

CC&Rs (Required Civil Code Sec. 4525)
St. Paul's Commons Homeowners Association

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ST. PAUL'S COMMONS

DECLARATION

OF

RESTRICTIONS (CC&Rs)

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ST. PAUL'S COMMONS
DECLARATION
OF
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OF
RESTRICTIONS (CC&Rs)**

THIS DECLARATION OF RESTRICTIONS (CC&Rs) is executed by SCHOOL HOUSE ASSOCIATES, LLC, a California limited liability company (the "Declarant") with reference to the following facts:

- A. Declarant is constructing a residential condominium development consisting of 34 condominiums located on certain real property in San Francisco, California, more particularly described as Condominium Buildings 323 29th Street and 317 29th Street and Condominium Units C101 through C103, C201 and C202, C301 and C302 and C401 and C402 in Condominium Building 323 29th Street and Units 101, 201 through 210, 301 through 310, and 401 through 404 in Condominium Building 317 29th Street as shown on the subdivision map and condominium plan entitled " Map of St Paul's Commons 317 - 323 29th Street and 210 - 212 Day Street" filed in the records of the City and County of San Francisco, California, on May 21, 1999, in Book 59 of Maps at Page 102-109, ("Map"). Condominium Building 210-212 Day Street and Condominium Units 210 and 212 therein are not subject to this Declaration
- B. Declarant desires to impose certain restrictions on the condominiums in the Development that will benefit and bind each condominium, and each owner and successive owner thereto, as covenants running with the land and equitable servitudes, to describe certain easements that will be appurtenant to the condominiums, and to establish a condominium project within the meaning of Civil Code section 1351(f).

DECLARANT DECLARES AS FOLLOWS

ARTICLE 1 - Definitions

Unless the context indicates otherwise, the following terms shall have the following definitions:

- 1.1 **Architectural Review Committee**. The Architectural Review Committee described in Section 7.1
- 1.2 **Articles**. The Articles of Incorporation of the Association and any amendments thereto.
- 1.3 **Association**. St. Paul's Commons Homeowners Association, a California nonprofit mutual benefit corporation

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1.4 Association Property. All of the real property on the Map and the Improvements thereon except the Condominium Buildings and the Units within the Buildings and except the Townhome Building. The Association Property includes the land, private streets, walkways, parking spaces and garage and airspace outside the Condominium Buildings. The separation between the Association Property and the Condominium Buildings in the area between the garage (Association Property) and the Condominium Buildings is the bottom of the floor joists on the first level of the Condominium Building as shown on the Map and Condominium Plans. The separation between the Association Property and the Condominium Buildings in areas other than between the garage and the Condominium Buildings is the lowest point of the foundation separating the Condominium Building from the underlying land.

If Association property is subdivided and the Townhome Association Property is established as a separate legal parcel and conveyed to the Townhome Condominium owners as described in Section 2.15, the Townhome Association Property automatically shall be removed from the definition of Association Property.

1.5 Board. The Board of Directors of the Association.

1.6 Bylaws. The Bylaws of the Association and any amendments thereto.

1.7 Common Area. The element of a Condominium that is owned in undivided interests in common, consisting of the Condominium Building in which the Condominium is located as shown on the Condominium Plan but excluding the Units located therein. The Common Area for each Condominium Building is separate and distinct so that the Owner of an undivided interest in the Common Area owns an undivided interest only in the Common Area of the Condominium Building in which the Owner's Unit is located and in no other Condominium Building. The Common Area of each Condominium Building includes the floor joists on the first level of the Condominium Building; the elevator and elevator shaft (including any portion extending into the garage); exterior walls and trim; windows; roofs; exterior doors; bearing walls; exterior staircases (including any portion extending into the garage); structural beams; utilities (except the fixtures located within the boundaries of a Unit); and all other Improvements permanently affixed to the Condominium Building except the Improvements located within the boundaries of a Unit as described in Section 1.28.

1.8 Condominium. A fee estate in real property as defined in Civil Code section 1351(f) consisting of two elements: (i) a separate interest in space, called a "Unit" as described in Section 1.28, and (ii) an undivided interest in common or a portion of in the Common Area as described in Section 1.7.

1.9 Condominium Building. A three-dimensional condominium building envelope shown on the Plan as Building 323 29th Street and Building 317 29th Street, and includes the land, airspace, building, decks, staircases, elevators, chimneys and all other Improvements located within the envelope, including any Improvement permanently affixed to the Condominium Building structure regardless of whether the Improvement is located in whole or in part outside the Condominium Building envelope, such as elevators, elevator shafts and staircases. The Condominium Building does not include the land, the garage underneath, the airspace or any other Improvements situated outside the Condominium Building envelope as shown on the Plan unless the Improvement (such as a deck) is permanently affixed to the building located within the envelope. These items are part of the Association Property as described in Section 1.4. Each Condominium Building separately numbered as a Condominium Building on the Condominium Plan is a separate Condominium Building.

1.10 Condominium Plan or Plans. The condominium plans for the Development that were prepared in accordance with the requirements of Civil Code section 1351(e) and that were recorded with the Map. A Condominium Plan for a Condominium Building is a separate and distinct condominium plan regardless of whether the plans for two or more Condominium Buildings are recorded in a single document.

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1.11 Declarant. School House Associates, LLC, a California limited liability company, or any successor or assign that assumes in writing the rights and duties of the Declarant hereunder.

1.12 Declaration. This Declaration of Restrictions (CC&Rs) and any amendments or corrections thereto.

1.13 Development. The residential development that is constructed on the Property and made subject to this Declaration, including the Condominiums and all other Improvements thereon, but excluding the Townhome Building and the Townhome Condominiums.

1.14 Exclusive Use Common Area. The portion or portions of the Common Area and Association Property described in Section 2.10 subject to rights for the exclusive use of one or more, but fewer than all, of the Owners.

1.15 Governing Documents. This Declaration, the Articles of Incorporation, the Bylaws and the Rules

1.16 Improvements. Any fixtures affixed to any Property in the Development within the meaning of Civil Code section 660.

1.17 Map. The subdivision map and condominium plan entitled "Map of St. Paul's Commons 317-323 29th Street and 210-212 Day Street" filed for record in the City and County of San Francisco, California, on May 21, 1999, in Book 59 of Maps at pages 102-109, inclusive.

1.18 Member. A member of the Association.

1.19 Mortgage. A recorded mortgage or deed of trust against one or more Condominiums in the Development.

1.20 Mortgagee. A mortgagee under a Mortgage or a beneficiary under a deed of trust recorded against a Condominium in the Development.

1.21 Owner. The record title owner or owners of a Condominium in the Development.

1.22 Person. Any natural person, partnership, trust, corporation, limited liability company, or other legal entity.

1.23 Property. The land and improvements shown on the Map, except the Townhome Building and Townhome Condominiums therein.

1.24 Rules. Rules or regulations adopted by the Board from time to time pursuant to the authority of Section 5.6(ii)

1.25 Townhome Association Property. The portion of the Association Property described in Exhibit A attached hereto. The Townhome Association property includes: (i) the land under the building identified as "Building 210/212 Day Street" on the Map; (ii) the airspace around the Townhome Building; (iii) the Exclusive Use Common Area yard described as "Y-210" on the Map; (iii) the property situated between the building and the public street commonly called "Day Street"; and (iv) the property between the rear end of "Y-210" and the rear boundary of the Townhome Association Property as shown in Exhibit A.

1.26 Townhome Building. The building situated or to be situated on the Townhome Association Property that contains the Townhome Condominiums identified as "Building 210-212 Day Street" on the Map. The separation between the Townhome Building and the Townhome Association Property is the lowest portion of the foundation of the Townhome Building.

1.27 Townhome Condominiums. The two Condominiums situated or to be situated within the Townhome Building.

1.28 Unit. The element of a Condominium that is owned separately, consisting of a separate interest in space, the boundaries of which are described as the area designated "unit" in the Condominium Plans. The dimensions of the Unit are measured from the unfinished floor, walls and ceiling, provided that the Unit includes any dropped ceilings, utility chases and other areas located within the dimensions of the Unit as shown on the Condominium Plan except as otherwise noted herein. The Unit includes all Improvements and personal property situated within its boundaries, including, but not limited to, interior walls (except interior bearing walls), appliances, cabinets, interior doors, and all electrical, heating, plumbing and other utility fixtures. Any utility fixtures that are located partially within the Unit and partially in the Common Area, such as electrical outlets, and that exclusively serve the Unit are part of the Unit other than automatic sprinkler heads, which remain part of the Common Area. Areas within a dropped ceiling that contain utilities that serve two or more Condominiums are Common Area and not part of the Unit. In interpreting deeds and plans, the existing physical boundaries of the Unit or Unit reconstructed in substantial accordance with the original plan shall be conclusively presumed to be its boundaries, rather than the description expressed in the Condominium Plans or any other recorded document, regardless of minor variances between boundaries shown on the Condominium Plans or in any other recorded document and those of the Building and regardless of settling or lateral movement of the Building.

ARTICLE 2 - Property Rights and Easements

2.1 Type of Development. This Development is a condominium project within the meaning of Civil Code section 1351(f) and shall consist of 34 Condominiums and Association Property.

2.2 Condominium. Each Owner owns a fee interest in a Condominium consisting of a separate interest in a Unit and an undivided equal interest in common in the Common Area of the Condominium Building in which the Owner's Unit is located. No Owner has any interest in any Condominium Building other than the Condominium Building in which the Owner's Unit is located. In addition, each Owner shall be a Member of the Association. The Association shall own the fee interest in the Association Property.

The Unit and the Common Area appurtenant thereto may not be separated. Any transfer of a Unit automatically shall transfer the Common Area appurtenant thereto regardless of whether the instrument of transfer describes the Common Area. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Area shall be void unless the Unit appurtenant thereto is also transferred.

2.3 Common Area and Association Property Rights. Each Owner or tenant and their family members and guests have nonexclusive rights to use, enjoy, ingress and egress in, to and throughout the Common Area and Association Property and any Improvements thereon, subject to the provisions of Section 2.7 and the Exclusive Use Common Area rights as described in Section 2.10. The Association Property is subject to the easements reserved in this Declaration.

2.4 Encroachment Easement. Each Condominium, or portion thereof, and the Association Property as the dominant tenement has an easement over any other Condominium, or portion thereof, or Association Property as the servient tenement for the purpose of accommodating any encroachment of roof overhangs, porches, decks, staircases, windows, chimneys or other Condominium Building Improvements resulting from the original construction of the Improvements, settlement or shifting of structures, or minor construction changes during the course of construction, and any encroachment authorized under Section 2.8. The extent of the encroachment easement shall be the location of the encroaching structure as originally constructed by

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Declarant. If a structure is partially or totally destroyed, the structure may be repaired or rebuilt in accordance with the original plans, including the replacement of any encroaching Improvement.

2.5 Other Rights. Each Condominium and the Association Property shall be entitled to the benefits and/or subject to the burdens of any easements, rights-of-way, or dedications as may be granted or reserved on the Map, any deed to the Condominium or Association Property, or in any other appropriate public record.

2.6 Appurtenant Rights. Each right or easement described in this Article 2 is a right or easement that is appurtenant to the Condominium or Association Property; and any transfer of the Condominium or Association Property automatically transfers the easement appurtenant thereto regardless of whether the instrument of transfer describes the right or the easement.

2.7 Reservation of Rights. Notwithstanding any property rights, including easements, described herein, each Condominium and the Association Property, as the case may be, are subject to each of the following:

(i) the right of Declarant or its agents to enter on any portion of the Development to construct and sell the Improvements that Declarant intends to construct on the Property, to make repairs, and to correct any construction problems thereon, provided that such entry does not unreasonably interfere with the use or occupancy of any occupied Condominium unless authorized by its Owner, which authorization shall not be unreasonably withheld;

(ii) the right of the Association's agents to enter any Condominium to cure any violation or breach of this Declaration or the Bylaws or the Rules, provided that at least 30 days' prior written notice of such violation or breach (except in the cases of emergency) has been given to the Owner and provided that within the 30-day period such Owner has not acted to cure such violation or breach;

(iii) the right of the Association's agents to enter any Condominium to perform its obligations and duties under this Declaration, including the obligations and the duties with respect to maintenance or repair of any Condominium; and

(iv) the rights reserved in Sections 2.8, 2.10, 2.12, 2.15, 9.9 and 12.11.

2.8 Authority Over Common Area and/or Association Property. The Board or Declarant (as long as Declarant owns 25% or more of the Condominiums in the Development) shall have the power and the right in the name of the Association and all of the Owners as their attorney-in-fact to grant, convey or otherwise transfer to any Owner or any other Person fee title, easements, exclusive use easements or rights, rights-of-way and/or dedications in, on, over or under the Common Area and/or Association Property (other than Townhome Association Property), in order to: (i) construct, erect, operate, maintain or replace lines, cables, wires, conduits or other devices for electricity, cable television, 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; (ii) accommodate any encroachment that in the sole discretion of the Board does not unreasonably interfere with the use and enjoyment of the Common Area and/or Association Property; or (iii) accomplish any other purpose that in the sole discretion of the Board is in the best interest of the Association and its Members and does not unreasonably interfere with the use and enjoyment of the Common Area and/or Association Property. Each Owner in accepting a deed to a Condominium expressly consents to such action and authorizes and appoints the Association and Declarant (as long as Declarant owns 25% or more of the Condominiums in the Development) as attorney-in-fact of such Owner to execute and deliver all documents and interests to accomplish the action, including, but not limited to, grant deeds, easements, subdivision maps, and lot-line adjustments. Notwithstanding anything herein to the contrary, in no event shall the Board or Declarant take any action authorized hereunder that would permanently and unreasonably interfere with the use, occupancy and enjoyment by any Owner of his or her Condominium or any Exclusive Use Common Area without the prior written consent of that Owner.

Furthermore, the conveyance of fee title to any portion of the Common Area or Association Property as authorized in this Section 2.8 shall require the consent of a majority of the total voting power of the Association other than Declarant and such consent of the Mortgagees as may be required by Article 10.

The Association as long as it retains title to the Townhome Association Property may effect changes to the Townhome Association Property to the same extent described herein with the consent of both Townhome Condominiums Owners and their first Mortgagees.

2 9 Delegation of Use Rights. An Owner's family members and guests and any such Persons as may be permitted by the Rules may use and enjoy any Common Area or Association Property Improvements. All such use shall be subject to restrictions contained in this Declaration and the Rules. If an Owner rents his or her Condominium, the Owner, members of the Owner's family, and the Owner's guest shall not be entitled to use any Common Area or Association Property Improvements other than such use as is directly related to the Owner's rights and duties as a landlord. Such rights may be enjoyed by the tenant and the tenant's family members and guests during the term of the rental agreement.

Any Owner who rents his or her Unit must comply with requirements of Section 3.2.

2 10 Exclusive Use Common Area. Portions of the Common Area and Association Property are set aside for the exclusive use of the occupants of certain Units and constitute Exclusive Use Common Areas. The areas are shown on the Condominium Plan with the designations set forth below and are set aside for the exclusive use of the occupants of the Unit with the same number as the number of the designated area. The designated areas include the following:

- (i) balconies designated "B";
- (ii) decks designated "D"; and
- (iii) yards designated "Y".

Each Condominium shall be assigned one Exclusive Use Common Area parking space situated within the garage. The location of the parking spaces are described in Exhibit B attached hereto. Certain of the parking spaces shown in Exhibit B are in different locations than the parking spaces shown on Sheet 3 of the Map. Certain design changes were made to the garage resulting in the relocation of these parking spaces, and Exhibit B shows the revised location of the parking spaces. Declarant shall assign each Exclusive Use Common Area Parking Space in the initial grant deed or in another appropriately recorded instrument of assignment.

Garage spaces HP-23 and HP-24 are handicapped spaces. If the occupants of the Condominiums assigned these spaces are not appropriately licensed to use a handicapped parking space by the State of California and the occupant of another Condominium is appropriately licensed (the "Licensed Occupant"), the Association, on receipt of written request from the Licensed Occupant, shall require the Owner of a Condominium assigned a handicapped space to exchange the handicapped space with the space assigned to the Condominium occupied by the Licensed Occupant. The exchange shall remain in effect as long as the Licensed Occupant occupies the Condominium and shall terminate automatically on the date the Licensed Occupant ceases to occupy the Condominium or ceases to be appropriately licensed to use a handicapped parking space. The exchange shall be temporary and shall not alter the permanent parking space(s) assigned to any Condominium and appurtenant to that Condominium. The Owners of the Condominiums assigned the handicapped spaces covenant to cooperate with the Association and any Licensed Occupant in effecting any exchange required under this Section 2.10. If both handicapped spaces are assigned to Condominiums where the occupants are not authorized to use a handicapped space and the spaces have not been exchanged with the space of a Licensed Occupant, the selection of the available handicapped space to be exchanged with the space of the Licensed Occupant shall be by agreement between the Owners of the

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Condominiums with the assigned handicapped spaces. If the Owners cannot reach agreement for any reason within ten days after receipt of written request from the Licensed Occupant to effect the exchange, the selection shall be made by lottery by the President of the Association. The selection resulting from the lottery shall be final and binding. The right to exchange a non-handicapped space for a handicapped space shall be available to any Licensed Occupant on a first-come, first-serve basis. The Board may adopt Rules regulating the exchange of non-handicapped spaces for handicapped spaces that are not inconsistent with the provisions of this Section 2.10.

There are thirteen storage areas situated within the garage in the areas shown in Exhibit B. Declarant reserves the right to assign one or more storage areas to a Condominium as Exclusive Use Common Area storage areas. The assignment shall be made in the initial grant deed or through any other appropriately recorded instrument of assignment. If any storage areas remain unassigned within 24 months following the dates Declarant transfers title to Declarant's last Condominium in the Development, the Association automatically shall assume Declarant's right to assign or license any unassigned storage areas or to use the area(s) in any other manner as may be selected by the Board.

Except as described herein, no other portion of the Common Area or Association Property is Exclusive Use Common Area. Exclusive Use Common Area rights are appurtenant to the Condominium to which the rights are assigned and may not be separated therefrom. Any transfer of the Condominium automatically transfers the exclusive use rights appurtenant thereto regardless of whether the instrument of transfer describes the Exclusive Use Common Area rights.

2.11 Restrictions on Partition. Except as authorized in Sections 2.8 and 9.9, the Common Area and Association Property shall remain undivided, and there shall be no judicial partition thereof except as may be authorized by Civil Code section 1359 or any successor statute thereto.

Any proceeds or property resulting from a partition shall be distributed to and among the respective Owners and their Mortgagees as their interests appear in proportion to the ratio that the fair market value of each Owner's Condominium bears to the fair market value of all Owners' Condominiums as of the date immediately preceding the date of the event giving rise to the right of the Owners to partition the Common Area and/or Association Property.

2.12 Conveyance of Association Property. The Association Property shall be conveyed to the Association on or before the date the Declarant first conveys title to a Condominium. The Association Property as the servient tenement is subject to an easement in favor of each Condominium as the dominant tenement for ingress and egress over the private streets and walkways situated on the servient tenement, for support from the land under and adjacent to each Condominium Building, for access to and use of the Exclusive Use Common Areas located therein, for access to and use of (including the right to install, maintain, repair or replace) any utility or related lines and equipment installed within, on or over the servient tenement in order to provide utility or related service to the dominant tenement, including water, electricity, telephone, gas, cable television, and sanitary sewer or storm drainage lines and equipment, and for access to and use of the Association Property by Declarant and its subcontractors and agents to construct, maintain and sell the Condominiums and all related Improvements, and to construct and maintain the Townhome Building within the Townhome Association Property and to market and sell the Townhome Condominiums. The rights retained by Declarant and its subcontractors and agents include the right to restrict access to any portion of the Association Property that is undergoing construction or development activity for safety or other reasons by the construction of fences or other barriers, or by the adoption of such other measures that restrict access to authorized personnel only, and the right to use portions of the Association Property as a staging or storage areas for materials and equipment to be used in connection with the construction of Improvements within the Development and to restrict access thereto by means of a fence or otherwise. The Board may adopt Rules regulating the use of the Association Property, provided such Rules do not interfere with the exercise of the foregoing easement rights and are consistent with the restrictions contained in this Declaration.

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In addition, the Townhome Association Property will be subject to the easements and rights in favor of the Townhome Condominiums as described in Section 2.15, including the right of the Townhome Condominium owner to require the Association to transfer title to the Townhome Association Property to the Townhome Condominium owners if the Townhome Association property is established as a separate legal parcel.

2.13 Inspection and Acceptance of Common Area and Association Property Improvements. The Association's inspection and acceptance of the Common Area and Association Property Improvements shall be resolved in accordance with the following procedures:

(i) Walk-Through Inspection. On completion of all or any portion of the Improvements, the Declarant shall notify the Association. Within 15 business days of the notice or such later date as is agreeable to the parties, representatives of the Association and Declarant shall meet for the purpose of inspecting and approving the Improvements and identifying any uncompleted or incorrectly completed items. With respect to those items that the parties agree need to be completed or corrected, Declarant shall have a reasonable time thereafter to complete or correct the items. No later than 15 days after Declarant notifies the Association that it has completed or corrected the items, the items shall be reinspected.

(ii) Neutral Expert. If Declarant disagrees with any claim by the Association that an Improvement is not completed or is not completed correctly, Declarant may present the Association with a list of at least two qualified independent neutral experts to inspect the claim. The list shall contain a description of each expert's qualifications. If the Association will not accept any of the experts on the list, the Association shall notify the Declarant within 15 days of receipt of the list and shall include in the notice a list of at least two experts from which Declarant may choose. The list shall contain a description of each expert's qualifications. If the Association fails to give the notice within the time required, Declarant may select one expert from Declarant's list. If the Association gives a timely response, Declarant shall have 15 days to select an expert from the Association's list. If Declarant fails to respond in a timely manner, the Association may select an expert from Association's list. If the Declarant responds in a timely manner and will not accept any expert from the Association's list, either party immediately may request that a special master as defined herein make the selection. The request shall include both lists, and the special master may select from either list or select an expert from outside the list. Any fees charged by the special master for this service shall be paid by the requesting party. For purposes herein, a "special master" shall be any person with at least three years' experience in construction defect litigation as a special master for a superior court in any county in California. The selection by the special master shall be binding on the parties.

