

CC&Rs-Condo Declaration
766 Harrison Street Owners' Association

Order: LLKYW4VNV
Address: 766 Harrison St Unit 209
Order Date: 09-03-2019
Document not for resale
HomeWiseDocs

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
766 HARRISON STREET
OWNERS' ASSOCIATION
c/o Law Offices of Lise K. Strom, Esq.
P.O. Box 3664
Santa Clara, CA 95055

CONFORMED COPY of document recorded on,
as No. 05/26/2010.20101974318 at _____
This document has not been compared with the original
SAN FRANCISCO ASSESSOR RECORDER

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**FIRST AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR 766 HARRISON STREET**

This First Amendment to the Declaration of Restrictions for 766 Harrison Street is made on the date hereinafter set forth by 766 HARRISON STREET OWNERS' ASSOCIATION, a California nonprofit mutual benefit corporation, (hereinafter referred to as the "Association").

WHEREAS, the Association is the successor-in-interest to 766 HARRISON, LLC, a California limited liability company, which, as Declarant executed that certain Declaration of Restrictions recorded on September 3, 2008, as Instrument No. I641785, in the Official Records of the City and County of San Francisco, State of California (hereinafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration, as amended, governs that certain real property described more particularly as:

All that real property as shown on that certain map entitled "Final Map No. 4566," which map was filed for record on July 2, 2008, Condominium Map Book 106, at pages 219 through 221, inclusive, in the Official Records of the City and County of San Francisco;

and

WHEREAS, the Members of the Association, constituting (1) more than fifty percent (50%) of all the Owners, including Declarant, and (2) more than fifty percent (50%) of all the Owners, excluding Declarant, desire to amend the Original Declaration pursuant to Section 13.3 thereof;

NOW, THEREFORE, pursuant to Section 13.3 of the Original Declaration, the Members of the Association, constituting (1) more than fifty percent (50%) of all the Owners, including Declarant, and (2) more than fifty percent (50%) of all the Owners, excluding Declarant, do hereby declare that the Original Declaration be, and it is hereby, AMENDED, as follows:

Sec. 1. Section 7.15 is hereby added to Article 7 [Use Restrictions for Residential Units] to read as follows:

7.15 SMOKING RESTRICTIONS. Pursuant to the Association's power to ensure the safety, welfare, and health of the Project residents, as described in Section 5.1(b) and consistent with California *Corporations Code* §7140 *et seq.*, the Board has the express power to regulate, restrict, and/or prohibit smoking anywhere within the Project, specifically including Commercial Units, Residential Units, Exclusive Use Common Areas, and Common Area. Smoking shall be prohibited in all Residential Units, Commercial Units, and in all enclosed Common Areas at all times. The Board may promulgate Operating Rules related to smoking, consistent with the rulemaking procedures outlined in Section 5.2(j) and California *Civil Code* §1357.100 *et seq.*

Sec. 2. Section 8.11 [Inclusion of Residential Restrictions] is hereby amended to read as follows:

8.11 INCLUSION OF RESIDENTIAL RESTRICTIONS. The provisions of Sections 7.2, 7.4, 7.5, 7.6, 7.7, 7.9, 7.10, 7.11 and 7.15 are incorporated into this Article 8 and are restrictions on the use of the Commercial Units. In the case of any conflict between the provisions of this Article 8 and the incorporated provisions of Article 7, the provisions of this Article 8 will control.

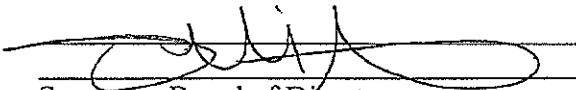
IN WITNESS WHEREOF, we, the Members of 766 HARRISON STREET OWNERS' ASSOCIATION, constituting (1) more than fifty percent (50%) of all the Owners, including Declarant, and (2) more than fifty percent (50%) of all the Owners, excluding Declarant, hereby affirm, approve, and adopt the foregoing First Amendment in accordance with Section 13.3 of the Original Declaration, which First Amendment shall be recorded in the Official Records of the City and County of San Francisco.

DATED: 5-19-10

766 HARRISON STREET OWNERS' ASSOCIATION,
a California nonprofit mutual benefit corporation



JOHN MECKLEBURG
President, Board of Directors



Secretary, Board of Directors

State of California }
County of Riverside

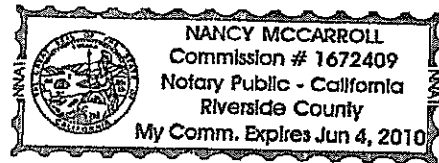
On May 21, 2010 before me, Nancy McCarroll, Notary Public,
personally appeared
John M. Munkelbundy

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nancy McCarroll
Notary Public



State of California } VA
County of FAIRFAX

On 13th May 2010 before me, mina moinipanah,
personally appeared JULIE MARION STARR,
Julie marion starr

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mina Moinipanah
Notary Public





RECORDING REQUESTED BY:

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder

OLD REPUBLIC TITLE COMPANY

DOC- 2008-I666932-00

WHEN RECORDED MAIL TO:

Thursday, OCT 16, 2008 15:24:38
Ttl Pd \$26.00 Rpt # 0003555253

HERZIG & BERLESE
444 GOUGH STREET
SUITE 5
SAN FRANCISCO, CA 94102

REEL J748 IMAGE 0571
ofa/ER/1-7

0227006597-MN

Space Above for Recorder's Use

FIRST AMENDMENT

CERTIFIED COPY

TO

DECLARATION OF RESTRICTIONS

AND CONDOMINIUM PLAN

FOR

766 HARRISON STREET
SAN FRANCISCO, CALIFORNIA
a Condominium Project

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND
CONDOMINIUM PLAN FOR 766 HARRISON STREET SAN FRANCISCO,
CALIFORNIA a Condominium Project ("First Amendment") is made
by 766 Harrison LLC, a California limited liability company
("Declarant").

RECITALS

A. WHEREAS, Declarant caused to be recorded a DECLARATION OF RESTRICTIONS AND CONDOMINIUM PLAN FOR 766 HARRISON STREET SAN FRANCISCO, CALIFORNIA a Condominium Project, on September 3, 2008 as Instrument No. I-641785 in the Office of the Recorder of San Francisco County, State of California, dated September 2, 2008 ("Declaration").

B. WHEREAS, the real property which is the subject of the Declaration is that certain real property located in the City of San Francisco, County of San Francisco, State of California, and is described as follows:

All that real property as shown on that certain map entitled "Final Map No. 4566", which map was filed for record on July 2, 2008 in Condominium Map Book 106 pages 219-221, San Francisco County Records.

C. WHEREAS, ARTICLE 13, Section 13.3 AMENDMENTS, provides that prior to close of escrow on the sale of the first Condominium, the Declaration may be amended by Declarant.

D. WHEREAS, Declarant is the Owner of all of the Condominiums in the Project as defined in Article 1, Section 1.21. "Project" of the Declaration.

E. NOW, THEREFORE, in accordance with ARTICLE 13, Section 13.3 AMENDMENTS, the Declaration is hereby amended as follows:

1. The following Sections are hereby added to Article 1:

"1.25. FHA.

FHA shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development and any department or agency of the United States government which succeeds to the FHA's function of insuring notes secured by Mortgages on residential real estate.

1.26. VA.

VA shall mean the Department of Veterans Affairs of the United States of America and any department or agency of the United States government which succeeds to VA's function of issuing guarantees of notes secured by Mortgages on residential real estate."

2. The following Section is hereby added to Article 4:

"4.16: Capital Contributions to the Association.

Upon acquisition of record title to a Condominium from Declarant, each Owner of a Condominium in the Project shall contribute to the capital of the Association an amount equal to two (2) months of the amount of the then Annual Assessment for that Condominium as determined by the Board (the "Capital Contribution"). The Capital Contribution is in addition to the Annual Assessment for each Condominium. The Capital Contribution shall be deposited by the buyer into the purchase and sale escrow and disbursed therefrom to the Association or to Declarant if Declarant has previously advanced such funds to the Association."

3. Article 10, Section 10.1 REQUIRED COVERAGE., paragraph D. Fidelity Bond, is hereby deleted.

4. The following paragraph D. Fidelity Bond, is hereby added to Article 10, Section 10.1 REQUIRED COVERAGE:

"Fidelity Bond. Fidelity bond coverage which names the Association as an obligee must be obtained by or on behalf of the Association for any person or entity handling funds of the Association, including, but not limited to, officers, directors, trustees, employees and agents of the Association and employees of the Manager of the Association, whether or not such Persons are compensated for their services, in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the Manager, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than the sum equal to one-fourth (1/4) of the Annual Assessments on all Condominiums in the Project, plus reserve funds."


5. The following sentence is hereby added to Article 13 General Provisions, Section 13.3 AMENDMENTS:

"So long as there is a Class B membership, any amendment to this Declaration shall be submitted to approved by the VA/FHA, as applicable."


With the exception of the foregoing, the Declaration shall remain unchanged, in force, and in effect with regard to the property described herein.

This First Amendment is dated October 2, 2008 for identification purposes.

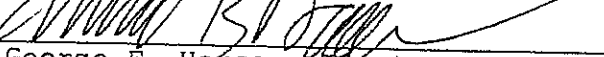
766 Harrison LLC, a California limited liability company
By: George F. Hauser 1988 Revocable Inter-Vivos Trust Member

By: 
George F. Hauser, Trustee

By: 60 Rausch LLC

By: 
George F. Hauser, Trustee
of George F. Hauser 1988
Revocable Inter-Vivos Trust, Member

By: 73 Sumner LLC

By: 
George F. Hauser, Trustee
of George F. Hauser 1988
Revocable Inter-Vivos Trust, Member

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On 10/15/08 before me, C. Galvan
(Here insert name and title of the officer)

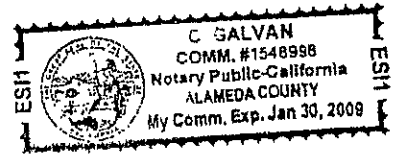
personally appeared George Hamer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ is are subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in ~~his~~ his / ~~her~~ / ~~their~~ authorized capacity(ies), and that by ~~his~~ his / ~~her~~ / ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

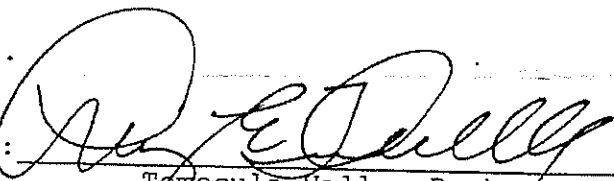
Other _____

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document

SUBORDINATION

The undersigned, as Beneficiary of the beneficial interest in and under that certain Deed of Trust dated August 29, 2006 and recorded on September 6, 2006 in the Official Records under Recorder's Serial Number 2006-1245580-00, Loan No.: 868001072, Returned to Address: 781 Lincoln Ave., #320, San Rafael, CA 94901 (the "Deed of Trust") which Deed of Trust is by and between 60 Rausch, LLC, a California limited liability company, as to an undivided 54.00% and 73 Sumner, LLC, a California limited liability company, as to an undivided 45.00% and 766 Harrison, LLC, a California limited liability company, as to an undivided 1.00%, as Trustor, Temecula Valley Bank, as Trustee, and Temecula Valley Bank, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereunder to the foregoing FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND CONDOMINIUM PLAN FOR 766 HARRISON STREET SAN FRANCISCO, CALIFORNIA a Condominium Project ("First Amendment") and to maintenance and other easements to be conveyed to the Association in accordance with the First Amendment. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Property by foreclosure or any other remedy in or relating to the Deed of Trust, the undersigned will acquire title subject to the provisions of the Declaration, and any recorded amendments thereto, which shall remain in full force and effect.

Dated: October 2, 2008.

By: 
Temecula Valley Bank

Its: EXECUTIVE VICE PRESIDENT

Acknowledgment

State of California
County of Marin

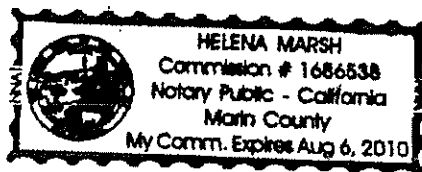
On October 15, 2008 before me, **Helena Marsh, Notary Public,**

personally appeared ***Larry E. Tidwell***
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Helena Marsh
Notary's Signature



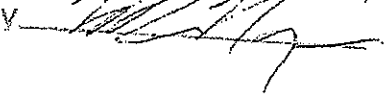
When Recorded Return To:

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

022 7006597-MN

415 861-8800 x404

This is to certify that this is a
true and correct copy of the
original document recorded
on SEPT. 3, 2008 at 8:00
to No. 7641785 in the
County of SAN FRANCISCO
Old Republic Title Company

By 

DECLARATION OF RESTRICTIONS AND
CONDOMINIUM PLAN

FOR

766 HARRISON STREET
SAN FRANCISCO, CALIFORNIA
a Condominium Project

766 Harrison LLC, a California limited liability company

Declarant

TABLE OF CONTENTS

ARTICLE 1	
Definitions	2
ARTICLE 2	
Easements and Property Rights	4
2.1 CONDOMINIUM.	4
2.2 NO SEPARATE CONVEYANCE OF COMMON AREA.	5
2.3 EASEMENTS AND USE RIGHTS.	5
2.4 PARTITION; POWER OF ATTORNEY.	7
2.5 FURTHER SUBDIVISION PROHIBITED.	8
2.6 RECONFIGURATION OF AFFORDABLE RESIDENTIAL UNIT.	8
2.7	8
ARTICLE 3	
Association, Administration, Membership and Voting Rights	8
3.1 ASSOCIATION TO MANAGE PROJECT.	8
3.2 MEMBERSHIP.	8
3.3 MEMBERSHIP CLASSES.	8
3.4 VOTING RIGHTS.	8
ARTICLE 4	
Assessments	9
4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.	9
4.2 PURPOSE OF ASSESSMENTS.	9
4.3 REGULAR ASSESSMENTS.	9
4.4 SPECIAL ASSESSMENTS.	10
4.5 ASSESSMENTS FOR EMERGENCY PURPOSES.	10
4.6 REIMBURSEMENT ASSESSMENTS.	10
4.7 DIVISION OF ASSESSMENTS.	11
4.8 DATE OF COMMENCEMENT AND DUE DATES OF ASSESSMENTS; NOTICE TO OWNERS.	12
4.9 EFFECT OF NONPAYMENT OF ASSESSMENT.	12
4.10 REMEDIES ON DEFAULT.	13
4.11 PRIORITIES.	13
4.12 MORTGAGEE'S LIABILITY FOR UNPAID ASSESSMENTS.	13
4.13 SEGREGATION OF FUNDS.	14
4.14 WAIVER OF EXEMPTIONS.	14
4.15 UNSEGREGATED REAL PROPERTY TAX BILL.	14

ARTICLE 5

Duties and Powers of the Association 14

5.1 APPLICABILITY OF THE DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT AND THE NON-PROFIT MUTUAL BENEFIT CORPORATION LAW. 14

5.2 DUTIES AND POWERS. 15

5.3 LIMITATION ON POWERS OF THE BOARD - PROHIBITED ACTS. 17

ARTICLE 6

Architectural Control 18

6.1 APPROVAL REQUIRED. 18

6.2 PROCEDURES. 18

6.3 IMPROVEMENTS TO FACILITATE ACCESS FOR PHYSICALLY DISABLED PERSONS. 18

6.4 ANTENNAS. 19

6.5 DECLARANT EXEMPT. 19

ARTICLE 7

Use Restrictions 19

7.1 CONDOMINIUM USE. 19

7.2 SALES ACTIVITIES. 19

7.3 USE OF PARKING SPACES. 19

7.4 NUISANCE. 20

7.5 SIGNS. 21

7.6 ANIMALS. 21

7.7 GARBAGE DISPOSAL. 21

7.8 RIGHT TO LEASE. 22

7.9 CLOTHES LINES. 22

7.10 ANTENNAS AND SATELLITE DISHES. 22

7.11 STORAGE. 22

7.12 WINDOW COVERING. 22

7.13 DECKS, BALCONIES, PATIOS, AND YARDS. 22

7.14 SOUND TRANSMISSION. 22

ARTICLE 8

Use Restrictions for the Commercial Units 23

8.1 COMMERCIAL USE. 23

8.2 LEASING OF A COMMERCIAL UNIT. 23

8.3 SIGNS. 23

8.4 CUSTOMERS, GUESTS AND LESSEES. 24

8.5 ANIMALS. 24

8.6 ADVERTISING. 24

8.7 MACHINERY. 24

8.8 USE OF PORTIONS OF COMMON AREA. 24

8.9 REFUSE DISPOSAL. 24

8.10 "OCCUPANT" DEFINED.	24
8.11 INCLUSION OF RESIDENTIAL RESTRICTIONS.	25
ARTICLE 9	
Maintenance and Repair Obligations	25
9.1 OWNER'S MAINTENANCE AND REPAIR OBLIGATIONS.	25
9.2 ASSOCIATION'S MAINTENANCE AND REPAIR OBLIGATIONS.	26
9.3 MAINTENANCE RESPONSIBILITY LIST.	27
ARTICLE 10	
Insurance Coverage	27
10.1 REQUIRED COVERAGE.	27
10.2 INSURANCE REQUIRED BY CERTAIN LENDERS.	29
10.3 REVIEW OF POLICIES; ADDITIONAL INSURANCE.	29
10.4 OWNER'S INSURANCE.	29
10.5 INSURANCE PREMIUMS.	29
10.6 NOTICE OF LAPSE, CANCELLATION OR NON-RENEWAL OF INSURANCE POLICIES.	29
10.7 SETTLEMENT OF INSURANCE CLAIMS.	30
ARTICLE 11	
Damage or Destruction; Condemnation	30
11.1 DAMAGE TO A SINGLE UNIT.	30
11.2 DAMAGE TO TWO OR MORE UNITS OR COMMON AREA.	30
11.3 CONDEMNATION.	32
ARTICLE 12	
Mortgage Protection Provisions	32
12.1 "MORTGAGE, MORTGAGEE, MORTGAGOR" DEFINED.	32
12.2 MORTGAGE PERMITTED; VALIDITY OF MORTGAGE LIEN.	32
12.3 REQUIRED CONSENT OF ELIGIBLE MORTGAGE HOLDERS.	32
12.4 REQUIRED CONSENT OF FIRST MORTGAGEES.	33
12.5 NOTICE TO MORTGAGE HOLDERS, INSURERS AND GUARANTORS. ...	34
12.6 RIGHTS TO INSPECT, RECEIVE STATEMENTS, ATTEND MEETINGS. ...	34
12.7 LIMITATION ON RIGHT OF FIRST REFUSAL.	35
12.8 PRIORITY AS TO PROCEEDS AND AWARDS.	35
12.9 SUBORDINATION.	35
12.10 LIEN ON INDIVIDUAL UNIT.	35
ARTICLE 13	
General Provisions	35
13.1 ENFORCEMENT.	35
13.2 TERM.	37
13.3 AMENDMENTS.	37
13.4 OWNER'S COMPLIANCE.	38

13.5 POWER OF ATTORNEY	38
13.6 NOTICES	38
13.7 INDEMNIFICATION	38
13.8 STANDING OF ASSOCIATION	38
13.9 NOTICE OF NEW OWNERSHIP	39
13.10 FAIR HOUSING	39
13.11 SINGULAR AND PLURAL	39
13.12 STATUTORY REFERENCES	39
13.13 SEVERABILITY OF PROVISIONS	39
13.14 CONSTRUCTION OF PROVISIONS	39
13.15 INCONSISTENCY IN DEFINITIONS	39

**DECLARATION OF RESTRICTIONS
FOR
766 HARRISON STREET
SAN FRANCISCO, CALIFORNIA
a Condominium Project**

Recitals

THIS DECLARATION is made by 766 Harrison LLC, a California limited liability company, "Declarant," with reference to the following:

A. Declarant is the Owner of a tract of land more particularly described as follows:

All that real property as shown on that certain map entitled "Final Map No. 4566," which map was filed for record on July 2, 2008, Condominium Map Book 106 pages 219 to 221 inclusive, San Francisco County Records.

