-205 and Patio-206) and storage areas S-1 through S-17) as designated on the Condominium Plan. An easement for each of

the above Exclusive Use Common Areas shall be granted in the deed to the Unit to which it is appurtenant. The Exclusive Use Common Areas also consist of internal and external wiring designed to serve a single Unit, fireplaces, windows, window frames, window boxes, screens, shutters, awnings, doorsteps, stoops, exterior doors, door frames and hardware. One parking space shall be appurtenant to each Residential Unit and shall not be transferred by the Owner separately from the Unit. No Owner may lease a parking space to any person who is not an Owner or a resident at the Project without the written consent of the Board.

**D. No Separate Conveyance of Common Area.** The undivided interest in Common Area appurtenant to each Unit is permanent in character and cannot be altered without the consent of all the Owners affected, and their first Mortgagees, as expressed in an amended Declaration. The undivided interest in Common Area cannot be separated from the Unit to which it is appurtenant, and shall be deemed to be conveyed or encumbered with its respective Unit, even though the instrument of conveyance or encumbrance may refer only to the Unit.

**2.3 EASEMENTS AND USE RIGHTS.** The following easements, reservations and use rights shall affect the Property.

**A. Owners' Nonexclusive Easements; Association Rights.** Every Owner has a nonexclusive easement of use, enjoyment, ingress, egress, and support in, to, and throughout the Common Area and any improvements or facilities on the Common Area. However, such nonexclusive easements shall be subordinate to, and shall not interfere with the right to use Exclusive Use Common Areas. Each such nonexclusive easement shall be appurtenant to the respective Condominium and shall pass with the title to the Condominium. Nonexclusive easements shall be subject to all of the rights and powers of the Association as described in Article 5, including, without limitation, the right to assign, rent, license or otherwise designate and control use of any parking spaces other than those which are Exclusive Use Common Areas appurtenant to a Unit.

**B. Entry or Use Rights.** Each Condominium shall be subject to the following rights of entry and use:

- i. The right of Declarant, or its agents, to enter upon any portion of the Project to construct the improvements Declarant intends to construct on the Property, to make repairs and to remedy construction defects, provided that such entry shall not interfere with the use or occupancy of any occupied Unit unless authorized by its Owner, which authorization shall not be unreasonably withheld. The above right of Declarant shall terminate three years after the conveyance of the first Condominium covered by the final subdivision public report for the Project.
- ii. The right of the Association, or its agents, to enter any Unit to cure any violation or breach of this Declaration, the Bylaws or the Rules and Regulations, provided that

at least thirty days prior written notice of such violation or breach (except in case of emergency) has been given to the Owner, and provided that, within the thirty day period, such Owner has not acted to cure substantially such violation or breach. The Association shall be entitled to levy an Expenditure for its costs of effecting such cure against the Owner in accordance with the procedures set forth in Section 5.1E. The rights of entry and cure shall be immediate in case of an emergency originating upon or threatening any Unit, whether or not its Owner is present.

iii. The right of the Association, or its agents, to enter any of the Units to perform its obligations and duties under this Declaration, including obligations or duties with respect to construction, maintenance, or repair of the Common Area, or for the benefit of the Owners in common. The rights shall be immediate in case of an emergency originating upon or threatening any Unit, whether or not its Owner is present.

iv. The right of any Owner, or Owner's agents, to enter the Unit of any other Owner for purposes of performing installations, alterations or repairs to mechanical or electrical services, including but not limited to installation of computer or telecommunications cabling and television antennae and related cables, which are reasonably necessary for the use and enjoyment of his Unit, provided requests for entry are made in advance and that entry is at a time convenient to the Owner whose Unit is being entered. In case of emergency, the right of entry shall be immediate.

**C. Power to Grant Easements.** Declarant or the Association shall have the power to grant and convey in the name of all the Owners as their attorney-in-fact (or in the name of the Association as to any property to which the Association holds title) to any Owner or other party easements and rights-of-way in, on, over, or under the Common Area for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, computer, internet, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities. Each Owner, in accepting a deed to a Condominium, expressly consents to such easements and rights of way and authorizes and appoints the Association and Declarant (as long as Declarant owns one or more Condominiums) as attorney-in-fact of such Owner to execute any and all instruments conveying or creating such easements or rights of way. However, no such easement can be granted if it would substantially interfere with the use, occupancy, or enjoyment by any Owner of his Unit or the Common Area of the Project unless approved by the vote or written consent of the holders of not less than sixty-seven percent (67%) of the voting rights of each class of Members and their first mortgagees.

**D. Encroachment Easements.** Each Condominium has an easement over all adjoining Units and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or

any other cause as long as the encroachment exists. In no event shall a valid encroachment be created in favor of an Owner if it occurred due to his willful misconduct. In the event a structure is repaired or rebuilt, minor encroachments over adjoining Units and the Common Area shall be permitted and there shall be valid easements for the maintenance of these encroachments as long as they exist. These encroachments shall not alter the rights and obligations of Owners.

**2.4 PARTITION; POWER OF ATTORNEY.** Except as provided by California Civil Code Section 1359 and Sections 10.2 and 10.3 of this Declaration regarding damage and destruction and condemnation, there shall be no judicial partition of the Project or any part of it. Judicial partition by sale of a single Condominium owned by two or more persons and division of the sale proceeds is not prohibited, but partition of title to a single Condominium is prohibited. Whenever partition may be had pursuant to Civil Code Section 1359 or this Declaration, each of the Owners irrevocably appoints the Association as attorney-in-fact and irrevocably grants to the Association full power in the name and stead of such Owner to sell the entire Project, and to execute deeds and conveyances to it, in one or more transactions, for the benefit of all Owners when partition of the Project may be had under Civil Code Section 1359 and under the circumstances authorizing partition under this Declaration. The power of attorney shall (i) be binding on all Owners, whether they assume the obligations under this Declaration or not; (ii) be exercisable by a majority of the Board acting on behalf of the Association, subject to obtaining the prior vote or written consent of sixty-seven percent (67%) of the Owners and sixty-seven percent (67%) of all first Mortgagees; and (iii) be exercisable only after recordation with the County Recorder of a certificate executed by those who have power to exercise the power of attorney that the power of attorney is properly exercisable under the authority of this Declaration. This certificate shall be conclusive evidence of proper exercise in favor of any person relying on it in good faith.

**2.5 FURTHER SUBDIVISION PROHIBITED.** No Owner shall further subdivide the space within his Unit or create a time-share project from any Condominium. A time-share project is one in which a purchaser receives the right in perpetuity, for life, or for a term of years, to the recurrent, exclusive use or occupancy of a Unit, annually or on some other periodic basis, for a period of time that has been or shall be allocated from the use or occupancy periods into which a Condominium has been divided.

### **ARTICLE 3**

#### **Association, Administration, Membership and Voting Rights**

**3.1 ASSOCIATION TO MANAGE COMMON AREA.** The Association shall manage and administer the Project in accordance with the provisions of the Governing Documents.

**3.2 MEMBERSHIP.** Each Owner of a Condominium shall automatically be a Member of the Association. He shall remain a Member until his ownership of a Condominium ceases, at which time his membership in the Association shall also automatically cease. No Member may resign,

transfer, pledge or alienate his membership in any way except by sale of the Condominium to which it is appurtenant and then only to the purchaser. Any prohibited transfer is void.

### **3.3 MEMBERSHIP CLASSES AND VOTING RIGHTS.**

**A. Membership Classes.** The Association shall have two classes of voting membership.

i. **CLASS A.** Each Owner other than Declarant is a Class A member. Class A membership entitles the holder to one vote for each Condominium owned. When more than one person holds an interest in a Condominium, all such persons shall be Members. The vote for the Condominium shall be exercised as the Owners determine, but not more than one vote shall be cast for any Condominium. If an Owner disputes the vote cast for his Unit by a co-Owner, the vote for that Condominium shall not be counted.

ii. **CLASS B.** Declarant is the Class B member. Class B membership entitles the holder to not more than three votes for each Condominium owned. Class B membership shall be irreversibly converted to Class A membership on the first to occur of the following:

(a) when the total outstanding votes held by Class A members equal the total outstanding votes held by the Class B member.

(b) on the second anniversary date of the first conveyance of a Unit in the Project.

**B. Voting Rights.** Except as provided in Sections 4.3, 4.4 and 5.2, any action by the Association which must have the prior approval of the Members shall require the vote or written consent of at least a majority of each class of membership during the time that there are two outstanding classes of membership.

Any provision in the Governing Documents which requires the approval of a prescribed number of Members other than Declarant for action to be taken by the Association shall require:

i. where the two class voting structure is in effect, the vote or written consent of the Class B Member and the vote or written consent of the prescribed number of Class A Members; or

ii. if there has been a conversion of Class B membership to Class A membership, the vote or written consent of a majority of the Members of the Association and the vote of the prescribed majority of the Members other than Declarant.

**ARTICLE 4**  
**Assessments**

**4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.**

Declarant agrees, for each Condominium in the Project owned by Declarant, and each Owner, by acceptance of a deed to a Condominium, whether or not it shall be expressed in the deed, is deemed to agree to pay to the Association Regular Annual Assessments, Special Assessments and Property Tax Assessments. Assessments are payable without deduction or offset for any claim the Owner may have against the Association. Each Assessment, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of the Condominium at the time when the Assessment is levied. If more than one person is the Owner, the personal obligation to pay the Assessment shall be joint and several. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of use or enjoyment of any of the Common Area or abandonment of his Condominium.

**4.2 PURPOSE OF ASSESSMENTS.** The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of all residents of the Project, and for the improvement and maintenance of the Common Area for the common good of the Project.

**4.3 REGULAR ANNUAL ASSESSMENTS.** The Regular Annual Assessment is the total amount of funds necessary to defray the Common Expenses of the Association for the fiscal year. It shall include adequate reserve funds for contingencies and for maintenance, repairs, and replacement of the Common Area improvements that must be replaced on a periodic basis sufficient to satisfy the reasonable requirements of any first Mortgagee.

Until January 1 of the year immediately following the conveyance of the first Condominium, the Regular Annual Assessment shall be approved by the California Department of Real Estate. At least forty-five days and not more than sixty days prior to the beginning of each subsequent fiscal year, the Board shall establish the Regular Annual Assessment for that fiscal year. The Regular Annual Assessment shall not be increased unless the Board has prepared and distributed a pro forma operating budget to the Members, as specified in the Bylaws. The Board may not, without the vote or written consent of a quorum of Members who cast a majority of the votes at a meeting or election of the Association, impose a Regular Annual Assessment which is more than twenty percent greater than the Regular Annual Assessment for the immediately preceding fiscal year. For purposes of this Section 4.3, a quorum means more than fifty percent of the Members.

If the Board fails to establish the Regular Annual Assessment for any fiscal year, the Regular Annual Assessment shall be the same as that of the prior fiscal year. Subject to the above, if at any time during the year the Board decides that the amount of the Regular Annual Assessment is inadequate or excessive, it may revise the Assessment for the balance of the fiscal year, effective on the first day of the month following the date of the revision. During the time the Project is subject to an outstanding public report, Declarant shall notify the Department of Real Estate of any increase of

ten percent or more over the amount of the Regular Annual Assessment stated in the current public report for the Project.

**4.4 SPECIAL ASSESSMENTS.** In any fiscal year, the Board may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property, and for extraordinary expenses incurred by the Association. Any Special Assessment in excess of five percent of the Regular Annual Assessment for the fiscal year shall require approval by the vote or written consent of a quorum of Members who cast a majority of the votes at a meeting or election of the Association. For purposes of this Section 4.4, a quorum means more than fifty percent of the Members.

**4.5 ASSESSMENTS FOR EMERGENCY PURPOSES.** Notwithstanding the provisions of Sections 4.3 and 4.4, the Board may increase Regular Annual Assessments and impose Special Assessments necessary for emergency situations. For purposes of this Section, an emergency situation is any one of the following:

- A. An extraordinary expense required by an order of a court.
- B. An extraordinary expense necessary to repair or maintain the Property for which the Association is responsible where a threat to personal safety on the Property is discovered.
- C. An extraordinary expense necessary to repair or maintain the Property for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the budget. However, prior to the imposition or collection of an Assessment under this Section 4.5 C, 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 Assessment.

**4.6 PROPERTY TAX ASSESSMENTS.** Until the Tax Collector segregates the property taxes applicable to each Unit into separate assessments, or if any taxes are assessed against the Common Area or the property of the Association rather than against the Units, the Board shall levy a Property Tax Assessment for the purpose of paying the assessed taxes.

**4.7 SEGREGATION OF FUNDS.** Unless exempt from federal or state income tax, all proceeds paid for reserves or for any Special Assessment shall be segregated and deposited in a special account and shall be used solely for the purpose for which levied, or shall be otherwise handled and used in a manner authorized by law or regulations of the Internal Revenue Service or the California Franchise Tax Board in order to avoid, if possible, their taxation as income of the Association.

**4.8 DIVISION OF ASSESSMENTS.** The expenses for Regular Annual Assessments shall be divided among the Owners as follows:

All Owners shall share equally the expenses for corporation franchise taxes, local license and inspection fees, pest control, refuse disposal, the reserve study, the fire monitor service, management, legal services, accounting, education, miscellaneous office expenses, minor repairs, and the contingency. All Owners shall share the expenses for insurance and the reserves for the roof and exterior paint based on their percentage interest of ownership in the Common Area, as shown on the Condominium Plan. All Residential Owners shall share the expenses for water based on their percentage interest of ownership in the Common Area, as shown on the Condominium Plan. The Owners of the Residential Units shall share equally the expenses for Common Area electricity and gas, telephone lines, elevator maintenance, custodial and landscape maintenance, access control, and reserves for the elevator, interior and exterior lights, interior paint, carpeting, decking, fence, water heaters and circulating pump, furnace, garage ventilation system, garage door, garage door openers, and the motor for the garage door. The Owner of the Commercial Unit shall be solely responsible for water and electricity and gas metered to the Commercial Unit.