The reasonable fees of the neutral expert shall be paid by Declarant. Once a neutral expert has been selected, the expert shall be given immediate access to the Improvements to inspect the Improvements. The expert need only inspect the areas that are readily accessible and shall have no responsibility for inaccessible areas or any problems that are not readily apparent upon a visual inspection of accessible areas. Variations from strict adherence to plans and specifications as modified by any change orders shall not be characterized as defects if the variations are considered minor, are of no consequence, and reflect good workmanship and standard construction practices. The expert shall submit a report within 30 days of completion of the inspection. The report shall constitute conclusive and binding evidence that, except as otherwise provided therein and except for latent defects and building code violations, if any, the Improvements have been constructed in accordance with the plans and specifications as modified by any change orders. Declarant shall have a reasonable time thereafter to complete or correct any items noted in the report.

On written request by either party, the expert shall reinspect such Improvements within 30 days after the request to determine if such Improvements reasonably conform to the plans and specifications. Such reinspection shall be performed in the same manner as provided for in the first inspection and shall be limited only to those items contained in the report. Promptly after the reinspection is completed, the expert shall submit another written report (the "Reinspection Report") to Declarant and the Board specifying the defects specified in the report which have not been reasonably corrected, if any. If all such defects have been

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corrected, the Reinspection Report shall state that the Improvements reasonably conform to the plans and specifications described herein. The Reinspection Report shall constitute conclusive and binding evidence that, except as otherwise provided therein, the Improvements have been constructed in accordance with the plans and specifications described herein. Thereafter, Declarant shall have no further liability, duty or obligation with respect to such Improvements except to remedy any defects specified in the Reinspection Report. Additional inspections and Reinspection Reports may be made, if necessary, all in accordance with and with the same effect as provided herein.

(iii) Acceptance and Release. Within ten days after completion of the inspection described in subparagraph (i) and no material items need to be corrected or completed or within ten days after all material items have been corrected and completed as evidenced by a report or Reinspection Report, the Board shall accept the Improvements, or the portion thereof covered by the report, in writing and, if applicable, shall release in writing any and all rights under any and all payments and performance, labor and material and completion bonds or other security arrangements (individually and collectively the "Bonds") pertaining to the Improvements, or portion thereof. For purposes herein, items are considered material items if the cost to correct or complete the items exceeds \$5,000.

(iv) Bond Release Disputes. Any disputes regarding the release of the Bonds shall be resolved in accordance with the Bond escrow instructions or, if the instructions are not operative for any reason, in accordance with the provisions of Section 12.16.

2.14 Construction Activity. Each Owner acknowledges that: (i) the construction of the Development may occur over an extended period of time; (ii) the quiet use and enjoyment of the Owner's Condominium may be disturbed as a result of the noise, dust, vibrations and other effects of construction activities; and (iii) the disturbance may continue until the completion of the construction of the Development.

2.15 Townhome Association Property Use Agreement. The Townhome Building and the Townhome Condominiums are situated on the Townhome Association Property. The Townhome Condominiums have direct access to the public right-of-way commonly known as "Day Street" and have no access or use rights to the Association Property other than the Townhome Association Property. The Townhome Condominiums are not and will not be subject to this Declaration, and the Townhome Condominiums owners are not and will not be Members of the Association.

The Townhome Condominiums as the dominant tenements have an easement over the Townhome Association Property as the servient tenement for the exclusive use of the Townhome Association Property, including, but not limited to, use for: (i) access, (ii) support for the Townhome Building, (iii) private yard purposes, and (iv) the installation, retention, maintenance, repair and replacement of utility lines or equipment located in, on or over the Townhome Association Property that serve the Townhome Condominiums. In addition, the Townhome Condominium Owner(s) of their sole and absolute discretion may elect to subdivide the Association Property in order to establish the Townhome Association property as a separate legal parcel. If subdivided, the Association shall convey this separate legal parcel for no consideration to the Townhome Condominium Owners on recordation of the deed transferring title to the Townhome Association Property to the Townhome Condominium owners, the Townhome Association Property automatically shall be released from any covenants conditions, restrictions, benefits, burdens, rights and duties set forth in this Declaration and thereafter this Declaration shall be null and void with respect to the Townhome Association Property.

The rights and duties of the Association and the Townhome Condominiums Owners regarding the Townhome Association Property are set forth in the Townhome Association Property Use Agreement executed by Declarant and the Association dated May 21, 1999, and recorded Vol 36, 1999, as Document No. G594052 in the records of the City and County of San Francisco, California.

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The provisions of this Section 2.15 are a summary only of the Townhome Association Property Use Agreement. In the event of any conflicts between this summary and the Association Property Use Agreement, the Exclusive Use Agreement shall control.

2.16 Affordable Housing Program. Four Condominiums shall participate in and be subject to an affordable housing program and as such shall be subject to certain rental and resale restrictions. The participating Condominiums and the applicable restrictions will be identified in a Notice of Special Restrictions recorded in the records of the City and County of San Francisco, California, on October 29, 1997, as Document No. 97-G251810-00.

2.17 Historic Buildings and Construction Limitations. The Condominium Buildings formerly were a school and convent and are considered historic buildings. As such the City of San Francisco required that certain materials within the brick and masonry buildings remain in their original and/or restored condition. As a result normal construction tolerances and sound attenuation steps that would be utilized with new construction could not be used. As a result certain retained walls and/or floors may not be plumb, the building components may have irregular surfaces with some patching and discoloration, the Units will not be as energy efficient as a new building resulting in higher heating costs, and the Units will be more susceptible to outside noise and vibrations.

ARTICLE 3 - Restrictions

3.1 Residential Use. Each Condominium shall be used for residential purposes only; and no part of the Development shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purpose. Notwithstanding the foregoing, Owners or occupants of the Condominiums may use a room or rooms in the residence as an office, provided that the primary use of the Condominium is as a residence, no advertising or a sign is used in any manner in connection with the office use, and no customers, clients or patients enter the Condominium on any regular basis. The Board shall have the authority to adopt Rules regarding the use of offices within the Development in order to maintain the residential characteristics of the Development. The use of Condominiums or other Improvements in the Development by the Declarant or its designees as models and sales and construction offices for purposes of developing, improving and selling the Condominiums in the Development shall not be a violation of this restriction, provided that such use shall terminate no later than three years after the date of recordation of this Declaration.

3.2 Leasing. The Owner may rent or lease his or her Condominium provided each of the following conditions is satisfied:

(i) the lease or rental agreement must be in writing and the initial rental period shall not be less than 30 consecutive days;

(ii) the lease or rental agreement must contain a provision that the lease or rental agreement is subject to this Declaration, the Bylaws and the Rules and that any violation of any of the foregoing shall be a default under the lease or rental agreement;

(iii) before commencement of the lease or rental agreement, the Owner shall provide the Association with the names of the tenants and each family member who will reside in the Condominium and the address and telephone number of the Owner;

(iv) time share or similar arrangements are prohibited.

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Any Owner that leases or rents his or her Condominium shall keep the Association informed at all times of the Owner's address and telephone number. Any lease or rental agreement shall be subject to this Declaration, the Bylaws and the Rules; and any breach of any of the foregoing shall constitute a breach by the Owner and also a default under the lease or rental agreement, regardless of whether it so provides in the lease or rental agreement. If any tenant breaches any restriction contained in this Declaration, the Bylaws or the Rules, the Owner, on demand from the Association, immediately shall take such steps as may be necessary to correct the breach, including, if necessary, eviction of the tenant.

3.3 Nuisance. No activity shall be conducted in any Unit, Common Area or Association Property that constitutes a nuisance or unreasonably interferes with the use or quiet enjoyment of the occupants of any other Condominium.

3.4 Vehicle and Parking Restrictions. No mobile home, camper or recreational vehicle, boat, truck or similar equipment shall be parked anywhere within the Development. For purposes herein, "truck" does not include a pickup truck that does not exceed three-quarter ton. Sports utility vehicles are permitted. It shall be the responsibility of each Owner or prospective Owner to confirm that his or her vehicle will fit within the garage and the assigned parking space.

Occupants shall park their vehicles in their assigned parking spaces so that any unassigned Common Area or Association Property parking spaces are available primarily for guest parking. No parking space may be converted into any use that would prevent its use as a parking space. The Board may adopt Rules regulating parking in the unassigned spaces, including regulations that prohibit occupants from parking in all or part of these spaces, so that the spaces are available exclusively for guest parking.

3.5 Towing Authority. The Association may install a sign at each vehicular entrance to the Development containing a statement that public parking is prohibited and that all vehicles not authorized to park within the Development will be removed at the owner's expense. The sign shall contain the telephone number of the local traffic law enforcement agency and shall not be less than 17 inches by 22 inches in size and the lettering not less than one inch in height.

The Association may cause the removal of any vehicle wrongfully parked within the Development, including a vehicle owned by an occupant. If the identity of the registered owner of the vehicle is known or readily ascertainable, the President of the Association or his or her designee, within a reasonable time thereafter, shall notify the owner of the removal in writing by personal delivery or first-class mail. In addition, notice of the removal shall be given to the local traffic law enforcement agency immediately after the vehicle has been removed. The notice shall include a description of the vehicle, the license plate number, and the address from where the vehicle was removed. If the identity of the owner is not known or readily ascertainable and the vehicle has not been returned to the owner within 120 hours after its removal, the Association immediately shall send or cause to be sent a written report of the removal by mail to the California Department of Justice in Sacramento, California, and shall file a copy of the notice with the proprietor of the public garage in which the vehicle was stored. The report shall be made on a form furnished by the Department of Justice and shall include a complete description of the vehicle, the date, time and place from which the vehicle was removed, the amount of mileage on the vehicle at the time of removal, grounds for removal, and the name of the garage or place where the vehicle is stored. Notwithstanding the foregoing, the Association may cause the removal, without notice, of any vehicle parked in a marked fire lane, within 15 feet of a fire hydrant, in a parking space designated for handicapped without proper authority, or parked in a manner which interferes with any entrance to, or exit from, the Development or any Condominium, parking space or garage located thereon. The Association shall not be liable for any damages incurred by the vehicle owner because of the removal in compliance with this section or for any damage to the vehicle caused by the removal unless such damage resulted from the intentional act of any agent of the Association. If requested by the owner of the vehicle, the Association shall state the grounds for the removal of the vehicle.

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Unless the Board provides otherwise, any director or officer, any manager or manager's agent or any Owner authorized to do so by any director or officer shall have the authority to act on behalf of the Association to cause the removal of any vehicle wrongfully parked within the Development.

The provisions of this Section 3.5 are intended to comply with Vehicle Code section 22658.2 in effect as of January 1, 1988. If this Vehicle Code section is amended, this provision automatically shall be amended in the same manner. If this section is repealed and no successor section is enacted, this provision shall remain in full force and effect. Vehicle Code section 22658.2 may have been amended by the State Legislature, and the Board should confirm the current statutory requirements.

3.6 Animals. Normal and customary household pets may be maintained within the Development under the following conditions:

- (i) there shall be no more than two dogs or two cats or one dog and one cat maintained by the occupants of any one Condominium unless otherwise authorized in writing by the Board;
- (ii) no animal shall be maintained for any commercial purposes;
- (iii) the use of the Common Area and Association Property by pets shall be subject to such regulations as may be adopted by the Board; and
- (iv) the Owner shall be responsible for any damage to any Common Area and Association Property caused by any animal maintained in the Owner's Condominium.

The Board, after notice and a hearing, may require the permanent removal from the Development of any animal that the Board, in its discretion, determines is a nuisance, a danger to the health or safety of any occupant, or otherwise interferes with the quiet use and enjoyment of occupants of any Condominium. The Board may find that an animal is a nuisance if the animal or its Owner continue to violate the Rules regulating pets after receipt of a demand from the Board to comply with the Rules.

3.7 Television or Radio Equipment. Without the prior written consent of the Architectural Review Committee and except as is otherwise authorized by federal or State law, no television or radio poles, antennae, satellite dishes, cables or other external fixtures or personal property shall be installed or maintained in any Condominium that are visible from any other Condominium or the Association Property except for such equipment installed by Declarant as part of the original construction of the Development. Subject to the requirements of Civil Code section 1376 as it may be amended from time to time and the requirements of federal law, the Architectural Review Committee may adopt rules regulating the installation and maintenance of such equipment and may prohibit such installation if visible from any Common Area Association Property or public street.

Nothing herein shall be construed to restrict in any manner the Board's right to authorize a cable television franchisee or other provider of similar services to provide cable television, radio or other similar services to the Development.

3.8 Signs. Subject to the provisions of Section 12.11, no sign of any kind shall be displayed from any Condominium that is visible from any other Condominium except the following:

- (i) any sign not exceeding 2½ feet by 2½ feet advertising the Condominium for sale or for rent, provided that no more than one such sign is used, and the sign is displayed in a window of the Condominium or other area designated by the Board;
- (ii) any sign of a political nature, provided the sign is placed inside a window, or

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(iii) any sign approved by the Board either on an individual basis or pursuant to Rules adopted by the Board.

3.9 Trash Removal. Each Owner shall be responsible for the removal of all the trash and refuse from that Owner's Unit to the central collection points located within the Development for trash collection. The Board may adopt Rules regulating the trash collection sites.

3.10 Clothesline. No exterior clothesline shall be erected or maintained on any Condominium; and there shall be no exterior drying or laundering of clothes on any balcony, deck, yard or other outside area of any Condominium.

3.11 Window Coverings. The interior surfaces of all windows shall be covered with normal and customary window coverings such as curtains, drapes, shutters or blinds. The exterior side of window coverings shall be white, off-white or beige unless approved otherwise in writing by the Architectural Review Committee.

3.12 Automobile Maintenance. There shall be no maintenance or repairs performed on any automobile except for any emergency repairs that are necessary in order to remove the vehicle to a proper repair facility.

3.13 Commonly-Metered Utilities. The Board may adopt Rules regulating the use of any commonly-metered utilities that are paid by the Association

3.14 Alterations, Modifications or Additions. There shall be no alterations, modifications or additions made to any Condominium or any Improvement thereon except in compliance with the provisions of Article 7.

3.15 Compliance with Law. No Owner shall permit anything to be done or kept in his or her Condominium that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal agency. Nothing shall be done or kept in any Condominium that might increase the rate of or cause the cancellation of any insurance maintained by the Association.

3.16 Sound Transmissions. No Unit shall be altered in any manner that would increase sound transmissions, resonances or reverberations to any adjoining or other Unit, including, but not limited to, the replacement, modification or penetration of any flooring or floor covering, ceiling or wall or the penetration of any wall, floor or ceiling that increases sound transmissions, resonances or reverberations to any other Unit. In order to reduce the level of sound transmission owners are required to cover a minimum of 60% of the hardwood floor area within their Unit with area rugs or wall to wall carpets and pads.

3.17 Roof Deck and Flat Roof Restrictions. Condominiums with Exclusive Use Common Area decks (Units 204, 206, 208, 210, 401, 402, 403, and 404) have direct access onto the roof located immediately adjacent to the deck. Although the roof and deck are located within the Exclusive Use Common Area as shown on the Map, they are two distinct and separate areas and as such are subject to separate restrictions. The roof deck area (the "Roof Deck") and the flat roof area (the "Flat Roof") of each Exclusive Use Common Area is shown in Exhibit C attached hereto. The Owners of any these Condominium shall take appropriate precautions to prevent any damage to the roof, including damage caused by the placement of heavy or sharp objects (including high heels) on the roof surface and shall comply with the restrictions in this Section 3.17. The decks are situated on the roofs of other Condominiums and as such their use and enjoyment must be restricted and limited. If improperly used the roofing system could be damaged which result in structural damages and/or water leaks.

The Roof Deck is subject to each of the following restrictions:

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(i) No object which distribute more than 50 pounds per square foot shall be placed on the Roof Deck at any time. This includes such items as outdoor furniture, potted plants, or barbecue equipment. The total weight placed within a Roof Deck (including property and persons) shall not exceed 1000 pounds.

(ii) No temporary or permanent water sources shall be installed or maintained at any time.

(iii) No temporary or permanent improvements or property of any nature shall be installed or maintained without the prior written approval of the Architectural Committee.

If the Architectural Committee authorizes the installation of any improvements or personal property with the Roof Deck, the Committee may impose such conditions as the Committee in its absolute discretion considers necessary to protect the roofing system and the ability the Association to repair the roofing system.

The Flat Roof is subject to each of the following restrictions:

(i) No Person shall walk onto or use the Flat Roof at any time for any purpose except authorized agents of the Association in connection with the inspection, maintenance, repair or replacement of the roofing system;

(ii) No alterations or modifications shall be made to the Flat Roof except as may be authorized by the Board in connection with the maintenance, repair or replacement of the roofing system

(iii) No improvements (such as decking materials) or personal property (such as deck furniture or potted plants) shall be installed or placed in the Flat Roof at any time.

(iv) No temporary or permanent water sources shall be installed or maintained at any time.

The Board may issue Rules regulating the use of the Roof Deck Areas and Flat Roof that are not inconsistent with the provisions contained in this Section 3.17. Condominium Owners shall provided agents of the Association with access to the Exclusive Use Common Area decks in order to inspect, maintain, repair and replace the roofing system or to ensure compliance with the provisions of this Section 3.17. Access shall be granted within 24 hours after request for access is received, provided that the agents shall be granted immediate access if necessary to prevent an imminent danger of injury to any person or damage to property.

If the roofing system is damaged by any act of any Owner or occupant or their family members, guests or agents, the Owner, on demand from the Association, immediately shall pay the Association all costs incurred or to be incurred by the Association in repairing or replacing the damaged roof. If the Owner fails to reimburse the Association, the Association may levy a reimbursement assessment against the Owner's Condominium as described in Section 6.5 and enforce the assessment as described in Section 6.10.

3.18 Storage Restrictions. Subject to the restrictions contained in Section 3.17, decks and yards may contain normal and customary furniture and other property typically retained in such areas and shall not be used as storage areas. The Board may adopt Rules regulating the type of property that may be maintained within decks or yard areas.

ARTICLE 4 - Maintenance and Repair Obligations

4.1 Owner's Maintenance and Repair Obligations. Each Owner shall maintain his or her Unit and all Improvements therein in good condition and repair at all times, including, but not limited to, interior doors and walls (including exterior surfaces of bearing walls located within the Unit), cabinets, appliances, and all electrical heating plumbing and other utility fixtures situated within the Unit or partially within the Unit and partially within the Common Area and exclusively serving the Unit, such as electrical outlets. Each Owner

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shall periodically clean and maintain any windows, fireplace, chimney, flue, exterior door hardware, and screens and screen doors that serve the Owner's Unit, including repair or replacement of any window, exterior door hardware, screens or screen door. If damage to any of the foregoing is covered by insurance maintained by the Association, the Association, on request from the Owner, shall submit an appropriate claim if the claim exceeds the deductible and shall remit any available insurance proceeds to the Owner on receipt of satisfactory evidence that the proceeds are or will be used for repair. Any deductible amount shall be borne by the Owner. The Association shall repair any damage to any exterior doors serving a Unit (other than the hardware thereon), provided that if the damage is covered by insurance maintained by the Association, the Owner shall be responsible for paying any deductible amount. Each Owner shall maintain any Exclusive Use Common Areas appurtenant to that Owner's Condominium in a neat and clean condition at all times.

Each Owner shall maintain, repair and replace any smoke detectors located in the Owner's Unit. The Association shall maintain any automatic fire sprinkler heads located in any Unit, provided that each Owner immediately shall notify the Association of any problems with any automatic sprinkler heads located in the Owner's Unit.

The Owner of a Condominium with an Exclusive Use Common Area yard shall maintain the landscaping in a healthy and weed-free condition at all times. Maintenance shall include regular fertilization, irrigation, pruning, elimination of pest and diseases, and other customary landscaping practices. The installation of landscaping shall be subject to prior approval of the Architectural Committee pursuant to the provisions of Article 7.

If any Owner fails to maintain his or her Condominium or Exclusive Use Common Area as required herein, the Association, after notice and hearing as described in the Bylaws, may, but is not obligated to, enter the Condominium or Exclusive Use Common Area and perform the necessary maintenance and repair. The Association may levy a reimbursement assessment against the Condominium in the manner described in Section 6.5.

4.2 Association's Maintenance, Repair and Landscaping Obligations. The Association shall maintain in good condition and repair at all times the Common Area and the Association Property, exclusive of the Townhome Association Property, including, but not limited to, foundations, siding, trim, roofs, exterior doors (other than the hardware thereon), decks (including decking material and fences between decks), balconies, exterior staircases, private streets, trash collection areas, walkways, parking spaces, garages and landscaping. The Association shall maintain the landscaping within the Association Property in a healthy and weed-free condition at all times. Maintenance shall include regular fertilization, irrigation, pruning, elimination of pest and diseases, and other customary landscaping practices.

The Association shall be responsible for the periodic repainting of the side of the fence that is located immediately adjacent to the Townhome Association Property and that faces into the Development. The cost to maintain, repair and replace the fence shall be allocated as described in the Exclusive Use Agreement described in Section 2.15.

Unless otherwise maintained or repaired by governmental entity or public or private utility company, the Association shall maintain in good condition and repair all utilities and sanitary sewer and storm drainage facilities situated within the Common Area or Association Property, exclusive of the Townhomes Association Property, including, but not limited to, meters, distribution lines, catch basins, storage tanks, wires, ducts, flues, pumps, boilers, and pipes, but excluding any utility equipment and fixtures located within a Unit or partially within the Common Area and within the Unit, such as electrical outlets.

The Association shall have the exterior surfaces of the windows periodically cleaned.

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The Association shall have the Common Area and the Association Property, exclusive of the Townhomes Association Property, periodically inspected for wood-destroying pests and organisms and shall take appropriate corrective measures therefor.

The maintenance and repair of windows shall be the responsibility of each Owner to the extent described in Section 4.1

All landscaping to be maintained by the Association shall be maintained in a healthy and weed-free environment. Maintenance shall include regular fertilization, irrigation, pruning and other prudent landscaping practices. The Association immediately shall remove and replace all dying or dead vegetation. The Association shall take appropriate steps to maintain the irrigation of the landscaping and to prevent damage resulting from misdirected and/or excessive watering.

4.3 Inspection and Maintenance Guidelines. The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area and Association Property Improvements, exclusive of the Townhomes Association Property, and landscaping, including, but not limited to: foundations, gutters, down-spouts, siding, trim, roofs, roof drains, balconies, window caulking, utility equipment, elevators, garage mechanical systems, and sanitary sewer and storm drainage facilities maintained by the Association, streets, parking areas, underground garage, and the irrigation system. The guidelines shall require at a minimum an annual inspection by a qualified Person of each of the foregoing.