B. The land has been improved with a building containing 98 Residential Units and 5 Commercial Units.

C. By this Declaration, Declarant establishes a condominium project under the provisions of the Davis-Stirling Common Interest Development Act, Division 2, Part 4, Title 6 of the Civil Code (beginning at section 1350), and imposes upon the real property mutually beneficial restrictions under a general plan of improvement for the benefit of all the Condominiums and Owners of Condominiums.

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

D. This Declaration is subordinate to an Owner Participation Agreement ("OPA") recorded January 24, 2006 as Document No. 2006-1118421 in the City and County of San Francisco Recorder's Office ("Official Records"), which OPA may be amended from time to time, the Declaration of Site Restrictions ("Site Restrictions") recorded January 24, 2006 as Document No. 2006-1118422 in the Official Records, the Declaration of Rental Restrictions ("Rental Restrictions") recorded January 24, 2006 as Document No. 2006-1118423 in the Official Records, and the Declaration of For-Sale Restrictions recorded January 24, 2006 as Document No. 2006-1118427 in the Official Records (collectively the "Documents"). Declarant and its successors-in-interest who acquire any portion of

the Project must comply with applicable requirements in the Documents, including but not limited to: (1) the marketing, rental, sale and use requirements for the required Affordable Residential Units identified in the OPA, as amended, and amended OPA Attachments F through H; and (2) any Declaration of Restrictions recorded at any time in substantially the form of the declaration included in amended OPA Attachment E.

E. As described in OPA Section 2.2, the OPA, as amended, and Site Restrictions are binding upon the successors and assignees who acquire any interest in the Property and are covenants running with the land.

ARTICLE 1 Definitions

- 1.1 "**Affordable Residential Unit**" means each of the Residential Units that are required to be marketed and sold for an Affordable Purchase Price as described in OPA Section 6.2, as amended, and related OPA requirements, including Article 9 - References and Definitions, as amended, Attachment G - Marketing Obligations, as amended, Attachment H - Declaration of For-Sale Restrictions, as amended, and in the recorded For-Sale Restrictions, as amended.
- 1.2 "**Articles**" means the Articles of Incorporation of the Association as amended from time to time.
- 1.3 "**Association**" means the 766 Harrison Street Owners' Association, a California non-profit mutual benefit corporation.
- 1.4 "**Board**" or "**Board of Directors**" means the governing body of the Association.
- 1.5 "**Bylaws**" means the Bylaws of the Association as amended from time to time.
- 1.6 "**Commercial Unit**" means each of the Units designated for commercial use as described in Article 8. The Commercial Units are located on the ground floor of the Project and are labeled Commercial on the Condominium Plan.
- 1.7 "**Common Area**" means the entire Project except for the Units as defined in this Declaration and as shown on the Condominium Plan. Common Area includes, but is not limited to, all of the following elements if located at the Project: the land, parking areas, storage areas, light wells (except light wells within a Unit), elevators, entrance, bearing walls, stairways (except stairs within a Unit), columns, girders, subfloors, unfinished floors, roofs and foundations, central television antennae, reservoirs, tanks, pumps, motors, ducts, flues and chutes, conduits, pipes, plumbing, wires, and other utility installations (except the outlets located within a Unit) required to provide power, light, telephone, gas, water, sewerage, drainage, and air-conditioning, sprinkler pipes and sprinkler heads which protrude into the Unit.

- 1.8 "**Condominium**" means an estate in real property consisting of an undivided interest in common in a portion of real property coupled with a separate interest in space called a Unit, the boundaries of which are described on the Condominium Plan. A Condominium includes a Unit, the Exclusive Use Common Areas appurtenant to the Unit, if any, and an undivided interest in the Common Area.
- 1.9 "**Condominium Plan**" means the three dimensional description of the Project in sufficient detail to identify the Common Area and the Units pursuant to California Civil Code section 1351(e), and any amendments and corrections to it. The Condominium Plan is attached to this Declaration as Exhibit A and incorporated into it by this reference.
- 1.10 "**County**" means San Francisco County, California.
- 1.11 "**Declarant**" means 766 Harrison LLC, a California limited liability company and any successors and assigns who acquire Declarant's interest in the Project and expressly assume the rights and duties of the Declarant for purposes of this Declaration by a written instrument recorded in the County Recorder's office, or who is a Mortgagee that acquired Declarant's interest in the Project through foreclosure or deed in lieu of foreclosure.
- 1.12 "**Declaration**" means this Declaration of Restrictions and any amendments and supplements to it.
- 1.13 "**Exclusive Use Common Areas**" mean those portions of the Common Area designated for the exclusive use of the Owners and which are appurtenant to the Units.
- 1.14 "**Governing Documents**" means this Declaration, the Condominium Plan, the Articles, Bylaws and operating rules of the Association, all as amended from time to time.
- 1.15 "**Map**" means the subdivision map referred to in Recital A and any amendments and corrections to it.
- 1.16 "**May**", "**Must**", "**May Not**". As used in the Governing Documents, the word "may" means an action is permitted, but not required, to be taken or performed; the word "must" means that an action is required to be taken or performed; and the words "may not" mean an action is not permitted and cannot be taken or performed.
- 1.17 "**Member**" means a person who is a member of the Association.
- 1.18 "**Mortgage, Mortgagee, Mortgagor**" are defined in section 12.1.
- 1.19 "**Owner**" means the record holder of title to a Condominium in the Project. If a Condominium is sold under a recorded contract of sale to a purchaser, the purchaser rather than the

seller is considered the Owner. "Owner" does not include a person who has an interest that is merely a security for the performance of an obligation.

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

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

1.22 "**Residential Unit**" means each of the Units designated for residential use as described in Article 7. The Residential Units are labeled Unit 201 through Unit 214, Unit 301 through Unit 314, Unit 401 through Unit 414, Unit 501 through 514, Unit 601 through 614, Unit 701 through 714 and Unit 801 through Unit 814 on the Condominium Plan.

1.23 "**Unit**" means the elements of a Condominium that are not owned in common with other Owners or by the Association. Each Unit as separately shown, numbered and designated on the Condominium Plan consists of the space bounded by and contained within the interior unfinished perimeter walls, floors, ceilings, windows, window frames, doors and doorframes of the Unit. Each Unit includes all of the following items, if any, located within it: electrical, heating and plumbing fixtures, appliances, wall board, sheet rock, interior non-structural walls, staircases connecting levels within a Unit, cabinets, interior doors, ventilation fans, and wall, floor and ceiling finishes (as, for example, paint, wall paper, paneling, carpet, hardwood, or tile). Each Unit also includes all of the following items, if any, whether located within the Unit or the Common Area that serve only the Unit: air heating, air conditioning, water heating equipment, ventilation systems, alarm systems, and similar fixtures and systems. A Unit does not include any structural elements.

1.24 "**Vote of the Owners**" means a majority of votes cast by Owners entitled to vote either at a meeting of the Owners at which a quorum is present or by written consent, as provided in the Bylaws. However, if a vote greater than a majority is required on any matter, a Vote of the Owners means that higher percentage of votes.

ARTICLE 2

Easements and Property Rights

2.1 **CONDOMINIUM.** Each Condominium consists of a Unit, the Exclusive Use Common Areas appurtenant to the Unit, if any, an undivided interest in the Common Area, and any other easements and rights provided for in this Declaration.

A. **Units.** Each Unit includes the elements defined in section 1.23. A Unit does not include those areas and things defined as Common Area in section 1.7. Each Unit is subject to encroachments that now exist or that may be later caused or created in any manner referred to in section 2.3D. In interpreting deeds and plans, the then existing physical boundaries of

a Unit, whether in its original state or reconstructed in substantial accordance with the original plans, is conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or Condominium Plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the Plan or deed and those of the building.

B. Common Area. Each Owner owns, as appurtenant to his or her Unit, an undivided interest in the Common Area as shown on the Condominium Plan. Each Owner may use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of, or encroaching upon the rights of any other Owners.

C. Exclusive Use Common Area. Portions of the Common Area, referred to as Exclusive Use Common Areas, are set aside and allocated for the exclusive use of the Owners. The Exclusive Use Common Areas consist of the parking spaces, decks and storage areas as designated on the Condominium Plan. An easement for the use of each of these Exclusive Use Common Areas will be granted as appurtenant to a Unit in the first deed for each Condominium. The Exclusive Use Common Areas also consist of internal and external wiring designed to serve a single Unit, fireplaces, windows, window frames, window boxes, screens, shutters, awnings, doorsteps, stoops, exterior doors, door frames and hardware.

2.2 NO SEPARATE CONVEYANCE OF COMMON AREA. The undivided interest in Common Area appurtenant to each Unit is permanent in character and cannot be altered without the consent of all the Owners affected and their first Mortgagees as expressed in an amended Declaration. The undivided interest in Common Area cannot be separated from the Unit to which it is appurtenant, and is conveyed or encumbered with its respective Unit even though the instrument of conveyance or encumbrance may refer only to the Unit. The foregoing does not prohibit the transfer between Owners of Exclusive Use Common Area parking spaces, storage spaces, or other Exclusive Use Common Area that does not directly abut the Unit to which it is appurtenant.

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

A. Owners' Nonexclusive Easements; Association Rights. Each Owner has the unrestricted right of ingress and egress to his or her Condominium. Each Owner has, appurtenant to his or her Unit, nonexclusive easements of use, enjoyment, ingress, egress, and support in, to, and throughout the Common Area and any improvements or facilities on the Common Area. The nonexclusive easements are subject to all of the rights and powers of the Association as described in this Declaration. However, the nonexclusive easements are subordinate to and may not interfere with the right to use Exclusive Use Common Areas.

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

(1) The right of Declarant, or its agents, to enter any portion of the Project to construct the improvements Declarant intends to construct, to conduct sales activities, and to make repairs and to remedy construction defects, provided that the entry does not interfere with the use or occupancy of any occupied Unit unless authorized by its Owner, which authorization must not be unreasonably withheld.

(2) The right of the Association, or its agents, to enter any Unit to cure any violation or breach of any of the Governing Documents, provided that the Owner has been given notice and the opportunity to be heard as provided in the Bylaws. The Association may levy a reimbursement assessment against the Owner for its costs in effecting a cure. The rights of entry and cure are immediate in case of an emergency originating within or threatening any Unit, whether or not its Owner is present.

(3) The right of the Association, or its agents, to enter any Unit to perform its responsibilities under this Declaration, including responsibilities with respect to construction, maintenance, or repair of the Common Area, or for the benefit of the Owners in common. The rights are immediate in case of an emergency originating within or threatening any Unit, whether or not its Owner is present.

(4) The right of any Owner, or Owner's agents, to enter the Unit of any other Owner for purposes of performing installations, alterations or repairs to mechanical, electrical, telecommunication and electronic communication services that are reasonably necessary for the use and enjoyment of his or her Unit, provided requests for entry are made in advance and that entry is at a time convenient to the Owner whose Unit is being entered. In case of emergency, the right of entry is immediate.

C. Power to Grant Easements and Exercise Other Property Rights.

(1) The Association or Declarant (as long as Declarant owns 25% or more of the Condominiums in the Project) has the authority and power in the name of the Association and all of the Owners to convey or otherwise transfer to a third party fee title, easements, leasehold estates, rights-of-way and other interests in the Common Area for the purposes of (a) constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, power, telecommunications, electronic communications, public sewers, storm water drains and pipes, water systems, sprinkling systems, heating and gas lines or pipes, and similar public or quasi-public improvements or facilities, (b) accommodating encroachments that do not unreasonably interfere with the use and enjoyment of the Common Area, and (c) accomplishing any other reasonable purpose that the Board or Declarant determines is in the interest of the Association and the Owners.

(2) The Association or Declarant (as long as Declarant owns 25% or more of the Condominiums in the Project) has the authority and power in the name of the

Association and all of the Owners to convey or otherwise transfer to any Owner fee title, easements, Exclusive Use Common Areas, leasehold estates, rights-of-way and other interests in the Common Area for any of the reasons provided in subsection (1) above provided that it has first obtained a Vote of the Owners for the conveyance or transfer. However, a Vote of the Owners is not required for a conveyance or transfer to an Owner for any of the purposes specified in Civil Code section 1363.07.

(3) Each Owner, in accepting a deed to a Condominium, expressly consents to the foregoing actions and authorizes and appoints the Association and Declarant (as long as Declarant owns 25% or more of the Condominiums in the Project) as attorney-in-fact of the Owner to execute instruments conveying or creating the easements or other rights, and to execute subdivision maps, lot line adjustments, condominium plans, deeds and similar documents in connection with the conveyance.

(4) An easement or other property right may not be granted if it would substantially interfere with the use, occupancy, or enjoyment by an Owner of his or her Unit or Exclusive Use Common Area appurtenant to that Unit without the consent of the affected Owner.

(5) Conveyance of fee title to any portion of the Project is subject to obtaining the necessary approval of first Mortgagees and Owners as provided in Article 12.

D. Encroachment Easements. Each Unit has an easement over all adjoining Units and the Common Area for the purpose of *accommodating* any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause as long as the encroachment exists. However, a valid encroachment is not created in favor of an Owner if it occurred due to the Owner's willful misconduct. If a structure is repaired or rebuilt, minor encroachments over adjoining Units and the Common Area are permitted and there are valid easements for the maintenance of these encroachments as long as they exist.

2.4 PARTITION; POWER OF ATTORNEY. Except as provided by Civil Code section 1359 or by sections 11.2 and 11.3 of this Declaration, judicial partition of the Project or any part of it is prohibited. Judicial partition by sale of a single Condominium owned by two or more persons and division of the sale proceeds is not prohibited, but partition of title to a single Condominium is prohibited.

If partition is authorized under Civil Code section 1359 or under sections 11.2 and 11.3 of this Declaration, and subject to obtaining the necessary approval of first Mortgagees and Owners as provided in Article 12, the Association may sell the entire Project, in one or more transactions, for the benefit of all Owners. Each Owner irrevocably appoints the Association as his or her attorney-in-fact to sell the Project under this section.

2.5 FURTHER SUBDIVISION PROHIBITED. An Owner may not further subdivide his or her Condominium except with the approval of the Board. An Owner may not convey time-share interests in his or her Condominium.

2.6 RECONFIGURATION OF AFFORDABLE RESIDENTIAL UNIT. Combination of any part of any Affordable Residential Unit with any contiguous unit or diminution of the size of any Affordable Residential Unit is prohibited during the time period that such Affordable Residential Unit is subject to the affordability requirements of OPA Section 2.3, as amended.

2.7 The Redevelopment Plan and the Declaration of Site Restrictions, as defined in the amended OPA, control changes to the Project after it has been certified complete.

ARTICLE 3

Association, Administration, Membership and Voting Rights

3.1 ASSOCIATION TO MANAGE PROJECT. The Project is managed and operated by the Association. Before the Association begins operating the Project, Declarant is responsible to operate the Project.

3.2 MEMBERSHIP. Each Owner of a Condominium is automatically a Member of the Association, and remains a Member until that Member's ownership of a Condominium ceases, at which time his or her membership in the Association automatically ceases. If a Condominium is owned by more than one person, each person is a Member. An Owner may not resign, transfer, pledge or alienate his or her membership in any way except by sale of the Condominium to which it is appurtenant and then only to the purchaser. Any prohibited transfer is void.

3.3 MEMBERSHIP CLASSES. The Association has two classes of voting membership.

A. CLASS A. Each Owner is a Class A Member. Each Class A Member has one vote for each Condominium owned. If a Condominium is owned by more than one Member, the vote for the Condominium will be exercised as those Members determine, but not more than one vote may be cast for any Condominium. If a Member disputes the vote cast for his or her Condominium by a co-owner of the Condominium, the vote for that Condominium will not be counted. Declarant becomes a Class A Member when Class B membership ends.

B. CLASS B. Declarant is the Class B Member. The Class B Member has three votes for each Condominium owned. Class B membership ends when the total outstanding votes held by Class A Members equal the total outstanding votes held by the Class B Member or on the second anniversary date of the first conveyance of a Condominium in the Project, whichever occurs first.

3.4 VOTING RIGHTS. Unless otherwise provided in the Governing Documents, any action that

requires a Vote of the Owners requires the prescribed number of votes cast by Owners entitled to vote either at a meeting of the Owners at which a quorum is present or by written consent, as provided in the Bylaws. The prescribed number of votes is a majority of votes, unless a vote greater than a majority is required elsewhere in the Governing Documents, in which case action on that matter requires a vote of that prescribed percentage.