The initial premium for the liability and officers' and directors' liability insurance carried by the Association is based on the use of the Commercial Unit as an office. If the insurance premium is increased as a result of the use, other than as an office, of the Commercial Unit by the Owner, it shall pay to the Association within ten days before the due date the amount of the increased insurance premium which is attributable to use of the Commercial Unit.

If the Owner of a Commercial Unit requires refuse disposal service or any other service in addition to that provided by the Association, it shall pay the cost of that additional service. For purposes of this Section, "Owner" shall include the lessee, sublessee or assignee of the Owner of the Commercial Unit.

The Board shall allocate Assessments for items and costs other than those set forth above as it deems appropriate and fair.

Special Assessments shall be divided among the Owners on the same basis as Regular Assessments, except where the Special Assessment is levied to raise funds for the rebuilding or major repair of structural Common Area which houses the Units. In that case, the Special Assessment shall be divided upon the basis of the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of the floor area of all Units to be assessed.

Property Tax Assessments shall be divided among the Owners according to each Owner's percentage interest in the Common Area.

**4.9 DATE OF COMMENCEMENT AND DUE DATES OF ASSESSMENTS; NOTICE TO OWNERS.** Regular Annual Assessments shall commence as to all Units on the first day of the month following the conveyance of the first Condominium from Declarant to an Owner. Regular



Annual Assessments shall be payable in equal monthly installments unless the Board adopts some other basis for collection. If the first operating year of the Association is a partial fiscal year, the Regular Annual Assessment for that first operating year shall be based on the number of full calendar months in that fiscal year. Subject to the provisions of Section 4.3, the Board shall determine and fix the amount of the Regular Annual Assessment for each Condominium and send written notice of it, including the amount of any increase, to every Owner at least forty-five days and not more than sixty days prior to the beginning of each fiscal year. In addition, the Association shall send each Owner notice by first class mail of any increase in the Regular Annual Assessment or Special Assessment not less than forty-five days and not more than sixty days before the due date of the increased Assessment. The due date for the payment of installments of the Regular Annual Assessment shall be the first day of each month unless some other due date is established by the Board. The due date for payment of a Special or Property Tax Assessment shall be the date specified in the notice of the Assessment and shall be at least thirty days after the date of delivery of the notice of the Assessment to the Owners.

**4.10 EFFECT OF NONPAYMENT OF ASSESSMENT.** Any Assessment or installment of an Assessment shall become delinquent if payment is not received by the Association within fifteen days after its due date. The Board shall impose a late charge of ten percent of the delinquent assessment or installment or \$10.00, whichever is greater, on all delinquent payments. A late charge may not be imposed more than once on any delinquent payment, shall not eliminate or supersede any charges imposed on prior delinquent payments, and shall constitute full compensation to the Association for any additional bookkeeping, billing, or other administrative costs resulting from the delinquent payment.

Interest also shall accrue on any delinquent payment at the rate of twelve percent per annum. Interest shall accrue commencing thirty days following the due date of the assessment through and including the date full payment is received by the Association.

Any Owner who fails to pay a Property Tax Assessment on time shall be responsible to pay any penalty imposed by the Tax Collector.

**4.11 REMEDIES ON DEFAULT.** In the event of a default in payment of any Assessment or installment, and in addition to any other remedies provided by law or this Declaration, the Association may enforce payment of the Assessment or installment in either of the following ways.

**A. By Small Claims Action.** Each action must be authorized by a majority of the Board. Any judgment rendered in the action shall include the amount of delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges and interest, if any. A small claims action may be maintained without foreclosing or waiving lien rights.

**B. By Judicial Foreclosure or Power of Sale.** Any action by the Association to enforce payment of the Assessment or installment by sale of the Condominium through judicial

foreclosure or private sale shall be conducted to according to the notice and sale procedures set forth in Section 14 of the Bylaws and Section 1367.1 of the Civil Code.

**C. Owner's Right to Arbitrate.** In a dispute between an Owner and the Association regarding an Assessment, the Owner shall have the right to have the Association submit the matter to arbitration, as provided in Section 10.1, if the Owner follows the procedures set forth in Section 14.2 of the Bylaws.

**4.12 PRIORITIES.** When a Notice of Delinquent Assessment has been recorded, it shall constitute a lien on the Condominium prior to all other liens except all taxes, bonds, assessments and other liens which, by law, would be superior to it, and the lien of any first Mortgage of record. The lien for any Assessment shall not be affected by the sale or transfer of the Unit against which it is recorded.

**4.13 STATUS CERTIFICATE.** Within ten days of the mailing or delivery of a written request by an 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 his Condominium is in violation of any of the provisions of this Declaration, the Articles, Bylaws, or the Rules and Regulations; (ii) the amount of Regular Annual Assessments and Special Assessments, including installments, paid by the Owner during the fiscal year the request is received; (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 that as of the date of the statement are or may be made a lien against the Owner's Condominium; and (iv) any change in the Association's current Regular Annual and Special Assessments and fees approved by the Board but not yet due and payable as of the date of the disclosure.

**4.14 WAIVER OF EXEMPTIONS.** Each Owner waives the benefit of any homestead or exemption laws of the State of California as to any Assessment liens created under this Article.

## **ARTICLE 5**

### **Duties and Powers of the Association**

**5.1 DUTIES.** The Association shall have all of the powers of a corporation organized under the Non-Profit Mutual Benefit Corporation law of the State of California, subject only to the limitations on those powers set forth in the Governing Documents. The Association shall have the power to do any lawful thing required or permitted to be done under the Governing Documents and necessary, appropriate or incidental to the exercise of the express powers or duties of the Association for the peace, health, comfort, safety and general welfare of the Owners. The affairs of the Association, including the exercise of its powers and duties, shall be conducted by the Board or officers appointed by the Board. The duties and powers of the Association shall include, but are not limited to, the following.

**A. Maintenance.** Except as may be provided in Sections 8.8 and 11.4, the Association shall maintain in good condition, repair, replace and manage the Common Area, including all Exclusive Use Common Areas, all utility installations except those maintained by utility companies, improvements and equipment located on the Common Area, landscaping, if any, and all furnishings and property acquired by the Association. The Association is responsible for the repair and maintenance of Common Area occasioned by the presence of wood-destroying pests and organisms in accordance with the procedure set forth in California Civil Code Section 1364. The Association shall clean exterior glass surfaces. The Association is not financially responsible for maintenance, repair or replacements caused by the willful or negligent act or omission of an Owner, or his guests or tenants, the cost of which is not covered by insurance. The repair or replacement of excluded items is the responsibility of the Owner. However, if an Owner fails to make required repairs or replacements, upon a vote of a majority of the Board, and after notice and hearing pursuant to Section 5.1E, the Association shall make the repairs or replacements and charge the cost to the Owner as an Expenditure.

**B. Insurance.** The Association shall maintain the policies of insurance required by Section 10.1 of this Declaration.

**C. Discharge of Liens.** The Association shall discharge any lien against the Common Area, and charge the cost to the Owner responsible for the existence of the lien.

**D. Payment of Expenses.** The Association shall pay all expenses and obligations incurred by it in the conduct of its business.

**E. Enforcement.** The Association shall enforce this Declaration. In addition to any other remedies provided in this Declaration, the Association may impose fines, suspend voting rights, or take other disciplinary action against any Owner for failure to pay Assessments and Expenditures or for violation of any provisions of the Governing Documents. Before imposing any fine, suspending voting rights, or taking other disciplinary action, the Board shall provide notice and hearing to the Owner as provided in the Bylaws.

Notwithstanding anything to the contrary contained in this Declaration, the Board shall not have the power to cause a forfeiture or abridgement of an Owner's rights to the full use and enjoyment of his Unit except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under power of sale for failure of the Owner to pay Assessments levied by the Association.

**F. Utility Service.** The Association shall have the authority to obtain, for the benefit of all of the Condominiums, all common water, gas and electric service, telephone, television and other telecommunications access and service (to the extent permitted by law), refuse collection and janitorial service. The Association shall maintain all utility installations located in the Common Area, except those installations maintained by utility companies.

The Association shall pay all charges for utilities supplied to the Project except those metered or charged separately to the Units.

**G. Easements.** The Association shall have authority to grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and any of the Units as provided in Article 2.

**H. Manager.** The Association shall have the authority to employ a manager or other persons, and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. However, any contract with a firm or person appointed as a manager or managing agent shall:

- i. not exceed a one year term; and
- ii. provide for the right of the Association to terminate the contract at the first annual meeting of the Members of the Association, and to terminate the contract for cause on thirty days' written notice or, without cause or payment of a termination fee, on ninety days' written notice.

**I. Adoption of Rules.** The Association may adopt reasonable rules not inconsistent with this Declaration relating to the use of the Common Area and the conduct of the Owners and their tenants and guests with respect to the Property and other Owners. The Board shall furnish copies of the rules to all Owners.

**J. Access.** In order to perform maintenance, repairs, or any other of its responsibilities, the Association, its agents and employees may enter any Unit or any portion of the Common Area at reasonable hours as provided in Article 2. Entry shall be made with as little inconvenience to the occupant as possible and any damage caused shall be repaired at the expense of the Association. Except in case of an emergency, twenty-four hours' advance notice shall be given to the occupant prior to entry.

**K. Assessments.** The Association shall have the power to levy and collect Assessments in the amount necessary for the purposes for which levied in accordance with the provisions of Article 4.

**L. Expenditures.** The Association shall have the power to levy and collect Expenditures. The Board shall impose an Expenditure upon an Owner only after notice and hearing in accordance with Section 5.1E. An Expenditure is the personal obligation of the Owner against whom it is charged. If more than one person is the Owner, the personal obligation to pay the Expenditure shall be joint and several. Declarant agrees, for each Condominium in the Project owned by Declarant, and each Owner, by acceptance of a deed to a Condominium, is deemed to agree to pay to the Association Expenditures as provided in this Section 5.1L.

An Expenditure is due fifteen days after receipt by the Owner of written notice from the Board of the imposition of the Expenditure. The Board shall impose on any delinquent expenditure a late charge of ten percent of the delinquent Expenditure or \$10.00, whichever is greater. A late charge may not be imposed more than once on any delinquent Expenditure, shall not eliminate or supersede any charges imposed on prior delinquent Expenditures, and shall constitute full compensation to the Association for any additional bookkeeping, billing, or other administrative costs resulting from the delinquent Expenditure. Any Expenditure not paid within thirty days after the due date also shall bear interest at the rate of twelve percent per annum, through and including the date full payment is received by the Association.

In any action to collect an Expenditure, the Association shall be entitled to costs of collection and attorneys' fees. An Expenditure shall become a lien upon a Unit upon the recording of a Notice of Delinquent Assessment which contains the information set forth in Section 4.11B; however, the lien created thereby may not be enforced by sale of the Condominium pursuant to Civil Code Sections 2924, 2924b and 2924c.

**M. Acquisition and Disposition of Property.** The Association shall have the power to acquire, own, improve, operate, maintain, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with its affairs.

**N. Loans.** The Association shall have the power to borrow money and, with the vote or written consent of a majority of the voting power of the Association other than Declarant in accordance with the provisions of Section 3.3B, 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.

**O. Contracts.** The Association shall have the power to contract for goods and services for the Common Area or the Association.

**P. Vacancies on Board.** The Board shall have the power to fill vacancies on the Board, except for a vacancy created by the removal of a Director pursuant to Section 4.6 of the Bylaws.

**Q. Delegation.** The Association shall have the power to delegate its authority and powers to committees, Officers, or employees of the Association.

The Association may not, however, delegate the following powers:

- i. file litigation;
- ii. record a lien or foreclose for failure to pay Assessments;

- iii. make capital expenditures;
- iv. impose discipline and levy Expenditures for violations of the Governing Documents; or
- v. hold hearings pursuant to Section 5.1E.

**5.2 LIMITATION ON POWERS OF THE BOARD - PROHIBITED ACTS.** The Board shall not take any of the following actions, without the vote or written consent of a quorum of Members other than Declarant who cast a majority of votes in accordance with the provisions of Section 3.3B:

- A. enter into a contract with a third person for goods or services for the Common Area or the Association for a term longer than one year with the following exceptions:
  - i. a management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration;
  - ii. a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided however, that the term of the contract shall not exceed the shortest term for which the supplier shall contract at the regulated rate;
  - iii. prepaid casualty and/or liability insurance policies of not to exceed three years duration provided that the policy permits short rate cancellation by the insured;
  - iv. lease agreements for laundry room fixtures and equipment of not to exceed five years duration provided that the lessor under the agreement is not an entity in which Declarant has a direct or indirect ownership interest of 10 percent or more;
  - v. agreements for cable television services and equipment or satellite dish television services and equipment of not to exceed five years duration provided that the supplier is not an entity in which Declarant has a direct or indirect ownership interest of 10 percent or more;
  - vi. agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five years duration provided that the supplier or suppliers are not entities in which Declarant has a direct or indirect ownership interest of 10 percent or more.
  - vii. a contract for a term not to exceed three years that is terminable by the Association after no longer than one year without cause, penalty or other obligation upon ninety (90) days written notice of termination to the other party.

**B.** incur aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent of the budgeted gross expenses of the Association for that fiscal year;

**C.** sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent of the budgeted gross expenses of the Association for that fiscal year; or

**D.** pay compensation to Directors or to the Officers of the Association for services performed in the conduct of the Association's business. However, the Board may reimburse a Director or Officer for reasonable expenses incurred in carrying on the business of the Association.

## **ARTICLE 6**

### **Architectural Control**

**6.1 GENERAL.** No building, fence, wall, balcony, screen, patio, tent, awning, carport, improvement, or structure of any kind may be erected or maintained upon the Common Area, nor shall any alteration, modification or improvement be made to the Common Area, until approved in writing by the Board. The approval of the Board shall not be unreasonably withheld. Plans and specifications showing the nature, shape, color, size, materials and location of any improvements, modifications or alterations shall be submitted to the Board for approval as to quality of workmanship, design, harmony of external design with existing structures, and location in relation to surrounding structures.