The Board periodically and at least once every two years shall review and update the inspection and maintenance guidelines.

The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines.

4.4 Cooperation and Access. Each Owner and occupant shall fully cooperate with the agents of the Association in the performance of the Association's maintenance and repair obligations described in Section 4.2 above. Such cooperation shall include, but is not limited to, immediate notification to the Board or its managing agent of any maintenance or repair problems for which the Association is responsible and access to the Owner or occupant's Condominium and Exclusive Use Common Area as may be necessary to inspect and, if appropriate, to perform any necessary maintenance or repairs.

4.5 Reimbursement and Indemnification. If the Association incurs any maintenance or repair costs because of the willful or negligent act or omission of any Owner or occupant or their family members, guests, agents or pets, the Association shall charge the cost to the Owner of the Condominium responsible for the costs and may levy a reimbursement assessment as described in Section 6.5. The Owner immediately shall pay the charge or reimbursement assessment to the Association, together with interest thereon at the rate of 12% per annum, but not in excess of the maximum rate authorized by law. If the Owner disputes the charge, the Owner shall be entitled to notice and a hearing as provided in Section 5.6(iv). The Association shall not charge the Owner to the extent that the cost is met through insurance maintained by the Association. Any deductible amount shall be paid by the Owner. Furthermore, the Owner shall defend, indemnify and hold the Association harmless from any claim, demand, liability or cost, including attorneys' fees arising from such damage, except to the extent the demand, claim, cost or liability is covered by insurance maintained by the Association. The Owner shall pay the amount of any deductible.

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ARTICLE 5 - The Association

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5.1 Formation of the Association. The Association is a nonprofit mutual benefit corporation formed under the laws of the State of California. The Association shall commence operations no later than the date that assessments commence. Pending the commencement of the Association's operations, Declarant shall perform the duties and shall have the rights of the Association as described herein.

5.2 Governing Body. The governing body of the Association shall be the Board. It shall be the responsibility of the Board to ensure that the Association exercises its rights and performs its duties as described within the Declaration, the Articles, the Bylaws and any amendments thereto.

5.3 Membership. Each Owner of a fee title interest in a Condominium automatically shall be a Member of the Association. If there is more than one fee title Owner of a Condominium, each Owner shall be a Member. The holder of a security interest in a Condominium shall not be a Member of the Association except and until that holder obtains both the legal and equitable interest in the Condominium. If any Owner executes an installment contract of sale for the sale of that Owner's Condominium, the purchaser shall become the Member if the contract is recorded in the public records and if the Association is notified in writing of the contract, and the Owner no longer shall be a Member. If the purchaser's rights are terminated under the contract without transfer of title to the purchaser, the Board, upon receipt of satisfactory evidence of the termination of the purchaser's rights, shall reinstate the Owner as the Member, and the purchaser shall no longer be a Member.

Membership shall be appurtenant to the Condominium and may not be separated therefrom. Any transfer of an Owner's interest in a Condominium (other than a security interest), by operation of law or otherwise, automatically transfers the membership to the Owner's successor in interest. No Owner may resign or revoke his or her membership for any reason.

5.4 Membership Classes and Voting Rights. The Association shall have the following two classes of voting memberships:

(i) **Class A.** Class A Owners are all Owners except the Declarant. Class A Owners shall be entitled to one vote for each Condominium in which he or she owns an interest. If more than one Owner owns an interest in a Condominium, only one vote may be cast with respect to that Condominium.

(ii) **Class B.** The Class B Owner shall be the Declarant, who shall be entitled to three votes for each Condominium owned by the Declarant. Class B membership shall cease and be irreversibly converted to Class A on the first to occur of the following:

(a) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) the second anniversary of the first conveyance of a Condominium in the Development

As long as two classes of voting membership exist, any action by the Association that requires approval by the Owners shall require approval by the designated percentage of voting power in each class, except the action described in Section 5.11 of this Declaration. Voting rights shall vest at the time that assessments are levied against the Owner's Condominium. Except as otherwise provided in this Declaration, the Articles or the Bylaws, and subject to the provisions of Section 5.11, all matters requiring the approval of the Owners shall be: (i) approved at a duly-called regular or special meeting at which a quorum was present, either in person or by proxy, by Owners holding the majority of the total voting power of all Owners present, either in person or by proxy; (ii) approved by written ballot by a majority of the total voting power of the Owners pursuant to the requirements of Corporations Code section 7513 or any successor statute thereto; or (iii) approved by unanimous written consent of all the Owners. If the vote or written consent of each class of membership is required, any requirement that the vote of the Declarant be excluded is not applicable except as provided in Section 5.11.

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5.5 Joint Ownership Votes. The vote that is attributed to each Condominium may not be cast on a fractional basis. If the Condominium has more than one Owner and the Owners are unable to agree as to how the vote shall be cast, the vote shall be forfeited on the matter in question. Any vote cast by an Owner for any Condominium is presumed conclusively to be the vote cast by all the Owners of that Condominium. If more than one Owner casts a vote attributed to a Condominium on any matter on which only one vote could be cast for that Condominium, the votes cast by such Owners shall be counted as one vote if the votes are the same; and if the votes are different, the vote cast by such Owners shall not be counted and shall be forfeited.

5.6 Powers of the Association. The Association shall have all the powers of a nonprofit mutual benefit corporation organized under the general nonprofit mutual benefit corporation laws of California, subject only to such limitations on the exercise of these powers as are set forth in the Articles, Bylaws and this Declaration. The Association shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws and to do and perform any act that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including without limitation, each of the following:

(i) The Board shall establish, fix and levy assessments against the Condominiums and collect and enforce payment of such assessments in accordance with the provisions of Article 6 of this Declaration.

(ii) The Board may adopt, amend and repeal Rules as it considers appropriate. The Rules shall regulate the use and enjoyment of the Common Area and Association Property and such other matters as are authorized herein. A copy of the Rules as adopted, amended or repealed shall be mailed or otherwise delivered to each Owner; and a copy shall be posted in a conspicuous place within the Development if an appropriate space is available for such posting. If any provision of this Declaration, the Articles or the Bylaws is inconsistent with or materially alters any Rules, the Declaration, the Articles or the Bylaws shall control to the extent of any such inconsistency.

Any Rules adopted by the Board shall apply to all Owners or occupants in a uniform and nondiscriminatory manner. The Board may adopt a Rule as the result of an act or omission of any Owner or occupant or their family members or guests or a Rule that does not directly affect all Owners or occupants in the same manner as long as the Rule applies to all Owners or occupants.

(iii) The Board may borrow money to meet any anticipated or unanticipated costs of the Association and, subject to the provisions of Section 5.12(v), may mortgage, encumber or pledge Association assets (including, but not limited to, assessments) as security for such borrowing.

(iv) In addition to any other enforcement rights described in this Declaration and the Bylaws or as may be authorized by law and subject to any restrictions on the Association's enforcement rights, including any due process requirements imposed by this Declaration, the Bylaws or by law, the Board may take any of the following actions against any Person whose act or failure to act violates or threatens to violate any provisions of this Declaration, the Bylaws or Rules: (a) impose monetary penalties, including late charges and interest; (b) suspend voting rights in the Association; and (c) commence any legal or equitable action for damages, injunctive relief or both. Subject to the provisions of Section 12.9, the determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Board. Any legal action may be brought in the name of the Association on its own behalf and on behalf of any Owner who consents; and, except as otherwise provided herein, the prevailing party in such action shall be entitled to recover costs and reasonable attorneys' fees. The Board, in its sole discretion, may resolve or settle any dispute, including any legal action in which the Association is a party, under such terms and conditions as it considers appropriate.

If the Board adopts a policy imposing monetary penalties, the Board shall adopt and distribute to each Member, by personal delivery or first-class mail, a schedule of the monetary penalties that may be assessed. The Board may change the schedule from time to time and shall distribute a notice of such changes to the

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Members in the same manner as the schedule of penalties. If requested by a Member being disciplined, the Board shall conduct the disciplinary proceeding in executive session. In such session, the Member, and, if applicable, the Member's counsel, and the Association's counsel shall be entitled to attend. In addition, the Board may interview witnesses and other appropriate parties to the disciplinary proceeding in executive session. **The provisions of this paragraph are intended to comply with the requirements of Civil Code section 1363(g) in effect as January 1, 1999. If the provisions of section 1363(g) are amended or repealed in any manner, this paragraph automatically shall be amended or repealed in the same manner. Civil Code section 1363(g) may have been amended by the State Legislature, and the Board should confirm the current statutory requirements.**

Under no circumstances may the Association cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of the Owner's Unit on account of the failure of the Owner to comply with the provisions of the Declaration, Articles, Bylaws or Rules, except by judgment of a court or decision of an arbitrator or on account of a foreclosure or sale under power of sale for failure of the Owner to pay assessments duly levied by the Association.

Before the Board imposes any monetary penalties (late fees and interest on delinquent assessments are not considered penalties subject to the due process requirements) or suspension of membership rights or Common Area or Association Property use privileges against any Member for failure to comply with the Declaration, these Bylaws or the Rules, the Board must act in good faith and satisfy each of the following due process requirements:

(a) the Member must be given 15 days' prior notice of the discipline to be imposed and the reasons for the imposition of the discipline. Notice may be given by any method reasonably calculated to give actual notice. If the notice is given by mail, it must be sent by first-class or registered mail to the last address of the Member as shown on the Association's records; and

(b) the effective date of the imposition of the discipline shall not occur until at least five days after the Member has been given an opportunity to be heard, orally or in writing, by the Board. The Member shall have the opportunity to present witnesses on the Member's behalf and to cross-examine any witnesses who may testify against the Member and may be represented by legal counsel.

(v) Except as may be limited by the Bylaws, the Board may delegate any of the Association's powers and duties to its employees, committees or agents, including a professional management agent.

5.7 Duties of the Association. In addition to the duties described in the Articles or Bylaws, or elsewhere in this Declaration, the Association shall have the duty to manage the Common Area and Association Property, exclusive of the Townhomes Association Property; comply with the terms and conditions of the Townhome Association Property Use Agreement described in Section 2.15, perform the maintenance as described in Section 4.2; prepare, periodically update, and comply with the maintenance and inspection guidelines described in Section 4.3; prepare and distribute financial statements, reports and copies of Governing Documents as described in Section 5.10; enforce bonded obligations as described in Section 5.11; levy and collect assessments as described in Article 6; prepare when required the reserve studies described in Section 6.3 and annually review and implement adjustments as required; and procure, maintain and review the insurance as described in Article 8. The Association shall perform such other acts as may be reasonably necessary to exercise its powers to perform its duties under any of the provisions of this Declaration, the Articles, Bylaws, Rules or Board resolutions.

Notwithstanding anything herein to the contrary, the Association shall not assume any duty to maintain or insure any Condominium Building until the Building has been completed and a certificate of occupancy permit has been issued by the local governmental entity.

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5.8 Taxes and Assessments The Association shall pay all real and personal property taxes and assessments and all other taxes levied against the Association, the Association Property, or the personal property owned by the Association. Such taxes and assessments may be contested or compromised by the Association, provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

5.9 Utility Service to the Common Area and Association Property and Domestic Water The Association shall acquire, provide and pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, gas and other necessary utility services for the Common Area and Association Property, exclusive of the Townhomes Association Property. The Association also shall acquire, provide and pay for domestic water for the Units.

5.10 Reporting Requirements The Association shall prepare and distribute the following:

(i) a pro forma operating budget for each fiscal year shall be distributed not less than 45 days nor more than 60 days before the beginning of the fiscal year consisting of at least the following:

(a) estimated revenue and expenses on an accrual basis;

(b) a summary of the Association's reserves based on the most recent reserves review or study conducted pursuant to Section 6.3, which shall be printed in bold type and shall include the following:

(1) the current estimated replacement cost, estimated remaining life and estimated useful life of each major component which the Association is obligated to maintain (collectively the "Major Components");

(2) as of the end of the fiscal year for which the study was prepared:

a. the current estimate of cash reserves necessary to repair, replace, restore or maintain the Major Components; and

b. the current amount of accumulated cash reserves actually set aside to repair, replace, restore or maintain the Major Components; and

(3) the percentage that the amount in subsection (2)b is to the amount in subsection (2)a;

(c) a statement as to whether the Board has determined or anticipates that the levy of one or more special assessments will be required to repair, replace or restore any Major Component or to provide adequate reserves therefor;

(d) a general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacement or additions to the Major Components; and

(e) a statement describing the Members' rights to obtain copies of the minutes of meetings of the Board of Directors, including a description of how and where these minutes may be obtained

In lieu of the distribution of the pro forma operating budget, the Board may elect to distribute a summary of the budget to all its Members with a written notice in at least 10-point bold type on the front page of the summary that the budget is available at the Association's business office or another suitable location within the boundaries of the Development and that copies will be provided on request and at the expense of the Association. If any Member requests a copy of the pro forma operating budget to be mailed to the Member,

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the Association shall provide the copy to the Member by first-class United States mail at the expense of the Association, which copy shall be mailed within five days of the receipt of the request.

(ii) an annual report consisting of a balance sheet rendered as of the last day of the fiscal year, an operating statement for the fiscal year, and a statement of change in its financial position for the fiscal year. A copy of the annual report shall be distributed to each Owner and any Mortgagee that has requested a copy within the 120 days after the close of the fiscal year. In any fiscal year in which the gross income of the Association exceeds \$75,000, a copy of the review of the annual report prepared by a licensee of the California State Board of Accountancy in accordance with generally-accepted accounting principles shall be distributed with the annual report. If the annual report is not reviewed by an independent accountant, the reports shall be accompanied by the certificate of an authorized officer of the Association that the report was prepared from the books and records of the Association without independent audit or review.

(iii) a statement of the Association's policies and practices in enforcing its remedies against Owners for delinquent regular or special assessments, including the recording and foreclosing of liens against a delinquent Owner's Condominium. A copy of this statement shall be distributed to each Owner and any Mortgagee who has requested a copy within 60 days prior to the beginning of each fiscal year.

(iv) copies of this Declaration, the Articles, Bylaws, Rules and a statement regarding delinquent assessments as described in Section 6.12 shall be provided any Owner within ten days of the mailing or delivery of a written request. The Board may impose a fee to provide these materials but not to exceed the Association's reasonable costs in preparing and reproducing the material.

(v) a summary of the provisions of Civil Code section 1354 which specifically references the section and includes the following:

Failure by any member of the Association to comply with the pre-filing requirements of section 1354 of the Civil Code may result in the loss of your rights to sue the Association or another member of the Association regarding enforcement of the governing documents.

The summary shall be provided either at the time the pro forma budget described in Section 5.10(i) is distributed or in the manner set forth in Corporations Code section 5016.

(vi) a summary of the Association's property, general liability, and earthquake and flood policies (individually and collectively referred as the "Policy" or "Policies") shall be distributed to the Members within 60 days preceding the beginning of the Association's fiscal year. The summary shall include the following information on the Policies:

- (a) the name of the insurer,
- (b) the type of insurance;
- (c) the Policy limits of the insurance; and
- (d) the amount of deductibles, if any

The Association, as soon as reasonably practical, shall notify its Members by first-class mail if any of the Policies have been cancelled and not immediately renewed or restored or if there is a significant change such as a reduction in coverage or limits or an increase in the deductible for any Policy. If the Association receives any notice of non-renewal of a Policy, the Association immediately shall notify its Members if replacement coverage will not be in effect by the date the existing coverage will lapse.

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To the extent that the information required to be disclosed as described in this **Section 5.10(vi)** is specified in the insurance policy declaration page, the Association may meet its disclosure obligations by making copies of that page and distributing copies to all its Members.

The summary required in this **Section 5.10(vi)** shall contain, in at least 10-point boldface type, the following statement:

This summary of the Association's policies of insurance provides only certain information as required by subdivision (e) of section 1365 of the Civil Code and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any member, upon request and reasonable notice, may review the Association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance may not cover your property, including personal property, or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance brokers or agent for appropriate additional coverage.

The provisions of this **Section 5.10** are intended to comply with the requirements of Civil Code sections 1354(l), 1363.05(e) and 1365 in effect as of January 1, 1998. If these Civil Code sections are amended or repealed in any manner, the provisions of this **Section 5.10** shall be amended or repealed in the same manner. Civil Code sections 1354(l), 1363.05(e) and 1365 may have been amended by the State Legislature, and the Board should confirm the current statutory requirements.

5.11 Enforcement of Bonded Obligations. If the Association is the obligee under a bond or other arrangement ("Bond") to secure performance of the commitment of the Declarant or a successor or assign to complete the Common Area and Association Property Improvements not completed at the time the California Commissioner of Real Estate issued a final subdivision report, the Board will consider a vote on the question of action by the Association to enforce the obligations under the Bond with respect to any Improvement for which a notice of completion has not been filed by the later of: (i) 60 days after the completion date specified for that Improvement in the "planned construction statement" appended to the Bond; or (ii) 30 days after the expiration of any written extension given by the Association. If the Board fails to consider a vote on the action to enforce the obligations under the Bond, or if the Board decides not to initiate action to enforce the obligations under the Bond, then on receipt of a petition signed by Owners representing not less than 5% of the total voting power of the Association, the Board shall call a special meeting of Owners for the purpose of voting to override the decision of the Board not to initiate action or to compel the Board to take action to enforce the obligations under the Bond. The Board shall give written notice of the meeting to all Owners entitled to vote in the manner provided in this Declaration or in the Bylaws for notices of special meetings of Owners. The meeting shall be held not less than 35 days nor more than 45 days after receipt of the petition. At the meeting, the vote in person or by proxy by a majority of the Owners entitled to vote (other than Declarant) in favor of taking action to enforce the obligations under the Bond shall be considered the decision of the Association; and the Board shall implement this decision by initiating and pursuing appropriate action in the name of the Association.

Upon satisfaction of the Declarant's obligation to complete the Common Area or Association Property Improvements, the Board shall acknowledge in writing that it approves the release of the bond and shall execute any other documents or instruments as may be necessary or advisable to effect the release of the Bond. The Board shall not condition its approval to release the Bond on the satisfaction of any condition other than the completion of the Common Area or Association Property Improvements as described on the "planned

construction statement". Any dispute between the Declarant and the Association regarding the release of the Bond shall be resolved in accordance with the Bond escrow instructions or, if these instructions are not operative for any reason, in accordance with the procedures of Section 12.16.

5.12 Limitations on Authority of the Board. The Board shall not take any of the following actions except with the consent, by vote at a meeting of the Association or by written ballot without a meeting pursuant to Corporations Code section 7513 or any successive statute thereto, of a simple majority of the Members other than Declarant constituting a quorum of more than 50% of the voting power of the Association residing in Members other than the Declarant.

(i) incur aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of 5% of the budgeted gross expenses of the Association for that fiscal year;

(ii) sell during any fiscal year property of the Association having an aggregate fair market value greater than 5% of the budgeted gross expenses of the Association for that fiscal year;

(iii) pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business, provided that the Board may reimburse a member or officer for expenses incurred in carrying on the business of the Association;

(iv) enter into a contract with a third Person to furnish goods or services for the Common Area or Association Property or the Association for a term longer than one year with the following exceptions:

(a) a management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration;

(b) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission, provided the term does not exceed the shortest term for which the supplier will contract at the regulated rate;

(c) prepaid casualty or liability insurance policies not to exceed three years' duration, provided the policy permits for short rate cancellation by the insured;

(d) lease agreements for laundry room fixtures and equipment not to exceed five years' duration, provided the Declarant does not have a direct or indirect ownership interest of 10% or more in any lessor under such agreements;

(e) agreements for cable television services and equipment or satellite dish television services and equipment not exceeding five years in duration, provided the supplier is not an entity in which the Declarant has a direct or indirect ownership interest of 10% or more;

(f) agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services not exceeding five years' duration, provided that the supplier or suppliers are not entities in which the Declarant has a direct or indirect ownership interest of 10% or more; and

(g) 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 90 days written notice of termination to the other party; or

(v) borrow money secured by any Association assets as authorized under Section 5.6(III)

5.13 Notice of Significant Legal Proceedings. Notwithstanding anything herein to the contrary, the Board shall not institute any significant legal proceeding, including any arbitration or judicial reference

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proceeding, against any Person without providing the Members of the Association with at least 30 days' prior written notice of the Association's intention to institute legal proceedings. The notice shall describe the purpose of the proceeding, the parties to the proceeding, the anticipated cost to the Association (including attorneys' fees) in processing the proceeding, the source of funds to process the proceeding (reserves or special or regular assessments), and suggested information that should be disclosed to third parties, such as prospective purchasers and lenders, while the proceeding is being prosecuted. For purposes herein, "significant legal proceeding" shall mean any legal proceeding in which it reasonably could be anticipated that any of the following events could occur.

- (i) the levy of a special assessment to fund all or any portion of the proceeding;
- (ii) the expenditure of funds from the Association's reserves in connection with the proceeding in an amount in excess of 5% of the then current reserves;
- (iii) the amount of the claim is in excess of \$25,000; or
- (iv) the action could have a material adverse effect on the ability to sell and/or refinance the Condominiums within the Development during the period the proceeding is being prosecuted.

If the proposed legal proceeding is against the Declarant or other developer for alleged damage to the Common Area, the Association Property, alleged damage to the separate interests that the Association is obligated to maintain or repair, or alleged damage to the separate interests that arises out of, or is integrally related to, damage to the Common Area, Association Property, or separate interests that the Association is obligated to maintain or repair, the notice also shall specify each of the following (unless not required by reason of Civil Code section 1375(g)(1)(E) or 1375(g)(2)(D)) as amended from time to time:

- (v) that a meeting will take place to discuss problems that may lead to the filing of a civil action and the time and place of the meeting; and
- (vi) the options, including civil actions that are available to address the problems.

Notwithstanding the foregoing, the notice shall not be required to commence and pursue any action to collect delinquent assessments as described in Section 6.10 or to enforce any Common Area or Association Property completion bond as described in Section 5.11. Furthermore, if the Board in good faith determines that there is insufficient time to provide prior notice to the Members as required herein prior to the expiration of any applicable statute of limitations or prior to the loss of any other significant right of the Association, the Board may take the necessary steps to commence the proceeding to preserve the rights of the Association, provided that as soon as is reasonably practical thereafter, and not later than 30 days following the commencement of the proceeding, the Board shall provide the Members with notice as required herein.