Any provision in the Governing Documents that requires a Vote of the Owners requires:

A. where the two class voting structure is in effect, a vote of the Class A Members and a vote of the Class B Member; or

B. after Class B membership has been converted to Class A membership, a Vote of the Owners and a Vote of the Owners, other than Declarant.

ARTICLE 4 Assessments

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner agrees to pay to the Association assessments that are levied under this Declaration. Assessments are payable without deduction or offset for any claim the Owner may have against the Association. Each assessment, together with interest, costs and reasonable attorneys' fees, is the personal obligation of the Owner of the Condominium at the time when the assessment is levied. If more than one person is the Owner, the personal obligation to pay the assessment is joint and several. No Owner may exempt himself or herself from liability for payment of assessments by waiver of use or enjoyment of any of the Common Area or abandonment of his or her Condominium.

4.2 PURPOSE OF ASSESSMENTS. Assessments levied by the Association must be used exclusively to promote the health, safety, and welfare of all residents of the Project, for the improvement and maintenance of the Common Area, and for the common good of the Project. The Association may not levy an assessment that exceeds the amount necessary to defray the costs for which it is levied.

4.3 REGULAR ASSESSMENTS. The regular assessment is the total amount of funds necessary to defray the expenses attributable to the ownership and operation of the Common Area for the fiscal year. It must include adequate reserve funds for contingencies and for maintenance, repairs, and replacement of Common Area improvements that must be replaced on a periodic basis, sufficient to satisfy the reasonable requirements of any first Mortgagee and to maintain the Common Area in first-class condition and repair.

At least 30 days and not more than 90 days before the beginning of each fiscal year, the Board must establish the regular assessment for that fiscal year. If at any time during the year the Board decides that the amount of the regular assessment is inadequate or excessive, it may revise the assessment for

the balance of the fiscal year, effective on the first day of the month following the date of the revision. The Board must obtain a Vote of the Owners (1) to increase the regular assessment in an amount that is more than 20 percent greater than the regular assessment for the immediately preceding fiscal year, and (2) to increase the regular assessment in any amount if the Board has not prepared and distributed to the Owners a pro forma operating budget as provided in the Bylaws. For purposes of this section, the quorum requirement for a Vote of the Owners is more than 50 percent.

If the Board fails to establish the regular assessment for any fiscal year, the regular assessment will be the same as that of the prior fiscal year.

4.4 SPECIAL ASSESSMENTS. In any fiscal year, the Board may levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of Common Area, including fixtures and personal property, and for extraordinary expenses incurred by the Association. A special assessment in excess of 5 percent of the budgeted gross expenses of the Association for the fiscal year in which the assessment is levied requires a Vote of the Owners. "Budgeted gross expenses of the Association" does not include any expense paid from the Association's reserve account. For purposes of this section, the quorum requirement for a Vote of the Owners is more than 50% of the Owners.

4.5 ASSESSMENTS FOR EMERGENCY PURPOSES. The Board may increase the regular assessment and impose special assessments without a Vote of the Owners if necessary for emergency situations. For purposes of this section, an emergency situation is any one of the following:

- A. An extraordinary expense required by an order of a court;
- B. An extraordinary expense necessary to repair or maintain the Common Area where a threat to personal safety is discovered at the Project; or
- C. An extraordinary expense necessary to repair or maintain the Common Area that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget described in the Bylaws. Before imposing or collecting an assessment under this section, the Board must pass a resolution containing written findings as to why the extraordinary expense is necessary and why the expense was not or could not have been reasonably foreseen in the budgeting process.

4.6 REIMBURSEMENT ASSESSMENTS. The Board may impose a reimbursement assessment to collect a charge levied to reimburse the Association for costs incurred by it on behalf of an Owner, or in the repair of damage to the Common Area caused by an Owner or occupant of the Owner's Unit, or to collect a fine or penalty levied to bring an Owner and his or her Condominium into compliance with the Governing Documents. The Board may impose a reimbursement assessment on an Owner only after giving the Owner notice and the opportunity to be heard, as provided in the Bylaws. A reimbursement assessment becomes a lien upon a Unit upon the recording of a Notice of Delinquent Assessment as provided in section 15 of the Bylaws; however, the lien created thereby may not be

enforced by sale of the Condominium pursuant to Civil Code sections 2924, 2924b and 2924c.

4.7 DIVISION OF ASSESSMENTS. Expenses will be allocated as follows:

A. Regular Annual Expenses. Expenses included in the Regular Annual Assessment will be divided as follows.

(1) **Equally - All Units:** corporate franchise tax, local license and inspection fees, electricity, refuse disposal, elevators maintenance, reserve study, minor repairs, pest control, fire monitor service and sprinkler testing, phone lines, city car share lease, management, all administrative expenses, contingency; reserves for interior paint for the basement and first floor, light fixtures and bulbs for the basement, first floor and roof, fire alarm system and concrete flooring.

(2) **Equally - Residential Units:** insurance, water, electricity, gas, custodial, heating and air conditioning maintenance, telephone entry system, exterior window washing; reserves for roof, interior paint, light fixtures and bulbs for floors two through eight, barbeques, water heaters, boilers, pumps, motors, intercom, deck planters and planter refresh.

(3) **Prorata - Commercial Units:** insurance and water; reserves for roof.

(4) **Commercial Units Only:** Each of the Owners of the Commercial Units must pay for exterior window washing for the Unit at the Owner's expense.

(5) **Special Allocation to Commercial Units.** If a Commercial Unit is used in a manner that increases the Association's maintenance, reserve, insurance or administrative costs, the Board may specially allocate the amount of the increase to that Unit after notice to the Owner, including a reasonable description of the proposed special allocation and the reasons, and the opportunity to be heard according to the procedures set forth in the Bylaws or otherwise adopted by the Board. If the special allocation is approved, the Owner must pay the Association the amount of the special allocation beginning with the date the cost was actually incurred by the Association, but not more than one year from the date of notice to the Owner of the proposed special allocation.

(6) **Other Items.** The Board must allocate assessments for items and costs other than those set forth above as it deems appropriate and fair, taking into account the relative benefits to the Residential and Commercial Units.

B. Special Assessments. Special assessments are divided among the Owners on the same basis as regular assessments, except where the special assessment is levied to raise funds for the rebuilding or major repair of structural Common Area that houses the Units. In that case,

the special assessment is divided upon the basis of the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of the floor area of all Units.

C. Square Footage. For purposes of this section, the square footage of the Units is the approximate square footage for the Units shown on the Condominium Plan or, if not shown on the Condominium Plan, provided to the Association by Declarant. If the square footage of the Units is not shown on the Condominium Plan or provided to the Association by Declarant, then the square footage of the Units will be determined by reference to the final approved architectural plans for the Project.

D. Cost Center for Parking Spaces. As used in this section, the term "Cost Center" refers to common facilities or services provided by the Association which directly confer a special benefit on some but not all of the Units, and which are financed through the use of regular assessments on the benefited Units. Each Owner with a parking space must pay an additional monthly fee for parking space expenses as shown in the Cost Center, which is attached as Exhibit B to the budget for the Project. The Board annually must review the expenses, income and reserves attributable to the parking spaces as set forth in section 10 of the Bylaws in regard to the Association's operating and reserve accounts. The Board must follow procedures similar to those set forth in section 8.1 of the Bylaws and section 4.3 of the Declaration in the preparation and distribution of a Cost Center for the parking space expenses. A vote of Owners with a parking space is required to increase the Cost Center component of the regular assessment only under the circumstances set forth in section 4.3 of the Declaration. Documents prepared by the Board in regard to the Cost Center must be distributed only to Owners with a parking space, but the Board may distribute the documents to other Owners if it wishes to do so. Commingling of Cost Center funds with other funds of the Association is permitted, but the Board must account separately for funds collected and expensed on behalf of the Cost Center. Cost Center funds may not be used for any purpose other than those for which they are collected. All other provisions of the Declaration and Bylaws which pertain to regular assessments also pertain to the Cost Center component of the regular assessment.

4.8 DATE OF COMMENCEMENT AND DUE DATES OF ASSESSMENTS; NOTICE TO OWNERS. Regular assessments begin for all Units on the first day of the month following the conveyance of the first Condominium from Declarant to an Owner. The regular assessment is payable in equal monthly installments due on the first day of each month, unless the Board adopts some other basis for collection or due date. The due date for payment of a special assessment or a reimbursement assessment is the date specified in the notice of the assessment. The Association must send each Owner notice of an increase in the regular assessment, any special assessment, and any reimbursement assessment not less than 30 and not more than 60 days before the due date of the assessment. If an assessment for emergency purposes is levied under section 4.5, a copy of the resolution required under that section must be distributed with the notice of assessment.

4.9 EFFECT OF NONPAYMENT OF ASSESSMENT. An assessment or installment that is not received by the Association within 15 days after its due date is a delinquent payment. A delinquent

payment is subject to a late charge of 10 percent of the delinquent assessment or installment or \$10.00, whichever is greater, on all delinquent payments. A late charge may not be imposed more than once on any delinquent payment, does not eliminate or supersede any charges imposed on prior delinquent payments, and constitutes full compensation to the Association for additional bookkeeping, billing, or other administrative costs resulting from the delinquent payment.

Interest accrues on a delinquent payment at the rate of 12 percent per annum, beginning 30 days after the due date of the assessment or installment through and including the date full payment is received by the Association.

4.10 REMEDIES ON DEFAULT. In the event of a default in payment of any assessment or installment, and in addition to any other remedies provided by law, the Association may enforce payment of the assessment or installment in any of the following ways; provided, however, that nothing in this Declaration is intended to alter or supersede any of the default remedies in any Declaration of Restrictions executed or recorded in the form of the declaration included in amended OPA Attachment E as to any Affordable Residential Unit.

A. Personal Obligation. The Association may bring legal action against the delinquent Owner for the amount of delinquent assessments or installments, the fees and reasonable costs of collection, reasonable attorney's fees, and late charges and interest, if any. A legal action may be maintained without foreclosing or waiving lien rights.

B. Judicial Foreclosure or Power of Sale. The Association may bring an action for judicial or nonjudicial foreclosure provided that the amount of delinquent Assessments, the duration of the delinquency, or both comply with the requirements of Civil Code section 1367.4. Any action by the Association to enforce payment of the Assessment or installment by sale of the Condominium through judicial foreclosure or private sale must be conducted according to the notice and sale procedures set forth in section 14 of the Bylaws and section 1367.1 of the Civil Code.

C. Alternative Dispute Resolution. An assessment dispute may be resolved through alternative dispute resolution as provided in Civil Code sections 1367.1 and 1367.4, and according to the procedures set forth in the Bylaws or otherwise adopted by the Association.

4.11 PRIORITIES. A Notice of Delinquent Assessment constitutes a lien on the Condominium against which it is recorded prior to all other liens except taxes, bonds, assessments and other liens which by law would be superior to it, and the lien of any first Mortgage of record that was recorded before the delinquent assessment became due. The lien is not affected by the sale or transfer of the Condominium against which it is recorded.

4.12 MORTGAGEE'S LIABILITY FOR UNPAID ASSESSMENTS. The holder of a first Mortgage that obtains title to a Condominium pursuant to a foreclosure proceeding is not liable for

unpaid assessments and charges that accrued prior to its acquisition of the Condominium. A first Mortgagee is liable for any assessments becoming due after the date of the transfer.

4.13 SEGREGATION OF FUNDS. All proceeds paid for reserves or for any special assessment must be segregated and deposited in a special account and, except for a transfer made under section 9.3 of the Bylaws, must be used solely for the purpose for which levied.

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

4.15 UNSEGREGATED REAL PROPERTY TAX BILL. If real property taxes have not been segregated by the County Assessor, each Owner must pay a proportionate share of the unsegregated tax bill. An Owner's proportionate share of the unsegregated tax bill is calculated by multiplying the amount of the bill by a fraction, the numerator of which is the approximate square footage of the Owner's Unit and the denominator of which is the total approximate square footage of all Units in the Project. Square footage will be determined as described in section 4.7.

ARTICLE 5

Duties and Powers of the Association

5.1 APPLICABILITY OF THE DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT AND THE NON-PROFIT MUTUAL BENEFIT CORPORATION LAW.

A. Davis-Stirling Common Interest Development Act. The Association must comply with the requirements of the Davis-Stirling Common Interest Development Act (the "Act"). The Act includes comprehensive regulations concerning the management of the affairs of the Association including, without limitation, election procedures, conduct of meetings, enforcement of assessments, resolution of disputes, preparation and distribution of financial documents, notices required to be sent to Members, calculation and maintenance of reserve funds, retention and inspection of Association records, adoption of operating rules, and Board approval of physical improvements to the Project made by Members. The Association must adopt provisions in the Governing Documents as reasonably necessary to implement the Act, and each Owner takes his or her interest in the Project subject to the provisions of the Bylaws, operating rules and policies of the Board in addition to the provisions of this Declaration.

B. Non-Profit Mutual Benefit Corporation Law. The Association has all of the powers of a corporation organized under the California Non-Profit Mutual Benefit Corporation law, subject only to the limitations on those powers set forth in the Act and in the Governing Documents. The Association has the power to do any lawful thing required or permitted to be done under the Act and the Governing Documents and necessary, appropriate or incidental

to the exercise of the express powers or duties of the Association for the peace, health, comfort, safety and general welfare of the Owners. The affairs of the Association must be conducted by a Board of Directors or committees appointed by the Board, and by the officers of the Association.

5.2 DUTIES AND POWERS. The duties and powers of the Association include, but are not limited to, the following.

A. Maintenance. The Association must maintain the Project as provided in Article 9.

B. Insurance. The Association must maintain the policies of insurance required by section 9.1 of this Declaration. The Association is authorized to negotiate on behalf of the Owners with any insurer, and to settle, enforce by legal action, and execute releases on claims filed with respect to insurance policies obtained by the Association.

C. Discharge of Liens. The Association must discharge any lien against the Common Area and levy a reimbursement assessment against the Owner responsible for the existence of the lien.

D. Payment of Expenses and Taxes. The Association must promptly pay all expenses and obligations incurred by it in the conduct of its business. The Association must pay all real and personal property taxes and assessments levied against the Common Area and any property owned by the Association that is not included in the annual property tax bills of the Owners.

E. Enforcement. The Association must enforce the Governing Documents as provided in this Declaration, the Bylaws and any operating rules adopted by the Association.

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

F. Assessments. The Association must levy against the Owners and collect assessments in the amount necessary to pay for the cost of maintaining, improving, repairing, rebuilding, operating and managing the Project.

G. Utility Service. The Association has the authority to obtain, for the benefit of all of the Condominiums, utility services such as common water, gas and electric service, telephone, television and other telecommunications and electronic access and services, and refuse collection. The Association must maintain all utility installations located in the Common Area, except those installations maintained by utility companies. The Association must pay

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

H. Easements. The Association has the authority to grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Units, as provided in Article 2.

I. Manager. The Association has the authority to employ a manager or other persons, and to contract with independent contractors or managing agents to perform the duties and responsibilities of the Association. A contract with a firm or person appointed as a manager or managing agent cannot exceed a one year term, and must provide for the right of the Association to terminate the contract at the first annual meeting of the Members of the Association, and to terminate the contract for cause on 30 days' written notice or, without cause or payment of a termination fee, on 90 days' written notice.

J. Operating Rules. The Association has the authority to adopt reasonable operating rules consistent with this Declaration relating to the use of the Project by the Owners, their tenants, guests and invitees. An operating rule is valid and enforceable only if it is reasonable, in writing, within the authority of the Board conferred by law or by the Declaration, consistent with the Governing Documents, and, if applicable, adopted, amended, or repealed in good faith and in substantial compliance with the provisions of Civil Code sections 1357.100 through 1357.150.

K. Access. In order to perform maintenance, repairs, or any other of its responsibilities, the Association, its agents and employees may enter any Unit or any portion of the Common Area as provided in Article 2. Entry must be made at reasonable hours and with as little inconvenience to the occupant as possible, and any damage caused must be repaired at the expense of the Association. Except in case of an emergency, 24 hours advance notice must be given to the occupant prior to entry.

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

M. Loans. The Association has the authority to borrow money and, with a Vote of the Owners other than Declarant, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

N. Contracts. The Association has the authority to contract for goods and services for the Common Area or the Association.

O. Delegation. The Association has the authority to delegate its authority and powers to committees, officers, or employees of the Association, except for the powers to:

- (1) make a decision to commence proceedings for mediation and arbitration or to file litigation when permitted under the Governing Documents or applicable law, record a lien, or foreclose upon a lien for default in payment of assessments;
- (2) make a decision to levy assessments;
- (3) make capital expenditures;
- (4) impose discipline and levy fines for violations of the Governing Documents; or
- (5) hold hearings required under the Governing Documents.

5.3 LIMITATION ON POWERS OF THE BOARD - PROHIBITED ACTS. The Board may not take any of the following actions without a Vote of the Owners other than Declarant. For purposes of this section, the quorum requirement for a vote is more than 50% of the Owners.

A. enter into a contract with a third person for goods or services for the Common Area or the Association for a term longer than one year with the following exceptions:

- (1) a management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration;
- (2) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided however, that the term of the contract cannot exceed the shortest term for which the supplier will contract at the regulated rate;
- (3) prepaid casualty and/or liability insurance policies not to exceed three years duration provided that the policy permits short rate cancellation by the insured;
- (4) lease agreements for laundry room fixtures and equipment not to exceed five years duration provided that the lessor under the agreement is not an entity in which Declarant has a direct or indirect ownership interest of ten percent or more;
- (5) agreements for cable television services and equipment or satellite dish television services and equipment not to exceed five years duration provided that the supplier is not an entity in which Declarant has a direct or indirect ownership interest of ten percent or more;
- (6) agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services not to exceed five years duration provided that the supplier

or suppliers are not entities in which Declarant has a direct or indirect ownership interest of ten percent or more.

(7) 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.

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

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

D. pay compensation to directors or to the officers of the Association for services performed in the conduct of the Association's business. However, the Board may reimburse a director or officer for reasonable expenses incurred in carrying on the business of the Association.

ARTICLE 6 Architectural Control

6.1 APPROVAL REQUIRED. The prior written approval of the Board is required before an Owner may make any improvements or modifications ("improvement") to any portion of the Common Area, including Exclusive Use Common Area appurtenant to the Owner's Unit, or make any improvements within his or her Unit that may affect structural Common Area, increase the burden on common building systems, result in an increase in sound transmission between Units, or otherwise adversely affect the Common Area or other Units.