The Board shall not deny approval of any modification to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons, without good cause. Any such modification or alteration shall be paid for by the person who requests it. However, the Board may condition its approval of such modifications in accordance with the provisions of Civil Code Section 1360.

In the event the Board fails to approve or disapprove plans and specifications within thirty days after they have been submitted, they shall be deemed approved.

Declarant shall not be subject to the approval requirements of this Section 6.1.

**6.2 ANTENNAS.** Installation or use of a video or television antenna, including a satellite dish, ("antenna") shall not be permitted, except as provided below.

An antenna that has a diameter or diagonal measurement of one meter, may be installed under the following circumstances:

- A. The antenna is not visible from any street or the Common Area;
- B. The Owner has applied to and received the prior written approval of the Board, which shall not be unreasonably withheld, as to the location of the antenna;
- C. To the satisfaction of the Board, the Owner has provided for adequate maintenance, repair or replacement of roofs or other building components that may be damaged by the installation, maintenance or use of the antenna; and
- D. To the satisfaction of the Board, the installer of the antenna has agreed to indemnify or reimburse the Association for any loss or damage caused by the installation, maintenance or use of the antenna.

The Board may impose on the Owner any other reasonable restrictions that do not significantly increase the cost of the antenna, including all related equipment, or significantly decrease its efficiency or performance. The Board also may permit the installation of an antenna under less restrictive conditions than those set forth above, subject to conditions approved by the Board if, in the discretion of the Board, the installation is harmonious with the design of the Project.

The issuance of a decision by the Board on the Owner's application to install an antenna shall not be willfully delayed.

## **ARTICLE 7**

### **Use Restrictions for Residential Units**

In addition to all other restrictions contained in this Declaration, the use of the Property and each Residential Unit is subject to the following provisions.

**7.1 CONDOMINIUM USE.** All Residential Units shall be used for residential purposes. No trade or business may be conducted in any Residential Unit except for administrative and professional practice as allowed by local ordinance, and except for use by Declarant in connection with Declarant's sales as provided in Section 7.2 . No tent, trailer, garage or structure of a temporary character may be used at any time as a residence.

**7.2 SALES ACTIVITIES.** Declarant may use any Units in the Project owned by Declarant to conduct sales activities and as sales models until all Units have been sold. In addition, Declarant may use the Common Area to maintain displays and conduct reasonable activities related to sales of the Units. However, Declarant's use of the Common Area shall not interfere with the use of the Common Area by the Owners.



**7.3 USE OF PARKING SPACES.** Parking spaces shall be used solely for parking of bicycles and non-commercial passenger motor vehicles, which means automobiles, station wagons, pickup trucks, motorcycles and light vans. Motor vehicles modified for disabled persons may be parked in the handicap parking spaces. No person shall park a motor vehicle anywhere upon the Property other than his designated parking space or parking areas designated by the Board for temporary parking.

Repair or washing of any motor vehicle shall not be permitted anywhere on the Property, except an emergency repair. Each Owner shall keep his designated parking space neat and clean and shall immediately remove any oil, grease or other waste emitted from his vehicle. No vehicle shall be operated upon the Project which emits extraordinary and offensive levels of exhaust pollution, oil, grease or noise, as such levels may be determined by the Board. Any violation of this Section may be rectified by the Association causing the vehicle to be towed and stored at the Owner's expense, and each Owner, trespasser, licensee, and invitee, shall indemnify, defend and hold the Association, its Board members, officers, manager and employees harmless for any damage to person or property which may result.

Parking spaces P-15 and P-16 are handicap parking spaces. If the Owner of the Unit to which a handicap parking space is appurtenant ("the affected Owner") is not handicapped, the Board temporarily must reassign one of the handicap parking spaces to an Owner of a Unit who becomes handicapped for an extended and continuous period of time, or to a new Owner who is handicapped ("the handicapped Owner") at the written request of the handicapped Owner. The Board, in its absolute and sole discretion, may determine which handicap parking space is reassigned. The affected Owner will be reassigned the parking space the handicapped Owner has the right to use. The right of the handicapped Owner to use the handicap parking space terminates when the handicapped Owner ceases to be handicapped or when the handicapped Owner ceases to occupy a Condominium at the Project. In either of these events, the Board immediately must reassign the vacated handicap parking spaces to the Owner to whom it was originally assigned. Evidence of handicap status shall be by license plate or placard issued by the California Department of Motor Vehicles. The Board shall adopt rules with respect to the use and exchange of parking spaces, including a hearing and opportunity for the affected Owner to be heard and review of evidence of handicap. The right to exchange a non-handicapped parking space for a handicapped parking space will be available to any handicapped Owner on a first-come, first served basis. A van customized for a handicapped driver may be parked in a handicap parking space.

**7.4 NUISANCE.** No person may interfere with the quiet enjoyment of any other resident of the Project, or carry on any activity in any part of the Property which is noxious, illegal, seriously annoying or offensive to a person of reasonable sensibility. No activity may be carried on which causes any insurance policy to be canceled or not renewed, or which will impair the structural integrity of the building.

**7.5 SIGNS.** The following signs may be posted within the Common Area: (i) project identification signs approved by the Board, (ii) signs maintained by Declarant in connection with Declarant's sales

activities, (iii) signs approved by the Board, and (iv) "For Sale" or "For Rent" signs provided they do not exceed five square feet in size. "For Sale" or "For Rent" signs may be posted only on those parts of the Common Area easily viewed by the general public and designated by the Board. All other signs are prohibited in the Common Area.

An Owner may post non-commercial signs, posters, flags and banners made of paper, cardboard, cloth, plastic, or fabric, within his Unit. Signs and posters may not exceed 9 square feet in size and banners and flags may not exceed 15 square feet in size. An Owner may display a flag of the United States of any size made of fabric, cloth or paper on or in the Owner's Unit or Exclusive Use Common Area appurtenant to the Unit. All other signs, posters, flags and banners are prohibited.

**7.6 ANIMALS.** No animals shall be kept in any Residential Unit or Common Area except for a total of two domestic dogs or cats, fish and birds inside bird cages. The following breeds of dogs are prohibited from the Project: Pit Bull, Presa Canario, or any other breed which the Board determines is a potential physical threat to Owners and their pets. Permitted animals shall not be kept, bred, or raised for commercial purposes.

Any dog in the Common Area other than an Exclusive Use Common Area appurtenant to its Owner's Unit shall be leashed. After making a reasonable attempt to notify the Owner, the Association or any Owner may cause any unleashed animal found within the Common Area to be removed to a pound or animal shelter by calling the appropriate authorities. The Owner may, upon payment of all expenses, repossess the animal.

Pet owners shall prevent their pets from soiling the Common Area and shall clean up after their pets immediately in case of accidents. The Association can prohibit the keeping of any animal that in the sole and exclusive opinion of the Board constitutes a nuisance or danger to any other Owner. Each person bringing or keeping a pet upon the Project shall be liable to other Owners, their family members, guests, invitees, tenants, and contract purchasers, and their respective family members, guests, and invitees for any damage to persons or property proximately caused by any pet brought upon or kept upon the Project by that person or by members of his family, his guests, or invitees.

**7.7 GARBAGE DISPOSAL.** All garbage and other waste shall be kept in sanitary containers and regularly removed from the Property. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept only on the portion of the Common Area designated by the Board.

**7.8 RIGHT TO LEASE.** No Owner may rent a Residential Unit for transient or hotel purposes, which shall be defined as:

- A. rental for any period less than thirty days, or

**B.** any rental if the occupants are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service.

Subject to these restrictions, an Owner may lease his Condominium, provided the lease is in writing, is made subject to the Governing Documents, and a copy of the lease is sent to the Association.

An Owner shall be responsible for a tenant's compliance with the Governing Documents.

**7.9 CLOTHES LINES.** No exterior clothes lines may be erected and there may be no outside laundering or drying of clothes.

**7.10 STORAGE.** Any obstruction of the Common Area is prohibited. Nothing may be stored in the Common Area without the prior consent of the Board, except in designated storage areas.

**7.11 WINDOW COVERING.** All window coverings visible from the street or Common Area shall be in a neutral color, unless otherwise approved by the Board.

**7.12 FLOOR COVERING.** Each hallway and room other than the kitchen and bathrooms in all Residential Units shall have carpet and pad or noise deadening materials approved by the Association in eighty percent of its square footage, in order to reasonably reduce noise. An Owner may not remove or replace carpet and pad or other flooring materials installed by Declarant or any other Owner unless the replacement materials have an acoustical insulation value equal or greater than the acoustical value of the flooring materials which have been removed or replaced. Prior to removing or replacing any flooring materials, an Owner must provide to the Association information on the acoustical insulation value of the replacement materials.

## **ARTICLE 8**

### **Use Restrictions for Commercial Unit**

In addition to all other restrictions contained in this Declaration, the use of the Property and the Commercial Unit are subject to the following provisions.

**8.1 COMMERCIAL USE.** The Commercial Unit shall be occupied and used only for commercial purposes by the Owner. "Commercial purposes" shall mean medical services, personal services, business or professional services, educational institutions, residential care facilities, and any other uses permitted by the San Francisco Planning Code or by conditional use. Any other use is prohibited. For purposes of Article 8, "Owner" shall include the lessee, sublessee or assignee of the Owner of the Commercial Unit.

**8.2 ADVERTISING.** The Owner of the Commercial Unit shall not employ an advertising medium which can be heard or seen outside the Unit, including, without limitation, flashing lights, searchlights, loudspeakers, phonographs, radios or television. The Owner of the Commercial Unit

shall not distribute, or cause to be distributed, any handbill or other advertising device in the Common Area or in or on the public sidewalks or streets adjacent to the Project.

**8.3 LEASING OF UNIT.** Except for the restrictions contained in Section 8.1, there shall be no restriction on the right of the Owner of the Commercial Unit to lease its Unit. The Owner of the Commercial Unit may lease the Unit for the uses allowed by Section 8.1 to not more than two tenants. Any lease shall provide that it is subject, in all respects, to the provisions of this Declaration, the Articles, the Bylaws and any rules made by the Board. A copy of the lease shall be given to the Board.

**8.4 NUISANCE.** No person may interfere with the quiet enjoyment of any other Owner or lessee of the Project, or carry on any activity in any part of the Property which is noxious, illegal, seriously annoying or offensive to a person of reasonable sensibility. No activity may be carried on which causes any insurance policy to be canceled or not renewed, or which will impair the structural integrity of any Unit.

**8.5 CUSTOMERS, GUESTS AND LESSEES.** The Owner of the Commercial Unit shall be responsible for compliance by its customers, guests and lessees and the customers and guests of its lessee, with the provisions of this Declaration, the Bylaws, and any rules made by the Board.

**8.6 CHANGE IN COMMERCIAL STATUS.** No change in the commercial status of the Commercial Unit shall be effective unless approved by the Owner of the Commercial Unit and all necessary governmental approvals have been obtained.

**8.7 ANIMALS.** Pets are not permitted in the Commercial Unit.

**8.8 SIGNS.** The Owner of the Commercial Unit shall comply with the provisions of the San Francisco Planning Code regarding signs and awnings. Except as otherwise provided in the San Francisco Planning Code, the Owner of the Commercial Unit may maintain an awning displaying the name of the business conducted in the Unit. In addition, the Owner of the Commercial Unit may maintain one sign. The sign shall be posted in the Unit, or, with the prior written approval of the Board, on the Common Area. The sign shall not have moving or illuminated parts, except with the prior written approval of the Board. The Owner of the Commercial Unit shall maintain its sign and awning at its sole expense.

"For Sale" or "For Rent" signs shall be allowed provided they do not exceed five square feet in size. "For Sale" or "For Rent" signs may be posted only on those parts of the Common Area easily viewed by the general public and designated by the Board.

**8.9 MACHINERY.** No machinery, apparatus or appliance shall be used or operated in the Commercial Unit or on the pad on the roof where equipment for the Commercial Unit is located that will in any manner vibrate or shake the adjoining Units or Common Area of the Project, or cause an unreasonable amount of noise.

**8.10 USE OF PORTIONS OF COMMON AREA.** The Owner of the Commercial Unit, and its customers and guests shall not use any portion of the Project except for the Commercial Unit. Other portions of the Project where use is prohibited by the Commercial Unit include, but are not limited to, the courtyard, elevator, lobbies, corridors, and stairways above the street level of the building. However, in order to dispose of trash and garbage, the Owner of the Commercial Unit shall be permitted access to and from the garbage room through the street level and basement garages. In addition, the Owner of the Commercial Unit may use the pad constructed on a portion of the roof for the water heater, air conditioning system or other equipment required by the Commercial Unit.

**8.11 RESIDENTIAL ACCESS.** In the dropped ceiling of the Commercial Unit are various shut-off valves for pipes that service the Residential Units. In case of emergency or for maintenance and repair purposes, the Board and the Owners of the Residential Units and their contractors, repair persons and agents have access to the shut-off valves.

**8.12 INCLUSION OF RESIDENTIAL RESTRICTIONS.** The provisions of Sections 7.2, 7.4, 7.5, 7.7, 7.9, 7.10 and 7.11 are hereby incorporated into this Article 8 and shall be restrictions on the use of the Commercial Unit.

## **ARTICLE 9**

### **Mortgage Protection Provisions**

**9.1 MORTGAGE PERMITTED; VALIDITY OF MORTGAGE LIEN.** Any Owner may encumber his Condominium with a Mortgage. No breach of any of the covenants, conditions and restrictions nor the enforcement of any lien provisions contained in this Declaration, shall defeat or render invalid the lien of any first Mortgage made in good faith and for value, but all of the 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.