ARTICLE 6 - Assessments

6.1 Obligations to Pay Assessments. The Owner of each Condominium is obligated to pay any assessments levied against that Owner's Condominium on or before the due date of the assessment. If there is more than one Owner of the Condominium, the obligation is joint and several. Each Owner on acceptance of title to a Condominium automatically personally assumes the obligation to pay any assessments against the Owner's Condominium (including, but not limited to, any portion of the annual regular assessment not yet due and payable) and agrees to allow the Association to enforce any assessment lien established hereunder by nonjudicial proceedings under the power of sale or by any other means authorized by law. The Owner shall be liable for the full assessment levied against that Owner's Condominium regardless of the Owner's

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possession or use of the Condominium, the Common Area, Association Property or any services rendered by the Association. The Owner has no right or power to commit or omit any act, such as waiving the right to use the Common Area or Association Property, in an attempt to eliminate or reduce the assessments against that Owner's Condominium. An assessment shall be both a personal obligation of the Owners of the Condominium against which the assessment is levied and, on the recordation of a notice of delinquent assessment, a lien against the Condominium. Any Owner who transfers a Condominium shall remain personally liable for any unpaid assessments that accrued on or before the date of the transfer. No Owner shall be liable for any defaults of the Owner's predecessor in interest in the payment of any assessment that has accrued prior to the Owner taking title to the Property unless that Owner expressly assumes the obligation to cure the delinquent assessments. Notwithstanding the foregoing, any Owner who takes title to a Condominium on which a lien for a delinquent assessment has been established will take title subject to the lien and the Association's enforcement remedies as a result thereof unless the Owner takes title under a foreclosure or trustee sale resulting from a foreclosure or exercise of a power of sale under a Mortgage, deed of trust, or other lien recorded before the recordation of the notice of delinquent assessment and except as provided in Section 10.3.

If an Owner has a dispute with the Association regarding an assessment levied by the Association, the Owner may pay the assessment under protest in accordance with the procedures set forth in Civil Code section 1366.3 or any successor statute thereto.

6.2 Annual Regular Assessment. Not more than 90 days nor less than 60 days before the beginning of each fiscal year of the Association, the Board shall meet for the purpose of establishing the annual regular assessment for the forthcoming fiscal year. At such meeting, the Board shall review the preliminary pro forma operating budget prepared in accordance with the provisions of Section 5.10(l), any written comments received from Members and Mortgagees, and such other related information that has been made available to the Board. After making any adjustments that the Board considers appropriate and subject to such Member approval as may be required by Section 6.6, the Board will establish an annual regular assessment for the forthcoming fiscal year. Each annual regular assessment shall include a portion for reserves as described in Section 6.3.

If the Board for any reason fails to take the appropriate steps to establish the annual regular assessment for the next fiscal year, the annual regular assessment for the preceding fiscal year shall continue in effect subject to the Board's right at anytime during the next fiscal year to adjust the assessment pursuant to the procedures described herein.

6.3 Reserves and Reserves Study. Each annual regular assessment shall include a portion for reserves in such amount as the Board in its discretion considers appropriate to meet the cost of the future repair, replacement or additions to the Major Components as described in Section 5.10(l)(b)(1) that the Association is obligated to maintain and repair. Reserve funds shall be deposited in a separate account, and the signatures of at least two persons, who shall either be members of the Board or one officer who is not a member of the Board and a member of the Board, shall be required to withdraw monies from the reserve account. Reserve funds may not be expended for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, Major Components which the Association is obligated to maintain.

Notwithstanding the foregoing, the Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short-term cash-flow requirements or other expenses, provided the Board has made a written finding, recorded in the Board's minutes, explaining the reason that the transfer is needed and describing when and how the money will be repaid to the reserve fund. The transferred funds shall be restored to the reserve fund within one year of the date of the initial transfer, provided that the Board, on the making of a finding supported by documentation that a temporary delay is in the best interest of the Development, may delay temporarily the restoration. The Board shall exercise prudent fiscal management in maintaining the integrity of the reserve account and, if necessary, shall levy a special

assessment to recover the full amount of the expended funds within the time limits required herein. This special assessment shall be subject to the assessment increase restrictions set forth in **Section 6.6** and Civil Code section 1366(b).

If the Board elects to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation, the Association shall notify the Members of that decision in the next available mailing to all Members pursuant to Corporations Code section 5016. The notice shall inform Members of the availability of an accounting of these expenses. The Board shall distribute a written accounting of this expense to the Members on at least a quarterly basis, with the first accounting to be delivered no later than the 30th day following the Board's decision to use reserve funds for litigation, either directly or through a transfer to operating funds. In any proposed litigation in which the amount in controversy is expected to exceed \$25,000, the first accounting shall include a description of expenses paid to date, a description of the principal terms and conditions of any contract with any Person providing services in connection with the litigation, including attorneys and expert witness, a good faith estimate of the total legal fees, expert fees and other litigation costs that may be incurred, and a sample disclosure that Members should provide prospective purchasers, lenders and other parties that have obtained or may obtain an interest in the Owner's Lot regarding the litigation. In each subsequent accounting, the information required in the first accounting shall be appropriately updated.

At least once every three years, the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the Major Components which the Association is obligated to repair, replace, restore or maintain as a part of a study of the reserve account requirements of the Development if the current replacement value of the Major Components is equal to or greater than one-half of the gross budget of the Association, which excludes the Association's reserve account for that period. The Board shall review this study annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review.

The study, at a minimum, shall include:

- (i) identification of the Major Components which the Association is obligated to repair, replace, restore, or maintain which, as of the date of the study, have a remaining useful life of less than 30 years;
- (ii) identification of the probable remaining useful life of the Major Components identified in subparagraph (i) as of the date of the study;
- (iii) an estimate of the cost of repair, replacement, restoration, or maintenance of the Major Components identified in subparagraph (i) during and at the end of its useful life; and
- (iv) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the Major Components during and at the end of its useful life after subtracting total reserve funds as of the date of the study.

As used herein, "reserve accounts" means moneys that the Board has identified for use to defray the future repair or replacement of, or additions to, those Major Components which the Association is obligated to maintain; and "reserve account requirements" means the estimated funds which the Board has determined are required to be available at a specified point in time to repair, replace, or restore those Major Components which the Association is obligated to maintain.

The provisions of this Section 6.3 are intended to comply with the requirements of Civil Code sections 1365.5(c) and (d) in effect as January 1, 1999. If these Civil Code sections are amended or repealed in any manner, the provisions of this Section 6.3 automatically shall be amended or repealed in the same manner. Civil Code sections 1365.5(c) and (d) may have been amended by the State Legislature, and the Board should confirm the current statutory requirements.

6.4 Special Assessments Subject to the restrictions described in **Section 6.6**, the Board may levy a special assessment if the Board in its discretion determines that the Association's available funds are or will become inadequate to meet the estimated expenses of the Association, including, but not limited to, expenses resulting from inadequate reserves, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements, inadequate insurance proceeds, or other unanticipated expenses. The Board may levy the entire special assessment immediately or levy it in installments over a period the Board considers appropriate.

6.5 Reimbursement Assessments The Board shall have the authority to levy reimbursement assessments against one or more Condominium Owners to reimburse the Association for any costs incurred or to be incurred by the Association as the result of any act or omission of any Owner or occupant of any Condominium or their family members, guests, agents or pets. The levy shall not include any portion that is paid or will be paid by any insurer under a policy maintained by the Association. Payment of the deductible amount shall be the responsibility of the Owner. In addition to reimbursing the Association for costs necessary to repair any Common Area, Association Property, or other Property that is maintained by the Association, the Association may seek reimbursement for any costs incurred by the Association, including attorneys' fees, to bring the Owner or occupant or the Owner's Condominium into compliance with this Declaration, the Articles, Bylaws or Rules. A reimbursement assessment may not be levied against any Condominium until notice and hearing have been provided the Owner as described in **Section 5.6(iv)**, and under no circumstances may a reimbursement assessment (or a monetary penalty imposed by the Association as a disciplinary measure for violation of the Declaration or Rules) become a lien against the Owner's Condominium that is enforceable by nonjudicial foreclosure proceedings under a power of sale. The foregoing restriction on enforcement is not applicable to late payment penalties or interest for delinquent assessments or charges imposed to reimburse the Association for loss of interest or for collection costs, including reasonable attorneys' fees, for delinquent assessments.

6.6 Assessment Increase Restrictions The Association shall provide notice by first-class mail to the Owners of any increase in the regular or special assessments not less than 30 days nor more than 60 days prior to the due date of the increased assessment.

The Board may not (i) impose an annual regular assessment for any fiscal year more than 20% above the annual regular assessment for the Association's preceding fiscal year or (ii) impose special assessments which in the aggregate exceed 5% of the budgeted gross expenses of the Association for that fiscal year without the approval of a majority of the votes of Owners at a meeting of the Members of the Association at which a quorum is present. For purposes of this section, a "quorum" means more than 50% of the Owners, and the meeting must be conducted in accordance with Corporations Code sections 7510 through 7527 and 7613. The foregoing restrictions on assessment increases do not apply to increases necessary for emergency situations. An emergency situation is any one of the following:

- (i) an extraordinary expense required by an order of court;
- (ii) an extraordinary expense necessary to repair or maintain the Development or any part of it that the Association is responsible to maintain where a threat to personal safety on the Property is discovered, or
- (iii) an extraordinary expense necessary to repair or maintain the Development or any part of it that the Association is responsible to maintain that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget required under Civil Code section 1365, provided that before the imposition or collection of any assessment under this subparagraph the Board must 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 shall distribute the resolution to the Members with the notice of the assessment.

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If the Board fails to distribute the pro forma operating statement as required by Section 5.10(l) for any fiscal year, the Association may not increase its annual regular assessment for that fiscal year, as authorized by Civil Code section 1366(b), unless the Board has obtained the approval of a majority of the votes of the Owners at a meeting of the Members at which a quorum was present. For the foregoing purposes, a quorum means more than 50% of the Owners of the Association; and the meeting must be conducted in accordance with Corporations Code sections 7510 through 7527 and 7613 or any successor statute thereto.

The provisions of this Section 6.6 are intended to comply with Civil Code section 1366(a) and (b) in effect as of January 1, 1999. If this section is amended in any manner, the provisions of this Section 6.6 automatically shall be amended in the same manner, provided that if Civil Code section 1366(b) is repealed and no successor statute is enacted with respect to restrictions on assessments, the provisions of this Section 6.6 shall remain in full force and effect. Civil Code sections 1366(a) and (b) may have been amended by the State Legislature, and the Board should confirm the current statutory requirements.

6.7 Commencement of Regular Assessments. Annual regular assessments shall commence for all Condominiums on the first day of the month coinciding with or immediately following the date of the first transfer of title of a Condominium by the Declarant to a purchaser under the authority of a final subdivision public report issued by the California Department of Real Estate. No Condominium shall be subject to any special assessments until regular assessments have commenced against that Condominium.

6.8 Due Dates of Assessments. Unless otherwise directed by the Board or unless accelerated as described herein, the annual regular assessment shall be collected in 12 equal monthly installments; and each installment shall be due and payable on the first day of each month. If any monthly installment is delinquent, the Board, at its election, may accelerate the remaining installment payments so that the entire remaining balance of the annual regular assessment is immediately due and payable. Special assessments shall be due on such date or dates as selected by the Board. Reimbursement assessments shall be due and payable ten days after the Owner receives the notice of the reimbursement assessment. The notice shall be deemed received on the date described in Section 12.14.

Any annual regular assessment installment (including any accelerated installments), special assessment or reimbursement assessment not paid within 15 days after the due date shall be delinquent, shall bear interest at the rate of 12% per annum from 30 days after the due date until paid, and shall incur a late penalty in an amount to be set by the Board from time to time, not to exceed the maximum amount permitted by law.

6.9 Allocation of Regular and Special Assessments. Regular and special assessments levied by the Board shall be allocated in equal amounts among the Condominiums except for that portion of the assessments allocated to meet the costs of insurance, painting and roof reserves, and any commonly-metered domestic water, gas or electricity and any special assessments levied under Sections 9.3 and/or 9.4. These specially-allocated items shall be allocated among the Condominiums in the proportion that the square footage of the residential living space of each Condominium bears to the square footage of all the residential living space of all Condominiums subject to the Declaration as determined by the plans prepared by the Declarant and as set forth in the budget submitted to the California Department of Real Estate as a part of the application for a final subdivision public report.

6.10 Enforcement of Delinquent Assessments. The Association may elect to pursue one or both of the following remedies in the event of a delinquent assessment:

(i) **Personal Obligation.** The Association may bring a legal action directly against the Owner for breach of the Owner's personal obligation to pay the assessment and in such action shall be entitled to recover the delinquent assessment or assessments, accompanying late charges, interest, costs and

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reasonable attorneys' fees. Commencement of a legal action shall not constitute a waiver of any lien rights as described in Section 6.10(ii)

(ii) **Assessment Lien.** The Association may impose a lien against the Owner's Condominium for the amount of the delinquent assessment or assessments, plus any costs of collection (including attorneys fees), late charges and interest by taking the following steps:

(a) The Association shall notify the Owner in writing by certified mail of the fee and penalty procedures of the Association and the collection practices used by the Association, including the right of the Association to recover the reasonable costs of collection. The statement shall include an itemized statement of the charges owed by the Owner describing the principal owed, any late charges and the method of calculation, and any attorneys' fees.

(b) After compliance with the notice requirements of Section 6.10(ii)(a), the Association may impose a lien against the Owner's Condominium in the amount of the delinquent assessment or assessments, plus costs of collection, late charges and interest by recording a notice of delinquent assessment with the county recorder of the county in which the Development is located. The notice shall state the amount of the assessment(s) and other sums imposed in accordance with Civil Code section 1366 or any successor statute thereto, a legal description of the Owner's interest in the Development against which the assessment(s) and other sums are levied, the name of the record owner of the Owner's interest in the Development against which the lien is imposed, and, if the lien is to be enforced by nonjudicial foreclosure, the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice shall be signed by any officer of the Association or an employee or agent of the Association authorized to do so by the Board and a copy mailed in the manner required by Civil Code section 2924b to all record owners of the Owner's interest in the Development no later than ten days after recordation.

Any payments made on the delinquent assessment(s) shall be applied first to the principal owed, and only after the principal owed is paid in full shall payments be applied to interest or collection costs. Upon payment of the sums specified in the notice of delinquent assessment, the Association shall cause to be recorded with the county recorder of the county in which the Development is located a notice stating the satisfaction and release of the lien thereof.

After the expiration of 30 days following the recordation of the notice of delinquent assessment, the Board may enforce any assessment lien established hereunder by filing an action for judicial foreclosure or, if the notice of delinquent assessment contained the name and address of the trustee authorized by the Association to enforce the lien by nonjudicial foreclosure, by recording a notice of default in the form described in Civil Code section 2924c(b)(1) to commence a nonjudicial foreclosure. Any nonjudicial foreclosure shall be conducted in accordance with the requirements of Civil Code sections 2924, 2924b, 2924c, 2924f, 2924g and 2924h that apply to nonjudicial foreclosure of mortgages or deeds of trust. The sale shall be conducted by the trustee named in the notice of delinquent assessment or by a trustee substituted in accordance with the provisions of Civil Code section 2934a. The Association may bid on the Condominium at the sale and may hold, lease, mortgage and convey the acquired Condominium.

If the default is cured before the sale, including payment of all costs and expenses incurred by the Association, the Association shall record a notice of satisfaction and release of lien and, to the extent required by Civil Code section 2924(c)(a)(2), a notice of rescission. In addition to the remedies described herein, the Board, pending the payment in full of all delinquent assessments and related charges, may suspend the voting rights of the Owner.

The provisions of this Section 6.10 are intended to comply with the requirements of Civil Code sections 1366.3 and 1367 in effect as of January 1, 1999. If these sections are amended or rescinded in any manner the provisions of this Section 6.10 automatically shall be amended or rescinded in the

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same manner. Civil Code sections 1366.3 and 1367 may have been amended by the State Legislature, and the Board should confirm the current statutory requirements.

6.11 Assessment Exemption Any Condominium having no structural improvement for human occupancy shall be exempt from the payment of that portion of any assessment that is for the purpose of defraying expenses and reserves directly attributable to the existence and use of the structural improvement. Exemption may include, but is not limited to:

- (i) roof replacement;
- (ii) extenor maintenance;
- (iii) walkway and carport lighting;
- (iv) refuse disposal;
- (v) cable television; and
- (vi) domestic water supply to Units.

The foregoing exemptions shall be in effect until the earliest of the following events:

- (i) a notice of completion of the structural improvements has been recorded;
- (ii) occupation or use of the Condominium; or
- (iii) completion of all elements of the residential structures that the Association is obligated to maintain.

The Declarant and any other Owner of a Condominium are exempt from the payment of that portion of any assessment that is for the purpose of defraying expenses and reserves directly attributable to the existence and use of a common facility that is not complete at the time assessments commence. This exemption from the payment of assessments shall be in effect until the earliest of the following events:

- (i) a notice of completion of the common facility has been recorded; or
- (ii) the common facility has been placed into use.

6.12 Estoppel Certificate. Within ten days of the mailing or delivery of a written request by any Owner, the Board shall provide the Owner with a written statement containing the following information: (i) whether to the knowledge of the Association, the Owner or occupant of the Owner's Condominium is in violation of any of the provisions of this Declaration, the Articles, Bylaws or Rules; (ii) the amount of regular and special assessments, including installment payments, paid by the Owner during the fiscal year in which the request is received; and (iii) the amount of any assessments levied against the Owner's Condominium that are unpaid as of the date of the statement, including any late charges, interest or costs of collection, and that, as of the date of the statement, are or may be made a lien against the Owner's Condominium as provided by this Declaration. The Association may charge a fee to provide this information provided the fee shall not exceed the Association's reasonable cost to prepare and reproduce the requested items.

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ARTICLE 7 - Architectural Review

7.1 Architectural Review Committee. An Architectural Review Committee (the "Committee") may be established by the Declarant or by the Board. The Committee shall consist of three members. Declarant may appoint all of the original members of the Committee and all replacements until the first anniversary of the issuance of the original final subdivision public report for the Development. Declarant's appointees need not be Members of the Association. Declarant shall have the right to appoint a majority of the members of the Committee until 90% of all the Condominiums in the Development have been sold or until the fifth anniversary of the issuance of the final public report for the Development, whichever occurs first. On the first anniversary date of the issuance of the original public report for the Development, the Board shall have the power to appoint one member to the Committee until 90% of the Condominiums of the Development have been sold or until the fifth anniversary date of the issuance of the final public report for the Development, whichever first occurs. Thereafter, the Board shall have the power to appoint all of the members of the Committee. The Board appointees shall be Members of the Association. The term of the members shall be as designated by the Declarant or by the Board. If a member is removed from the Committee for any reason, the Person appointing the member immediately shall appoint a replacement for the balance of the removed member's term. Until a replacement is named, the remaining members of the Committee shall have full authority to act on behalf of the Committee. No member of the Committee shall be entitled to any compensation for serving as a member, provided that member shall be entitled to be reimbursed by the Committee for any expenses incurred by the member in performing its duties, provided the member received prior authorization for the incurrence of the expense. All actions of the Committee shall be governed by a majority vote of the members. The Committee shall meet at such times and places as it shall designate. Meetings of the Committee shall be open to all Members of the Association. The Committee may adopt guidelines regarding the type, location, quality, size, height and other matters relating to any Improvements or landscaping to be constructed or installed in the Condominiums and may establish a procedure for reviewing all plans and specifications submitted to it for prior approval and shall be responsible for periodic review and modification of the guidelines. The guidelines shall comply with the use restrictions described in Article 3. Factors that shall be considered in approving proposed plans and specifications shall include without limitation: (i) conformity and harmony of external design with other Condominiums in the Development; (ii) effect of the proposed location on neighboring Condominiums; (iii) relation of the topography, grade and finished ground elevation to that of adjoining Condominiums; (iv) proper facing of elevations with respect to nearby streets and adjoining Condominiums; (v) overall conformity with the general purpose of the Development and the restrictions in this Declaration; and (vi) the guidelines.

7.2 Approval. None of the following actions shall take place anywhere within the Development (exclusive of the Townhome Association Property) without the prior written approval of the Committee:

- (i) any construction, installation, repair (including exterior painting), replacement, alteration or removal of any building, outbuilding, structure, wall, fence, sign, garage, trash enclosure, storage area, berms, utilities (gas, electricity, telephone, water, or otherwise) or other Improvements;
- (ii) any planting or landscaping (including the removal of any tree);
- (iii) any grading, excavation or site preparation;
- (iv) any placement or storage of building materials or temporary structures (including trailers, tents, mobile homes, offices or vehicles); or
- (v) any replacement or modification to any floor coverings or wall or ceiling materials or any penetration or other disturbance of any wall, floor, or ceiling if the replacement, modification, penetration or disturbance could result in any increase in the sound transmissions, resonances or reverberations from the Unit to any other Unit.

Approval shall require the applicant to submit to the Committee plans and specifications in a manner and form satisfactory to the Committee. All plans and specifications shall conform with any guidelines established by the Committee. Plans shall adequately describe the proposed improvements; plot layout; all exterior elevations; materials and colors; signs, landscaping plans (including the type of sodding, seeding, trees, hedges, shrubs and irrigation); number, size and layout of parking; storage areas; trash enclosures; grading and excavation plans; easements and utility locations; proposed fencing; construction schedule, and such other information as the Committee shall require. The Committee, in its sole discretion, may grant variances or exceptions from any guidelines it has established for approving plans and specifications, which variances or exceptions may contain such conditions and time limitations as the Committee deems appropriate.

Notwithstanding anything herein to the contrary, any Owner may repair the interior of the Owner's Unit in any color the Owner desires or remodel the Unit, provided the remodeling does not in any manner remove or adversely affect any bearing wall, affect the structural integrity of the Common Area, alter the exterior appearance of any Condominium Building, or increase the sound transmissions, resonances or reverberations from the Unit to any other Condominium.

The Committee may establish reasonable fees to reimburse the Committee for any out-of-pocket costs incurred by the Committee in reviewing plans and specifications. Except as paid or reimbursed by the applicant, any costs incurred by the Committee in the performance of its duties shall be paid by the Association. If the Committee fails to approve or disapprove any plans or specifications within 60 days of receipt of either the plans and specifications or any advance payments required by the Committee, whichever shall occur later, the plans and specifications shall be deemed approved unless a written extension is executed by the Person submitting the plans and by the Committee. The burden shall be on the applicant to establish that the Committee did receive the plans and specifications and/or advance payments and to establish the date of receipt.