A decision to grant or deny permission to make an improvement is within the discretion of the Board, provided that it is made in good faith and is not unreasonable, arbitrary or capricious. In making its decision, the Board may take into account subjective factors such as the quality of workmanship, design, harmony of external design with existing structures, and location in relation to surrounding structures.

6.2 PROCEDURES. The Board must establish procedures that comply with the requirements of Civil Code section 1378 regarding application for and review of improvements.

6.3 IMPROVEMENTS TO FACILITATE ACCESS FOR PHYSICALLY DISABLED PERSONS. The Board may not deny approval of any improvement to a Unit to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons, without good cause. The requested improvement may

include modifications of the route from the public way to the door of the Unit if the Unit is already accessible by an existing ramp or elevator. The Board may condition its approval of the improvement in accordance with the provisions of Civil Code section 1360. The cost of the improvement must be paid by the requesting Owner.

6.4 ANTENNAS. Use of a satellite dish, video or television antenna with a diameter or diagonal measurement of one meter or less is subject to the provisions of federal law, Civil Code section 1376 and any standards set forth in the Bylaws or in operating rules. Approval of the installation or use of any other satellite dish, video or television antenna is within the discretion of the Board.

6.5 DECLARANT EXEMPT. Declarant is exempt from the approval requirements of this Article for a period of three years from the date of issuance of the most recent final subdivision public report for the Project.

ARTICLE 7

Use Restrictions for Residential Units

The Common Area and each Residential Unit is subject to the following restrictions on use. The Board may promulgate operating rules interpreting the use restrictions set forth in this Article and imposing additional use restrictions that, in its judgement, are appropriate to providing for the peace, health, comfort, safety and general welfare of the Owners.

7.1 CONDOMINIUM USE. All Residential Units must be used for residential purposes. No trade or business may be conducted in any Residential Unit except for administrative and professional practice allowed by local ordinance.

7.2 SALES ACTIVITIES. Declarant may use any Units in the Project owned by Declarant to conduct sales activities and as sales models until all Units have been sold. Declarant may maintain displays and conduct activities within the Common Area related to sales of Condominiums so long as the displays and activities do not materially or unreasonably interfere with the use of the Common Area by the Owners.

7.3 USE OF PARKING SPACES. Parking spaces may be used solely for parking of bicycles and non-commercial passenger motor vehicles -- such as automobiles, station wagons, pickup trucks, SUVs, motorcycles and light vans -- that fit entirely within the boundaries of the designated parking space and allow space to enter and exit the vehicle. Parking spaces will be offered for sale to buyers of the Residential Units and will be sold on a first come, first served basis. Each person who makes an offer to purchase a Unit with an appurtenant parking space is responsible for determining that his motor vehicle fits in the parking space within five days of the date the agreement of sale is executed by Declarant or a subsequent seller of a Condominium. No person may park a motor vehicle anywhere on the Project other than his or her designated parking space or parking areas designated by the Board for temporary parking. Except for a parking space which is involved in the City Car

Share Program or a similar program, an Owner may not lease a parking space to any person who is not an Owner or a resident at the Project.

Repair or washing of a motor vehicle is not permitted anywhere on the Project, except an emergency repair. Each Owner must keep his or her designated parking space neat and clean and immediately remove any oil, grease or other waste emitted from his or her vehicle. Vehicles that emit offensive levels of exhaust pollution, oil, grease or noise, as such levels are determined by the Board, may not be operated at the Project. The Association may cause any vehicle that is in violation of this section to be towed and stored at the Owner's expense in compliance with Vehicle Code section 22658. Each Owner agrees to indemnify, defend and hold the Association, its Board members, officers, manager and employees harmless for any damage to person or property that may result.

Parking space HC-5 is a handicap parking space. If the Owner of the Unit to which a handicap parking space is appurtenant ("the affected Owner") is not handicapped, the Board temporarily must reassign the handicap parking space to an Owner who becomes handicapped or to a new Owner who is handicapped ("the handicapped Owner") at the written request of the handicapped Owner. The affected Owner will be reassigned the parking space the handicapped Owner has the right to use, if any. If the handicapped Owner does not have a parking space to exchange with the affected Owner, the handicapped Owner must pay fair market rent to the affected Owner for use of the handicap parking space. The Board must determine the amount of rent to be paid for the handicap space based on information provided to it by the affected Owner and the Handicapped Owner about parking space rental rates in the immediate vicinity of the Project. The right of the handicapped Owner to use the handicap parking space terminates when the handicapped Owner ceases to be handicapped or when the handicapped Owner ceases to occupy a Condominium at the Project. In either of these events, the affected Owner may reoccupy the handicap space. Evidence of handicap status must be by license plate or placard issued by the California Department of Motor Vehicles.

The Board may adopt rules with respect to the use and exchange of parking spaces between a handicapped Owner and an affected Owner. Upon written request by the affected Owner to the Board, The Board will hold a hearing and the opportunity for the affected Owner to be heard in regard to the evidence of handicap status. The right to use the handicap parking space is available to any handicapped Owner on a first-come, first-served basis. A van customized for a handicapped driver may be parked in the handicap parking space.

The Board and an Owner of a Unit with an appurtenant parking space may enter into an agreement whereby the Board leases the parking space from the Owner under terms and conditions agreed upon by the parties, and the Board uses the parking space for a motor vehicle involved in the City Car Share Program, or a similar program. The Board may adopt rules with respect to the use of the City Car Share parking space, including rules regarding the use of the vehicle by a non-resident of the Project.

7.4 NUISANCE. No person may interfere with the quiet enjoyment of any other resident of the Project, or carry on any activity in any part of the Project that is noxious, illegal, seriously annoying

or offensive to a person of reasonable sensibility. No activity may be carried on that increases the rate of insurance for the Project, or causes any insurance policy to be canceled or not renewed, or that will impair the structural integrity of any building.

✓ **7.5 SIGNS.** The following signs may be posted within the Common Area: (1) project identification signs and other signs approved by the Board, (2) signs maintained by Declarant in connection with Declarant's sales activities, and (3) "For Sale" or "For Rent" signs provided they do not exceed five square feet in size. "For Sale" or "For Rent" signs may be posted only on those parts of the Common Area easily viewed by the general public and designated by the Board. All other signs are prohibited in the Common Area.

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

7.6 ANIMALS. Animals may not be kept in any Unit or Common Area except for domestic dogs or cats (not to exceed a total of two per Unit), domestic rodents (for example, hamsters and mice), and a reasonable number of fish and turtles in aquariums and birds inside bird cages. Pure or mixed breed dog from the following breeds may not be kept at the Project: Pit Bull, Presa Canaria, Rottweiler, Doberman Pinscher, Mastiff, and any other fighting breed. Permitted animals may not be kept, bred, or raised for commercial purposes.

Any dog in the Common Area (other than an exterior Exclusive Use Common Area deck, patio, balcony or yard area appurtenant to its Owner's Unit) must be leashed. After making a reasonable attempt to notify the Owner, the Board or another Owner may cause an unleashed animal found within the Common Area to be removed to a pound or animal shelter by calling the appropriate authorities. The Owner may, upon payment of all expenses, repossess the animal. Owners must clean up after their pets immediately.

Owners must comply with all operating rules for the keeping and control of pets in the Units and Common Area. The Board may prohibit the keeping of any animal that it determines, after notice to the Owner of the pet and the opportunity to be heard according to the procedures set forth in the Bylaws, is a nuisance or danger to any other Owner, or interferes with the quiet enjoyment of the resident of any Condominium. Each person bringing or keeping a pet upon the Project is liable for damage to persons or property proximately caused by the pet.

7.7 GARBAGE DISPOSAL. All garbage, recycling and other waste must be kept in sanitary containers and regularly removed from the Project. Equipment for the storage or disposal of waste must be kept in a clean and sanitary condition and must be kept only on those portions of the Project designated by the Board.

7.8 RIGHT TO LEASE. No Owner may rent a Residential Unit for transient or hotel purposes, which are defined as rental for any period less than 30 days, or any rental if the occupants are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, and hellboy service. Subject to these restrictions, an Owner may lease his or her Condominium, provided the lease is in writing, is made subject to the Governing Documents, and a copy of the lease is sent to the Board. An Owner is responsible for a tenant's compliance with the Governing Documents. An Owner who rents his or her Condominium must provide the Association with his or her address and telephone number, as well as the name and telephone number of the tenant.

7.9 CLOTHES LINES. Outside laundering or drying of clothes is not permitted. Clothing, towels and similar items may not be left out to dry on any railing, balcony, patio, porch or other exterior portion of the Project.

7.10 ANTENNAS AND SATELLITE DISHES. Antennas, satellite dishes and cables for the reception of television, radio and other signals may be installed within the Common Area as provided in Article 6.

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

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

7.13 DECKS, BALCONIES, PATIOS, AND YARDS. Unless otherwise approved by the Board, the use of decks, balconies, patios, and yards, if any, is subject to the following restrictions. Nothing may be stored in those areas. Clothing, towels and laundry may not be left on rails. Sharp objects and other items that may penetrate or damage any waterproof membrane may not be used or placed within those areas. Any modification to the surface material or railings of deck, balconies or patios requires the approval of the Board as provided in Article 6. Declarant has installed one gas barbecue on the roof deck for the use of the Owners of the Residential Units. Other than that barbecue, neither charcoal nor gas barbecues may be used on decks or balconies. The Board may promulgate rules in regard to use of the gas barbecue on the roof deck, remove the barbecue from deck, or add additional gas barbecues on the roof deck, in its discretion.

7.14 SOUND TRANSMISSION.

A. Floor Covering. Each hallway and room (other than the kitchen and bathrooms) in a Unit must have carpet and pad or other noise deadening materials approved by the Board in 80 percent of its square footage. Except for replacing existing floor with materials of equal or greater acoustical insulation value as that being removed, an Owner must obtain the prior

approval of the Board, according to the procedures set forth in the Bylaws or otherwise established by the Board for review of improvements, before removing or replacing carpet and pad or other existing flooring materials.

B. Audio Equipment. Speakers and other audio equipment may not be attached to any wall or ceiling, or placed on the floor, in a manner that would cause or increase sound transmission between the Units.

C. Wheeled Recreational Vehicles. Wheeled recreational vehicles such as bicycles, tricycles, scooters, wagons, roller skates and roller blades, may not be used within any Unit or interior Common Area. The Board may promulgate operating rules limiting or prohibiting use of those items in exterior Common Areas.

ARTICLE 8

Use Restrictions for the Commercial Units

In addition to all other restrictions contained in this Declaration, the use of the Commercial Units and Common Area used in connection with the Commercial Units is subject to the following provisions. The Board may promulgate operating rules interpreting the use restrictions set forth in this Article and imposing additional use restrictions that, in its judgment, are appropriate to providing for the peace, health, comfort, safety and general welfare of the Owners.

8.1 COMMERCIAL USE. Each of the Commercial Units may be occupied and used for any use permitted by the City of San Francisco for the use district in which the Project is located and for no other purposes. If a use is conditionally permitted in the district in which the Project is located, the use is permitted provided the required conditional use permit has been obtained.

8.2 LEASING OF A COMMERCIAL UNIT. The Owner of a Commercial Unit may lease it to one or more tenants subject to the limitations of this Article. Each lease must provide that it is subject to all provisions of the Governing Documents. A copy of each lease must be given to the Board, but the Owner is not required to disclose the amount of rent paid by the tenant.

8.3 SIGNS. The provisions of section 7.5 apply to a Commercial Unit, as well as the following.

A. If entry to the Commercial Unit is directly from the street, the occupant of the Unit may maintain both a sign of reasonable dimensions located immediately above or adjacent to the entry and an awning, displaying the name of the business conducted in the Unit. If entry to the Commercial Unit is through a Common Area lobby, the occupant of the Unit may maintain a sign of reasonable dimensions on the exterior of the building located immediately above or adjacent to the entry to the common lobby and a sign located immediately above or adjacent to the entry to the Unit. Where more than one business entity occupies a Commercial Unit, the occupants must share the permitted awning and sign. The Board may

permit additional signage. A sign or awning may not have moving or illuminated parts, except with the prior written approval of the Board.

B. All signs and awnings must comply with the provisions of any applicable local ordinance, have a professional and business-like appearance, and be installed and maintained in first-class condition and repair at the sole expense of the occupant of the Commercial Unit that is displaying the sign. If the occupant of the Commercial Unit fails properly to maintain a sign or awning, the Association may, after notice to the Owner of the Unit and the opportunity to be heard according to the procedures set forth in the Bylaws or otherwise adopted by the Board, repair or remove the sign or awning. If the Association repairs a sign or awning, the Owner of the Unit for which the awning or sign were installed must reimburse the Association for the cost of the work. The Association may levy a reimbursement assessment against the Owner if the Owner fails to reimburse the Association for any amount owed by Owner to the Association under this section.

8.4 CUSTOMERS, GUESTS AND LESSEES. The Owner of a Commercial Unit is responsible for compliance with the provisions of the Governing Documents by all occupants of the Unit and their employees, customers, guests, agents and invitees.

8.5 ANIMALS. The restrictions set forth in section 7.6 with respect to the keeping of animals apply to a Commercial Unit, except that pet stores and pet grooming facilities are permitted in a Commercial Unit if those facilities are permitted in the zoning district in which the Project is located and are not expressly prohibited in section 8.1. In addition, no cat or dog may be kept in a Commercial Unit unattended.

8.6 ADVERTISING. The occupant of a Commercial Unit may not employ an advertising medium which can be heard or seen outside the Unit, including, without limitation, flashing lights, searchlights, loudspeakers, phonographs, radios or televisions.

8.7 MACHINERY. No machinery, apparatus or appliance may be used or operated in a Commercial Unit that will vibrate or shake the adjoining Units or Common Area of the Project, or cause an unreasonable amount of noise.

8.8 USE OF PORTIONS OF COMMON AREA. The occupant of a Commercial Unit and its customers and guests may not use any portion of the Project above the ground floor of the Project.

8.9 REFUSE DISPOSAL. The Owners of the Commercial Units must store refuse containers within the portion of the Common Area designated for that purpose.

8.10 "OCCUPANT" DEFINED. For purposes of this Article 8, the term "occupant" includes the Owner of each of the Commercial Units, and any tenant, subtenant, assignee or other party that is occupying the Commercial Unit with the consent of the Owner of the Unit.

8.11 INCLUSION OF RESIDENTIAL RESTRICTIONS. The provisions of sections 7.2, 7.4, 7.5, 7.6, 7.7, 7.9, 7.10 and 7.11 are incorporated into this Article 8 and are restrictions on the use of the Commercial Units. In the case of any conflict between the provisions of this Article 8 and the incorporated provisions of Article 7, the provisions of this Article 8 will control.

ARTICLE 9

Maintenance and Repair Obligations

9.1 OWNER'S MAINTENANCE AND REPAIR OBLIGATIONS.

- A. Unit.** Each Owner must maintain his or her Unit in good condition and repair at his or her own expense. Each Owner must perform commonly accepted homeowner's maintenance and repair responsibilities within his or her Unit. Each Owner must comply with maintenance standards and guidelines provided by the Association or by Declarant upon initial sale of the Unit, and with manufacturers' instructions for all improvements and fixtures that are part of the Unit, such as appliances, countertops, cabinets, and wall and floor coverings.
- B. Exclusive Use Common Areas.** Each Owner must keep all Exclusive Use Common Areas appurtenant to his or her Unit clean and neat. Each Owner must repair and replace window glass in the windows of the Owner's Unit.
- C. Obligation to Inspect and Notify.** Each Owner must promptly report to the Association any evidence of water intrusion and any other defective condition the Association is responsible to maintain that is evident from within the Owner's Unit or from an Exclusive Use Common Area appurtenant to the Owner's Unit. An Owner is responsible for the cost of any work required because of his or her delay in reporting the evidence of water intrusion or other defective condition. An Owner must reimburse the Association for the cost of work that is not covered by insurance, or, if repair of the condition is covered by insurance, that portion of the cost that is not paid by the Association's insurance carrier. The Association may levy a reimbursement assessment against the Owner if the Owner fails to reimburse the Association for any amount owed by the Owner to the Association under this section.
- D. Failure to Maintain and Repair.** If an Owner fails to maintain the interior of his or her Unit or the Exclusive Use Common Areas appurtenant to his or her Unit as required by the Governing Documents, the Association may, after notice and the opportunity to be heard according to the procedures set forth in the Bylaws or otherwise adopted by the Board, enter the Unit and perform the necessary work. The Owner must reimburse the Association for the cost of work that is not covered by insurance, or, if repair of the condition is covered by insurance, that portion of the cost that is not paid by the Association's insurance carrier. The Association may levy a reimbursement assessment against the Owner if the Owner fails to

reimburse the Association for any amount owed by Owner to the Association under this section.

E. Maintenance Recommendations. Each Owner is subject to all maintenance recommendations provided by Declarant, including, without limitation, all guides and other documents and maintenance schedules, as they pertain to the Owner's Unit and those portions of the Common Area that an Owner is required to maintain and repair. Civil Code sections 907 and 945.5 provide that Owners and the Association have an affirmative duty to maintain the Project pursuant to written maintenance recommendations.

9.2 ASSOCIATION'S MAINTENANCE AND REPAIR OBLIGATIONS. The Association must maintain all portions of the Project that are not maintained by the Owners.

A. In General. The Association must maintain in good condition, repair and replace the Common Area, all Exclusive Use Common Areas except for those to be maintained by Owners under section 8.1B. The Association also must maintain all landscaping except for any Exclusive Use Common Area yards.

B. Wood-Destroying Pests. The Association is responsible for the repair and maintenance of Common Area occasioned by the presence of wood-destroying pests and organisms in accordance with the procedure set forth in Civil Code section 1364.

C. Water Intrusion and Defective Conditions. The Association has the authority to inspect the Common Area, including Exclusive Use Common Areas, and the Units for evidence of water intrusion or other defective conditions that the Association is required to repair. The Association must repair any water damage or other defective condition found during an inspection.