**9.2 NOTICE TO ELIGIBLE MORTGAGE HOLDER.** As used in this Article 9, "eligible mortgage holder", shall mean a first Mortgagee, or the insurer or governmental guarantor of a first Mortgage, who has requested notice of certain actions in accordance with this Section.

Upon written request to the Association, identifying the name and address of the eligible mortgage holder, and the Condominium number and address, an eligible mortgage holder shall be entitled to timely written notice of the following:

- A.** Any condemnation loss or any casualty loss that effects a material portion of the Project or any Condominium on which there is a Mortgage held, insured, or guaranteed by an eligible mortgagee holder;

**B.** Any delinquency in the payment of Assessments or Expenditures owed by an Owner subject to a Mortgage held, insured, or guaranteed by an eligible mortgage holder which remains uncured for a period of sixty (60) days;

**C.** Any default in the performance of an obligation under the Governing Documents by an Owner subject to a Mortgage held, insured, or guaranteed by an eligible mortgage holder which remains uncured for a period of sixty (60) days;

**D.** Any lapse, cancellation or material modification of an insurance policy or fidelity bond maintained by the Association; or

**E.** Any proposed action which would require the consent of eligible mortgage holders.

Any failure by the Association to give such notice of default shall not in any event relieve the Owner of responsibility to cure the default or prevent the Association from enforcing the performance of the defaulted obligations by any of the procedures provided for in the Governing Documents.

**9.3 NOTICE OF CONDEMNATION OR DESTRUCTION.** In the event of the total or substantial destruction of the Project or the commencement of eminent domain proceedings or other acquisition procedures by a condemning authority against the Project or any portion of it, Mortgagees of first Mortgages shall be given timely written notice of such destruction or proceedings.

**9.4 LIMITATION ON RIGHT OF FIRST REFUSAL.** The right of an Owner to sell, transfer, or otherwise convey his Condominium shall not be subject to any right of first refusal or any similar restriction in favor of the Association. In the event there is permitted a right of first refusal in favor of any other person or entity, it shall not impair the rights of a Mortgagee of a first Mortgage to foreclose or take title to a Condominium pursuant to the remedies provided in the Mortgage, accept a deed (or assignment) in lieu of foreclosure in the event of a default by the Mortgagor, or sell or lease a Condominium acquired by the first Mortgagee.

**9.5 PRIORITY AS TO PROCEEDS AND AWARDS.** No Owner and no other party shall have priority over any rights of a Mortgagee pursuant to its Mortgage in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Area.

**9.6 CONSENT BY MORTGAGEES TO AMENDMENTS.** Without the vote or prior written consent of sixty-seven percent (67%) of the total voting power for the Association (based on one vote for each Condominium encumbered, unless a higher percentage of voting power is specifically required elsewhere in this Declaration), and the approval of fifty-one percent (51%) of eligible mortgage holders, the Association shall not amend any material provisions of the Governing Documents which establish, provide for, govern or regulate any of the following:

**A.** Voting rights;

- B. Increases in assessments that increase the previously assessed amount more than twenty-five percent (25%), assessment liens or priority of such liens;
- C. Reductions in reserves for maintenance, repairs and replacement of the Common Area;
- D. Hazard or fidelity insurance requirements;
- E. Reallocation of interests in or rights to use the Common Area or Exclusive Use Common Area;
- F. Responsibility for maintenance and repair of the Project;
- G. Expansion or contraction of the Project or the additions, annexation or withdrawal of property to or from the Project;
- H. Redefinition of boundaries of any Unit;
- I. Convertibility of Units into Common Area or of Common Area into Units;
- J. Imposition of any restrictions on the leasing of Units;
- K. Imposition of any right of first refusal or any other restriction on the right of an Owner to sell, transfer, or otherwise convey his Condominium;
- L. Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents;
- M. Any provisions which are for the express benefit of mortgage holders, insurers or guarantors.

**9.7 CHANGES REQUIRING ADDITIONAL FIRST MORTGAGEE APPROVAL.** Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Area, unless at least sixty-seven percent (67%) of all Owners or first Mortgagees (based on one vote for each Condominium encumbered) have given their prior written approval, neither the Association nor the Owners shall:

- A. By act or omission, seek to abandon or terminate the Project;
- B. Change the pro rata interest or obligations of any Condominium for purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share of ownership of each Condominium in the Common Area;

C. Partition or subdivide any Condominium;

D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other public purposes consistent with the intended use of said areas by the Association or the Owners shall not be deemed a transfer within the meaning of this clause); or

E. Use hazard insurance proceeds for losses to the Property (whether to Units or Common Area) for other than the repair, replacement or reconstruction of the Property except as provided by statute in case of substantial loss of the Units or Common Area.

**9.8 CONSENT TO TERMINATE LEGAL STATUS OF PROJECT.** Any action to terminate the legal status of the project after substantial destruction or condemnation occurs shall require the vote or prior written consent of sixty-seven percent (67%) of the total voting power of the Association (unless a higher percentage of voting power is specifically required elsewhere in this Declaration) and the approval of fifty-one percent (51%) of eligible mortgage holders (based upon one vote for each Condominium encumbered). Any action to terminate the legal status of the project for reasons other than substantial destruction or condemnation shall require the vote or prior written consent of sixty-seven percent (67%) of the total voting power of the Association (unless a higher percentage of voting power is specifically required elsewhere in this Declaration) and the approval of sixty-seven percent (67%) of eligible mortgage holders (based upon one vote for each Condominium encumbered).

**9.9 SUBORDINATION; FORECLOSURE OF ASSESSMENT LIENS.** Any lien created or claimed under the provisions of this Declaration is subject and subordinate to the rights of any first Mortgagee with a first Mortgage that encumbers a Condominium. No such lien shall in any way defeat, invalidate or impair the obligation or priority of a first Mortgage unless the Mortgagee expressly subordinates its interest to such lien in writing. Each holder of a first Mortgage who obtains title to a Condominium pursuant to a foreclosure proceeding shall not be liable for unpaid Assessments and charges against the Condominium which accrued prior to the acquisition of it by the first Mortgagee. However, such first Mortgagee shall be liable for any Assessments becoming due after the date of the transfer. Subsequently levied Assessments may include previously unpaid Assessments provided all Owners are required to pay their proportionate share of the previously unpaid Assessments.

**9.10 LIEN ON INDIVIDUAL UNIT.** All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Condominiums and not to the Project as a whole.

**9.11 RIGHTS TO INSPECT, RECEIVE STATEMENTS, ATTEND MEETINGS.**

A. All Owners and lenders, and all holders, insurers or guarantors of any first Mortgage shall be entitled to inspect current copies of the Declaration, Bylaws, the Association rules and any



other rules concerning the Project and the books, records and financial statements of the Association. Such inspection shall be upon request, during normal business hours or under other reasonable circumstances.

**B.** An eligible mortgage holder shall be entitled to have an audited financial statement for the immediately preceding fiscal year of the Association prepared at its expense if one is not otherwise available, and the Association shall make its records available for such purpose in accordance with Section 9.11A. If such a financial statement had already been prepared for the Association, it shall be furnished to the eligible mortgage holder without charge within 120 days of the Association's fiscal year end.

**C.** Any first Mortgagee shall, upon written request to the Association, be entitled to receive written notice of all annual and special meetings of the Association, and first Mortgagees shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; provided, however, nothing contained in this Section shall give a first Mortgagee the right to call a meeting of the Association or of the Members for any purpose or to vote at any such meeting.

**9.12 DEEMED APPROVAL.** For purposes of this Article 9, any Mortgagee who receives a written request to approve additions or amendments to the Governing Documents and who does not deliver or post with the Association a negative response within thirty (30) days, shall be deemed to have approved such request, provided the request was delivered by certified or registered mail, "return receipt" requested.

## **ARTICLE 10**

### **Insurance, Destruction of Project, Condemnation**

#### **10.1 INSURANCE COVERAGE.**

**A.** The Association shall acquire and maintain the following insurance coverage:

**i. Fire and Casualty.** A master policy of fire and casualty insurance covering the Project and the Property, providing multi-peril coverage endorsement and coverage for such other risks as are commonly covered with respect to projects similar to the Project in construction, location and use, or such other fire and casualty insurance as the Board determines gives substantially equal or greater protection. Coverage shall be in an amount equal to the full replacement value of the Project and shall include an agreed amount or equivalent endorsement. The policy shall be in a form and from an insurance carrier satisfactory to the Board and to any first Mortgagee who inquires of the Association as to the acceptability of any policy;

**ii. Comprehensive Public Liability.** Comprehensive public liability coverage insuring against such risks as are customarily covered with respect to projects similar to the Project in construction, location and use, against liability to the public, or to any Owner, his tenants and invitees, incident to the ownership and use of the Project. Coverage under the policy shall not be less than two million dollars (\$2,000,000.00) per occurrence. The policy shall be issued on a comprehensive liability basis and provide cross-liability endorsements so the rights of any named insured under the policy shall not be prejudiced in an action against another named insured;

**iii. Worker's Compensation Insurance.** Worker's compensation insurance to the extent necessary to comply with any applicable law; and

**iv. Fidelity Bond.** If required by any institutional lender, a fidelity bond or policy of insurance against dishonest acts on the part of any person entrusted with or permitted to handle funds belonging to or administered by the Association, including a professional manager and his employees, naming the Association as the insured. The bond or insurance shall be in an amount not less than one and one-half times the estimated annual operating expenses plus accumulated reserves of the Association.

**v. Director and Officer Liability Insurance.** To the extent it is reasonably available, the Association shall purchase and maintain insurance in the amount of not less than five hundred thousand dollars (\$500,000.00) or such greater amount as the Board deems reasonable on behalf of any director, officer or member of a committee of the Association against any liability asserted against or incurred by any of these persons in their capacity or arising out of their status as agents of the Association, regardless of whether the Association has the power to indemnify these persons against liability under applicable law or the bylaws.

**vi. Insurance Required by Certain Lenders.** Notwithstanding the foregoing or any other provision of this Declaration, in the event the casualty, boiler or machinery, liability insurance and fidelity bond requirements established for condominium projects by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC") are greater than those insurance and fidelity bond requirements specified in this Declaration, the FNMA or FHLMC requirements, whichever are greater, shall be maintained by the Association. This requirement as to FNMA or FHLMC shall remain so long as FNMA or FHLMC is a Mortgagee, Insurer or Guarantor of a Mortgage, or an Owner of a Condominium within the Development; provided however, to the extent such coverage is not available or has been modified or waived in writing by FNMA or FHLMC, it need not be obtained.

**B. Review of Policies.** All policies of insurance shall be reviewed at least annually and adjusted, if necessary, to provide such coverage and protection as the Association may deem prudent or as reasonably required by any first Mortgagee.

**C. Owner's Insurance.** Each Owner shall insure his personal property and the improvements added to his Unit. Each Owner shall obtain liability insurance for the interior of his Unit.

**D. General Policy Provisions.** Each insurance policy obtained by the Association shall name as insureds the Association, as trustee for the Owners, and the Owners and shall provide that coverage may not be canceled or substantially changed without at least thirty days' prior written notice to the Association, each Owner, and his first Mortgagee. Each policy shall contain a waiver of subrogation by the insurer as to all claims against the Association, Declarant, the Owners and their agents, employees and tenants. Each policy shall also contain a waiver of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

**E. Additional Insurance.** Nothing in this Section restricts or prohibits the Board from maintaining additional policies of insurance as it, in its discretion, deems necessary or reasonable, or as reasonably required by any first Mortgagee.

## **10.2 DAMAGE OR DESTRUCTION OF PROJECT.**

**A. Damage to a Single Unit.** If a single Unit within the Project is damaged by a casualty which is covered by insurance, the insurance proceeds shall be paid to the Owner of the Unit and his Mortgagee according to their respective interests in the Condominium. The insurance proceeds shall be used to rebuild and repair the Unit. If the proceeds are insufficient to complete the work, the Owner shall pay whatever additional sums may be necessary to complete the rebuilding and repair. If a single Unit within the Project is damaged by a casualty which is not covered by insurance, the entire cost of repairing and rebuilding the Unit shall be paid by the Owner.

**B. Damage to Two or More Units or Common Area.** If the damage extends to two or more Units or any part of the Common Area, the following procedures shall be employed for disposition of insurance proceeds and guidance in reconstruction:

**i. Minor Casualty.** If the available insurance proceeds initially offered or paid by the insurer exceed ninety percent (90%) of the cost of repairing or rebuilding, the insurance proceeds shall be paid to a bank, savings and loan association, or another trustee designated by the Board ("insurance trustee"). The Board, on behalf of the Association and the Owners, shall enter into an insurance trust agreement, consistent with this Declaration, with the insurance trustee, relating to its powers, duties and compensation. The Board shall promptly contract to repair and rebuild the damaged

portions of all Units and the Common Area. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall levy a Special Assessment on all Owners, subject to the provisions of this Declaration governing Special Assessments and membership approval of them.