Any member of the Committee or any authorized agent of the Committee from time to time and anytime during normal business hours may enter any Condominium for the purpose of inspecting any construction to confirm compliance with the plans and specifications as approved by the Committee.

In approving or disapproving any proposed modification, the Committee shall comply with the restrictions in Article 3 and with all federal, State and local laws regulating the rights of handicapped persons.

7.3 Completion of Work. On receipt of approval, the Owner shall commence the work as soon as reasonably practicable and shall diligently pursue the completion of the work. If the work is not commenced within 60 days after receipt of approval or completed within 120 days or such later date as the Committee shall approve, the approval automatically shall be deemed revoked and no further work shall be done without again obtaining the written approval of the Committee as described herein. The work shall be done in strict compliance with the approved plans except for minor non-material changes as may be necessary during the course of construction.

7.4 Non-liability. The Association, the Committee, the Declarant, or the other Condominium Owners, or their respective successors or assigns, shall not be liable to any Person submitting plans to the Committee for approval or to any other Condominium Owners or occupants by reason of any act or omission arising out of or in connection with the approval or disapproval of any plans or specifications. Approval shall not constitute any warranty or representation by the Committee or its members that the plans satisfy any applicable governmental law, ordinance or regulation or that any Improvement constructed in accordance with the plans shall be fit for the use for which it was intended and safe for use and occupancy. Applicants shall make their own independent verifications of the foregoing and shall not rely on the Committee or its members in any manner in this regard.

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7.5 Enforcement. If any Owner or occupant violates the provisions of this Article 7, the Declarant or the Association, in addition to any other remedy available at law or equity, may bring an action to compel compliance, including an action for a court order mandating the removal of any Improvement or other property constructed or installed in violation of the provisions of this Article 7. In such action, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

7.6 Board's Authority. If for any reason the Committee is not established or not active, the Board shall perform the duties and shall have the rights of the Committee as described in this Article 7.

7.7 Governmental Approval. Before commencement of any alteration or Improvement approved by the Committee, the Owner shall comply with all the appropriate governmental laws and regulations. Approval by the Committee does not satisfy the appropriate approvals that may be required from any governmental entity with appropriate jurisdiction.

7.8 Declarant and Townhome Association Property Exemption. Declarant, or its successor or assign, shall not be subject to the approval requirements of this Article 7 in connection with the construction or alteration of any Improvement within the Development or the installation of any landscaping, provided that this exemption shall expire on the third anniversary date of the recordation of this Declaration. The Improvements (including the Townhome Building) and landscaping situated on the Townhome Association Property are not subject to the approval requirements of this Article 7.

ARTICLE 8 - Insurance

8.1 Liability Insurance. The Association shall obtain and maintain a commercial general liability insurance policy insuring the Association, any manager, Declarant, the Association's directors and officers, and the Owners and occupants of the Condominiums (including the Townhome Condominiums) and their respective family members against any liability incident to: (i) the ownership or use of the Common Area, Association Property, or any other Association owned or maintained real or personal property; and (ii) the performance or nonperformance of any of the Association's duties under this Declaration. The policy shall include, if obtainable, a cross liability or severability of interest endorsement. The limits of such insurance shall not be less than \$2,000,000 covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include liability coverage for non-owned and hired automobiles, liability for property of others, and other liability or risk customarily covered with respect to projects similar in construction, location and use and shall require at least 30 days' written notice to the Association before the policy can be cancelled or substantially modified unless the policy is being replaced with a policy of equivalent coverage. The policy shall be primary and noncontributing with any other liability policy covering the same liability.

Each Owner is strongly advised to seek the advice of a qualified Insurance consultant regarding: (i) the amount of personal liability insurance coverage the Owners should maintain because of the Owner's ownership interest in the Common Area and Unit and (ii) the availability of loss assessment insurance coverage.

8.2 Association Property Insurance. The Association shall obtain and maintain a master property insurance policy that satisfies each of the following conditions:

(i) **Property Covered.** The policy shall cover the following real and personal property:

(a) **Common Area and Association Property.** All Common Area and Association Property Improvements, including buildings and any additions or extensions thereto; all fixtures, machinery and

equipment permanently affixed to the building and not located within a Unit; fences; monuments; lighting fixtures; garage; exterior signs, and personal property owned or maintained by the Association; but excluding items typically excluded from property insurance coverage (and excluding any Townhome Association Property Improvements).

(b) Units. The standard fixtures originally installed by the Declarant and any equivalent replacements thereto, including, but not limited to, interior walls and doors; ceiling, floor and wall surface materials (e.g., paint, wallpaper, mirrors, carpets, and hardwood floors); utility fixtures (including gas, electrical and plumbing); cabinets; built-in appliances; heating and air-conditioning systems; water heaters installed as a part of the original construction of the residence and any equivalent replacements thereto; but excluding any personal property located in the Unit; and excluding any Improvements or upgrades to any of the foregoing to the extent of any such Improvement or upgrade made after completion of the original construction of the Unit; and

(c) Landscaping. Lawn, trees, shrubs and plants located in the Common Area and Association Property (exclusive of the Townhome Association Property).

(ii) Covered Cause of Loss. The policy shall provide coverage against losses caused by fire and all other hazards normally covered by a "special form" policy or its equivalent.

(iii) Dollar Limit. The dollar limit of the policy shall not be less than the full replacement value of the covered property described in Section 8.2(i) above, provided that there may be lower dollar limits for specified items as is customarily provided in property insurance policies.

(iv) Primary. The policy shall be primary and noncontributing with any other insurance policy covering the same loss.

(v) Endorsements. The policy shall contain the following endorsements or their equivalents: agreed amount, boiler and machinery (to the extent applicable), inflation guard, ordinance or law, and replacement cost, and such other endorsements as the Board in its discretion shall elect.

(vi) Waiver of Subrogation. The policy shall waive all subrogation rights against any Owner or occupant and their family members and invitees.

(vii) Deductible. The amount of any deductible shall be paid by the Association and/or Owner pursuant to guidelines adopted by the Board.

8.3 Cancellation. All of the policies of insurance maintained by the Association shall contain a provision that such policy or policies shall not be cancelled or terminated, or expired by their terms, or not renewed without 60 days' prior written notice to the Board, the Owners and their respective first Mortgagees (provided that such Owners or Mortgagees have filed written requests with the carrier for such notice) and every other Person in interest who shall have requested such notice of the insurer.

8.4 Board's Authority to Revise Insurance Coverage. Subject to the provisions of Section 8.6, the Board shall have the power and right to deviate from the insurance requirements contained in this Article 8 in any manner that the Board, in its discretion, considers to be in the best interests of the Association. If the Board elects to materially reduce the coverage from the coverage required in this Article 8, the Board shall make all reasonable efforts to notify the Members of the reduction in coverage and the reasons therefor at least 30 days prior to the effective date of the reduction.

The Board is authorized to negotiate and agree on the value and extent of any loss under any policy carried by the Association, including, but not limited to, the right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

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Each Owner, by acceptance of a deed to a Condominium, irrevocably appoints the Association or the Insurance Trustee, described in Section 8.7, as that Owner's attorney-in-fact for purposes of procuring, negotiating, accepting, compromising, releasing, settling, distributing and taking other related actions in connection with any insurance policy maintained by the Association and any losses or claims related thereto and agrees to be bound by the actions so taken as if the Owner had personally taken the action.

8.5 Periodic Insurance Review. The Board periodically (and not less than once every three years) shall review the Association's insurance policies and make such adjustments to the policies' terms and conditions as the Board considers to be in the best interests of the Association. The review shall include an appraisal by a qualified appraiser of the current replacement costs of all covered property under the Association's policy unless the Board is satisfied that the current dollar limit of the property policy, coupled with the amount of actual reserves on hand, is equal to or greater than the current replacement costs.

8.6 FNMA and FHLMC Requirements. Notwithstanding anything herein to the contrary, the Association shall maintain such policies, containing such terms, amount of coverage, endorsements, deductible amounts, named insureds, loss payees, standard mortgage clauses, notice of changes or cancellation, and an appropriate insurance company rating that shall satisfy the minimum requirements imposed by the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") or any successor thereto. If the FNMA or FHLMC requirements conflict, the more stringent requirements shall be met.

8.7 Insurance Trustee. All property insurance proceeds payable to the Association under the policy described in Section 8.2, subject to the rights of Mortgagees under Article 10, may be paid to a trustee as designated by the Board to be held and expended for the benefit of the Owners and Mortgagees as their respective interests shall appear. The trustee shall be a commercial bank or other financial institution with trust powers in the county in which the Development is located that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Association will have the duty to contract for such work as provided for in this Declaration.

8.8 Owners' Property Insurance. Each Owner shall maintain property insurance against losses to personal property located within the Unit and to any upgrades or additions to any fixtures or improvements located within the Unit and liability insurance against any liability resulting from any injury or damage occurring within the Unit. The Association's insurance policies will not provide coverage against any of the foregoing. Any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer as to the other Owners, the Association, and any first Mortgagee of the Owner's Unit.

No Owner shall separately insure any property covered by the Association's property insurance policy as described in Section 8.2 above. If any owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Owner's Condominium to collect the amount of the diminution.

8.9 Other Insurance. In addition to the policies described in Sections 8.1 and 8.2, the Association may obtain and maintain the following insurance:

- (i) Workers Compensation Insurance to the extent required by law;
- (ii) fidelity bonds or insurance covering officers, directors and employees who have access to any Association funds;
- (iii) officers and directors liability insurance; and
- (iv) such other insurance as the Board in its discretion considers necessary or advisable.

ARTICLE 9 - Damage, Destruction or Condemnation

9.1 Restoration Defined. As used in this Article 9, the term "restore" shall mean repairing, rebuilding or reconstructing damaged Improvements to substantially the same condition and appearance in which they existed prior to fire or other casualty damage

9.2 Insured Casualty. If any Improvement is damaged or destroyed from a risk covered by the insurance required to be maintained by the Association and the insurance proceeds are sufficient to cover the loss, then the Association, to the extent permitted under existing laws and except as otherwise authorized under this Article 9, shall restore the Improvement to the same condition as it was in immediately prior to the damage or destruction. The Association shall proceed with the filing and adjustment of all claims arising under the existing insurance policies. The insurance proceeds shall be paid to and held by the Association or an insurance trustee selected under the provisions of Section 8.7. If the insurance proceeds exceed the costs of restoration, the excess proceeds shall be paid into reserves and held for the benefit of the Association.

9.3 Inadequate Insurance Proceeds or Uninsured Loss. If the insurance proceeds are insufficient to restore the damaged Improvement or the loss is uninsured, the Board shall add to any available insurance proceeds all reserve account funds designated for the repair or replacement of the damaged Improvement. If the total funds then available are sufficient to restore the damaged Improvement, the Improvement shall be restored. If the aggregate amount of insurance proceeds and such reserve account funds are insufficient to pay the total costs of restoration, a special assessment shall be levied by the Board up to the maximum amount permitted without the approval of the Members in accordance with the limitations set forth in this Declaration and by law. If the total funds then available are sufficient to restore the damaged Improvement, the Improvement shall be restored. Any special assessment levied to cover a shortfall in available repair proceeds shall be allocated among the Condominiums without regard to the extent of damage or destruction to the individual Condominiums.

If the total funds available to the Association are still insufficient to restore the damaged Improvement, then the Board first shall attempt to impose an additional special assessment pursuant to Section 9.4 below and, second, use a plan of alternative reconstruction pursuant to Section 9.5 below. Any special assessment levied to cover a shortfall in available repair proceeds shall be allocated among the Condominiums without regard to the extent of damage or destruction to the individual Condominiums. If the Members do not approve such actions, then the provisions of Section 9.6 shall apply.

9.4 Additional Special Assessment. If the total funds available to restore the damaged Improvement as provided in Section 9.3 are insufficient, then a meeting of the Members shall be called for the purpose of approving a special assessment to make up all or a part of the deficiency ("Additional Special Assessment"). If the amount of the Additional Special Assessment approved by the Members and the amounts available pursuant to Section 9.3 above are insufficient to restore the damaged Improvement or if no Additional Special Assessment is approved, the Association shall consider a plan of alternative reconstruction in accordance with Section 9.5.

9.5 Alternative Reconstruction. The Board shall consider and propose plans to reconstruct the damaged Improvement making use of whatever funds are available to it pursuant to Section 9.3 and Section 9.4 above ("Alternative Reconstruction"). All proposals shall be presented to the Owners. If two-thirds of the voting power of the Owners whose residences were materially damaged as determined by the Association ("Affected Owners") and a majority of the voting power of the Members, including the Affected Owners, agree to any plan of Alternative Reconstruction, then the Board shall contract for the reconstruction of the damaged

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Improvement in accordance with the plan of Alternative Reconstruction making use of whatever funds are then available to it. If no plan of Alternative Reconstruction is agreed to, then the provisions of Section 9.6 shall apply.

9.6 Sale of Building. If the damaged Improvement is part of a Condominium Building (the "Damaged Building"), the damage renders one or more of the Condominiums within the Damaged Building uninhabitable, and the Improvements will not be restored in accordance with the provisions of Sections 9.3, 9.4 and/or 9.5, the Board, as the attorney-in-fact for each Owner of a Condominium in the Damaged Building, shall be empowered to sell the Damaged Building (including the land), including all residences therein, in their then present condition on terms to be determined by the Board, provided that the Board receives adequate assurances that the purchaser shall, and has the financial capability to,: (i) restore the Damaged Building (either by renovation or removal and rebuilding); (ii) remove the Damaged Building and restore any remaining Improvements as may be necessary; (iii) remove the Damaged Building (including foundations), grade the area, and appropriately landscape or otherwise improve the area in any manner es may be acceptable to the Board; or (iv) perform any combination of the foregoing. Any work to be performed by the purchaser with respect to any of the foregoing shall be subject to the provisions of Article 7. In lieu of selling the Damaged Building to a third Person, the Association may purchase the Condominium Building on satisfaction of the following conditions:

(i) Members holding 67% of the total voting power (including the votes allocated to the Condominiums within the Damaged Building) approve of the purchase;

(ii) the purchase price is the fair market value of the Damaged Building as of the date of sale as determined by an appraisal made by a qualified and independent real estate appraiser;

(iii) any special assessment needed to fund the purchase price shall be levied against all Condominiums, including the Condominiums within the Damaged Building;

(iv) the Association has an adequate source of funds to repair, renovate or rebuild all or a portion of the Damaged Building and/or to remove and appropriately landscape the remaining area. For this purpose, no Condominium that is being purchased shall be subject to any assessment intended to be used as a source of such funds.

The proceeds from the sale, together with the insurance proceeds for the Damaged Building received and any reserve funds allocated to the Damaged Building, after deducting therefrom the Association's sale expenses, including commissions, title and recording fees, legal costs, and that portion of the proceeds allocated for the removal of the Damaged Building, shall be distributed among the Owners of Condominiums in the Damaged Building and their respective Mortgagees in proportion to the respective fair market values of these Condominiums immediately prior to the date of the event causing the damage as determined by an independent appraisal made by a qualified real estate appraiser selected by the Board.

If a Damaged Building is removed and not restored so that the new Building contains the same number of Condominiums as the removed Building, the Board shall take appropriate steps to adjust the property interests of the remaining Condominium Owners and to effect such amendments as may be necessary to the Declaration, the Condominium Plan and the Map to reflect the revised property interests and other related changes.

9.7 Restoration of Partition Rights. Notwithstanding anything herein to the contrary, if the damage has rendered any Condominium uninhabitable and (i) within one year of the date of the occurrence of the damage, the Association has not elected to repair the damage under the provisions of Sections 9.2, 9.3, 9.4 or 9.5 or if so has not commenced and diligently pursued the repair work or (ii) the Association has not commenced and diligently pursued the sale of the Development as authorized under Section 9.6, the

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restriction against partition described in Section 2.11 shall be null and void and any Owner may bring a partition action under the authority of Civil Code section 1359 or any successor statute thereto.

9.8 Rebuilding Contract. If there is a determination to restore, the Board or its authorized representative shall obtain bids from at least two licensed and reputable contractors and shall accept the repair and reconstruction work from whomever the Board determines to be in the best interests of the Members. The Board shall have the authority to enter into a written contract with the contractor for such repair and reconstruction, and the repair and reconstruction funds shall be disbursed to the contractor according to the terms of the contract. The Board shall take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date. Such construction shall be commenced no later than 180 days after the event requiring reconstruction and shall thereafter be diligently prosecuted to completion. Such construction shall return the Development to substantially the same condition and appearance in which it existed prior to the damage or destruction.

9.9 Authority to Effect Changes. If any Condominium Building or portion thereof containing Condominiums is damaged or destroyed or in need of renovation or rehabilitation and the Condominium Building is repaired or reconstructed, the Condominium Building may be repaired or reconstructed in a manner that alters the boundaries of the Units, Common Area, Exclusive Use Common Area, and/or Association Property, provided the following conditions are satisfied:

- (i) the alteration has been approved by the Board of Directors, by Members holding a majority of the total voting power of the Association, and by the holders of any first Mortgages to the extent required herein;
- (ii) the Board of Directors has determined that the alteration is necessary in order to comply with current building code requirements, to meet current building construction standards and procedures, or to improve the conditions and quality of the Condominium Building;
- (iii) the alteration does not materially change the location of any Unit or materially reduce the size of any Unit without the consent of the Unit Owner and the holders of any first Mortgages thereon. For purposes herein, a material reduction in the size of the Unit shall mean any alteration that increases or decreases the square footage of the interior floor space of the Unit by more than 10% from the square footage as shown on the Condominium Plan;
- (iv) the Board of Directors has determined that any alteration that will relocate or reduce the Common Area or Association Property will not unreasonably interfere with the rights of the Owners and occupants to use and enjoy the Common Area; and
- (v) the Condominium Plan or Plans are amended to reflect the alteration to the Units or Common Area or Association Property.

Each Owner irrevocably appoints the Association as that Owner's attorney-in-fact and irrevocably grants to the Association the full power in the name of the Owner to effect any alteration to any Unit or Common Area or Association Property as authorized above, including, but not limited to, the execution, delivery and recordation of any Condominium Plan or Plans, amendments, deeds or other instruments.

9.10 Condemnation. If there is a total sale or taking of the Development, meaning a sale or taking (i) that renders more than 50% of the Condominiums uninhabitable (such determination to be made by the Board in the case of a sale and by the Court in the case of a taking) or (ii) that renders the Development as a whole uneconomical as determined by the vote or written consent of 75% of those Owners and their respective first Mortgagees whose Condominiums will remain habitable after the taking, the right of any Owner to partition through legal action as described in Section 2.11 shall revive immediately. However, any determination that a sale or taking is total must be made before the proceeds from any sale or award are

distributed. The proceeds of any such total sale or taking of the Development, together with the proceeds of any sale pursuant to any partition action, after payment of all expenses relating to the sale, taking or partition action, shall be paid to all Owners and to their respective Mortgagees as their interests appear in proportion to the ratio that the fair market value of each Owner's Condominium bears to the fair market value of all Owners' Condominiums.

In the case of a partial sale or taking of the Development, meaning a sale or taking that is not a total taking as described above, the proceeds from the sale or taking shall be paid or applied in the following order of priority; and any judgment of condemnation shall include the following provisions as part of its terms:

(i) to the payment of the expenses of the Association in effecting the sale or to any prevailing party in any condemnation action to whom such expenses are awarded by the Court to be paid from the amount awarded; then

(ii) to Owners and their respective Mortgagees as their interests may appear whose Condominiums have been sold or taken in an amount up to the fair market value of such Condominiums as determined by the Court in the condemnation proceeding or by an independent, qualified appraiser selected by the Board, less such Owner's share of expenses paid pursuant to the preceding subsection (i) (which share shall be allocated on the basis of the fair market value of the Condominium). After such payment, the recipient shall no longer be considered an Owner, and the Board or individuals authorized by the Board acting as attorney-in-fact of all Owners shall amend the Condominium Plan, the subdivision map (if necessary), and this Declaration to eliminate from the Development the Condominium so sold or taken and to adjust the undivided ownership interests of the remaining Owners in the Common Area based on the ratio that each remaining Owner's undivided interest bears to all of the remaining Owners' undivided interest in the Common Area; then

(iii) to any remaining Owner and to his or her Mortgagees, as their interests may appear, whose Condominium has been diminished in fair market value as a result of the sale or taking disproportionately to any diminution in value of all Condominiums but as of a date immediately after any announcement of condemnation in an amount up to the total diminution in value; then

(iv) To all remaining Owners and to their respective Mortgagees, as their interests may appear, the balance of the sale proceeds or award in proportion to the ratio that the fair market value of each remaining Owner's Condominium bears to the fair market value of all remaining Owners' Condominiums as determined by the Court in the condemnation proceeding or by an independent, qualified appraiser selected by the Board.

9.11 Dispute Resolution. Any dispute under this Article 9 shall be resolved using the mediation/judicial reference procedures set forth in Section 12.16 (iii) and (iv) in that order.

ARTICLE 10 - Rights of Mortgagees

10.1 Lender Definitions. Unless the context indicates otherwise, the following terms as used in this Article 10 shall have the definitions contained in this Section 10.1. An "institutional" Mortgagee is a first Mortgagee that is: (i) a federally or state chartered or licensed bank or savings and loan association; (ii) a mortgage company or other entity chartered or licensed under federal or state laws whose principal business is lending money on the security of real property or investing in such loans; (iii) an insurance company; (iv) a federal or State agency or instrumentality including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; or (v) an insurer or governmental guarantor of a first Mortgage including the Federal Housing Authority and the Veterans Administration. A "first

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Mortgage" or "first Mortgagee" is one having a priority as to all other Mortgages or holders of Mortgages encumbering the same Condominium or other portions of the Development. An "eligible Mortgage holder" shall mean a first Mortgagee who has requested the Association to notify the first Mortgagee of any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

10.2 Encumbrance Any Owner may encumber his or her Condominium with a Mortgage or Mortgages

10.3 Rights of Institutional Mortgagees. Any institutional Mortgagee who obtains title to a Condominium pursuant to the remedies provided in the first Mortgage, including judicial foreclosure or nonjudicial foreclosure under a power of sale (but excluding voluntary conveyance to the first Mortgagee), shall take the Condominium free of any obligation to pay any assessments that were delinquent as of the date the institutional Mortgagee acquired title to the Condominium, including any interest, penalties or late charges in connection therewith. The institutional Mortgagee as Owner of the Condominium shall be obligated to pay any assessments that were not delinquent as of the date the institutional Mortgagee took title to the Condominium and all future assessments levied against the Condominium as long as the institutional Mortgagee remains in title, including any special assessments levied by the Association to raise operating or reserve funds needed because of uncollected delinquent assessments, as long as the special assessment is allocated equally among all the Condominiums.