D. Utility Installations. The Association must maintain all utility installations except those maintained by utility companies. If a utility installation exclusively serves one Unit but is located in the Common Area, the Association is responsible for maintenance, repair and replacement of the installation, but the cost of the work must be paid by the Owner of the Unit of which that installation is a part. If the Owner fails to reimburse the Association, the Association may levy a reimbursement assessment against the Owner for the cost of the work that is not covered by insurance, including that portion of the cost not paid by the Association's insurance carrier if the condition is covered by insurance. Alternately, the Association may require that, before it performs the work, the Owner pay to the Association the cost of the work, or that portion of the cost that will not be paid by the Association's insurance carrier if the condition is covered by insurance, unless delay in performing the work would be detrimental to the health, safety or welfare of the Owners or result in damage to the Common Area or any Unit.

E. Common Area Damages Caused by an Owner. If damage to the Common Area is caused by the willful or negligent act or omission of an Owner, or his or her guests or tenants, the Association must repair the damage and may levy a reimbursement assessment against the Owner for the cost of the work that is not covered by insurance, or that is not paid by the Association's insurance carrier if the condition is covered by insurance.

F. Maintenance Recommendations. The Association is subject to all maintenance recommendations provided by Declarant, including, without limitation, all guides and other documents and maintenance schedules, as they pertain to the Common Area and those portions, if any, of the Units that the Association is required to maintain and repair. Civil Code sections 907 and 945.5 provide that Owners and the Association have an affirmative duty to maintain the Project pursuant to written maintenance recommendations.

9.3 MAINTENANCE RESPONSIBILITY LIST. The types of items to be maintained by the Association and the individual Owners are set forth on the Maintenance List attached to this Declaration as Exhibit B. The Board has the sole authority to determine whether the Association or the Owners are responsible for maintenance of any item not included on the Maintenance List.

ARTICLE 10 Insurance Coverage

10.1 REQUIRED COVERAGE. The Association must acquire and maintain the following insurance coverage:

A. Fire and Casualty. The Association must maintain a master policy of fire and casualty insurance.

(1) The policy must include coverage for:

- a. all Common Area improvements described in section 1.7 and landscaping located within the Common Area, but excluding land, foundations, excavations and other items typically excluded from property insurance coverage,
- b. the Residential Units: standard components of the Unit as described in section 1.23 that were originally installed by the Declarant, and any equivalent replacements to them. However, any upgrades installed by an Owner are excluded to the extent the replacement cost of the upgraded improvements exceeds the insurable replacement value of the original Unit improvements, as determined on the date that immediately precedes the date of the damage or destruction. Personal property and trade fixtures located in a Unit are also excluded, and,

c. the Commercial Units: load bearing structural components of the Unit, the walls located between the adjoining Units or between a Unit and the Common Area and sheetrock on those walls.

(2) The policy must provide coverage against losses due to fire and other casualties normally covered by a "special form" policy or its equivalent. Coverage must be in an amount equal to the full insurable replacement cost of the covered property and include an agreed amount endorsement or its equivalent and a building laws endorsement or its equivalent.

(3) The policy must be in a form and from an insurance carrier satisfactory to the Board and to any first Mortgagee that inquires of the Association as to the terms of the policy. The policy must be primary and noncontributing with any other insurance policy covering the same loss. The policy must waive all subrogation rights against any Owner or occupant and his or her family members and invitees.

B. Commercial General Liability. The Association must obtain and maintain commercial general liability insurance insuring the Association, any managing agent, and the Owners and occupants of the Condominiums, and their respective family members, guests, invitees, and the agents and employees of each of them, against any liability incident to the ownership or use of the Common Area or any other real or personal property owned or maintained by the Association, and including, if obtainable on commercially reasonable terms, a cross-liability or severability-of-interest clause or endorsement insuring the liability of each insured against claims by each other insured. The limits of the insurance may not be less than \$2,000,000, or any greater amount required by Civil Code section 1365.9, covering all claims for death, personal injury, and property damage arising from a single occurrence. This insurance must include coverage against water damage liability, liability for non-owned and hired automobiles, liability for the property of others, and any other liability or risk customarily covered with respect to developments similar in construction, location and use.

C. Director and Officer Liability Insurance. The Association must purchase and maintain insurance on behalf of any director, officer or member of a committee of the Association against any liability asserted against or incurred by any of these persons in their capacity or arising out of their status as agents of the Association, regardless of whether the Association has the power to indemnify these persons against liability under applicable law. The insurance must be in an amount of not less than \$500,000, or any greater amount required by Civil Code section 1365.7 and must include a "duty to defend" provision and a "pay on behalf of" clause.

D. Fidelity Bond. If required by any institutional lender or at the discretion of the Board, a fidelity bond or policy of insurance against dishonest acts on the part of any person entrusted with or permitted to handle funds belonging to or administered by the Association, including a professional manager and its employees, naming the Association as the insured.

E. Worker's Compensation Insurance. Worker's compensation insurance to the extent necessary to comply with any applicable law.

10.2 INSURANCE REQUIRED BY CERTAIN LENDERS. When FNMA or FHLMC is a Mortgagee, an insurer or guarantor of a Mortgage, or an Owner of a Condominium within the Project, a policy required under this Declaration must satisfy the minimum requirements imposed for this type of Project by FNMA or FHLMC with respect to amount, term coverage, deductible, named insureds, loss payees, standard mortgage clauses, notices of change and cancellation, and insurance company rating. However, to the extent that coverage is not available upon reasonable terms and at a reasonable cost, or has been modified or waived in writing by FNMA or FHLMC, it need not be obtained.

10.3 REVIEW OF POLICIES; ADDITIONAL INSURANCE. All policies of insurance must be reviewed at least annually and adjusted, if necessary, to provide coverage and protection as the Board deems prudent or as reasonably required by any first Mortgagee. The Board may obtain additional policies of insurance other than those required by this article as it deems necessary or prudent.

10.4 OWNER'S INSURANCE. Each Owner must maintain property insurance insuring against losses to the Owner's personal property located within the Unit and Exclusive Use Common Area appurtenant to the Unit, and to upgrades and fixtures installed by the Owner that are part of the Unit and are not covered by the Association's property insurance described in section 10.1. Each Owner must maintain general liability insurance insuring against any liability to persons or property arising from any act or omission occurring within the Owner's Unit. The Board may establish reasonable minimum liability insurance amounts for the Units. A reasonable minimum general liability insurance amount established for a Commercial Unit must take into account the use conducted in that Unit.

All individually owned insurance must contain a waiver of subrogation, and all Owners are deemed to have waived subrogation rights as to the Association and other Owners and occupants and their family members and invitees whether or not their policies so provide. An Owner may not separately insure any property covered by the Association's property insurance, and is liable to the Association to the extent of any diminution in insurance proceeds payable to the Association resulting from doing so. The Association is not liable for damages incurred by an Owner on account of injuries to person or property where the Owner fails to carry the required insurance.

10.5 INSURANCE PREMIUMS. The cost of the Association's insurance premiums must be included in the regular assessment levied by the Association.

10.6 NOTICE OF LAPSE, CANCELLATION OR NON-RENEWAL OF INSURANCE POLICIES. The Association must, as soon as reasonably practical, notify the Owners by first-class mail if any of the insurance policies required to be maintained by it have lapsed or been canceled and

not immediately replaced, or if there is a significant change in the terms of any insurance policy, such as a reduction in coverage or limits or an increase in the deductible. If the Association receives any notice of non-renewal of an insurance policy, it must immediately notify the Owners if replacement coverage will not be in effect by the date the existing coverage will lapse.

10.7 SETTLEMENT OF INSURANCE CLAIMS. The Association is authorized to negotiate and agree on the value and extent of any loss under any policy carried by the Association. The Association is granted full 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 on behalf of the Owners and itself with respect to any policy carried by the Association.

ARTICLE 11

Damage or Destruction; Condemnation

11.1 DAMAGE TO A SINGLE UNIT. If a single Unit within the Project is damaged by a casualty that is covered by insurance, the insurance proceeds must be paid to the Owner of the Unit and his or her Mortgagee according to their respective interests in the Condominium. The insurance proceeds must be used to rebuild and repair the Unit. If the proceeds are insufficient to complete the work, the Owner must pay all additional sums necessary to complete the rebuilding and repair. If a single Unit within the Project is damaged by a casualty that is not covered by insurance, the entire cost of repairing and rebuilding the Unit must be paid by the Owner.

11.2 DAMAGE TO TWO OR MORE UNITS OR COMMON AREA. If the damage extends to two or more Units or any part of the Common Area, the following apply:

A. Insurance Proceeds. All insurance proceeds and proceeds from a special assessment levied to provide sufficient funds to complete the repair and rebuilding of damaged improvements must be held by the Association for the benefit of the Owners and their Mortgagees according to their respective interests in the Condominiums. All insurance proceeds must be deposited with a third party depository that supervises disbursement of funds, such as an insurance trustee or a commercial lending institution experienced in the disbursement of construction loan funds. However, if the Board determines that the amount of proceeds required to complete the repair and rebuilding is so small that the cost of a third party depository is excessive in relation to that amount, the proceeds may be deposited into an Association bank account established for the sole purpose of holding monies for the repair and rebuilding and disbursed by the Board.

B. Bids for Reconstruction. The Board must retain a construction consultant, who is a licensed general contractor, architect, or engineer with at least 5 years experience in repair and rebuilding of property damaged through fire or other casualty. In conjunction with the consultant, the Board must obtain firm bids from two or more responsible contractors to rebuild the Project, and may also obtain an estimate from the insurance carrier of the work it

will perform for the amount of available insurance proceeds. The Board must accept the bid or insurance estimate it considers most favorable, conditional upon the levy of a special assessment if funds in excess of available insurance proceeds plus Association reserve funds are required to complete the reconstruction. If the Board determines that the amount of proceeds required to complete the repair and rebuilding is so small that the cost of a construction consultant is excessive in relation to the cost of the work, the Board may waive the requirement.

C. Obligation to Rebuild; Special Assessment. The Board must contract to repair and rebuild the damaged portions of all Units and the Common Area if:

- (1) the insurance carrier offers the full amount required to repair and restore all of the damage;
- (2) the difference between (a) total insurance proceeds plus the amount of Association reserves and (b) the cost of the repairs or rebuilding does not require a special assessment approved by a Vote of the Owners under section 4.4; or,
- (3) the difference between (a) total insurance proceeds plus the amount of Association reserves and (b) the cost of the repairs or rebuilding requires a special assessment approved by a Vote of the Owners under section 4.4 and the Board has obtained the vote. Failure of the Owners to approve the special assessment will be deemed an election not to repair and rebuild.

D. Election Not to Rebuild. Upon an election not to rebuild, the Association, as agent for the Owners, must promptly sell the entire Project, in its then condition, on terms satisfactory to the Board. For the purpose of effecting a sale under this section, each Owner grants to the Association an irrevocable power of attorney to sell the entire Project for the benefit of the Owners, to terminate the Declaration and to dissolve the Association. The net proceeds and all funds held by the third party depository described in subsection A. must be distributed to the Owners and their respective Mortgagees proportionately, according to the respective fair market values of the Units at the time of the destruction as determined by a qualified independent appraiser, with an M.A.I. certificate or the equivalent, selected by the Board. The Association must pay the cost of the appraisal. If the Association fails to sell the Project promptly, any Owner may bring an action for judicial partition of the tenancy in common ownership of the Project.

Upon distribution of proceeds from the sale of the Project, this Declaration terminates.

E. Standards for Rebuilding and Repair. The Project must be rebuilt to its existing condition immediately prior to the damage, modified to comply with building codes and construction standards in effect at the time of the rebuilding.

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

G. Notice of Damage or Destruction. Within 60 days after damage or destruction occurs, the Board must, and if it does not, any Owner, Mortgagee, the insurer or the third party depository described in subsection A. may record in the County Recorder's Office a sworn declaration setting forth a description of the damage or destruction, the name of the insurer against whom the claim is made, the name of the third party depository and a statement that the sworn declaration is recorded pursuant to this section of the Declaration.

11.3 CONDEMNATION. The Association is the representative of the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or part of the Common Area. In the event of a taking or acquisition of all or part of the Common Area by a condemning authority, the award or proceeds of settlement is payable to the Association, or a trustee appointed by the Association, for the use and benefit of the Owners and their mortgagees as their interests may appear. In the event of a taking of any Condominium in the Project by eminent domain, the Owner is entitled to receive the award. An award for a taking that extends to two or more Condominiums or the Common Area must be apportioned among the Owners according to a court judgment or agreement between the condemning authority and each of the Owners. In the absence of such an apportionment, the award must be distributed among the Owners and their respective Mortgagees according to the relative values of the Condominiums affected as determined by independent appraisal in accordance with the procedure set forth in section 11.2D.

ARTICLE 12 Mortgage Protection Provisions

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

12.2 MORTGAGE PERMITTED; VALIDITY OF MORTGAGE LIEN. Any Owner may encumber his or her Condominium with a Mortgage. A breach of any of the provisions of this Declaration does not invalidate the lien of a first Mortgage made in good faith and for value. This Declaration is binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

12.3 REQUIRED CONSENT OF ELIGIBLE MORTGAGE HOLDERS.

A. Eligible Mortgage Holder. As used in this section 12.3, "eligible mortgage holder" means a first Mortgagee, or the insurer or governmental guarantor of a first Mortgage, that has

submitted a written request to the Association to notify it of any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

B. Amendments of a Material Nature. Amendments to the provisions of the Governing Documents of a material adverse nature to mortgagees require the approval of eligible mortgage holders that represent at least 51% of the votes of Units that are subject to mortgages held by eligible mortgage holders.

Except for minor, non-substantive changes, changes to provisions governing any of the following are of a material adverse nature: (1) voting rights; (2) increases in assessments that increase the previously assessed amount more than 25%, assessment liens or priority of such liens; (3) reductions in reserves for maintenance, repairs and replacement of the Common Area; (4) hazard or fidelity insurance requirements; (5) reallocation of interests in or rights to use the Common Area or Exclusive Use Common Area; (6) responsibility for maintenance and repair of the Project; (7) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (8) redefinition of boundaries of any Unit; (9) convertibility of Units into Common Area or of Common Area into Units; (10) imposition of any restrictions on the leasing of Units; (11) imposition of any right of first refusal or any other restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Condominium; (12) restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; or (13) any provisions which are for the express benefit of mortgage holders, insurers or guarantors.

C. Termination of Legal Status of Project. Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs requires the approval by eligible mortgage holders that represent at least 51% of the votes of Units that are subject to mortgages held by eligible mortgage holders.

D. Implied Consent. An eligible mortgage holder is assumed to have approved a written proposal if it fails to submit a response to the proposal within 60 days after it has received proper notice of the proposal, provided the notice was delivered by certified or registered mail, "return receipt" requested.

12.4 REQUIRED CONSENT OF FIRST MORTGAGEES. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Area, unless at least 67% of all Owners or first Mortgagees (based on one vote for each Condominium encumbered) have given their prior written approval, neither the Association nor the Owners may do any of the following. For purposes of this section 12.4, a first Mortgagee is assumed to have approved a written proposal if it fails to submit a response to the proposal within 60 days after it has received proper notice of the proposal, provided the notice was delivered by certified or registered mail, "return receipt" requested.

A. By act or omission, seek to abandon or terminate the Project;

B. Change the pro-rata interest or obligations of any Condominium for purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro-rata share of ownership of each Condominium in the Common Area;

C. Partition or subdivide any Condominium;

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

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

12.5 NOTICE TO MORTGAGE HOLDERS, INSURERS AND GUARANTORS. Upon written request to the Association identifying the name and address of the mortgage holder, insurer or guarantor and the Unit number or address of the Unit, a mortgage holder, insurer or guarantor is entitled to timely written notice of the following:

A. Any condemnation loss or any casualty loss that affects a material portion of the Project or the Unit securing its mortgage;

B. Any 60 day delinquency in the payment of assessments owed by the Owner of any Unit on which it holds the mortgage;

C. Any lapse, cancellation or material modification of an insurance policy maintained by the Association; or

D. Any proposed action that requires the consent of eligible mortgage holders, as specified in section 12.4.

12.6 RIGHTS TO INSPECT, RECEIVE STATEMENTS, ATTEND MEETINGS.

A. All Owners and lenders, and all holders, insurers or guarantors of any first Mortgage are entitled to inspect current copies of the Declaration, Bylaws, the Association rules and any other rules concerning the Project and the books, records and financial statements of the Association. Inspection may be made upon request, during normal business hours or under other reasonable circumstances.

B. If the Association has not prepared an audited financial statement, the holder, insurer or guarantor of any first Mortgage may have an audited financial statement for the immediately preceding fiscal year prepared at its own expense.

C. Upon written request to the Association, a first Mortgagee is entitled to receive written notice of, and may appear (but not vote) at meetings of the Owners and the Board.

12.7 LIMITATION ON RIGHT OF FIRST REFUSAL. The Governing Documents contain no provision creating a "right of first refusal," but if any of these rights is created in the future, they must not impair the rights of any first Mortgagee to foreclose or take title to a Condominium pursuant to the remedies provided in the Mortgage, accept a deed (or assignment) in lieu of foreclosure in the event of a default by the Mortgagor, or sell or lease a Condominium acquired by the Mortgagee. However, right of first refusal shall be recorded against the Affordable Residential Unit, granting the Agency the right to purchase the Affordable Residential Unit on certain terms and conditions as set forth therein.

12.8 PRIORITY AS TO PROCEEDS AND AWARDS. No Owner or other party has priority over the rights of a Mortgagee pursuant to its Mortgage in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Units or the Common Area.

12.9 SUBORDINATION. Any lien created or claimed under the provisions of this Declaration is subject and subordinate to the rights of any first Mortgagee with a first Mortgage that encumbers a Condominium, and will not defeat, invalidate or impair the obligation or priority of a first Mortgage unless the Mortgagee expressly subordinates its interest in writing.

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

ARTICLE 13 General Provisions

13.1 ENFORCEMENT.

A. ACTIONS BY THE ASSOCIATION OR AN OWNER TO ENFORCE GOVERNING DOCUMENTS. The Association or any Owner may enforce the Governing Documents. The parties to a dispute between the Association and an Owner must, in all cases, use good faith efforts to resolve the dispute through alternative dispute resolution according to the procedures set forth in the Bylaws or operating rules adopted by the Board.