**ii. Major Casualty.** If subparagraph 10.2B.i. is inapplicable, (including inapplicability due to the fact that the damage is uninsured) then the following shall apply:

a. Any insurance proceeds shall be paid to the insurance trustee and held for the benefit of the Owners and their Mortgagees, according to their respective interests in the Condominiums.

b. The Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project. The Board shall promptly call a special meeting of the Owners to consider the bids. The Board may also obtain an estimate from the insurance carrier of the work it will perform for the amount of the insurance coverage. If the Board fails to do the above within sixty days after the casualty occurs, any Owner may obtain the contractors' bids or insurance estimate and call and conduct the meeting to consider the bids. Failure by the Board and the Owners to call a meeting or to repair the casualty damage within twelve months from the date the damage occurred shall be deemed a decision not to rebuild the damaged or destroyed improvements. At the meeting, the Owners may vote to reject all bids or estimates and not rebuild. A vote of fifty-one percent (51%) of each class of Members shall be required to reject all bids or estimates. Failure to reject all bids and estimates shall authorize the Board to accept the unrejected bid it considers most favorable, unless acceptance of that bid would require the levy of a Special Assessment. In that case, the acceptance shall only be granted following membership approval of the Special Assessment pursuant to Section 4.4. If membership approval of the Special Assessment is not obtained, the bid shall be deemed to have been rejected.

c. If a bid or estimate is accepted, the Board shall levy a Special Assessment on all Owners to make up any deficiency between the total insurance proceeds and the cost of the repairs or rebuilding. The Assessment and all insurance proceeds, whether or not subject to liens of Mortgagees, shall be paid to the insurance trustee to be used for the rebuilding.

d. Upon an election not to rebuild, the Association, as agent, shall promptly sell the entire Project, in its then condition, on terms satisfactory to the Board. For the purposes of effecting a sale under this Section, 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. This Declaration shall then terminate. The net proceeds and all funds held by the insurance trustee shall be distributed to the Owners and their respective Mortgagees proportionately, according to the respective fair market values of the Units at the time of the destruction as determined by a qualified independent appraiser with an M.A.I. certificate or the equivalent. The appraiser shall be selected by the Board. The Association shall pay the cost of the appraisal. If the Association fails promptly to sell the Project, any Owner may bring an action for judicial partition of the tenancy in common ownership of the Project.

**C. Standards for Rebuilding and Repair.** All reconstruction of the Project shall be made in accordance with the conditions existing immediately prior to the damage, modified to comply with building codes and construction standards in effect at the time of the rebuilding.

**D. Full Insurance Settlement.** Notwithstanding any provision to the contrary, if the insurance carrier offers the full amount required to repair and restore all of the damage, then the Board must contract to repair and rebuild the damaged portions of all Units and the Common Area in the manner provided in Section 10.2B.i. for a minor casualty.

**E. Emergency Repairs.** Without waiting to obtain insurance settlements or bids, the Board may undertake emergency repair work as it deems necessary.

**F. Notice of Damage or Destruction.** Within sixty days after damage or destruction occurs, the Board or, if it does not, any Owner, Mortgagee, the insurer or the insurance trustee, shall record in the Recorder's Office of the County of San Francisco, California, a sworn declaration setting forth a description of the damage or destruction, the name of the insurer against whom the claim is made, the name of the insurance trustee and that the sworn declaration is recorded pursuant to this Section of the Declaration.

**10.3 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, or part thereof. In the event of a taking or acquisition of part or all of the Common Area 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 a taking of any Condominium in the Project by eminent domain, the Owner shall be entitled to receive the award. After acceptance of the award, the Owner and his Mortgagee shall be divested of all interest in the Project. The remaining Owners shall decide by majority vote whether to rebuild the Project or take other action. If the Owners decide to rebuild the Project, the remaining portion of the Project shall be resurveyed, of necessary, and the Declaration shall be amended to readjust proportionately the

percentages of undivided interest of the remaining Owners. If the Owners decide not to rebuild the Project, the Project shall be sold in accordance with the procedure set forth in Section 10.2B.ii.d. An award for a taking which extends to two Condominiums or the Common Area shall be apportioned among the Owners according to a court judgment or agreement between the condemning authority and each of the Owners. In the absence of such an apportionment, the award shall be distributed among the Owners and their respective Mortgagees according to the relative values of the Condominiums affected as determined by independent appraisal in accordance with the procedure set forth in Section 10.2B.ii.d.

## **ARTICLE 11**

### **General Provisions**

**11.1 MANDATORY BINDING ARBITRATION.** Any disputes, claims, issues or controversies between any Owner and Declarant, or between the Association and Declarant regarding any matters other than latent or patent construction defects that arise out of or are in any way related to the Project, the relationship between Owner and Declarant or the relationship between the Association and Declarant, whether contractual or not, including, but not limited to, the agreement between Declarant and any Owner to purchase a Condominium or any related document, such as warranties or disclosures, shall be resolved through neutral, binding arbitration and not by any court action except as provided for judicial review of arbitration proceedings by California law. Any disputes, claims, issues or controversies between the Association and an Owner or between Owners also shall be resolved through neutral, binding arbitration and not by any court action except as follows: for judicial review of arbitration proceedings by California law; foreclosure of a delinquent assessment lien; or any claim solely for monetary relief which is within the jurisdiction of a probate or small claims court.

An action for construction defects is exempt from this section but is subject to the dispute resolution provisions of Civil Code Sections 910 through 938 where an election to proceed under those sections has been made.

Except as otherwise set forth in this Section, the arbitration proceedings shall be conducted by and in accordance with the Streamlined or Comprehensive Rules and Regulations of Judicial Arbitration and Mediation Services, Inc. (JAMS) or any successor to them. Any fee to initiate the arbitration shall be paid by Declarant, but the arbitration costs and fees, including any initiation fee, ultimately shall be borne as determined by the arbitrator. The venue of the arbitration proceedings shall be in the county in which the Project is located, unless the parties agree to a different location. The arbitrator shall be appointed within sixty days of the receipt of a written request to arbitrate the dispute by JAMS. In selecting the arbitrator, the provisions of Section 1297.121 of the Code of Civil Procedure shall apply. An arbitrator may be challenged for any of the grounds listed in that Section or in Section 1297.124 of the Code of Civil Procedure. The arbitrator shall be authorized to provide

all recognized remedies available in law or equity in resolution of any dispute between the parties. However, the arbitrator shall not have the authority to award punitive damages.

**11.2 TERM.** This Declaration shall continue for a term of fifty years from the date it is recorded, except as provided in Sections 10.2 and 10.3. After that fifty year period, this Declaration shall be extended automatically for successive periods of ten years, unless two-thirds of the Owners vote to change the Declaration or to terminate it, and an instrument in writing to that effect is recorded within the year preceding the beginning of the next period of ten years.

**11.3 AMENDMENTS.** This Declaration may be amended by an instrument in writing signed and acknowledged by the President or the Secretary of the Association certifying under penalty of perjury that the amendment was adopted with the required vote or written consent of the Members. The Declaration may be amended only by the vote or written consent of a majority of the voting power of the Association excluding the Declarant, in accordance with the provisions of Section 3.3B. Any amendment which affects some but not all of the Condominiums shall also require the vote or written consent of a majority of the Owners of the Condominiums affected by the amendment, in accordance with the provisions of Section 3.3B. Where a greater percentage than a majority is required to amend any provision of this Declaration, amendment of that provision shall require the vote or written consent of the prescribed percentage of the Members of the Association excluding Declarant, subject to the provisions of Section 3.3B. Any amendment must be recorded and shall become effective only upon being recorded in the Recorder's Office of the County of San Francisco. No amendment shall adversely affect the rights of the holder of any Mortgage of record recorded prior to the amendment. This Declaration may also be amended in accordance with the provisions of Civil Code Section 1356.

**11.4 OWNER'S RIGHT TO IMPROVE AND OBLIGATION TO MAINTAIN AND REPAIR.**

An Owner may make any improvements or alterations within his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Project. Each Owner shall maintain his Unit in good condition and repair at his own expense. Each Owner shall keep the Exclusive Use Common Areas appurtenant to his Unit clean and neat. Each Owner has the exclusive right to paint, plaster, panel, tile, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his Unit. Each Owner shall be responsible for repair and replacement of window glass in the windows of his Unit. Each Owner shall maintain the interior of window frames and clean interior window glass. If an Owner fails to maintain the interior of his Unit or the Exclusive Use Common Areas appurtenant to his Unit in a manner necessary to preserve the appearance, value and sanitation of the Property, the Board may notify the Owner of the work required and request it be done within sixty days from the date of the notice. If the Owner fails to comply with the notice, the Board shall enter the Unit pursuant to Section 5.1J, cause the work to be done, and levy an Expenditure against the Owner for the cost of the work.

**11.5 OWNER'S COMPLIANCE.** Each Owner shall comply with the provisions of this Declaration, the Articles, the Bylaws, the rules and regulations, and the decisions and resolutions of the Association.

All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration, the Articles or the Bylaws, shall be binding on all Owners, their successors and assigns.

**11.6 NOTICES.** Any notice permitted or required by the Governing Documents may be delivered either personally or by first-class or registered mail. If delivery is by mail, the notice shall be deemed delivered seventy-two hours after a copy of it has been deposited in the United States mail, postage prepaid, addressed to each Owner at the current address given by him to the Secretary of the Board or addressed to the Unit of the person if no address has been given to the Secretary.

**11.7 FAIR HOUSING.** No Owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing, or occupancy of his Unit to any person of a specified race, color, religion, ancestry, national origin, sex, marital status or physical disability.

**11.8 SINGULAR AND PLURAL.** The singular and plural number and masculine, feminine and neuter gender shall each include the other where the context requires.

**11.9 STATUTORY REFERENCES.** References to particular statutes of the State of California shall include any amendment of the statute. If a particular statute is repealed, reference to the statute shall include another statute which thereafter governs the same subject.

**11.10 SEVERABILITY OF PROVISIONS.** The provisions of this Declaration shall be independent and severable, and the invalidity or unenforceability of one shall not affect the validity or enforceability of the others.

**11.11 CONSTRUCTION OF PROVISIONS.** The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a condominium project pursuant to the provisions of Section 1350 et seq. of the California Civil Code.

**11.12 INCONSISTENCY IN DEFINITIONS.** If there are any inconsistencies in the definitions contained in the Declaration and the notes on the Map or the Condominium Plan, the definitions contained in the Declaration shall control.



Declarant has executed this Declaration on 6/6/2005

270 Valencia Street, LLC, a California limited liability company

By: Brian F. Spiers  
Brian F. Spiers, managing member

STATE OF CALIFORNIA

COUNTY OF ~~California~~ San Francisco

} SS.

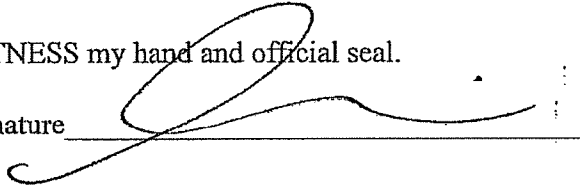
On 6/6/05, before me, Lisa Ann Lefaive, personally appeared

Brian F. Spiers

personally known to me (or 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.

WITNESS my hand and official seal.

Signature



**DECLARATION FOR**  
**270 & 280 Valencia Street and 17 Brosnan Street**  
**A RESIDENTIAL / COMMERCIAL CONDOMINIUM PROJECT**  
**EXHIBIT "A"**

ALL that certain real property, as shown on that certain map entitled "Parcel Map of 270-284 Valencia Street, a Residential/Commercial Condominium Project, Being a Subdivision of Lot 09, Assessor's Block No. 3533, San Francisco, California," which map was filed for record in the Office of the Recorder of the County of San Francisco, State of California, on October 14, 2005, in Book 92 of Condominium Maps at pages 61 through 62, inclusive.

When recorded please return to:

Herzig & Berlese  
414 Gough Street, Suite 5  
San Francisco, CA 94102

CONSENT AND SUBORDINATION

The undersigned, Bank of Marin, as Beneficiary, under that certain Deed of Trust dated October 3, 2003, recorded October 22, 2003, as Document No. 2003-H569401-00 (the "Deed of Trust"), in the Official Records of the County of San Francisco, State of California, executed by Brian F. Spiers and Debi M. Spiers, as Trustor, with Peelle Financial Corporation, a California Corporation, as Trustee, does hereby consent to the execution and recordation of the attached Declaration of Restrictions and Condominium Plan for 270 & 280 Valencia Street and 17 Brosnan Street and does hereby subordinate the Deed of Trust to the Declaration and Condominium Plan to the same extent and with the same force and effect as if said Declaration and Condominium Plan had been executed and recorded prior to the execution and recordation of the Deed of Trust.

The undersigned has executed this Consent and Subordination this 13th day of June, 2005.

Beneficiary: Bank of Marin

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Capacity: \_\_\_\_\_

By: Michael Burke

Print Name: MICHAEL BURKE

Print Capacity: VICE PRESIDENT

STATE OF CALIFORNIA

COUNTY OF

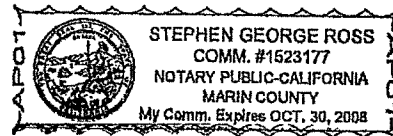
Marin

} SS.

On June 13, 2005, before me, Stephen George Ross, personally appeared Emily DiLawa and Michael Burke personally known to me (~~or 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.

WITNESS my hand and official seal.

Signature Stephen George Ross



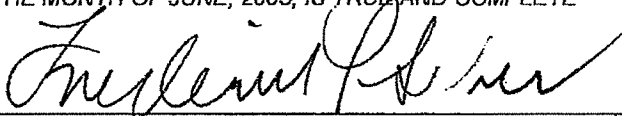
**EXHIBIT "B"**  
**A MIXED-USE CONDOMINIUM PLAN FOR**  
**270 AND 280 VALENCIA STREET AND**  
**17 BROSAN STREET**  
SAN FRANCISCO, CALIFORNIA  
ASSESSOR'S BLOCK 3533, LOT 9

BEING ALL THAT CERTAIN REAL PROPERTY IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP 270 AND 280 VALENCIA STREET AND 17 BROSAN STREET, A 29 UNIT MIXED-USE CONDOMINIUM PROJECT", FILED FOR RECORD OCTOBER 14, 2005, IN BOOK 92 OF CONDOMINIUMS, PAGES 61-62, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

**SURVEYOR'S STATEMENT:**

I, THE UNDERSIGNED, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, AND THIS CONDOMINIUM PLAN CONSISTING OF 11 SHEETS WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAN TRULY REPRESENTS THE BOUNDARIES AND ELEVATIONS OF THE PARCELS AND COMMON AREA. I ALSO STATE THE SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE, 2005, IS TRUE AND COMPLETE AS SHOWN.