10.4 Subordination. Any assessment lien established under the provisions of this Declaration is expressly made subject to and subordinate to the rights of any Mortgage that encumbers all or any portion of the Development or any Condominium made in good faith and for value and recorded before the recordation of a notice of delinquent assessment. No assessment lien shall in any way defeat, invalidate or impair the obligation or priority of such Mortgage unless the Mortgagee expressly subordinates in writing its interest to such lien. If any Condominium is encumbered by a Mortgage made in good faith and for value, the foreclosure of any assessment lien cannot operate to effect or impair the lien of any Mortgage recorded prior to the recordation of the notice of delinquent assessment. Upon the foreclosure of any prior-recorded Mortgage, any lien for delinquent assessment shall be subordinate to the Mortgage lien; and the purchaser at the foreclosure sale shall take title free of the assessment lien. By taking title, the purchasers shall be obligated to pay only assessments or other charges that were not delinquent at the time the purchaser acquired title or that were levied by the Association on or after the date the purchaser acquired title to the Condominium. Any subsequently levied assessments or other charges may include previously-unpaid assessments, provided all Owners, including the purchaser and its successors and assigns, are required to pay their proportionate share of such unpaid assessments.

10.5 Breaches. No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith or for value; but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee sale or otherwise.

10.6 Special Voting Requirements. Unless at least 67% of first Mortgagees (based on one vote for each Condominium secured by the first Mortgage) or 67% of the total voting power of the Members of the Association other than Declarant have given their prior written approval, the Association shall not:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area or Association Property except as authorized in Section 2.15. Neither the granting of easements for public utilities or for any other public purposes consistent with the intended use of the Common Area by the Association nor the subdivision and conveyance of the Townhome Association Property shall be considered a transfer within the meaning of this clause,

(ii) change the method of determining the obligations, assessments, dues or other charges that may be levied against a Condominium.

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(iii) by act or omission change, waive or abandon the provisions of the Declaration, or the enforcement of them, pertaining to architectural design or the exterior maintenance of Condominium structures, the maintenance of the Common Area walkways or common fences and driveways, or the upkeep of lawns and plantings within the Development,

(iv) fail to maintain fire and extended coverage insurance on insurable Association Property, including any Common Area Improvements, on a current-replacement-cost basis in an amount not less than 100% of the insurable value (based on current replacement costs); or

(v) use property insurance proceeds for losses to any Association Property, including Common Area Improvements, for other than the repair, replacement or reconstruction of such Property.

Approval by Owners who represent at least 67% of the total allocated votes in the Owner's Association and by eligible Mortgage holders who represent at least 51% of the votes of Condominiums that are subject to Mortgages held by eligible Mortgage holders must be obtained prior to adoption of any amendment of a material nature affecting any of the following matters:

- (i) voting rights;
- (ii) increases in assessments that raise the previously-assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- (iii) reductions in reserves for maintenance, repair or replacement of the Common Area or Association Property Improvements;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the Common Area or Exclusive Use Common Area or rights to their use;
- (vi) redefinition of any Unit boundary;
- (vii) convertibility of Units into Common Area or vice versa;
- (viii) expansion or contraction of the Development or the addition, annexation or withdrawal of property to or from the Development except as authorized in Section 2.15;
- (ix) hazard or fidelity insurance requirements;
- (x) imposition of any restrictions on the leasing of Units;
- (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xii) restoration or repair of the Development (after damage or partial condemnation) in a manner other than that specified in this Declaration;
- (xiii) any provisions that expressly benefit Mortgage holders, insurers, or guarantors; or
- (xiv) any action to terminate the legal status of the Development after substantial destruction or condemnation occurs.

If Owners are considering termination of the legal status of the Development for reasons other than substantial destruction or condemnation of the Property, eligible Mortgage holders that represent at least 67%

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of the votes of the mortgaged Condominiums must agree. If any eligible Mortgage holder fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail with a return receipt requested, the eligible Mortgage holder shall be considered to have granted approval.

10.7 Distribution of Insurance and Condemnation Proceeds. No Owner, or any other party, shall have priority over any right of any institutional Mortgagees pursuant to their Mortgages in case of distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of any Condominiums or Common Area. Any provision to the contrary in this Declaration or in the Bylaws or other documents relating to the Development is to such extent void.

10.8 Use of Amenities. All Common Area Improvements, such as parking, recreation and service areas, shall be available for use by Owners or occupants subject to the exclusive use rights of any Owner, the provisions on transfer of use rights to tenants, and the Association's rights to suspend an Owner's or occupant's right to use Common Area for breach of the obligations in this Declaration, the Bylaws or the Rules.

10.9 Mortgagee Notice. If any Owner is in default under any provision of this Declaration or under any provision of the Articles, Bylaws or the Rules and the default is not cured within 60 days after written notice to that Owner, the Association, upon request, shall give to any first Mortgagee of such Owner a written notice of such default and of the fact that the 60-day period has expired.

Any Mortgage holder, insurer or guarantor may send a written request to the Association stating both its name and address or address of the Condominium of which it holds, insures or guarantees a Mortgage to receive timely written notice of any of the following:

- (i) any condemnation or casualty loss that affects either a material portion of the Development or the Condominium securing the Mortgage;
- (ii) any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit encumbered by the holder's, insurer's or guarantor's Mortgage;
- (iii) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (iv) any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

10.10 Tax Payments. First Mortgagees of any Condominium jointly or severally may pay taxes or other charges which are in default and which may be or have become a charge against the Common Area or Association Property and may pay any overdue premiums on property insurance policies or secure new property insurance on the lapse of a policy for Common Area or Association Property Improvements or other insured Property of the Association; and, by making such payments, such Mortgagees shall be owed immediate reimbursement from the Association. The provisions shall constitute an agreement by the Association for the express benefit of all first Mortgagees; and, on request of any first Mortgagee, the Association shall execute and deliver such Mortgagee a separate written agreement embodying this provision.

10.11 Right of First Refusal. No right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey the Owner's Condominium is imposed by this Declaration, the Articles, Bylaws or in any deed restriction of any deed from the Declarant to the first purchaser of the Condominium except as described in Section 2.16.

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10.12 Professional Management Contracts. Any agreement for professional management by a manager, shall provide for termination by either party without cause and without payment of a termination fee on 90 days' written notice or less and shall have a maximum term of one year, provided that the Association can renew any such contract on a year-to-year basis. Any agreement between the Association and the Declarant for professional management that is entered into before control of the Development has passed to the Owners (other than Declarant) shall provide that the Association may terminate the agreement without cause at anytime after transfer of control to the Owners (other than Declarant).

10.13 Audited Financial Statements. If audited statements are not otherwise available for the Association, any Mortgage holder of a first Mortgage may have an audited financial statement prepared at the Mortgage holder's expense. The audited financial statement must be available within 120 days of the Association's fiscal year end

10.14 Inspection of Governing Documents. The Association shall have current copies of the Declaration, Articles, and Bylaws, Rules and the books, records and financial statements available for inspection during normal business hours by Owners and holders, insurers or guarantors of first Mortgages.

ARTICLE 11 - Amendments

11.1 Amendment Before Close of First Sale. Before the close of the first sale of a Condominium in the Development to a purchaser other than Declarant or an entity controlled by Declarant, this Declaration may be amended in any respect or rescinded by Declarant by recording an instrument amending or rescinding the Declaration. The amending or rescinding instrument shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the county in which the Development is located. For purposes herein, a Person is considered controlled by Declarant if the Declarant holds 50% or more of the capital and profit interests if a partnership, 50% or more of the voting shares if a corporation, and 50% or more of the beneficial interests if a trust.

11.2 Amendment After Close of First Sale. After the close of the first sale of a Condominium in the Development to a purchaser other than Declarant or an entity controlled by Declarant, this Declaration may be amended or revoked in any respect with the vote or written consent of the holders of not less than 51% of the voting rights of each class of Owners or, if a single class of Owners is then in effect, by the vote or written consent of not less than 51% of all votes and 51% of the votes excluding Declarant. If any provision of this Declaration requires a greater or lesser percentage of the voting rights of any class of Owners in order to take affirmative or negative action under such provision, the same percentage of such class or classes of Owners shall be required to amend or revoke such provision. Also, if the consent or approval of any governmental authority, Mortgagee or other Person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained. Notwithstanding anything herein to the contrary, the provisions of Section 12.16 may not be amended or rescinded without the prior written consent of Declarant. The amendment is effective when it has been approved by the appropriate percentage of Owners as required herein, the approval has been certified in a writing executed and acknowledged by the officer designated in the Declaration or by the Association for that purpose (or, if no one has been designated, the President of the Association), and the amendment and certification have been recorded in the county in which the Development is located.

11.3 Amendment of the Condominium Plans. The Condominium Plans for each Condominium Building may be amended by the consent of the Owners of Condominiums in that Building and their Mortgagees as required by Civil Code section 1351(e) and the consent of the Board of Directors. The consent of no other Owner or Mortgagee shall be required, provided that if the amendment involves the conversion

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of any Association Property into Common Area, the consent of Members holding a majority of the total voting power shall be required. The authorization of an encroachment into Association Property or the designation of Association Property as Exclusive Use Common Area under the provisions of Section 2.8 shall not be considered a conversion of Association Property into Common Area for purposes of this Section 11.3.

11.4 Special Amendment Requirements. Notwithstanding anything herein to the contrary, no amendment affecting the dimensions of any Unit or the interests in the Common Area or Exclusive Use Common Area shall be effective without the consent of all Owners whose Units, Common Area interests or Exclusive Use Common Area rights are affected by the amendment, except as authorized in Sections 2.8 and 9.9. The provisions of this Section 11.4 may not be amended without the unanimous consent of the total voting power of the Association.

In addition, no amendment to this Declaration may in any manner affect the rights of the Townhome Condominium owners under the Townhome Association Property Use Agreement described in Section 2.15 without the prior written consent of the Townhome Condominium owner's.

ARTICLE 12 - Miscellaneous Provisions

12.1 Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

12.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions or any portion thereof shall not invalidate any other provision or any portion of the provisions not found invalid or unenforceable.

12.3 Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and nonexclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver of the remedy.

12.4 Discrimination. No Owner shall execute or cause to be recorded any instrument that imposes a restriction on the sale, leasing or occupancy of the Owner's Condominium on the basis of race, sex, marital status, national ancestry, color or religion.

12.5 Access to Books. Any Owner, at any reasonable time and upon reasonable notice to the Board or manager and at the Owner's expense, may cause an audit or inspection to be made of the books and financial records of the Association.

12.6 Notification of Sale. No later than five days after the closing of the sale of any Condominium, the new Owner shall notify the Association of such sale. Such notification shall be in writing and shall set forth the name and address of the new Owner and the date of sale.

12.7 Reservation or Grant of Easements. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in any deed to any Condominium.

12.8 Incorporation of Exhibits. All exhibits referred to herein and attached to this Declaration are incorporated herein by reference as fully set forth herein.

12.9 Enforcement Rights and Remedies. The covenants, restrictions, rights and duties contained in this Declaration constitute covenants running with the land and equitable servitudes that benefit and bind each Condominium in the Development, each Owner, and each successive Owner thereto, and may be enforced by the Association or any Owner in any legal or equitable action pursuant to the procedures described herein.

Each Owner acknowledges and agrees that if any Person breaches any of the restrictions contained herein, money damages may not be adequate compensation. As a result, each Owner agrees that in the event of a breach, the non-breaching party, in addition to any other remedy available at law or equity, shall be entitled to equitable relief, including, but not limited to, an order compelling the breaching party to perform an act which the party is required to perform under this Declaration or which is necessary to bring the breaching party or the breaching party's Condominium into compliance with restrictions contained herein or prohibiting the breaching party from performing any act that violates the restrictions.

Notwithstanding anything herein to the contrary, the Association shall have the exclusive right to levy assessments and to take appropriate action to enforce delinquent assessments, including imposition of an assessment lien and the foreclosure of the lien. Furthermore, the Association shall have the primary responsibility for enforcing the restrictions contained in Article 3 and the architectural provisions contained in Article 7. If any Owner or occupant desires the Association to take any enforcement action, the Owner or occupant shall notify the Association in writing of the alleged violation. On receipt, the Board shall review the matter and shall determine what action, if any, to take. Neither the Board nor the Association or any director, officer or agent thereof shall be liable if the Board in the exercise of its judgment elects not to take any action. To the extent applicable, the Board shall comply with the due process requirements described in the Bylaws. If within 90 days after receipt of the notice the Board has failed to take any corrective action and the alleged violation has not been cured and is continuing, any Owner may bring an action on the Owner's behalf for appropriate legal and/or equitable relief. In such action, the Owner shall bear his or her own costs and attorneys' fees, provided that the prevailing party in such action shall be entitled to recovery of such costs and fees.

Prior to the commencement of any civil action against the Association or any Owner, the Association or the Owner bringing the civil action shall comply with the requirements of Civil Code section 1354 to the extent applicable.

12.10 Term. The term of this Declaration shall be for a period of 50 years from the date on which this Declaration is recorded in the records of the county in which the Development is located. After that time, this Declaration and each of its restrictions and covenants and other provisions automatically shall be extended for successive ten-year periods unless this Declaration is rescinded by the written consent of Owners holding a majority of the total voting power of the Association. The rescission shall be effective on recordation of a notice of rescission in the records of the county in which the Development is located.

12.11 Reserved Rights of Declarant. Declarant is recording this Declaration as part of the construction of a residential development. No covenant or restriction contained herein shall be applied in any manner that would unreasonably interfere with Declarant's rights to complete the construction of the Improvements and to sell the Improvements. The rights retained by Declarant during the construction and sales period include, but are not limited to, the right to:

- (i) maintain construction equipment, personnel and materials on the Property;
- (ii) use such portions of the Property as may be necessary or advisable to complete the construction or sales;
- (iii) maintain construction or sales offices on the Property;
- (iv) maintain sale signs or other appropriate advertisements on the Property;
- (v) maintain model homes for viewing by prospective purchasers; and
- (vi) allow prospective purchasers access to the Property to inspect any Common Area, Association Property or any model homes.

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12.12 Assignment by Declarant. Declarant may assign all of its rights and delegate all of its duties to any other Person; and from and after the date of such assignment and/or delegation, the Declarant shall have no further rights and/or duties hereunder. Any successor or assign of the rights and duties of the Declarant may execute an instrument assuming the rights and duties of the Declarant hereunder and thereafter shall be entitled to exercise all the rights of Declarant and shall be obligated to perform all the Declarant's duties, provided such successor or assign shall not be liable in any manner for any act or omission committed or omitted by the Declarant before the date the successor or assign succeeded to the rights of the Declarant hereunder.

12.13 Attorneys' Fees. Except as otherwise provided herein, in the event of any litigation or alternative dispute resolution procedure regarding the rights or obligations of the Declarant, the Association or any Person subject to this Declaration, the prevailing party in such proceeding, in the discretion of the judge or decision-maker, shall be entitled to recover costs, including reasonable attorneys' fees.

12.14 Notices. Any notice permitted or required by this Declaration, the Articles, Bylaws or Rules shall be considered received on the date the notice is personally delivered to the recipient or 48 hours after the notice is deposited in the United States mail, first-class, registered or certified, postage fee prepaid and addressed to the recipient at the address that the recipient has provided the Association for receipt of notice or, if no such address was provided, at the recipient's Condominium address in the Development.

12.15 No Enforcement Waiver. Failure to enforce a restriction in the past in and of itself shall not constitute a defense to any action brought against any Owner for violation of any restriction contained herein. Each Owner, by acceptance of a deed to a Condominium in the Development, acknowledges that the enforcement of these restrictions may vary as a result of different Owners, Boards or Architectural Review Committees, changing conditions, or other reasons and agrees that the failure of any Owner, Board or Committee to enforce any particular restriction, even if such failure is for an extended period of time, shall not in any manner restrict or estop the right of any Owner, Board or Committee to enforce these restrictions at any future time.

12.16 Dispute Notification and Resolution Procedure (Declarant Disputes). Any disputes between the Association (or any Owners) and the Declarant or any director, officer, partner, employee, subcontractor or agent of the Declarant relating to this Declaration, the use or condition of the Property, and/or the design, construction and installation of any Improvements located thereon shall be subject to the following provisions:

(i) **Notice.** Any Person with a claim against the Declarant or any director, officer, partner, employee, subcontractor or agent thereof (collectively the "Declarant" for purposes of this section) shall notify the Declarant in writing of the claim, which writing shall describe the nature of the claim and the proposed remedy (the "Claim Notice").

(ii) **Right to Inspect and Right to Corrective Action.** Within a reasonable period after receipt of the Claim Notice, which period shall not exceed 60 days, the Declarant and the claimant shall meet at a mutually-acceptable place within the Development to discuss the claim. At such meeting or at such other mutually-agreeable time, Declarant and Declarant's representatives shall have full access to the Property that is subject to the claim for the purposes of inspecting the Property. The parties shall negotiate in good faith in an attempt to resolve the claim. If the Declarant elects to take any corrective action, Declarant and Declarant's representatives and agents shall be provided full access to the Development to take and complete corrective action.

If the claim is subject to the provisions of Civil Code section 1375 as it may be amended from time to time, compliance with the procedures of Civil Code section 1375(b), (c), (d) and (e) shall satisfy the requirements of Sections 12.16(I) and (II).

Order: HW7HVVHSQ
Address: 323 29th St # C101
Order Date: 09-03-2019
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(iii) Mediation If the parties cannot resolve the claim pursuant to the procedures described in subparagraph (ii) above (including, if applicable, Civil Code section 1375 procedures), the matter shall be submitted to mediation pursuant to the mediation procedures adopted by the American Arbitration Association or any successor thereto or to any other entity offering mediation services that is acceptable to the parties. No Person shall serve as a mediator in any dispute in which the Person has any financial or personal interest in the result of the mediation, except by the written consent of all parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt commencement of the mediation process.

Within ten days of the selection of the mediator, each party shall submit a brief memorandum setting forth its position with regard to the issues that need to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties shall attend unless otherwise agreed. The mediation shall be commenced within ten days following the submittal of the memoranda and shall be concluded within 15 days from the commencement of the mediation unless the parties mutually agree to extend the mediation period. The mediation shall be held in the county in which the Development is located or such other place as is mutually acceptable by the parties.

The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. The mediator does not have the authority to impose a settlement on the parties.

Prior to the commencement of the mediation session, the mediator and all parties to the mediation shall execute an agreement pursuant to California Evidence Code section 1152.5(c) or successor statute in order to exclude the use of any testimony or evidence produced at the mediation in any subsequent dispute resolution forum, including, but not limited to, court proceedings, reference proceedings or arbitration hearings. Pursuant to California Evidence Code section 1152.5(a), the agreement shall specifically state:

Evidence of anything said or of any admission made in the course of the mediation is not admissible evidence, and disclosure of any such evidence shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given. Unless the document provides otherwise, no document prepared for the purpose of, or in the course of, or pursuant to, the mediation, or copy thereof, is admissible in evidence; and disclosure of any such document shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given.

Persons other than the parties, the representatives and the mediator may attend mediation sessions only with the permission of the parties and the consent of the mediator. Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in such capacity shall be confidential. There shall be no stenographic record of the mediation process.

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the expenses of any witnesses, or the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.

(iv) Judicial Reference If the parties cannot resolve the claim pursuant to the procedures described in subparagraph (iii) above, prior to the commencement of any litigation in any court of competent

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in connection, the parties shall negotiate in good faith regarding the submission of the claim to judicial reference pursuant to Code of Civil Procedure sections 638.1 and 641 through 645 or any successor statutes thereto. The parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the judicial reference proceeding. Declarant shall not be required to participate in the judicial reference proceeding unless it is satisfied all necessary and appropriate parties (including affected subcontractors, insurers and/or material suppliers) will participate.

The general referee shall have the authority to try all issues, whether of fact or law, and to report a statement of decision. The parties shall use the procedures adopted by the American Arbitration Association for judicial reference or any other entity offering judicial reference dispute resolution procedures as may be mutually acceptable to the parties, provided that the following rules and procedures shall apply in all cases unless the parties agree otherwise:

- (a) the proceedings shall be heard in the county in which the Development is located;
- (b) the referee need not be an attorney or retired judge; but, if not, the referee must have at least five years' experience in relevant real estate matters;
- (c) any dispute regarding the selection of the referee shall be resolved by the entity providing the reference services or, if no entity is involved, by the court with appropriate jurisdiction;
- (d) the referee may require one or more pre-hearing conferences;
- (e) the parties shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge;
- (f) the referee shall have the power to hear and dispose of motions in the same manner as a trial court judge;
- (g) the referee shall apply the rules of law, including the rules of evidence, unless expressly waived by both parties;
- (h) a stenographic record of the hearing shall be made, provided that the record shall remain confidential except as may be necessary for post-hearing motions and any appeals;
- (i) the referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable; and
- (j) the referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

If the Association and/or Owner has complied with the requirements of subparagraphs (i), (ii), (iii) and (iv) above and Declarant elects not to participate in the judicial reference proceeding because all necessary and appropriate parties will not participate, the Association, any Owner, or Declarant may bring an action in any court of competent jurisdiction to resolve the dispute. The Association and each Owner covenants that each shall forbear from commencing any litigation against the Declarant without complying with the procedures described in subparagraphs (i), (ii), (iii) and (iv) above. If the Association or any Owner breaches the foregoing covenant, Declarant may obtain an appropriate order compelling the Association and/or Owner to comply with the procedures described in subparagraphs (i), (ii), (iii) and (iv). The procedures set forth in subparagraphs (i), (ii), (iii) and (iv) above shall not apply to any action taken by the Association against Declarant for delinquent assessments, which shall be governed by Section 6.10, or in any action involving any Common Area and/or Association Property Improvement bonds, which shall be governed by the provisions of Section 5.11. Furthermore, nothing herein shall prevent the Association or any Owner from

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commencing any legal action which in the good faith determination of the Board or Owner is necessary to preserve any Association's or Owner's rights under any applicable statute of limitations, provided that the Association or Owner shall take no further steps in prosecuting the action until it has complied with the procedures described in subparagraphs (i), (ii), (iii) and (iv).