Neither the Association nor an Owner may file an action in the superior court for enforcement of the Governing Documents that includes a request for declaratory, injunctive, or writ relief,

or for that relief in conjunction with a claim for monetary damages not in excess of \$5,000 unless the parties have endeavored to submit their dispute to alternative dispute resolution as required by sections 1369.510 through 1369.580 of the Civil Code and according to the procedures set forth in the Bylaws or operating rules adopted by the Board. An Owner may not seek to enforce this Declaration until the Owner has delivered a written request to the Association for enforcement and the Association has refused to perform or has not responded to the request within 60 days from the date of delivery. The foregoing does not apply to a small claims action or an assessment dispute.

This provision applies to any dispute between the Association and Declarant acting in its capacity as an Owner of a Unit and that does not arise out of defects in design or construction of the Project.

B. LEGAL ACTIONS AGAINST DECLARANT FOR DEFECTS IN DESIGN OR CONSTRUCTION. The following provisions apply where the Association seeks to take legal action against Declarant or other party who may be liable for defects in design or construction of the Project.

(1) Mandatory Binding Arbitration. Any disputes, claims, issues or controversies between any Owner and Declarant or between the Association and Declarant regarding any matters that arise out of or are in any way related to the Project, the relationship between Owner and Declarant or the relationship between the Association and Declarant, whether contractual or not, including, but not limited to, the agreement between Declarant and any Owner to purchase a Condominium or any related document, such as warranties or disclosures, or any action for claimed construction defects must be resolved through neutral, binding arbitration and not by any court action except as provided for judicial review of arbitration proceedings by California law.

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

in law or equity in resolution of any dispute between the parties. However, the arbitrator does not have the authority to award punitive damages.

(2) **Civil Code Sections 910-938 Prelitigation Requirements.** Before filing any arbitration, legal action or other proceeding against Declarant, or a builder, developer, or contractor, for any claimed defects in the design and construction of the Project or for a violation of the functionality standards set forth in Civil Code sections 896-897 ("functionality standards"), the Association must comply with the procedures found in Title 7 of Part 2 of Division 2 of the California Civil Code, beginning at section 910. These procedures impact the legal rights of the Association and the Owners.

It is Declarant's intent to relinquish control over the Association's ability to decide whether to initiate a claim for violation of the functionality standards from and after the date of substantial completion of the Project. Therefore, a director appointed by Declarant or elected by votes cast by Declarant has no power or authority to participate in or vote on any action taken by the Association to initiate a claim for violation of the functionality standards. A decision by the Board to initiate a claim for violation of the functionality standards also requires a Vote of the Class A Owners only, or where the two class voting structure is no longer in effect, a Vote of the Owners other than Declarant. This section becomes effective automatically on the date that the first director is elected to the Board without the vote of Declarant.

13.2 TERM. The initial term of this Declaration is 50 years from the date it is recorded, unless it is terminated earlier because of damage and destruction or condemnation as provided in sections 11.2 and 11.3 or by partition as permitted by Civil Code section 1359. After that 50 year period, this Declaration will extend automatically for successive periods of 10 years, unless by a vote of 67% of all Owners, the Owners vote to terminate it, and an instrument in writing to that effect is recorded within the year preceding the beginning of the next period of 10 years.

13.3 AMENDMENTS. Prior to close of escrow on the sale of the first Condominium, this Declaration may be amended by Declarant. Thereafter, this Declaration may be amended by an instrument in writing signed and acknowledged by the president or the secretary of the Association certifying under penalty of perjury that the amendment was adopted with the consent of Owners as provided in this section. The Declaration may be amended only by a vote of more than 50% of all of the Owners and the vote of more than 50% of all of the Owners, other than Declarant. Any amendment which affects some but not all of the Condominiums also requires the approval of a majority of all of the Owners of the Condominiums affected by the amendment. Any provision of this Declaration that confers rights and benefits on Declarant may not be amended or rescinded without the prior written consent of Declarant, except as permitted by Civil Code section 1355.5. Where a greater percentage than a majority is required to amend any provision of this Declaration, amendment of that provision requires the approval of the prescribed percentage of all of the Owners, and the prescribed percentage of all of the Owners other than Declarant. An amendment must be recorded and becomes effective only upon being recorded in the County Recorder's Office. An

amendment does not adversely affect the rights of the holder of any Mortgage of record recorded prior to the amendment. This Declaration may also be amended in accordance with the provisions of Civil Code section 1356.

13.4 OWNER'S COMPLIANCE. Each Owner must comply with the provisions of this Declaration, the Articles, the Bylaws, the operating rules, and the decisions and resolutions of the Board. All agreements and determinations lawfully made by the Board in accordance with the voting percentages established in this Declaration or the Bylaws are binding on Declarant, all Owners, their successors and assigns.

13.5 POWER OF ATTORNEY. Any power of attorney exercisable by the Board on behalf of the Owners under this Declaration may be exercised only after the recording with the County Recorder of a certificate, executed by a majority of the Board, that the power of attorney is being exercised under the authority of this Declaration. The certificate is conclusive evidence of proper exercise in favor of any person relying on it in good faith.

13.6 NOTICES. Any notice permitted or required by the Governing Documents must be in writing. Unless expressly provided otherwise in a particular provision, delivery of a notice may be by any of the following means: (1) personal delivery, (2) certified or registered U.S. mail, (3) delivery by commercially recognized courier service, or (4) email, facsimile or other electronic means if the recipient has previously agreed to that method of delivery. If delivery is by mail, the notice is deemed delivered 72 hours after a copy of it has been deposited in the United States mail, postage prepaid, addressed to the Owner at the current address given by the Owner to the secretary of the Board or addressed to the Unit of the Owner if no address has been given to the secretary. Electronic notice is deemed delivered upon transmission to the current email address or facsimile number delivered to the Association in accordance with the provisions of this section.

13.7 INDEMNIFICATION. Each Owner is liable to the Association for damage to the Common Area caused by the willful misconduct or negligence of the Owner, members of the Owners' family, and a contract purchaser, tenant, guest or invitee of the Owner, to the extent that the damage is not covered by insurance. Each Owner must indemnify and defend each other Owner and the Association against any claim of personal injury or property damage that occurred in the Owner's Unit and was caused by the willful or negligent act or omission of the Owner, his or her family members, contract purchasers, tenants, guests and invitees to the extent the injury or damage is not covered by insurance.

13.8 STANDING OF ASSOCIATION. The Association has standing to institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the individual Owners in matters pertaining to the following: (a) enforcement of the Governing Documents; (b) damage to the Common Area; (c) damage to a Unit that the Association is obligated to maintain or repair, and (d) damage to a Unit that arises out of, or is integrally related to, damage to the Common Area or a Unit that the Association is obligated to maintain or repair.

13.9 NOTICE OF NEW OWNERSHIP. No later than five days after close of escrow on the purchase of a Condominium, the new Owner must inform the Association of his or her name and address, the number of the Unit purchased, and the date of close of escrow on the purchase.

13.10 FAIR HOUSING. No Owner may, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing, or occupancy of his or her Unit to any person of a specified race, color, creed, religion, ancestry, national origin, sex, gender identity, marital or domestic status, sexual orientation, physical disability, or disability including AIDS or HIV status.

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

13.12 STATUTORY REFERENCES. References to particular statutes of the State of California include any amendment of the statute. If a particular statute is repealed, reference to the statute will include any other statute that thereafter governs the same subject.

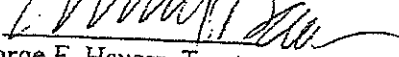
13.13 SEVERABILITY OF PROVISIONS. The provisions of this Declaration are independent and severable, and the invalidity or unenforceability of one does not affect the validity or enforceability of the others.

13.14 CONSTRUCTION OF PROVISIONS. The provisions of this Declaration must be construed liberally and in conjunction with the Bylaws and operating rules established by the Board to effect its purpose of creating a uniform plan for the development and operation of a condominium project pursuant to the provisions of section 1350 et seq. of the California Civil Code.

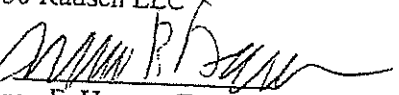
13.15 INCONSISTENCY IN DEFINITIONS. If there are any inconsistencies in the definitions contained in the Declaration and any notes on the Map or the Condominium Plan, the definitions contained in the Declaration control.

Declarant has executed this Declaration on Sept. 2, 2008.

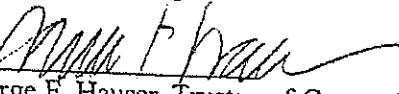
766 Harrison LLC, a California limited liability company
By: George F. Hauser 1988 Revocable Inter-Vivos Trust, Member

by: 
George F. Hauser, Trustee

by: 60 Rausch LLC

by: 
George F. Hauser, Trustee of George F. Hauser 1988 Revocable Inter-Vivos Trust, Member

by: 73 Sumner LLC

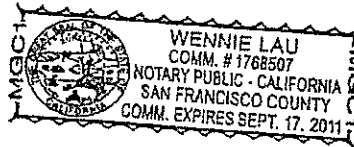
by: 
George F. Hauser, Trustee of George F. Hauser 1988 Revocable Inter-Vivos Trust, Member

STATE OF CALIFORNIA }
COUNTY OF San Francisco } SS.

On September 2, 2008, before me, Wennie Lau, a notary public, personally appeared George F. Hansen who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

Wennie Lau

EXHIBIT B

Maintenance Responsibilities

This Exhibit describes the respective maintenance responsibilities of the Owners and the Association. It may include some improvements not found at the Project, and may omit some improvements found at the Project. It is the sole responsibility of the Board to determine whether maintenance of an improvement not mentioned below is responsibility of the Owner or the Association.

Owner maintenance responsibilities include:

- Appliances
- Cabinets and other fixtures
- Drains in the Exclusive Use Common Area decks - the Owner should maintain and clean all drains in the deck before the beginning of each rainy season.
- Drywall and sheet rock
- Exclusive Use Common Areas specified in Section 8.1B
- Exterior doors - see below
- Exterior light fixtures at entry, deck, patio and yard, and other fixtures and bulbs where fixture is connected to Unit's electrical system
- Interior doors and hardware
- Interior light fixtures
- Outlets and plugs for electrical and telecommunications wiring
- Keys and garage door openers required for entry into the Unit
- Partition walls
- Plumbing fixtures (sinks, toilets, etc.)
- Smoke detectors - battery operated
- Wall, floor and ceiling surfaces (e.g. paint, wallpaper, carpet and other flooring materials)
- Window coverings
- Windows - see below

Association maintenance responsibilities include:

Owners are reminded that they are obligated to notify the Association of any evidence of leaks or other defective condition that it is the responsibility of the Association to repair.

- Boilers
- Electrical fixtures and outlets serving the Common Area (except those maintained by an Owner)
- Elevator
- Exclusive Use Common Areas specified in Section 8.2A
- Fences
- Floor, wall and ceiling surfaces in common areas - clean, paint, repair, replace
- Irrigation system
- Landscaping
- Laundry appliances

Life Safety Systems - fire sprinkler system, including sprinkler heads within a Unit, hard-wired smoke alarms, fire alarm

Mailboxes

Retaining walls

Structural elements

Water heaters

Water proofing - roof, exterior paint

Exterior Doors and Windows: Responsibility for maintenance of Exterior Doors is assigned as follows. Exterior Doors include front doors, and doors to patios, balconies and decks, screen doors, and garage doors that serve a single Unit.

Exterior Doors. The Association is responsible for maintenance, repair and replacement of the door frame, door casing and door, and repair, refinishing and painting of door exterior. The Owner is responsible for repair and replacement of those portions of the door accessible from inside the Unit, including, repairing and painting the interior of the door, hardware, seals, weather stripping, and any other portion of the door assembly accessible from inside the Unit.

Windows. The Association is responsible for maintenance, repair and replacement of the window frame, exterior trim, and repair, refinishing and painting of window exterior. The Owner is responsible for repair and replacement of those portions of the window accessible from inside the Unit, including, repairing and painting the interior of the window frame and interior window trim, hardware, seals, weather stripping, window glass and any other portion of the window assembly accessible from inside the Unit.

Window Washing. Each Owner is responsible for washing the interiors of windows and those exterior windows that are accessible from a balcony, patio, or yard area or the interior of the Unit. The Association is responsible to wash exterior windows not accessible as just described.

EXHIBIT "A"
A MIXED-USE CONDOMINIUM PLAN FOR
766 HARRISON STREET
SAN FRANCISCO, CALIFORNIA
ASSESSOR'S BLOCK 3751, LOT 153

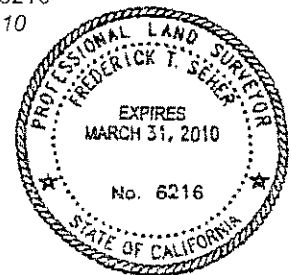
BEING ALL THAT CERTAIN REAL PROPERTY IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, SHOWN ON THAT CERTAIN MAP ENTITLED "FINAL MAP NO. 4566", FILED FOR RECORD JULY 2, 2008, IN BOOK 106 OF CONDOMINIUM MAPS, PAGES 219 THROUGH 221, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

SURVEYOR'S STATEMENT:

I, THE UNDERSIGNED, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, AND THIS CONDOMINIUM PLAN CONSISTING OF 55 SHEETS, WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAN TRULY REPRESENTS THE BOUNDARIES AND ELEVATIONS OF THE PARCELS AND COMMON AREA. I ALSO STATE THE SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2008, IS TRUE AND COMPLETE AS SHOWN.

DATED 08-21-08

BY: Frederick T. Seher
FREDERICK T. SEHER
LICENSED LAND SURVEYOR NO. 6216
EXPIRATION DATE: MARCH 31, 2010



GENERAL NOTES:

1. THE SUBDIVISION DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT.
2. REFER TO THE DECLARATION OF RESTRICTIONS FOR DEFINITIONS OF UNIT AND COMMON AREA.
3. DIMENSIONS SHOWN AND ELEVATIONS NOTED ON THE CONDOMINIUM PLANS ARE INTENDED TO BE THE UNFINISHED INTERIOR SURFACES OF THE WALLS, FLOORS AND CEILINGS.
4. BUILDING WALLS OF THE UNITS ARE AT NINETY DEGREES AND WALLS ARE 0.5 FEET THICK UNLESS OTHERWISE INDICATED. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
5. THE AREAS ENTITLED "S-1" THROUGH "S-71" ARE EXCLUSIVE USE EASEMENT AREAS FOR STORAGE PURPOSES AND MAY BE GRANTED AS AN APPURTENANCE TO A PARTICULARLY NUMBERED UNIT.
6. THE AREAS ENTITLED "P-1" THROUGH "P-4" ARE EXCLUSIVE USE EASEMENT AREAS FOR PARKING PURPOSES AND MAY BE GRANTED AS AN APPURTENANCE TO A PARTICULARLY NUMBERED UNIT.
7. THE AREA ENTITLED "HC-5" IS AN EXCLUSIVE USE EASEMENT AREA FOR HANDICAP PARKING PURPOSES AND MAY BE GRANTED AS AN APPURTENANCE TO A PARTICULARLY NUMBERED UNIT.
8. THE AREAS ENTITLED "D-201" THROUGH "D-212", "D-301", "D-302", "D-303", "D-305" THROUGH "D-310", "D-312", "D-313", "D-314", "D-401", "D-402", "D-403", "D-405" THROUGH "D-410", "D-412", "D-413", "D-414", "D-501", "D-502", "D-503", "D-505" THROUGH "D-510", "D-512", "D-513", "D-514", "D-601", "D-602", "D-603", "D-605" THROUGH "D-610", "D-612", "D-613", "D-614", "D-701", "D-702", "D-703", "D-705" THROUGH "D-710", "D-712", "D-713", "D-714", "D-801", "D-802", "D-803", "D-805" THROUGH "D-810", "D-812", "D-813" AND "D-814" ARE EXCLUSIVE USE EASEMENT AREAS FOR DECK PURPOSES AND SHALL BE GRANTED AS AN APPURTENANCE TO THE CORRESPONDINGLY NUMBERED UNIT. THE VERTICAL LIMITATIONS SHALL BE THE SAME AS THE ADJOINING UNIT.
9. BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS ON HARRISON STREET AND RIZAL STREET ARE ALLOWED BY BUILDING PERMITS AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE OF SAN FRANCISCO. THIS DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE PROPERTY UNIT OWNER.
10. ELEVATIONS SHOWN HEREON WERE OBTAINED FROM A GROUP OF CITY BENCHMARKS, LOCATED AT THE INTERSECTION OF 3RD STREET AND HARRISON STREET, ELEVATIONS ARE BASED ON CITY OF SAN FRANCISCO DATUM. N.E. CORNER, CROW CUT OUTER RIM SWI. ELEVATION = 12.536 FEET.

JOB # 1025-06

Order: LKYYW4VNV

Address: 766 Harrison St Unit 209

AUGUST, 2008

SHEET 1 OF 55

Order Date: 09-03-2019

Document not for resale

HomeWiseDocs

EXHIBIT "A"
A MIXED-USE CONDOMINIUM PLAN FOR
766 HARRISON STREET
SAN FRANCISCO, CALIFORNIA
ASSESSOR'S BLOCK 3751, LOT 153

OWNER'S STATEMENT:

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

IN WITNESS WHEREOF WE HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS DAY OF _____, 200__.