DATED 10-20-05

BY:   
FREDERICK T. SEHER  
LICENSED LAND SURVEYOR NO. 6216  
EXPIRATION DATE: MARCH 31, 2006



**GENERAL NOTES:**

1. THE SUBDIVISION DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT.
2. **UNITS.** EACH UNIT CONSISTS OF THE SPACE BOUNDED BY AND CONTAINED WITHIN THE INTERIOR UNFINISHED SURFACES OF THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS, AND DOORS. EACH UNIT ALSO INCLUDES ALL FIXTURES, APPLIANCES, AIR HEATING, AIR CONDITIONING, WATER HEATING EQUIPMENT, ALARM SYSTEM AND VENTILATION FANS, AND THE OUTLETS THEREOF, WHEREVER LOCATED, WHICH ARE PART OF A DISCRETE AND COMPLETE SYSTEM INTENDED TO SERVE ONLY THE UNIT.
3. **COMMON AREA.** THE COMMON AREA MEANS THE ENTIRE PROPERTY EXCEPT FOR THE UNITS. THE COMMON AREA INCLUDES, BUT IS NOT LIMITED TO ALL STAIRCASES (EXCEPT STAIRCASES CONNECTING LEVELS WITHIN ONE UNIT), LIGHT WELLS, ROOFS, FOUNDATIONS, BEARING WALLS, COLUMNS AND GIRDERS, ALL REGARDLESS OF THE LOCATION WITHIN THE PROPERTY.
4. DIMENSIONS SHOWN AND ELEVATIONS NOTED ON THE CONDOMINIUM PLANS ARE INTENDED TO BE THE UNFINISHED INTERIOR SURFACES OF THE WALLS, FLOORS AND CEILINGS.
5. BUILDING WALLS OF THE UNITS ARE AT NINETY DEGREES AND WALLS ARE 0.6 FEET THICK UNLESS OTHERWISE INDICATED. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
6. THE AREAS ENTITLED "P-1" THROUGH "P-28" ARE EXCLUSIVE USE EASEMENT AREAS FOR PARKING PURPOSES AND SHALL BE GRANTED AS AN APPURTENANCE TO PARTICULAR UNIT.
7. THE AREAS ENTITLED "PATIO-204", "PATIO-205" AND "PATIO-206" ARE EXCLUSIVE USE EASEMENT AREAS FOR PATIO PURPOSES AND SHALL BE GRANTED AS AN APPURTENANCE TO THE CORRESPONDINGLY NUMBERED UNIT. THE VERTICAL LIMITATIONS SHALL BE THE SAME AS THE ADJOINING UNIT.
8. THE AREAS ENTITLED "D-3", "D-4", "D-4-A", "D-501" AND "D-503" ARE EXCLUSIVE USE EASEMENT AREAS FOR DECK PURPOSES AND SHALL BE GRANTED AS AN APPURTENANCE TO THE CORRESPONDINGLY NUMBERED UNIT. THE VERTICAL LIMITATIONS SHALL BE THE SAME AS THE ADJOINING UNIT.
9. THE AREAS ENTITLED "S-2", AND "S-4" THROUGH "S-17" ARE EXCLUSIVE USE EASEMENT AREAS FOR STORAGE PURPOSES AND SHALL BE GRANTED AS AN APPURTENANCE TO A PARTICULAR UNIT.

**EXHIBIT "B"**  
**A MIXED-USE CONDOMINIUM PLAN FOR**  
**270 AND 280 VALENCIA STREET AND**  
**17 BROSAN STREET**  
SAN FRANCISCO, CALIFORNIA  
ASSESSOR'S BLOCK 3533, LOT 9

**GENERAL NOTES CONTINUED:**

10. THE AREAS ENTITLED "S-1" AND "S-3" ARE EXCLUSIVE USE EASEMENT AREAS FOR STORAGE PURPOSES AND SHALL BE GRANTED AS AN APPURTENANCE TO THE CORRESPONDINGLY NUMBERED UNIT.
11. FOR PERCENTAGE OF UNDIVIDED INTEREST IN THE OWNERSHIP OF THE COMMON AREA, SEE EXHIBIT "C", SHEET 11.
12. ELEVATIONS SHOWN HEREON WERE OBTAINED FROM A GROUP OF CITY BENCHMARKS, LOCATED AT THE INTERSECTION OF 14<sup>TH</sup> AND GUERRERO STREETS, ELEVATIONS ARE BASED ON CITY OF SAN FRANCISCO DATUM. CC 40'S, + CUT N END CENTER ISLAND. ELEVATION = 44.958 FEET.
13. BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS ON VALENCIA AND BROSAN STREETS ARE ALLOWED BY BUILDING PERMITS AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE OF SAN FRANCISCO. THIS DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE PROPERTY UNIT OWNER.

**EXHIBIT "B"**  
**A MIXED-USE CONDOMINIUM PLAN FOR**  
**270 AND 280 VALENCIA STREET AND**  
**17 BROSAN STREET**  
 SAN FRANCISCO, CALIFORNIA  
 ASSESSOR'S BLOCK 3533, LOT 9

**OWNER'S STATEMENT:**

WE HEREBY STATE THAT WE ARE THE ONLY OWNERS OF AND HOLDERS OF SECURITY INTEREST OR HAVE SOME RECORD TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITH THE SUBDIVISION SHOWN UPON THE ATTACHED CONDOMINIUM PLAN; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF SAID CONDOMINIUM PLAN AND SUBDIVISION AS SHOWN; THAT SAID CONDOMINIUM PLAN CONSTITUTES AND CONSISTS OF CERTIFIED DIAGRAMMATIC FLOOR PLANS WITHIN THE MEANING OF PARAGRAPH 1351(E) OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID CONDOMINIUM PLAN PURSUANT TO CHAPTER 1, TITLE 6, PART 4, DIVISION SECOND OF THE CIVIL CODE OF THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF WE HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS DAY OF Sept 26, 2005.

270 Valencia Street LLC, a California limited liability company

OWNER(S): Brian Spiers

BY: \_\_\_\_\_

PRINT NAME: Brian Spiers

PRINT CAPACITY: MANAGING MEMBER 270 Valencia LLC

**OWNER'S ACKNOWLEDGEMENT:**

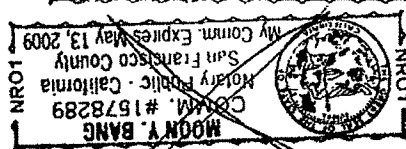
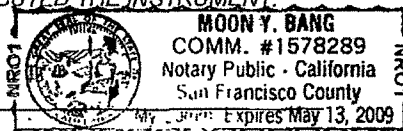
STATE OF CALIFORNIA \_\_\_\_\_ )SS  
 COUNTY OF San Francisco )SS  
 ON 9/26/05 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE,  
 PERSONALLY APPEARED Brian Spiers

PERSONALLY KNOWN TO ME (OR 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.

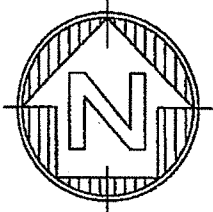
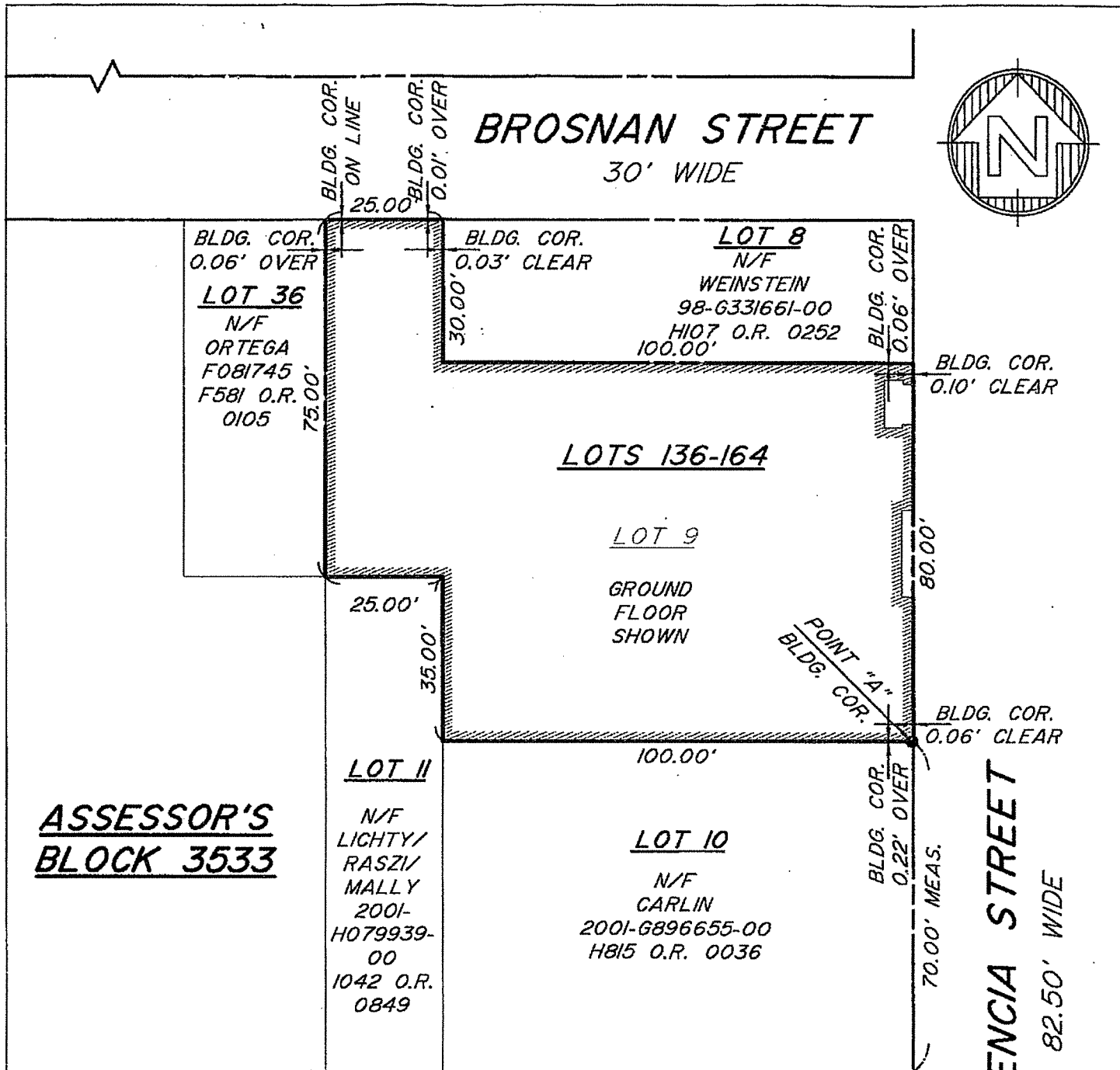
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: [Signature] (SEAL)

PRINT NAME: Moon Y. Bang







**ASSESSOR'S  
BLOCK 3533**

**14TH STREET**  
64' WIDE

**VALENCIA STREET**  
82.50' WIDE



**LEGEND:**  
N/F NOW OR FORMERLY

DRAWN  
MO  
SURVEY:  
JWW  
CHECKED  
KSA



**Frederick T. Seher & Associates**  
PROFESSIONAL LAND SURVEYORS  
841 LOMBARD STREET, SAN FRANCISCO, CA  
PHONE (415) 921-7690 FAX (415) 921-7655

270 & 280 VALENCIA ST. & 17 BROSANAN ST.  
ASSESSOR'S BLOCK 3533, LOT 9  
CONDOMINIUM PLANS

JOB NO. 811-04 DATED: OCT, 2005

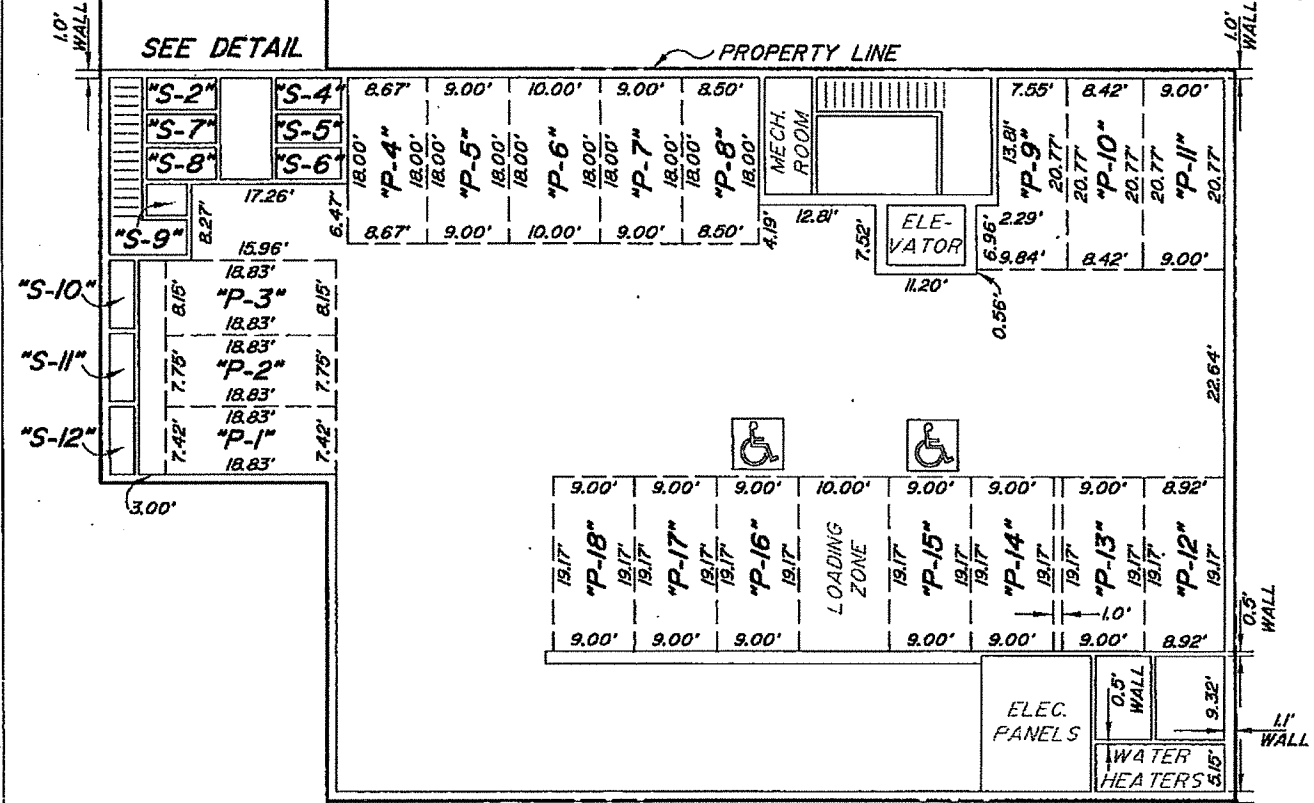
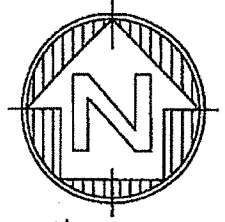
SCALE: 1" = 30'