Notwithstanding any other provision herein to the contrary, in any dispute between the Association and/or any Owner and the Declarant, each party shall bear its own attorneys' fees. The referee shall have the authority to award costs to the party that the referee determines has prevailed in the proceeding.

Any and all communications by and between the parties, whether written or oral, which are delivered by the parties or their attorneys or other representatives in an effort to settle the claim shall be considered communications undertaken in the course of effecting a settlement or compromise and as such shall not be admissible as the admission on the part of any party or any representative or agent of that party to be utilized for any such purpose in any action or proceeding.

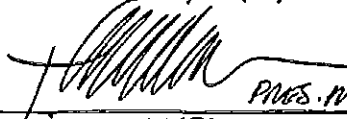
Nothing herein shall be considered to reduce or extend any applicable statute of limitations.

Declarant has executed this Declaration as of 5/21, 1999.

SCHOOL HOUSE ASSOCIATES, LLC
a California limited liability company

By:

Its


MANAGER *PRES. IN PDC*

G594052

STATE OF CALIFORNIA)
COUNTY OF Marin)ss.)

On May 21, 1999, before me, Catherine S. Ferrari, personally appeared Maria M. Monahan, 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 Catherine S. Ferrari



CC ? R's
St. Paul's Commons

Order: HW7HVVHSQ
Address: 323 29th St # C101
Order Date: 09-03-2019
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ST. PAUL'S COMMONS DECLARATION OF RESTRICTIONS (CC&Rs)

SUBORDINATION

Indymac Mortgage Holdings, Inc., a Delaware corporation, previously known as INMC Mortgage Holdings, Inc., formerly known as CWM Mortgage Holdings, Inc., successor by merger to Independent Lending Corporation, a Delaware corporation dba Construction Lending Company of America, the beneficiary under the Deeds of Trust encumbering the Property described in the foregoing St. Paul's Commons Declaration of Restrictions (CC&Rs) (the "Declaration") which Deeds of Trust, dated February 20, 1997 were recorded on February 27, 1997, as Instrument No. 97-G124324-00, Reel G-828, Image 573 and as Instrument No. 97-G124325-00, Reel G-828, Image 574 as amended by that certain First Modification and Advance to Building Loan Agreement and Loan Document dated 9/22/99, Instrument No. 98-G46386900, Reel No. 257, Image 0509 of the Official Records of the City and County of San Francisco, California, subordinates each Deed of Trust to the Declaration. Any person receiving title to the Property, or any part thereof, by reason of a foreclosure sale, trustee sale or deed in lieu thereof shall take title subject to the Declaration.

Indymac Mortgage Holdings, Inc., dba Construction Lending Company of America
a Delaware Corporation

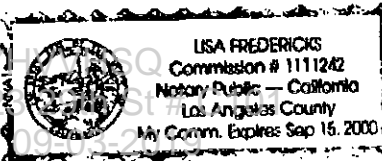
By Marsha Jennings
Marsha Jennings
Title Senior Vice President

STATE OF CALIFORNIA)
)ss
COUNTY OF Los Angeles)

On May 25 1999 before me, LISA FREDERICKS,
personally appeared Marsha Jennings, 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 Marsha Jennings



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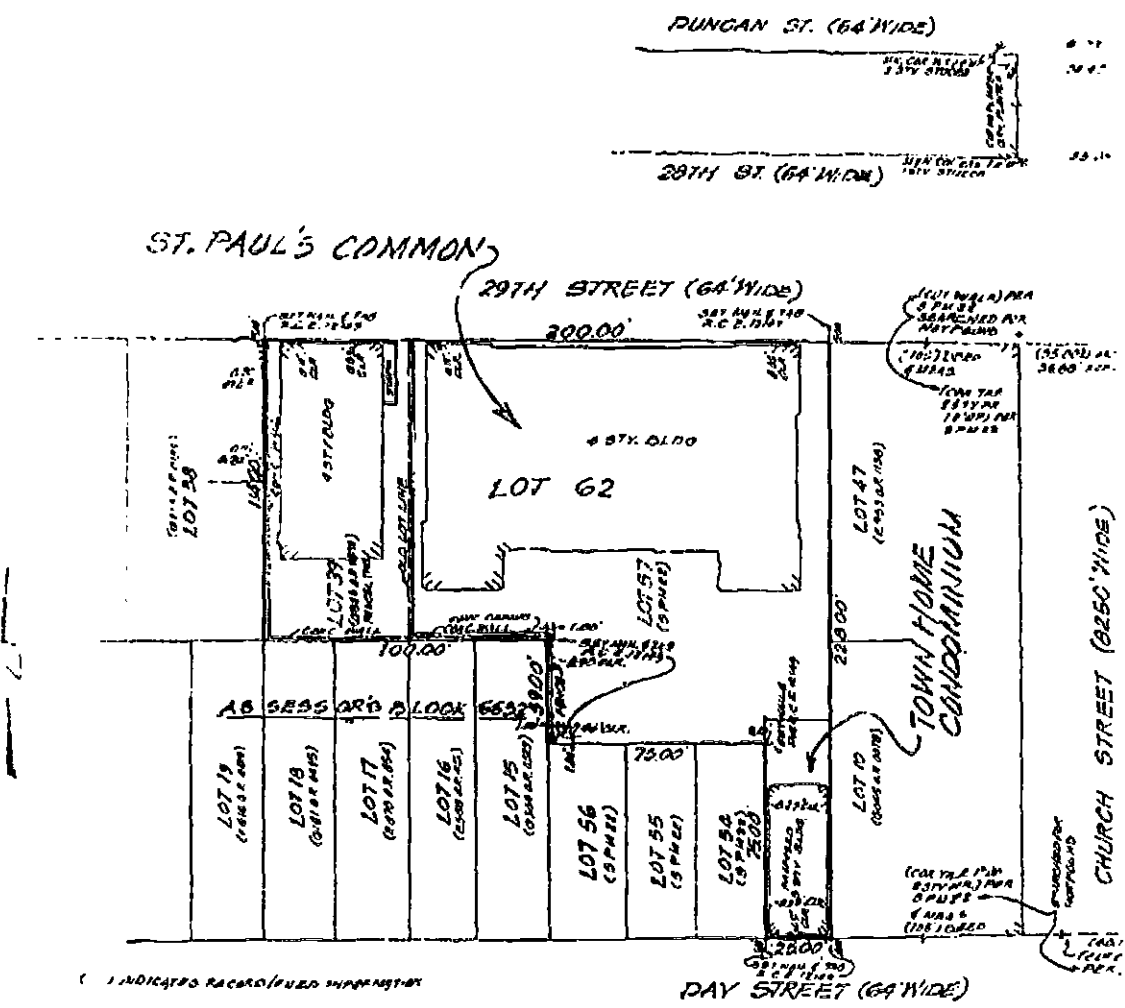
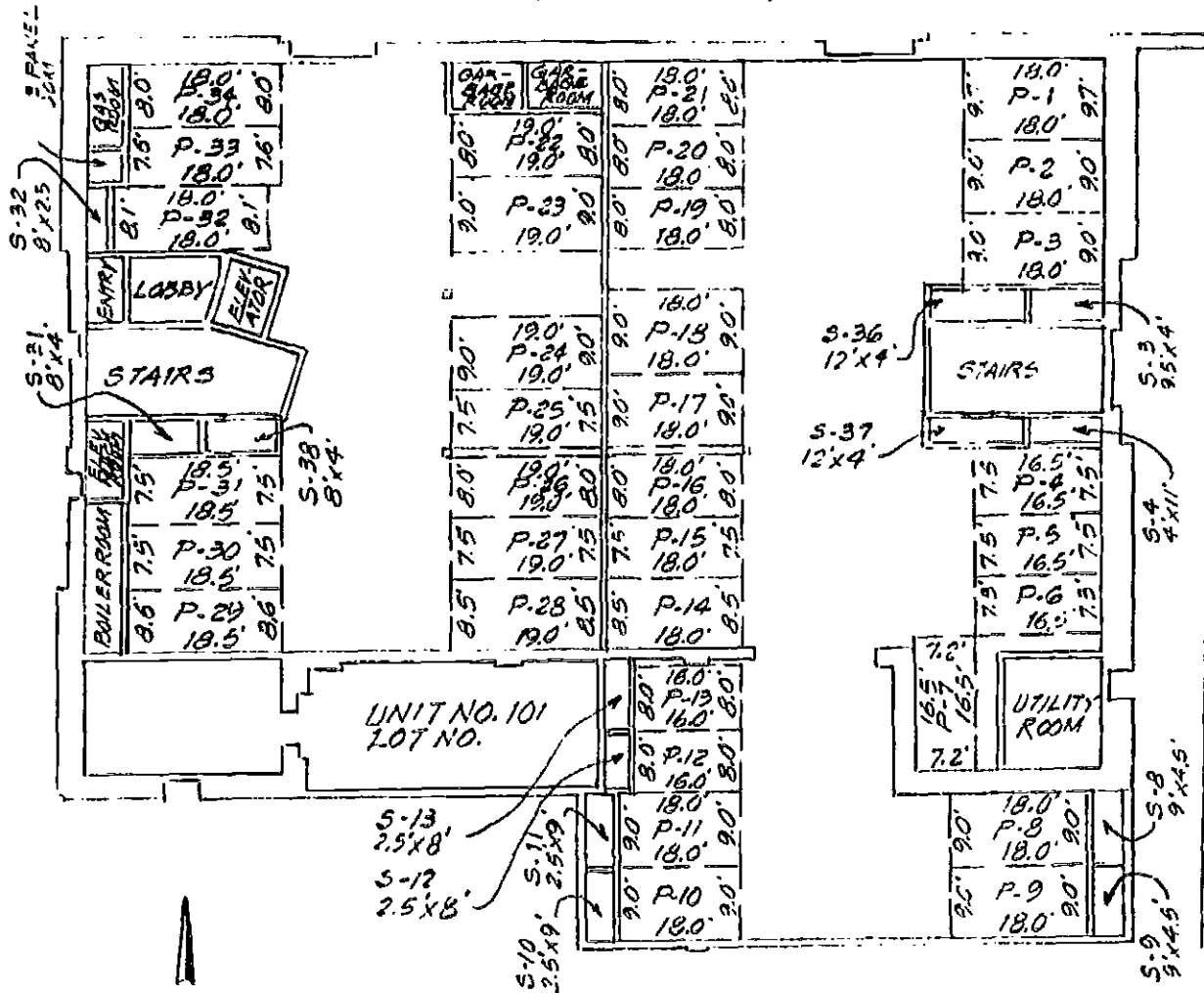


EXHIBIT A
NOT TO SCALE

Order: HW7HVVHSQ
Address: 323 29th St # C101
Order Date: 09-03-2019
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29TH STREET

G594052



1ST FLOOR

LEGEND:

- P-10 INDICATES PARKING SPACE NO.10
- S-13 INDICATES STORAGE SPACE NO.13

EXHIBIT B

BLDG. 323 29TH ST.

AMENDING PARKING SPACES & ADDING
STORAGE SPACES AS SHOWN IN CONDOMINIUM
PLANS RECORDED

IN BOOK
OF CONDOMINIUM MAPS AT PAGES
0, R, SAN FRANCISCO, CALIFORNIA.

Order Date: 09-03-2019
GILTA CIVIL ENGINEERS

Document not for resale

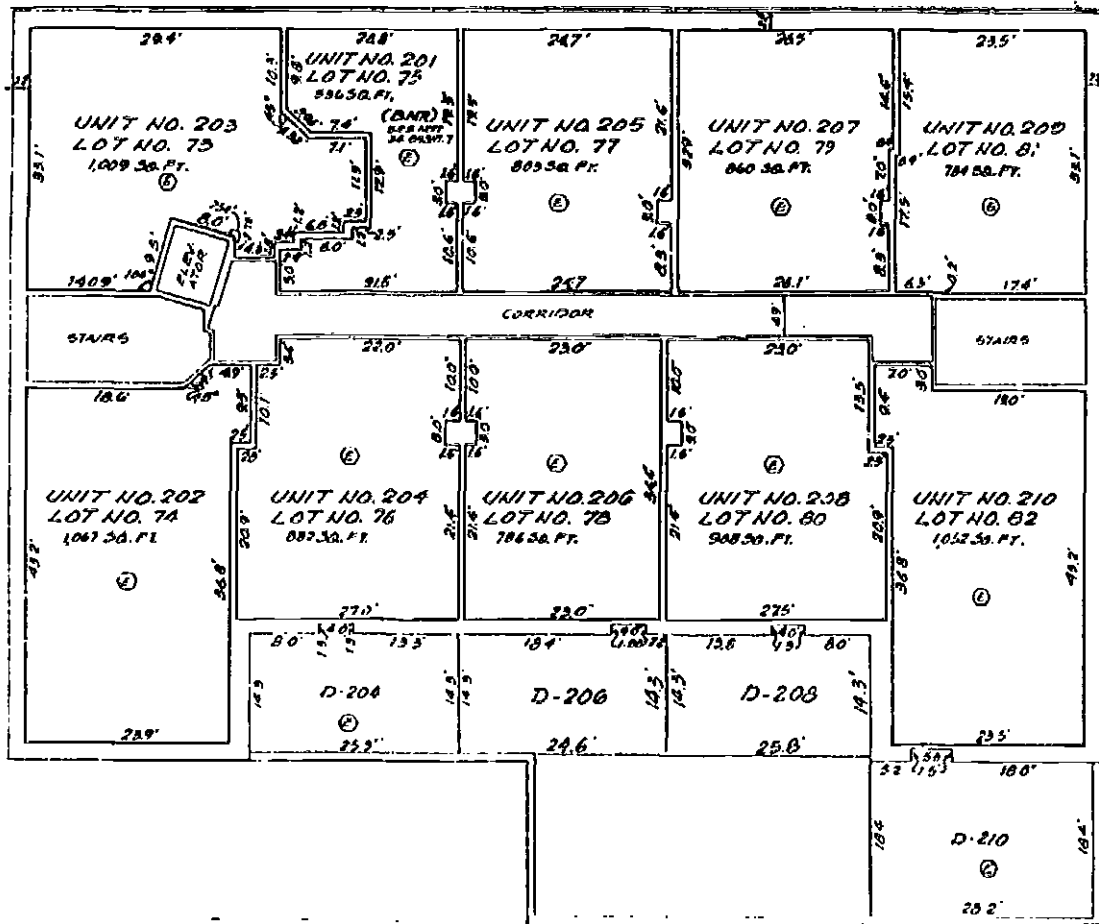
HomeWiseDocs

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SCALE: 1"=20'

29TH STREET



2ND FLOOR

EXHIBIT C-1

BLDG. 317 29TH ST.

Order: HWT-2005-100
Address: 317 29TH ST.
Order Date: 03-20-05
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AMENDING D-206 & D-208 AS SHOWN IN
CONDOMINIUM PLANS RECORDED
IN BOOK OF CONDOMINIUM MAPS A
PAGES 103-20
O.R., SAN FRANCISCO, CALIFORNIA
GLTA CIVIL ENGINEERS

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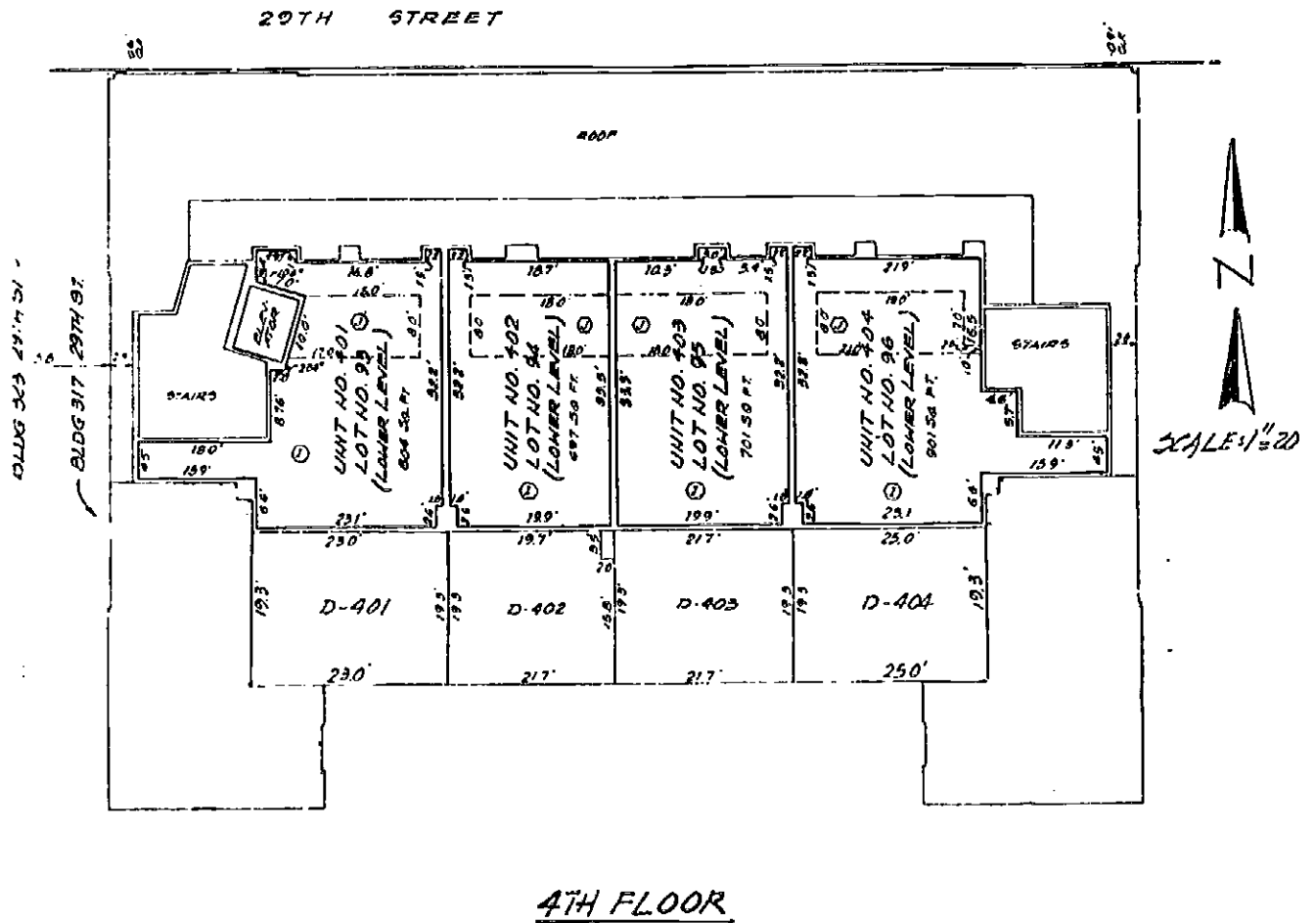


EXHIBIT C-2

BLDG. 317 29TH ST.

AMENDING D-401 & D-404 AS SHOWN IN
CONDOMINIUM PLANS RECORDED
IN BOOK OF CONDOMINIUM MAPS AT
PAGES O.R., SAN FRANCISCO, CALIFORNIA

Order: HW-151515
Address: 323 29th St # C101
Order Date: 09-03-2015
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ORDER: SYMBOL HOUSE ASSOCIATES, L.L.C. A CALIFORNIA LIMITED LIABILITY COMPANY
 10000 N. 10th Ave. #200
 80 DENVER, CO 80231
 303 733 1111
 BY: _____
 11/13/2013


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NOTARY PUBLIC, STATE OF CALIFORNIA
Commission # 1179059
EXP. DATE 4-9-2012

STATE ENGINEER'S STATEMENT. EXAMINED THIS MAP, THAT THE SUBDIVISION, AS I HEREBY STATE THAT I HAVE BEGUN, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE OPERATIVE MAP, AND THAT THERE IS NO MATERIAL VARIATION THEREIN, THAT THE PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT, AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE MAP, HAVE BEEN FULLY COMPLIED WITH, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

RAYMOND L. HALL, JR., CITY ENGINEER

Wm. H. Hall

BY: 

[illegible]

DATED 12th DAY OF MAY, 1944.

Wm. J. [Signature]

CLERK OF THE BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO, CITY OF CALIFORNIA


1 DO REQUEST STATE THAT DURING JANUARY 1979, A SURVEY WAS MADE UNDER MY DIRECTION AND THAT THE SURVEY IS THE END RESULT AS SHOWN ON THIS MAP OF EL PAULS CERRITOS 22, 2914 2222, 20 712 DAT 2155119 ACRES/INACALBANDINITE, SAN FRANCISCO, CALIFORNIA COMPRISING B SHEET'S

AND OCCUPY ON JANUARY 1, 1959 THE POSITIONS INDICATED ON THE WITHIN MAP AND THAT ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE REPRODUCED.

WITNESS MY HAND AND SEAL THIS 2nd DAY OF APRIL, 1999

JAMES D. LUDIN, N.C.C. 12149

(EXP. 3-31-91)

 Copyright © 1997 by the American Psychological Association 0893-3200/97 \$12.00 1-800-426-9939	
<p>Journal of Consulting and Clinical Psychology</p> <p>Volume 65, Number 1, February 1997</p>	<p>Editorial Board</p> <p>Editor: David A. Clark</p> <p>Editorial Board: David A. Clark, David B. Clark, David C. Clark, David D. Clark, David E. Clark, David F. Clark, David G. Clark, David H. Clark, David I. Clark, David J. Clark, David K. Clark, David L. Clark, David M. Clark, David N. Clark, David O. Clark, David P. Clark, David Q. Clark, David R. Clark, David S. Clark, David T. Clark, David U. Clark, David V. Clark, David W. Clark, David X. Clark, David Y. Clark, David Z. Clark</p>

1. The first part of the document is a letter from the author to the editor, dated 10/10/1910. The letter discusses the author's recent work on the history of the United States and the author's opinion of the editor's work.

2. The second part of the document is a letter from the editor to the author, dated 10/10/1910. The letter discusses the author's recent work on the history of the United States and the editor's opinion of the author's work.

3. The third part of the document is a letter from the author to the editor, dated 10/10/1910. The letter discusses the author's recent work on the history of the United States and the author's opinion of the editor's work.

4. The fourth part of the document is a letter from the editor to the author, dated 10/10/1910. The letter discusses the author's recent work on the history of the United States and the editor's opinion of the author's work.

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6. The sixth part of the document is a letter from the editor to the author, dated 10/10/1910. The letter discusses the author's recent work on the history of the United States and the editor's opinion of the author's work.

7. The seventh part of the document is a letter from the author to the editor, dated 10/10/1910. The letter discusses the author's recent work on the history of the United States and the author's opinion of the editor's work.