OWNER(S): 766 Harrison, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: [Signature] BY: _____
PRINT NAME: George E. Hauser PRINT NAME: _____

OWNER'S ACKNOWLEDGEMENT:

OWNER'S SIGNATURE: [Signature]

STATE OF CALIFORNIA

COUNTY OF San Francisco

ON March 26, 2008 BEFORE ME, Wennie Lau, Notary Public
(INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED George E. Hauser

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: [Signature]

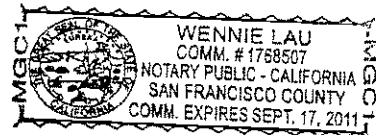


EXHIBIT "A"
A MIXED-USE CONDOMINIUM PLAN FOR
766 HARRISON STREET
SAN FRANCISCO, CALIFORNIA
ASSESSOR'S BLOCK 3751, LOT 153

TRUSTEE / BENEFICIARY: Temecula Valley Bank
BY: [Signature]
PRINT NAME: Jason Lorenz
PRINT CAPACITY: Senior Vice President

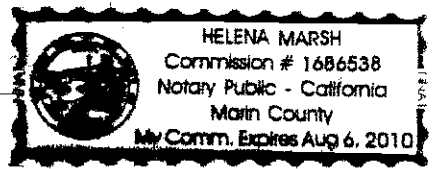
TRUSTEE / BENEFICIARY'S ACKNOWLEDGEMENT:

TRUSTEE/BENEFICIARY SIGNATURE: [Signature]
STATE OF CALIFORNIA
COUNTY OF Maric
ON March 18, 2008 BEFORE ME, Helena Marsh, Notary Public
(INSERT NAME AND TITLE OF THE OFFICER)
PERSONALLY APPEARED - Jason Lorenz -

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

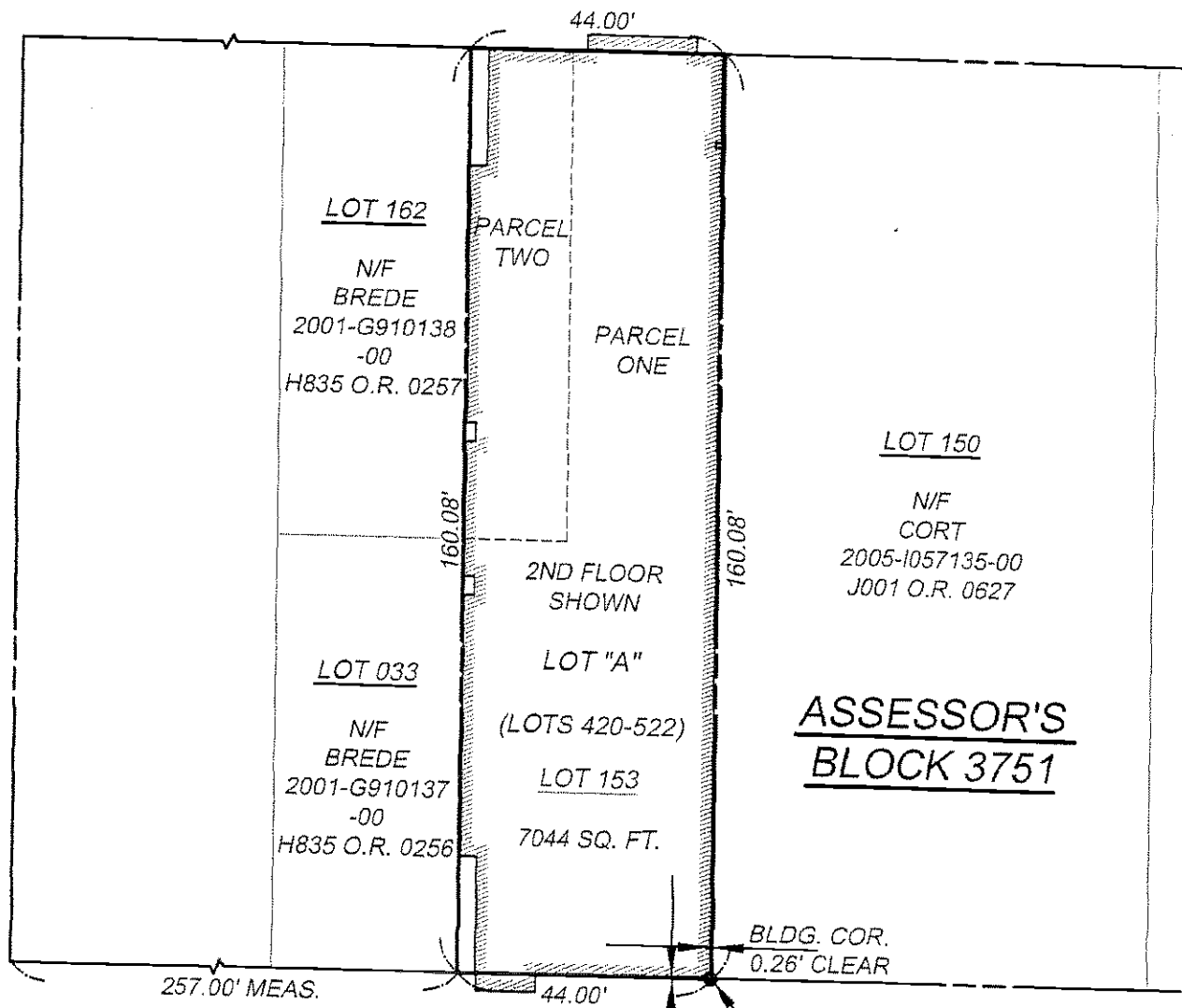
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: [Signature]



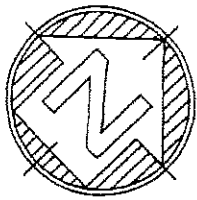
RIZAL STREET
(FORMERLY CLARA STREET)
40' WIDE

4TH STREET
82.50' WIDE



**ASSESSOR'S
BLOCK 3751**

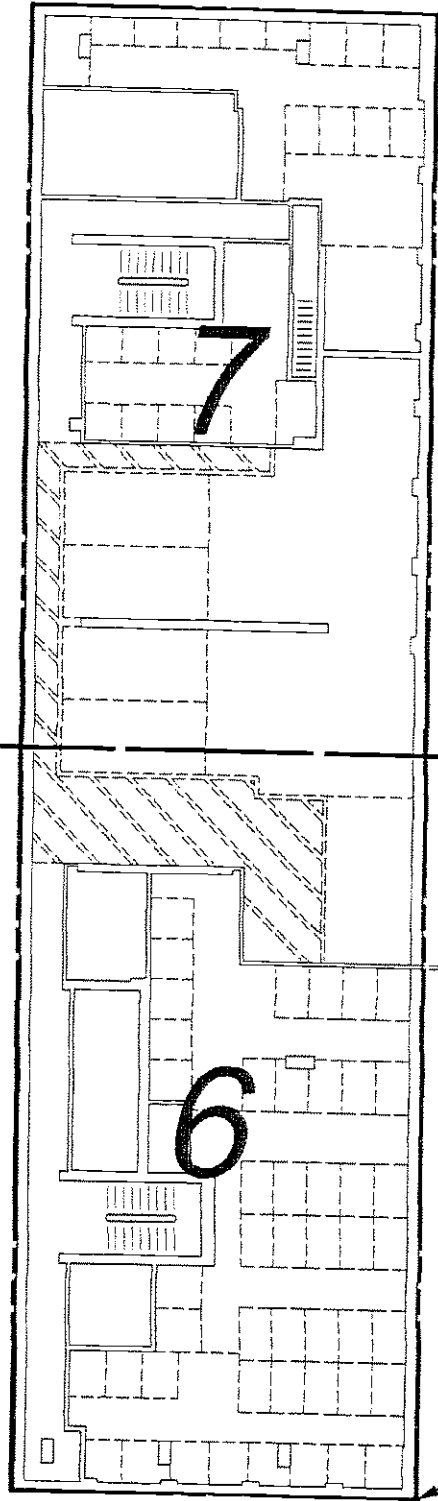
HARRISON STREET
82.50' WIDE



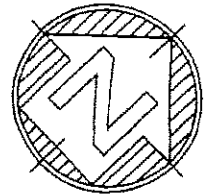
N/F : NOW OR FORMERLY

SURVEY: FTS		Frederick T. Seher & Associates, Inc.	766 HARRISON STREET
DRAWN: OG/HRF		PROFESSIONAL LAND SURVEYORS 841 LOMBARD STREET, SAN FRANCISCO, CA PHONE (415) 921-7690 FAX (415) 921-7655	ASSESSOR'S BLOCK 3751, LOT 153
CHECKED: HRF		JOB NO. 1025-06 DATED: AUGUST, 2008	CONDOMINIUM PLANS SCALE: 1" = 30' SHEET NO. 4 OF 55

RIZAL STREET



SEE SHEET NO.
FOR APPROPRIATE
INFORMATION



BASEMENT LEVEL

LOWERMOST ELEVATION = -3.16'
UPPERMOST ELEVATION = 5.92'

HARRISON STREET

SURVEY:
FTS

DRAWN:
OG/HRF

CHECKED:
HRF



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

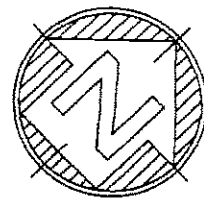
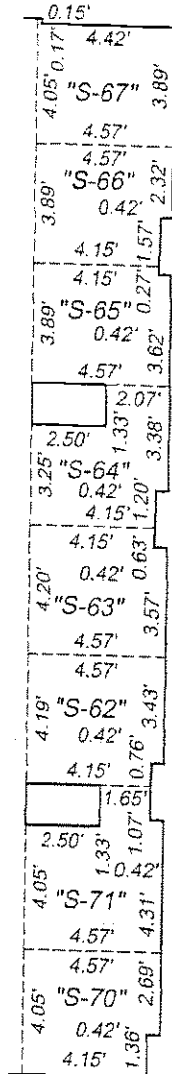
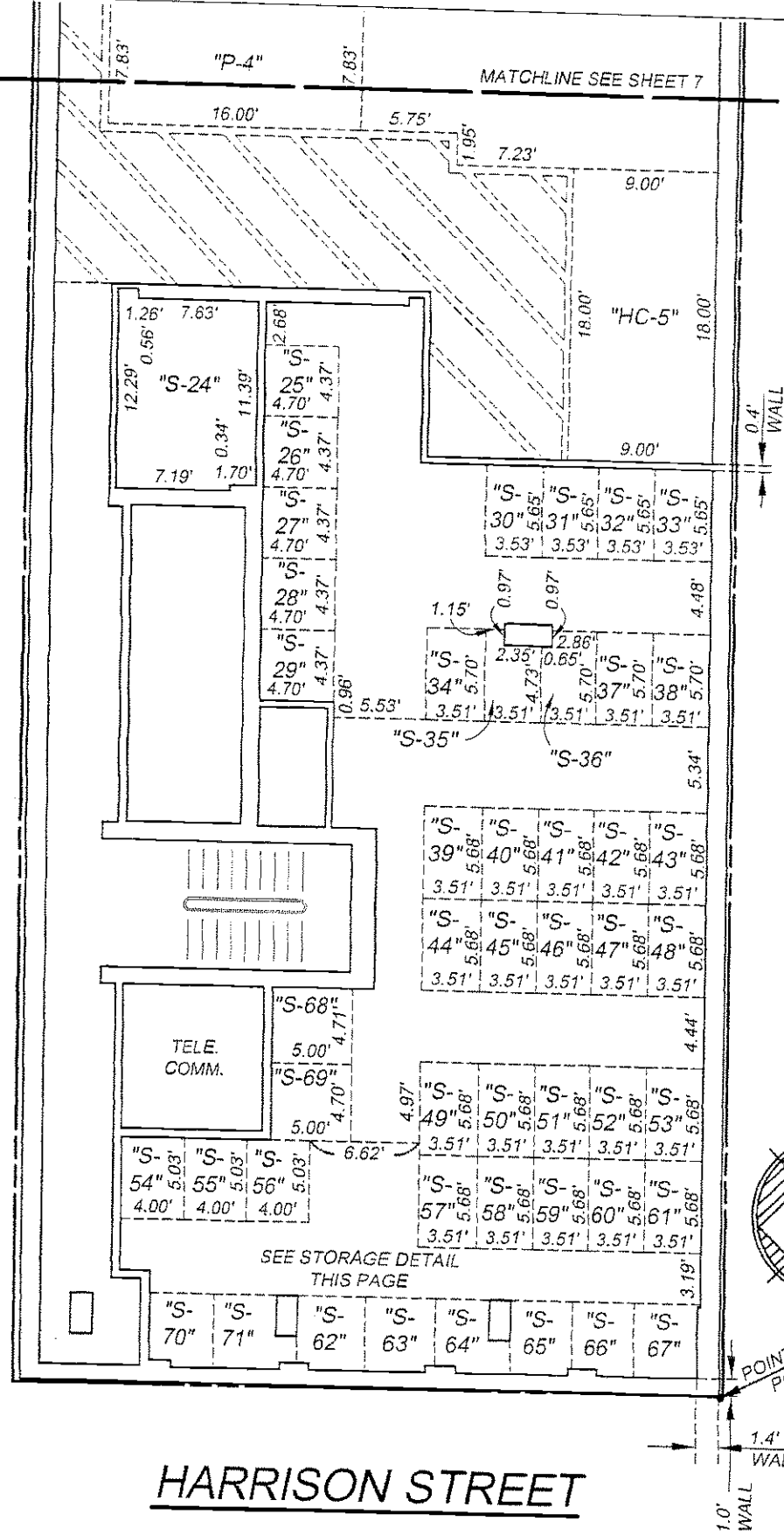
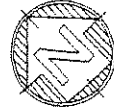
766 HARRISON STREET
 ASSESSOR'S BLOCK 3751, LOT 153
 CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008

SCALE: 1" = 20'

SHEET NO. 5 OF 55

STORAGE DETAIL
NOT TO SCALE



HARRISON STREET

BASEMENT LEVEL

LOWERMOST ELEVATION = -3.16'
UPPERMOST ELEVATION = 5.92'

SURVEY: FTS
DRAWN: OG/HRF
CHECKED: HRF

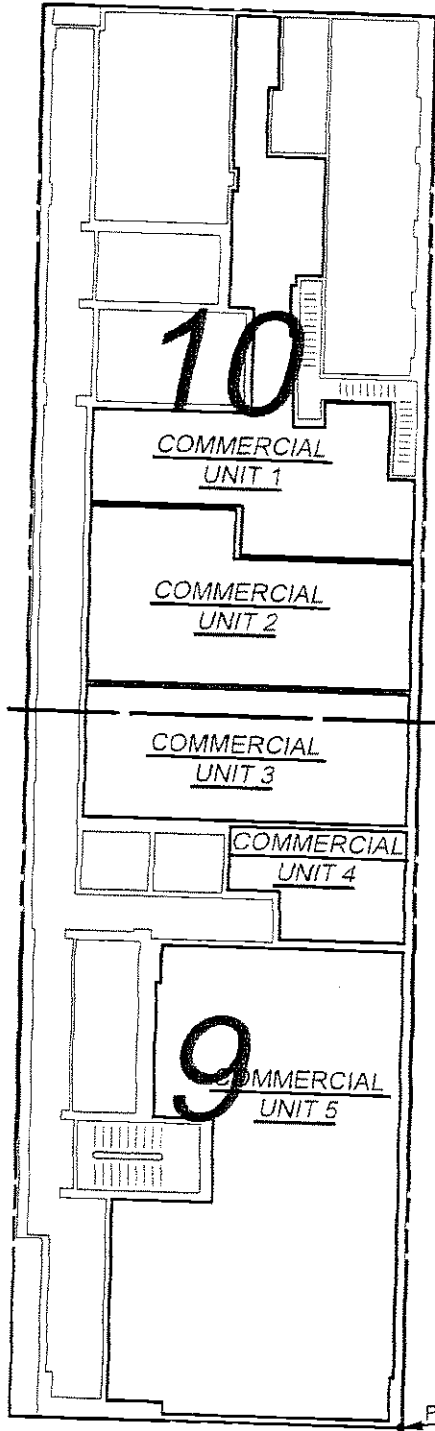


Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

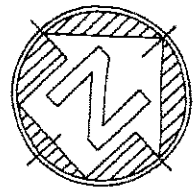
766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 10' SHEET NO. 6 OF 55

RIZAL STREET



SEE SHEET NO.
FOR APPROPRIATE
INFORMATION



HARRISON STREET

GROUND FLOOR

LOWERMOST ELEVATION (L.E.) = 6.83'
UPPERMOST ELEVATION (U.E.) = 18.37'
EXCEPT WHERE NOTED

SURVEY:
FTS

DRAWN:
OG/HRF

CHECKED:
HRF



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

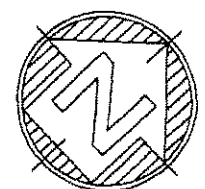
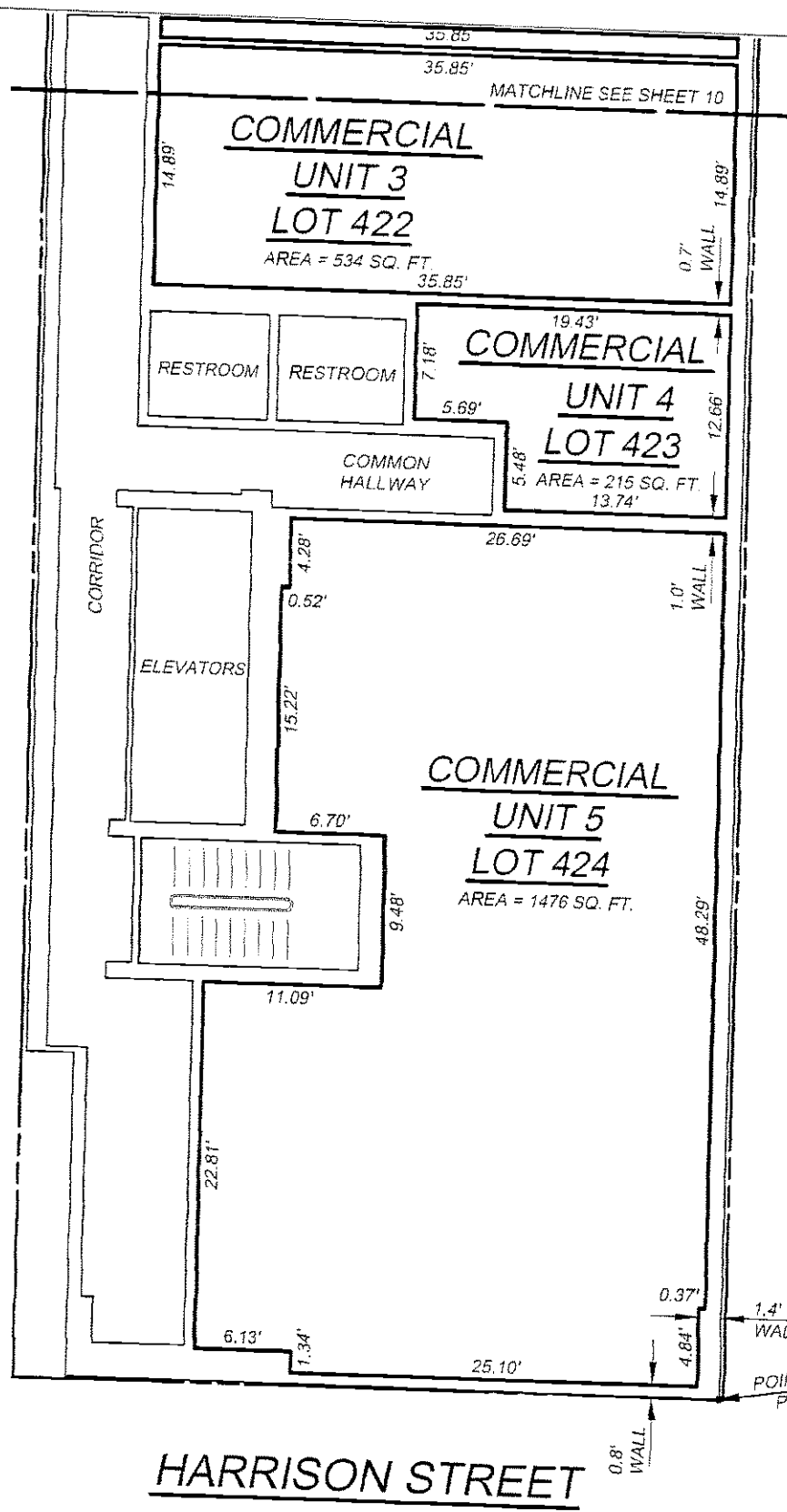
766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06