SHEET NO. 4 OF 11

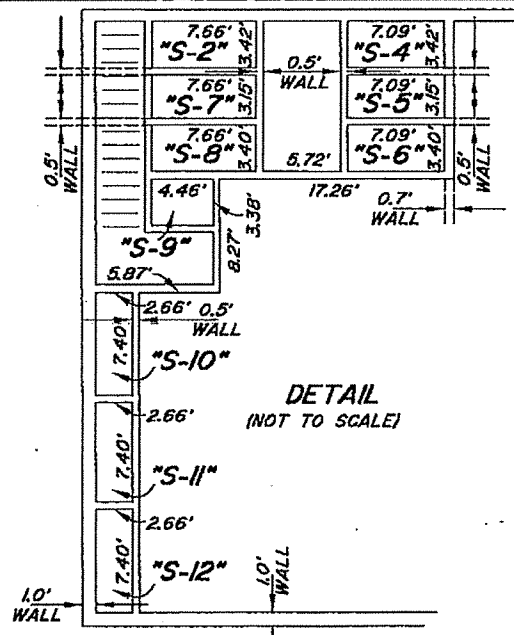
# BROSNAN STREET

## BASEMENT LEVEL

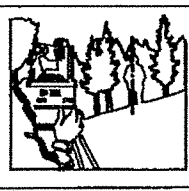
LOWERMOST ELEVATION = 20.15'  
UPPERMOST ELEVATION = 30.37'



VALENCIA STREET



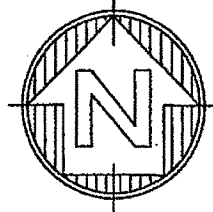
DRAWN NO  
SURVEY: JWW  
CHECKED KSA



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JOB NO. 811-04 DATED: OCT, 2005

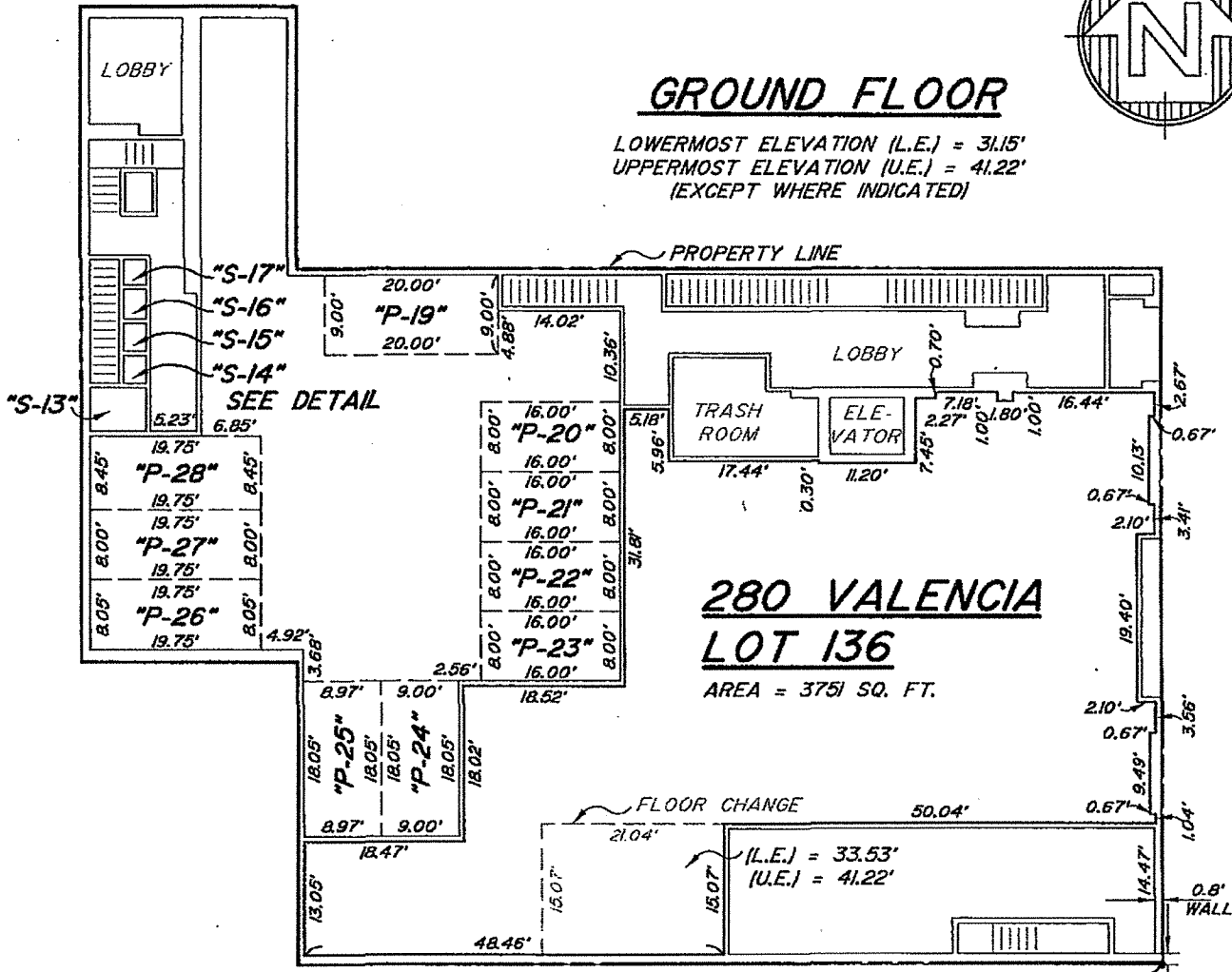
270 & 280 VALENCIA ST. & 17 BROSNAN ST.  
ASSESSOR'S BLOCK 3533, LOT 9  
CONDOMINIUM PLANS  
SCALE: 1" = 20'  
SHEET NO. 5 OF 11

# BROSNAN STREET



## GROUND FLOOR

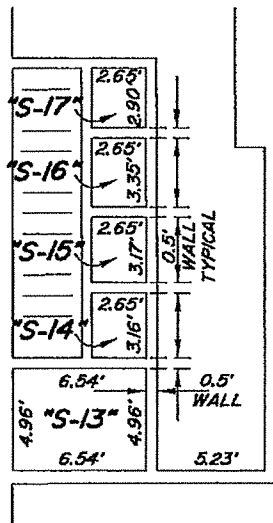
LOWERMOST ELEVATION (L.E.) = 31.15'  
 UPPERMOST ELEVATION (U.E.) = 41.22'  
 (EXCEPT WHERE INDICATED)



## 280 VALENCIA LOT 136

AREA = 3751 SQ. FT.

VALENCIA STREET



**DETAIL**  
 (NOT TO SCALE)  
 (L.E.) = 31.15'  
 (U.E.) = 46.16'



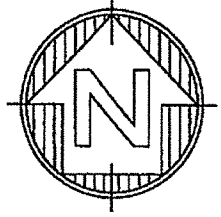
DRAWN  
MO  
 SURVEY:  
JWW  
 CHECKED  
KSA



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270 & 280 VALENCIA ST. & 17 BROSNAN ST.  
 ASSESSOR'S BLOCK 3533, LOT 9  
 CONDOMINIUM PLANS

# BROSNAN STREET

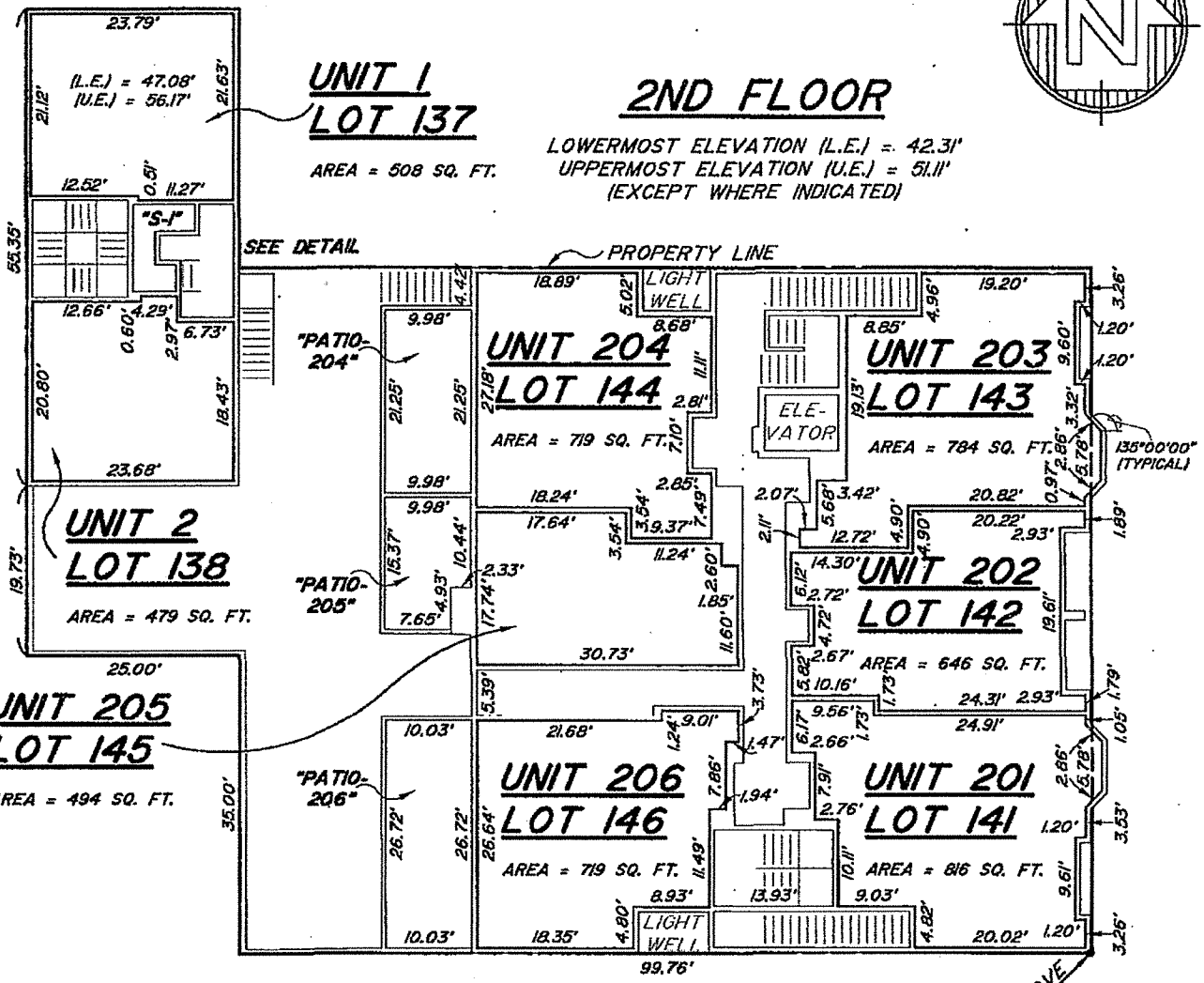


## UNIT 1 LOT 137

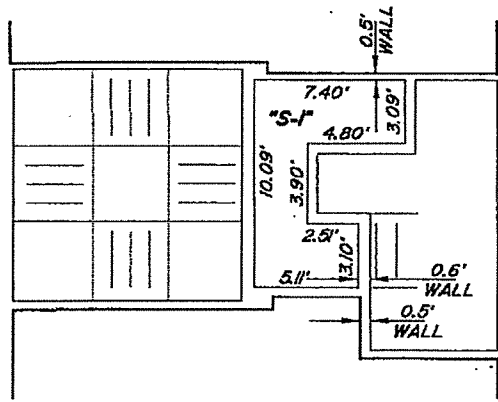
AREA = 508 SQ. FT.

## 2ND FLOOR

LOWERMOST ELEVATION (L.E.) = 42.31'  
UPPERMOST ELEVATION (U.E.) = 51.11'  
(EXCEPT WHERE INDICATED)



# VALENCIA STREET



DETAIL  
(NOT TO SCALE)

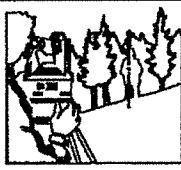
POINT ABOVE  
POINT "A"



DRAWN  
MO

SURVEY:  
JWW

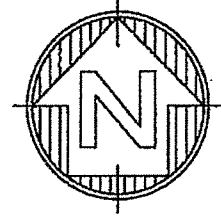
CHECKED  
KSA



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270 & 280 VALENCIA ST. & 17 BROSNAN ST.  
ASSESSOR'S BLOCK 3533, LOT 9  
CONDOMINIUM PLANS

# BROSNAN STREET



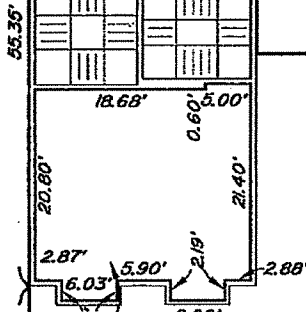
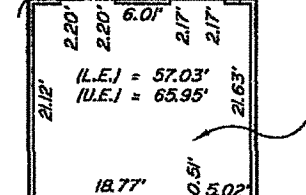
2.95' 3.96' 6.00' 2.87'

## UNIT 1 LOT 137

AREA = 531 SQ. FT.