8. The eighth part of the document is a letter from the editor to the author, dated 10/10/1910. The letter discusses the author's recent work on the history of the United States and the editor's opinion of the author's work.

9. The ninth part of the document is a letter from the author to the editor, dated 10/10/1910. The letter discusses the author's recent work on the history of the United States and the author's opinion of the editor's work.

10. The tenth part of the document is a letter from the editor to the author, dated 10/10/1910. The letter discusses the author's recent work on the history of the United States and the editor's opinion of the author's work.

DATE: 10/10/2019 10:00:00 AM
PAGE: 10/10

APPROVED AS TO FORM,
LOUISE BARNIE, CITY ATTORNEY
BY: 2022 Mdy
IN WITNESS WHEREOF, CITY AND COUNTY OF SAN FRANCISCO
APPROVED: _____
THIS DAY IS APPROVED THIS 12th DAY OF MAY
BY ORDER NO. 17162 114 1299

CLARENCE L. STANTON,
LAWYER, L. STANTON, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND
COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, ADOPTED MAY 17
1957. APPROVED THIS AND FORWARDED THIS 17TH DAY OF MAY 1957
BY A RESPECTABLE AND SOBERLY BEING, AND PUBLISHED AT 3:23 PM, 1957.
A. H. HARRIS, CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF
SAN FRANCISCO, CALIFORNIA.

IN TESTIMONY WHEREOF, I HAVE IN 3 WORDS SUBSCRIBED IN HAND AND CAUSED THE
SEAL OF THIS OFFICE TO BE AFFIXED.

Clarence L. Stanton
CLARENCE L. STANTON, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND
COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

RECORDED STATEMENT
FILED THIS 17th DAY OF
SEPTEMBER 1941 AT
COUNTY OF SAN FRANCISCO
OF CLAY CIVIL ENGINEER.

17th SEP 1941
SF. AT TALES 122-1027. AT THE REQUEST
OF

Clay
County Recorder
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

STATEMENT OF REBUTTAL
OF THE UNDERTAKING. COPIES OF THE REAL PROPERTY SHOWN ON THIS MAP,
HEREBY STATE THAT WE HAVE MAILED TO, AND WILL COMPLY WITH ALL CON-
DITIONS OF THE UNDERTAKING, AND WILL COMPLY WITH ALL CON-
DITIONS OF THE CITY PLANNING COMMISSION AND THE BOARD OF SUPERVISORS
PARENTS STATE THAT ALL APPLICABLE MODIFICATIONS FOR THE SUPERVISOR AND
OF THE STATE OF CALIFORNIA AND THE SUBDIVISION CODE OF THE CITY
AND COUNTY OF SAN FRANCISCO GOVERNING APPROVAL OF THIS MAP WILL BE
APPROVED TO.

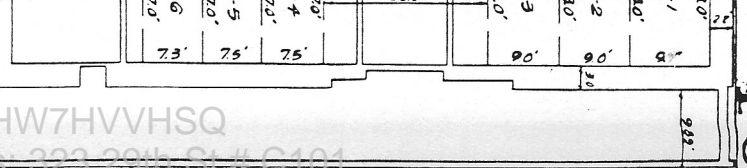
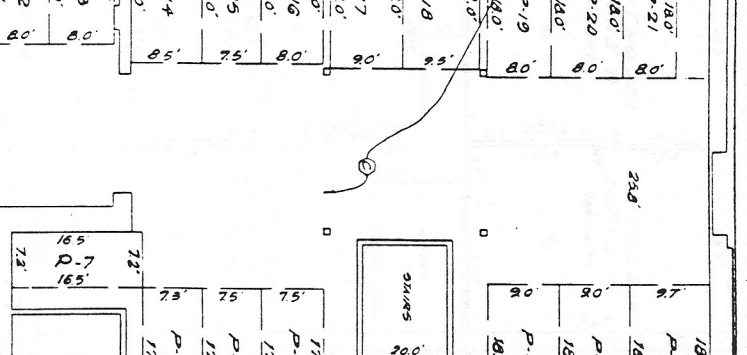
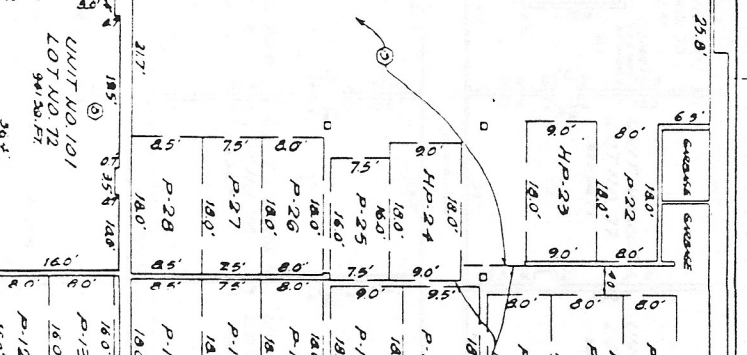
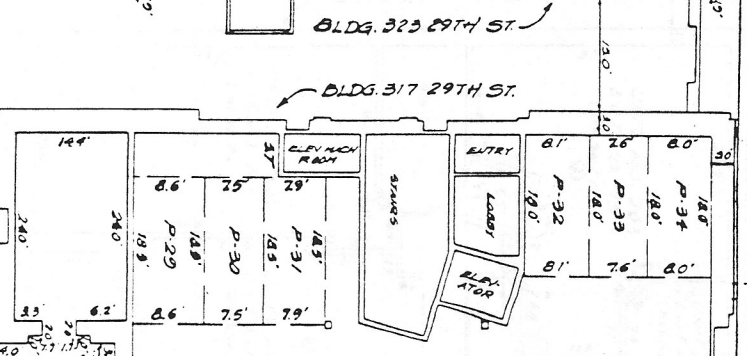
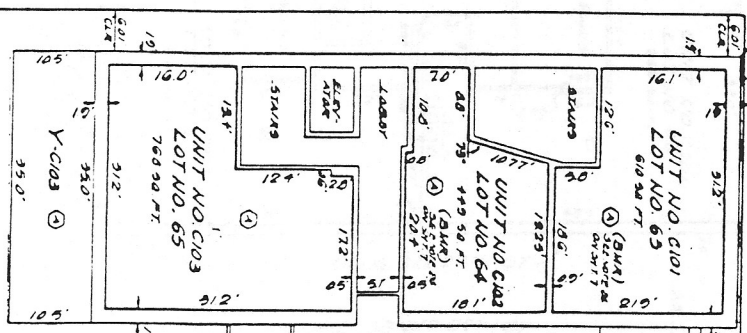
ON THIS _____ DAY OF _____, 19____, _____, LTD., A CALIFORNIA LIMITED LIABILITY CORP
BY John W. Miller PRESIDENT
BY Richard A. MacArthur VICE PRESIDENT
BY John W. Miller SECRETARY
BY Richard A. MacArthur TREASURER

MAP OF
ST. PAULS COMMONS
317-323 29TH STREET & 210-212 DAY STREET
A RESIDENTIAL CONDOMINIUM PROJECT
BEING A SUBDIVISION OF LOT 62 AS SHOWN ON THAT CERTAIN PAGES
MAP RECORDED MARCH 3, 1999 IN BLOCK 42 OF PAGES 100-101 PAGE
9, BEING ALSO LOT 62 IN ASSESSOR'S BLOCK 6632, SAN FRANCISCO,
CALIFORNIA.

GL+A CIVIL ENGINEERS
APRIL, 1999
SHEET 1 OF 9 SHEETS

29TH STREET

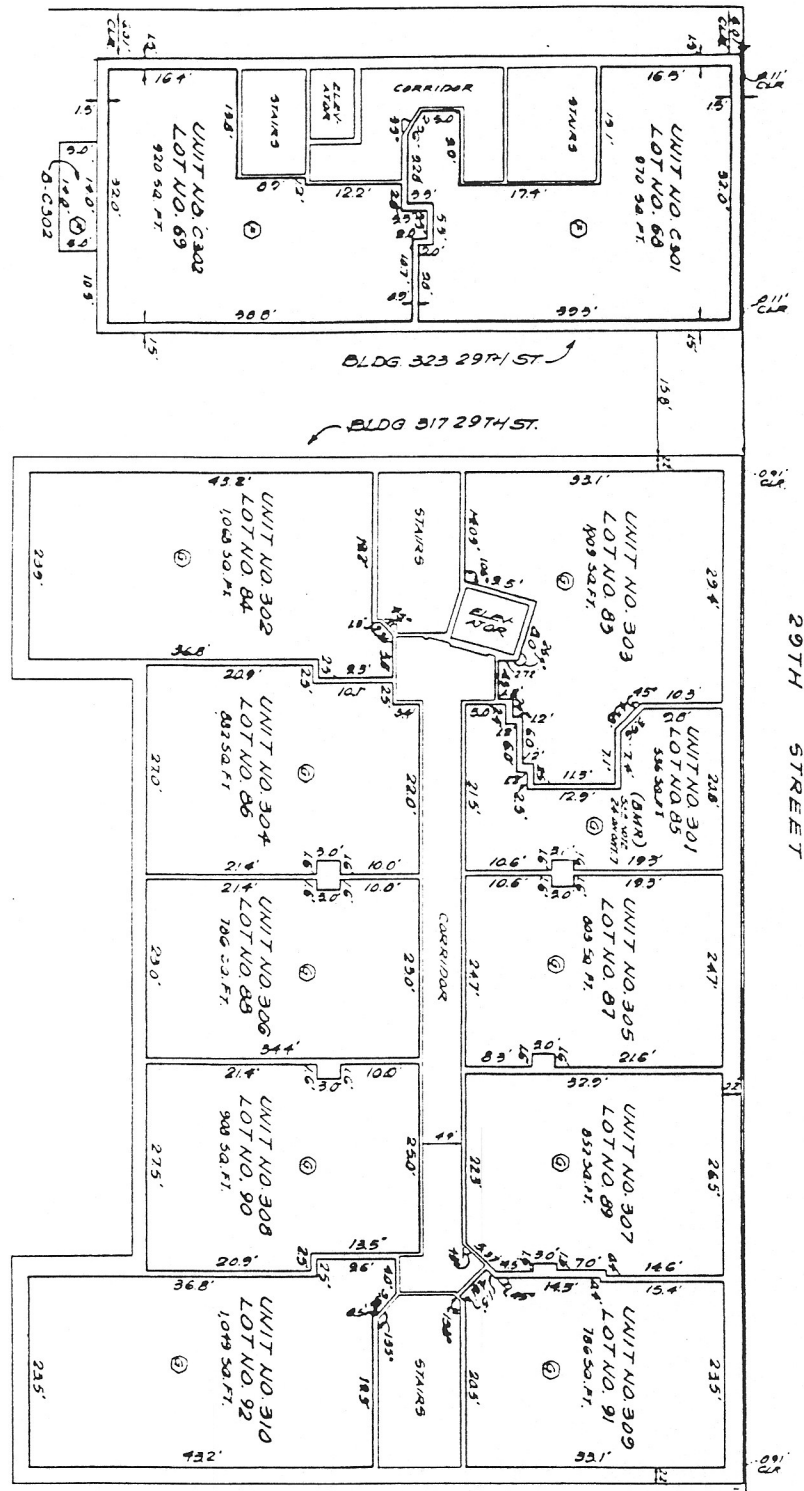
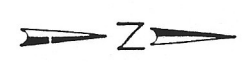
104



Lot No	Unit No	323 29th Street % Common Area	Square Feet
62	6102	1/4	410
64	6102	1/4	448
65	6103	1/4	768
66	6201	1/4	888
67	6202	1/4	820
68	6202	1/4	870
69	6102	1/4	820
70	6201	1/4	820
71	6202	1/4	848

29TH STREET

106



3RD FLOOR

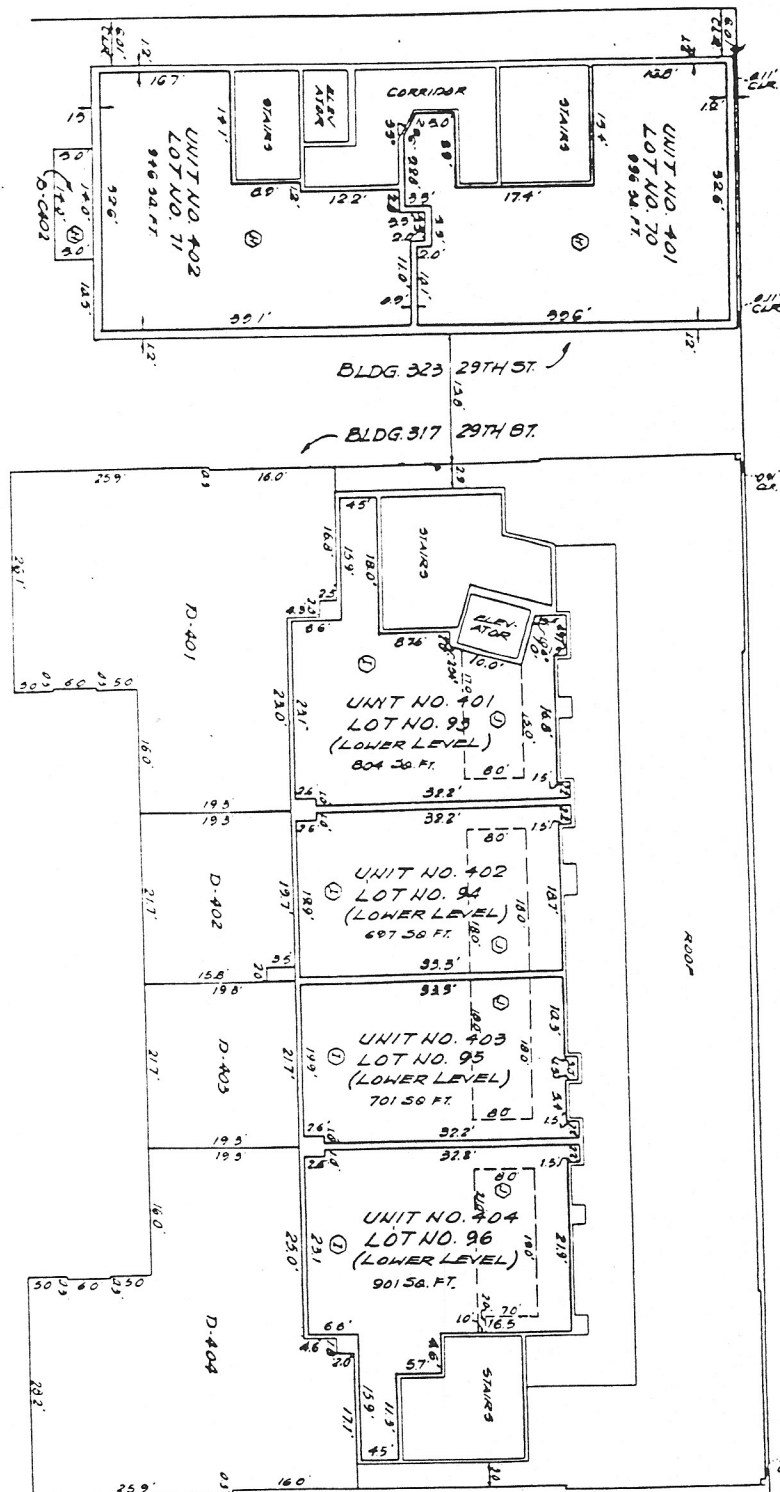
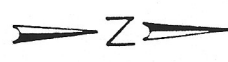
MAP OF
ST. PAUL'S COMMONS
 317-323 29TH STREET & 210-212 DAYSTREET
 A RESIDENTIAL CONDOMINIUM PROJECT

BEING A SUBDIVISION OF LOT 42 AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED MARCH 1, 1999 IN BOOK 44 OF PARCEL MAPS AT PAGE 1, BEING ALSO LOT 62 IN ASSASSOR'S BLOCK 6671, SAN FRANCISCO, CALIFORNIA.

GL+A CIVIL ENGINEERS
 APRIL, 1999
 SHEET 6 OF 8 SHEETS
 SCALE 1"=10'

Order: HW7HVVHSQ
 Address: 323 29th St # C101
 Order Date: 09-03-2019

Document not for resale
 HomeWiseDocs



4TH FLOOR

MAP OF

ST. PAUL'S COMMONS

317-323 29TH STREET & 210-212 DAY STREET

A RESIDENTIAL CONDOMINIUM PROJECT

BEING A SUBDIVISION OF LOT 62 AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED MARCH 2, 1999 IN BOOK 44 OF PARCEL MAPS AT PAGE 5, BEING ALSO LOT 62 IN ASSessor'S BLOCK 6532, SAN FRANCISCO, CALIFORNIA.

GL+A CIVIL ENGINEERS

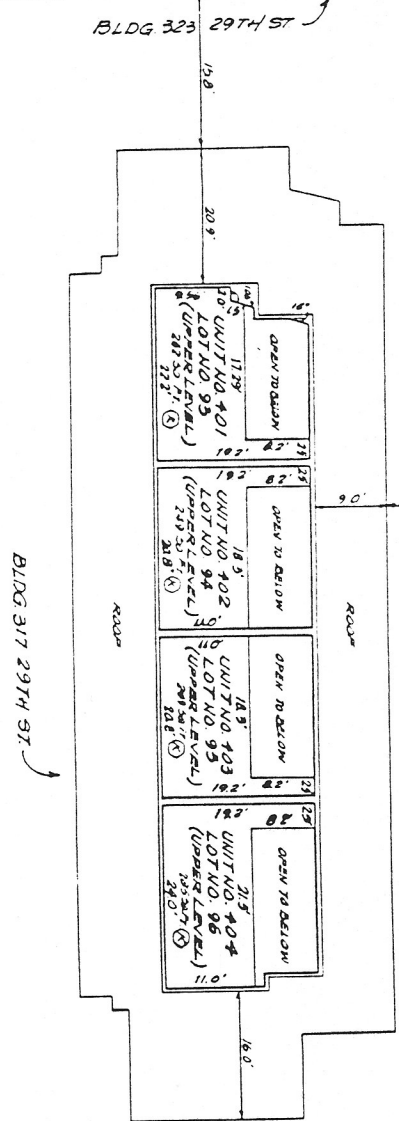
APRIL, 1999

SHEET 00 OF 08 SHEETS

SCALE: 1"=10'

Order: HW7HVVHSQ
Address: 323 29th St # C101
Order Date: 09-03-2019

Document not for resale
HomeWiseDocs



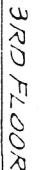
BLDG. 317 29TH ST.

23. "ASSOCIATE ON PROPERTY" MEANS ALL OF THE REAL PROPERTY SHOWN AS LOT 62 ON THE MAP AND THE IMPROVEMENTS THEREON EXCEPT THE ASSOCIATION PROPERTY, INCLUDING THE DRIVEWAYS AND PRIVATE STREETS, WALKWAYS, PARKING SPACES AND GARAGE AND AIRSPACE OVERLIEING THE CONDOMINIUM BUILDINGS. THE SEPARATION BETWEEN THE ASSOCIATION PROPERTY AND THE CONDOMINIUM BUILDINGS, IN THE AREA BETWEEN THE GARAGE (ASSOCIATION PROPERTY) AND THE CONDOMINIUM BUILDINGS IS THE GROUND FLOOR OF THE GARAGE OR ON THE FIRST LEVEL OF THE CONDOMINIUM BUILDINGS.
24. "SEPARATION" MEANS THE SEPARATION BETWEEN THE ASSOCIATION PROPERTY AND THE CONDOMINIUM BUILDINGS IN AREAS OTHER THAN BETWEEN THE GARAGE AND THE CONDOMINIUM BUILDINGS. IS THE BOTTOM OF THE FOUNDATION SEPARATING THE CONDOMINIUM BUILDINGS FROM THE UNDERLYING LAND (EACHING 20' OR THEREABOUTS) OR THE GROUND SURFACE OF THE BUILDING. BUILDING MEANS THE THREE UNIT RESIDENTIAL CONDOMINIUM BUILDING, BUILDING 317 37TH ST., BUILDING 210-212 DRY ST. AND BUILDING 317 37TH ST., BUILDING 210-212 DRY ST. AND ST. 25. "IMPROVEMENTS" MEANS ANY BUILDING OR STRUCTURE, INCLUDING THE ENVELOPE, INCLUDING ANY IMPROVEMENT PERMANENTLY APPLIED TO THE CONDOMINIUM BUILDING, STRUCTURE, WHATEVER OF WHETHER CONDOMINIUM BUILDING, DWELLING, SUCH AS ELEVATOR, ELEVATOR SHAFTS AND STAIRCASES. THE CONDOMINIUM BUILDING DOES NOT INCLUDE THE LAND, THE GARAGE UNDERGROUND, THE AIRSPACE OR ANY OTHER IMPROVEMENTS SITUATED OVERLIEING THE CONDOMINIUM BUILDING ENVELOPE AS SHOWN ON THE PLAN UNLESS THE IMPROVEMENT SUCH AS DECK IS PERMANENTLY APPLIED TO THE BUILDING, LOCATED ON THE PROPERTY OF THE CONDOMINIUM BUILDING, SEPARATELY INHERED AS A CONDOMINIUM BUILDING. EACH CONDOMINIUM BUILDING, SEPARATELY INHERED AS A CONDOMINIUM BUILDING. ON THE CONDOMINIUM PLAN IS A SEPARATE CONDOMINIUM BUILDING.
26. "CONDOMINIUM BUILDING" MEANS THE CONDOMINIUM BUILDING, SEPARATELY INHERED AS A CONDOMINIUM BUILDING.

24. THE BULKY MARKET RATE UNITS (BMR) ARE SHOWN ON SHEET 3 AS UNITS IN LOT A C102, SHOWN ON SHEET 5 AS LOT NO. 101 AND SHOWN ON SHEET 4 AS LOT NO. 201.
25. SUBJECT TO NOTICE OF SPECIAL RESTRICTIONS UNDER THE CITY PLANNING CODE RECORDED OCT. 29, 1997 IN BELL 6398 O.R. INANCE 0407.
26. SUBJECT TO ANNUAL STRIPES ENCROACHMENT PERMITS RECORDED JUNE 1, 1998 IN BELL 6406 O.R. INANCE 0404-401.

GL+A CIVIL ENGINEERS

SCALE: 1"=10'



Year	1970	1971
1	123	131
2	123	132
3	132	142
4	133	142
5	143	151

GL+A CIVIL ENGINEERS

SCALE: 1"=10'