## 3RD FLOOR

LOWERMOST ELEVATION = 52.14'  
UPPERMOST ELEVATION = 60.84'  
(EXCEPT WHERE INDICATED)



## UNIT 2 LOT 138

AREA = 522 SQ. FT.  
25.00'

135°00'00" (TYPICAL)

PROPERTY LINE

## UNIT 304 LOT 150

AREA = 734 SQ. FT.

## UNIT 303 LOT 149

AREA = 822 SQ. FT.

## UNIT 305 LOT 151

AREA = 657 SQ. FT.

## UNIT 302 LOT 148

AREA = 694 SQ. FT.

## UNIT 306 LOT 152

AREA = 734 SQ. FT.

## UNIT 301 LOT 147

AREA = 833 SQ. FT.

# VALENCIA STREET



POINT ABOVE  
POINT "A"

DRAWN  
MO  
SURVEY:  
JWW  
CHECKED  
KSA



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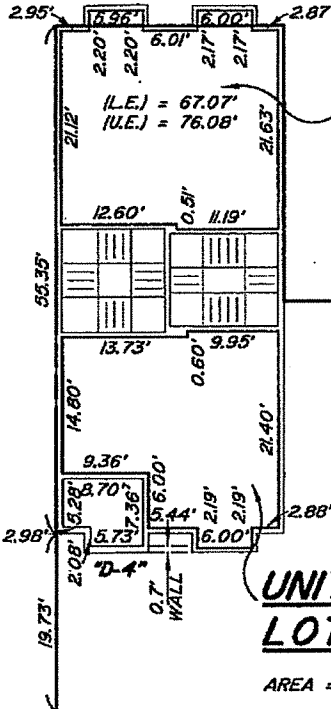
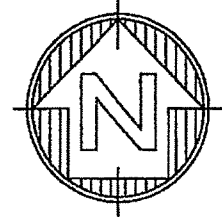
270 & 280 VALENCIA ST. & 17 BROSNAN ST.  
ASSESSOR'S BLOCK 3533, LOT 9  
CONDOMINIUM PLANS

JOB NO. B11-04 DATED: OCT, 2005

SCALE: 1" = 20'

SHEET NO. 8 OF 11

# BROSNAN STREET



## UNIT 3 LOT 139

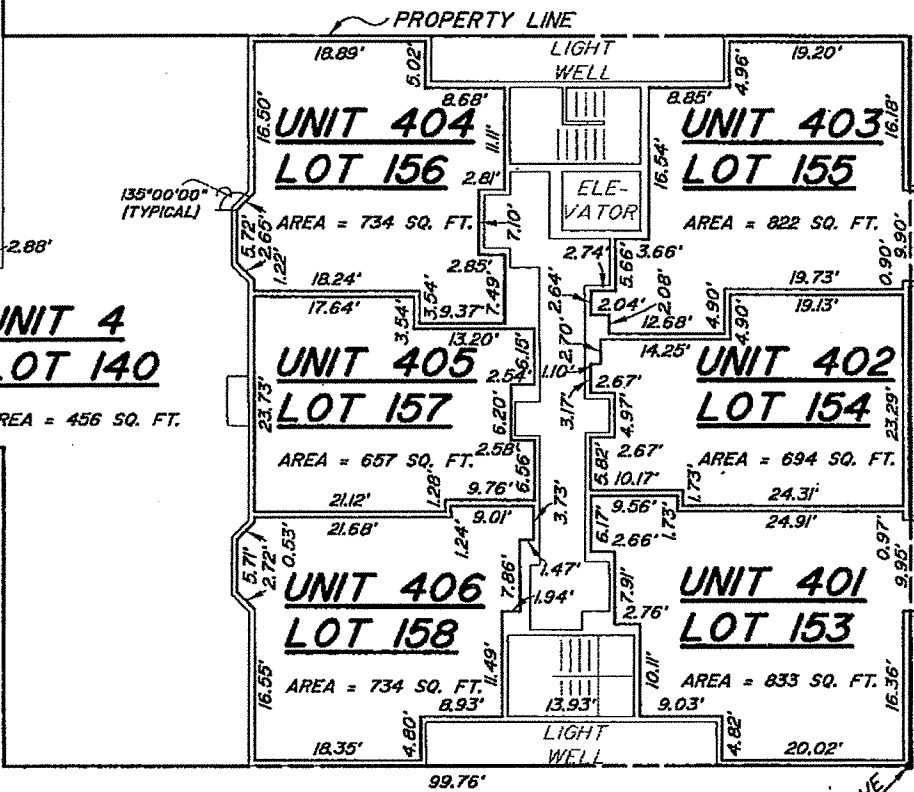
AREA = 534 SQ. FT.

## 4TH FLOOR

LOWERMOST ELEVATION = 61.99'  
UPPERMOST ELEVATION = 70.71'  
(EXCEPT WHERE INDICATED)

## UNIT 4 LOT 140

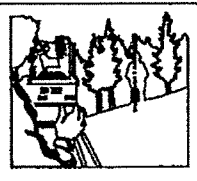
AREA = 456 SQ. FT.



# VALENCIA STREET



DRAWN  
MO  
SURVEY:  
JWW  
CHECKED  
KSA

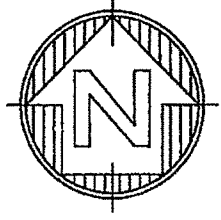


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270 & 280 VALENCIA ST. & 17 BROSNAN ST.  
ASSESSOR'S BLOCK 3533, LOT 9  
CONDOMINIUM PLANS

JOB NO. 811-04 DATED: OCT, 2005 SCALE: 1" = 20' SHEET NO. 9 OF 11

# BROSNAN STREET

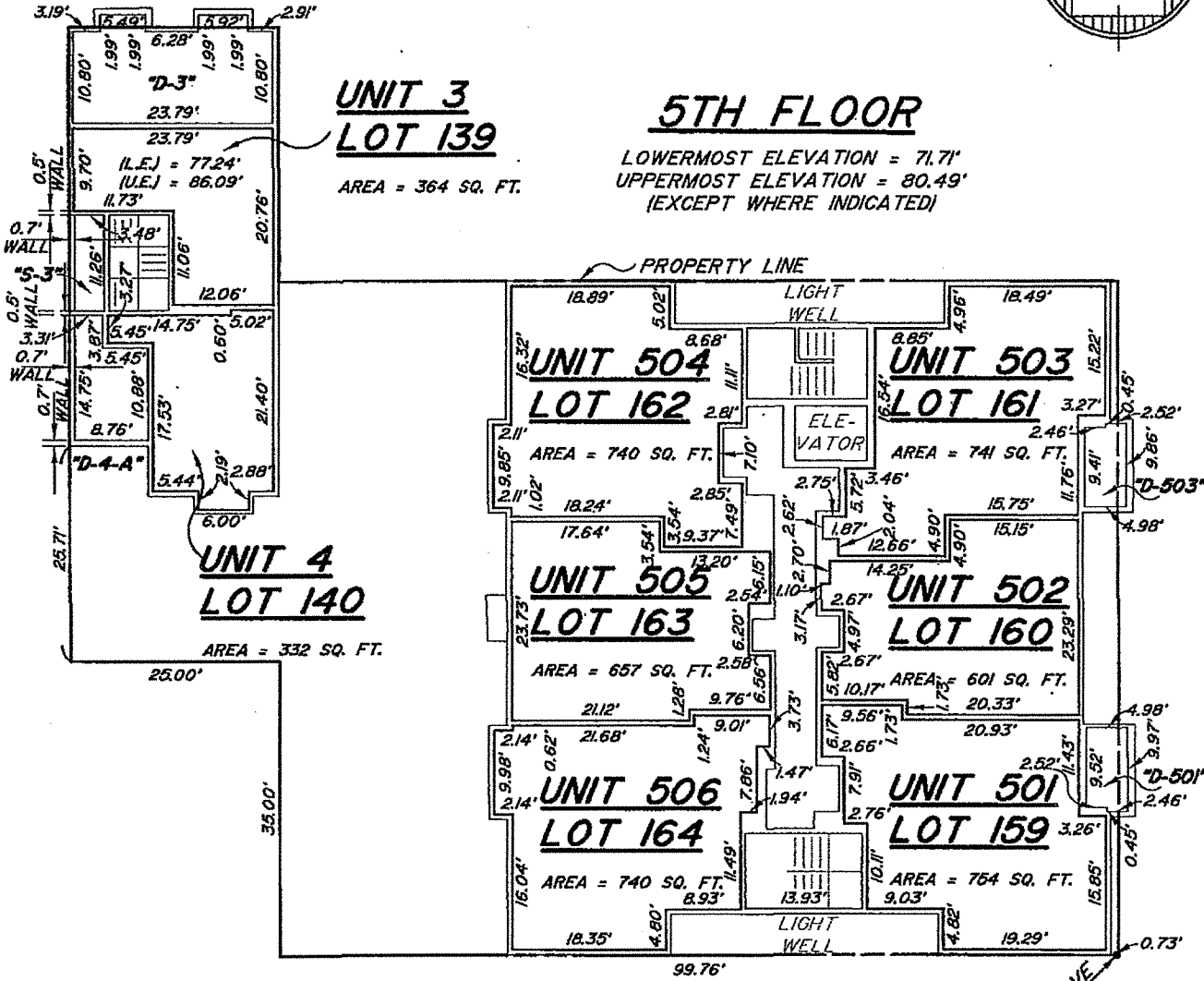


## UNIT 3 LOT 139

AREA = 364 SQ. FT.

## 5TH FLOOR

LOWERMOST ELEVATION = 71.71'  
UPPERMOST ELEVATION = 80.49'  
(EXCEPT WHERE INDICATED)



# VALENCIA STREET



DRAWN  
MO  
SURVEY:  
JWW  
CHECKED  
KSA



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JOB NO. 811-04 DATED: OCT, 2005

270 & 280 VALENCIA ST. & 17 BROSNAN ST.  
ASSESSOR'S BLOCK 3533, LOT 9  
CONDOMINIUM PLANS  
SCALE: 1" = 20'  
SHEET NO. 10 OF 11

**EXHIBIT "C"**  
**A MIXED-USE CONDOMINIUM PLAN FOR**  
**270 AND 280 VALENCIA STREET AND**  
**17 BROSAN STREET**

SAN FRANCISCO, CALIFORNIA  
 ASSESSOR'S BLOCK 3533, LOT 9

**SCHEDULE OF UNDIVIDED INTEREST IN COMMON AREA**  
**270 AND 280 VALENCIA STREET AND 17 BROSAN STREET**  
**CONDOMINIUMS**

THE PERCENTAGE OF OWNERSHIP INTEREST OF EACH OWNER AS A TENANT IN  
 COMMON IS AS FOLLOWS:

<u>UNIT NUMBER</u>	<u>LOT NUMBER</u>	<u>PERCENTAGE</u>	<u>SQ. FT.</u>
<b>280 VALENCIA</b>	<b>136</b>	<b>15.0%</b>	<b>3751</b>
<b>1</b>	<b>137</b>	<b>4.2%</b>	<b>1039</b>
<b>2</b>	<b>138</b>	<b>4.0%</b>	<b>1001</b>
<b>3</b>	<b>139</b>	<b>3.5%</b>	<b>898</b>
<b>4</b>	<b>140</b>	<b>3.2%</b>	<b>788</b>
<b>201</b>	<b>141</b>	<b>3.3%</b>	<b>816</b>
<b>202</b>	<b>142</b>	<b>2.6%</b>	<b>646</b>
<b>203</b>	<b>143</b>	<b>3.2%</b>	<b>784</b>
<b>204</b>	<b>144</b>	<b>2.9%</b>	<b>719</b>
<b>205</b>	<b>145</b>	<b>2.0%</b>	<b>494</b>
<b>206</b>	<b>146</b>	<b>2.9%</b>	<b>719</b>
<b>301</b>	<b>147</b>	<b>3.4%</b>	<b>833</b>
<b>302</b>	<b>148</b>	<b>2.8%</b>	<b>694</b>
<b>303</b>	<b>149</b>	<b>3.3%</b>	<b>822</b>
<b>304</b>	<b>150</b>	<b>3.0%</b>	<b>734</b>
<b>305</b>	<b>151</b>	<b>2.6%</b>	<b>657</b>
<b>306</b>	<b>152</b>	<b>3.0%</b>	<b>734</b>
<b>401</b>	<b>153</b>	<b>3.4%</b>	<b>833</b>
<b>402</b>	<b>154</b>	<b>2.8%</b>	<b>694</b>
<b>403</b>	<b>155</b>	<b>3.3%</b>	<b>822</b>
<b>404</b>	<b>156</b>	<b>3.0%</b>	<b>734</b>
<b>405</b>	<b>157</b>	<b>2.6%</b>	<b>657</b>
<b>406</b>	<b>158</b>	<b>3.0%</b>	<b>734</b>
<b>501</b>	<b>159</b>	<b>3.0%</b>	<b>754</b>
<b>502</b>	<b>160</b>	<b>2.4%</b>	<b>601</b>
<b>503</b>	<b>161</b>	<b>3.0%</b>	<b>741</b>
<b>504</b>	<b>162</b>	<b>3.0%</b>	<b>740</b>
<b>505</b>	<b>163</b>	<b>2.6%</b>	<b>657</b>
<b>506</b>	<b>164</b>	<b>3.0%</b>	<b>740</b>