DATED: AUGUST, 2008

SCALE: 1" = 20'

SHEET NO. 8 OF 55



HARRISON STREET

GROUND FLOOR
 LOWERMOST ELEVATION (L.E.) = 6.83'
 UPPERMOST ELEVATION (U.E.) = 18.37'
 EXCEPT WHERE NOTED

SURVEY: FTS
 DRAWN: OG/HRF
 CHECKED: HRF



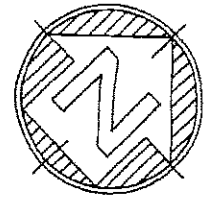
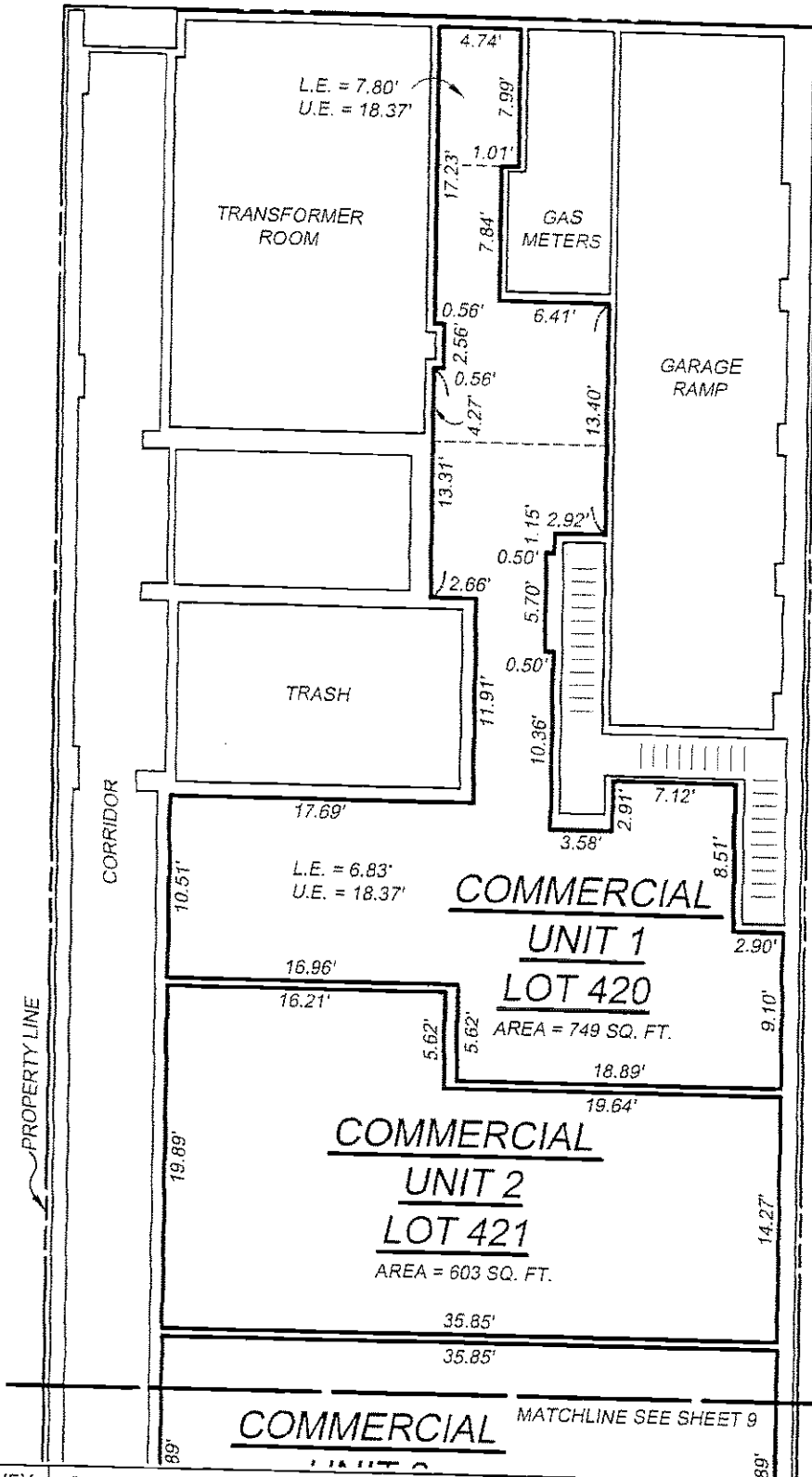
Frederick T. Seher & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 841 LOMBARD STREET, SAN FRANCISCO, CA
 PHONE (415) 921-7690 FAX (415) 921-7655

766 HARRISON STREET
 ASSESSOR'S BLOCK 3751, LOT 153
 CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2009 SCALE: 1" = 10' SHEET NO. 9 OF 55

Order Date: 09-03-2019
 Document not for resale
 HomeWiseDocs

RIZAL STREET



GROUND FLOOR
 LOWERMOST ELEVATION (L.E.) = 6.83'
 UPPERMOST ELEVATION (U.E.) = 18.37'
 EXCEPT WHERE NOTED

SURVEY: FTS
 DRAWN: OG/HRF
 CHECKED: HRF



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

766 HARRISON STREET
 ASSESSOR'S BLOCK 3751, LOT 153
 CONDOMINIUM PLANS

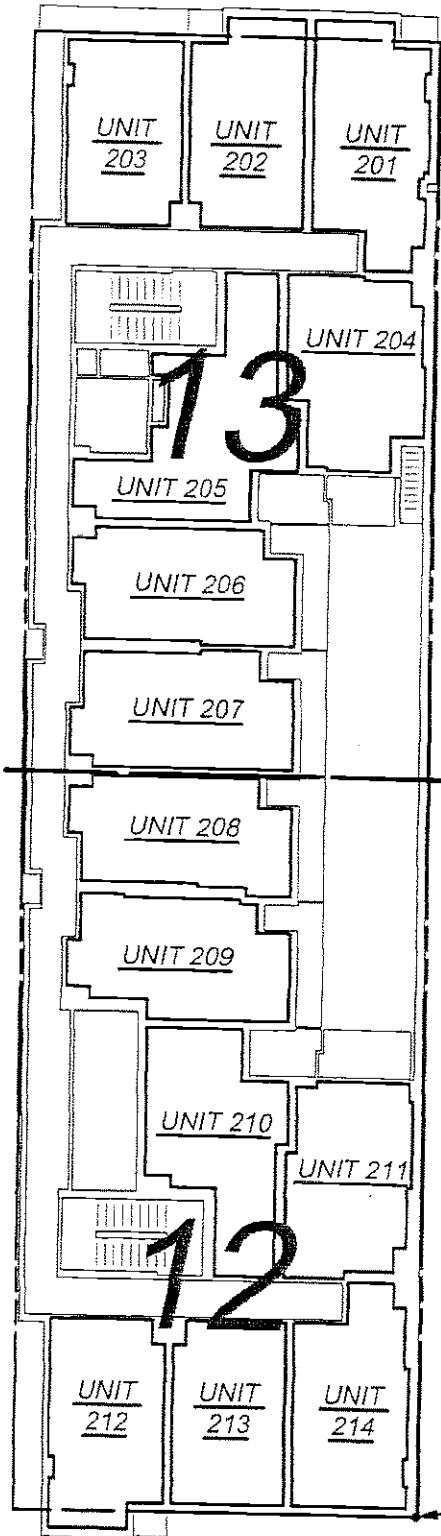
JOB NO. 1025-08

DATED: AUGUST, 2008

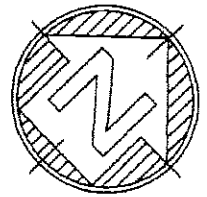
SCALE: 1" = 10'

SHEET NO. 10 OF 55

RIZAL STREET



SEE SHEET NO.
FOR APPROPRIATE
INFORMATION

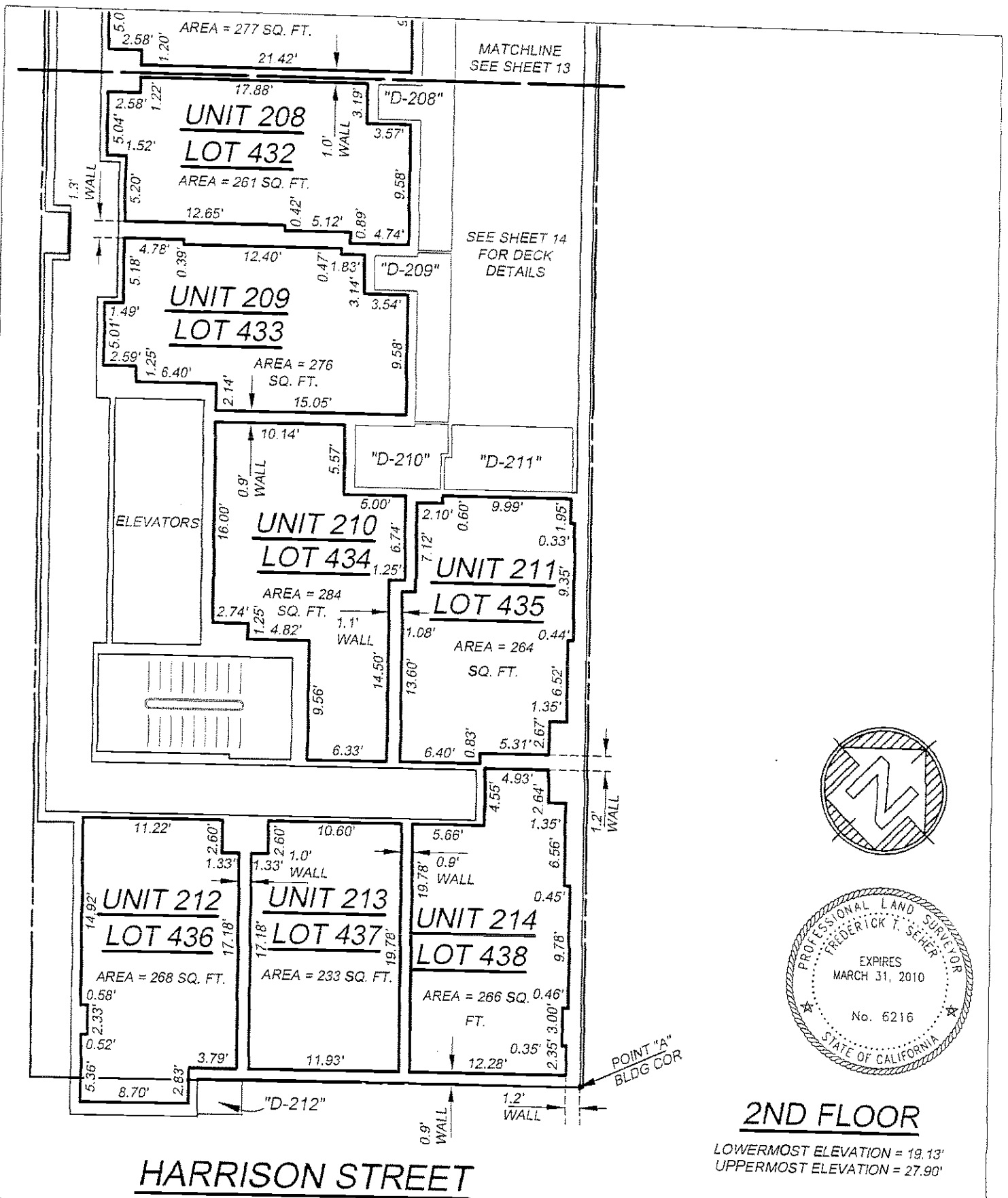


2ND FLOOR

LOWERMOST ELEVATION = 19.13'
UPPERMOST ELEVATION = 27.90'

HARRISON STREET

SURVEY: FTS		Frederick T. Seher & Associates, Inc. PROFESSIONAL LAND SURVEYORS 841 LOMBARD STREET, SAN FRANCISCO, CA PHONE (415) 921-7690 FAX (415) 921-7655	766 HARRISON STREET ASSESSOR'S BLOCK 3751, LOT 153 CONDOMINIUM PLANS
DRAWN: OG/HRF			
CHECKED: HRF			
JOB NO. 1025-06	DATED: AUGUST, 2008	SCALE: 1" = 20'	SHEET NO. 11 OF 55



SURVEY:
FTS

DRAWN:
OG/HRF

CHECKED:
HRF



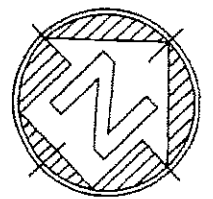
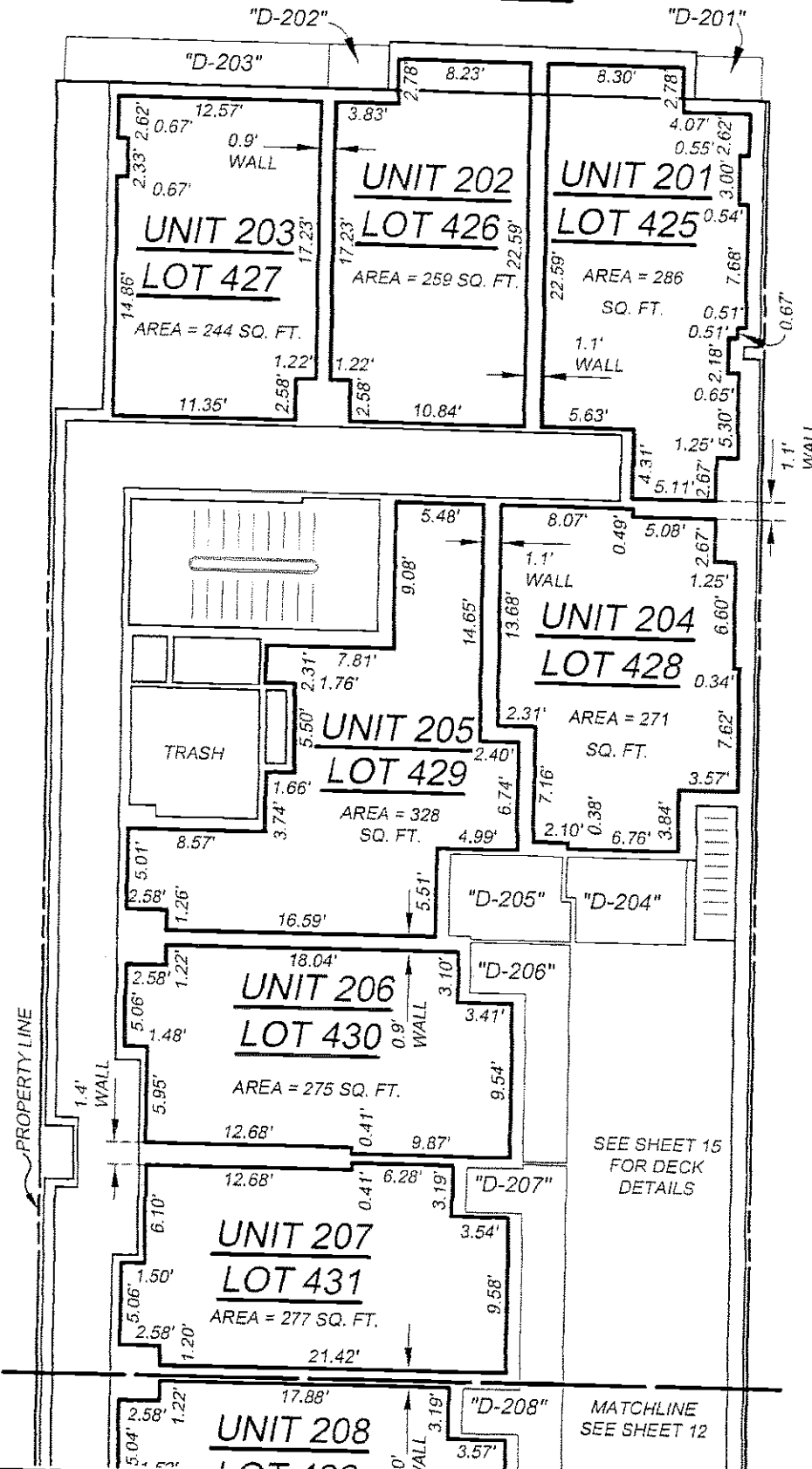
Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 10' SHEET NO. 12 OF 55

Order Date: 09-03-2010
Document not for resale
HomeWiseDocs

RIZAL STREET



2ND FLOOR

LOWERMOST ELEVATION = 19.13'
UPPERMOST ELEVATION = 27.90'

SURVEY: FTS
DRAWN: OG/HRF
CHECKED: HRF

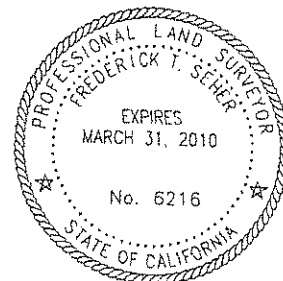
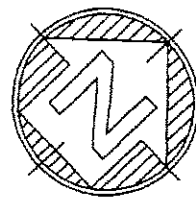
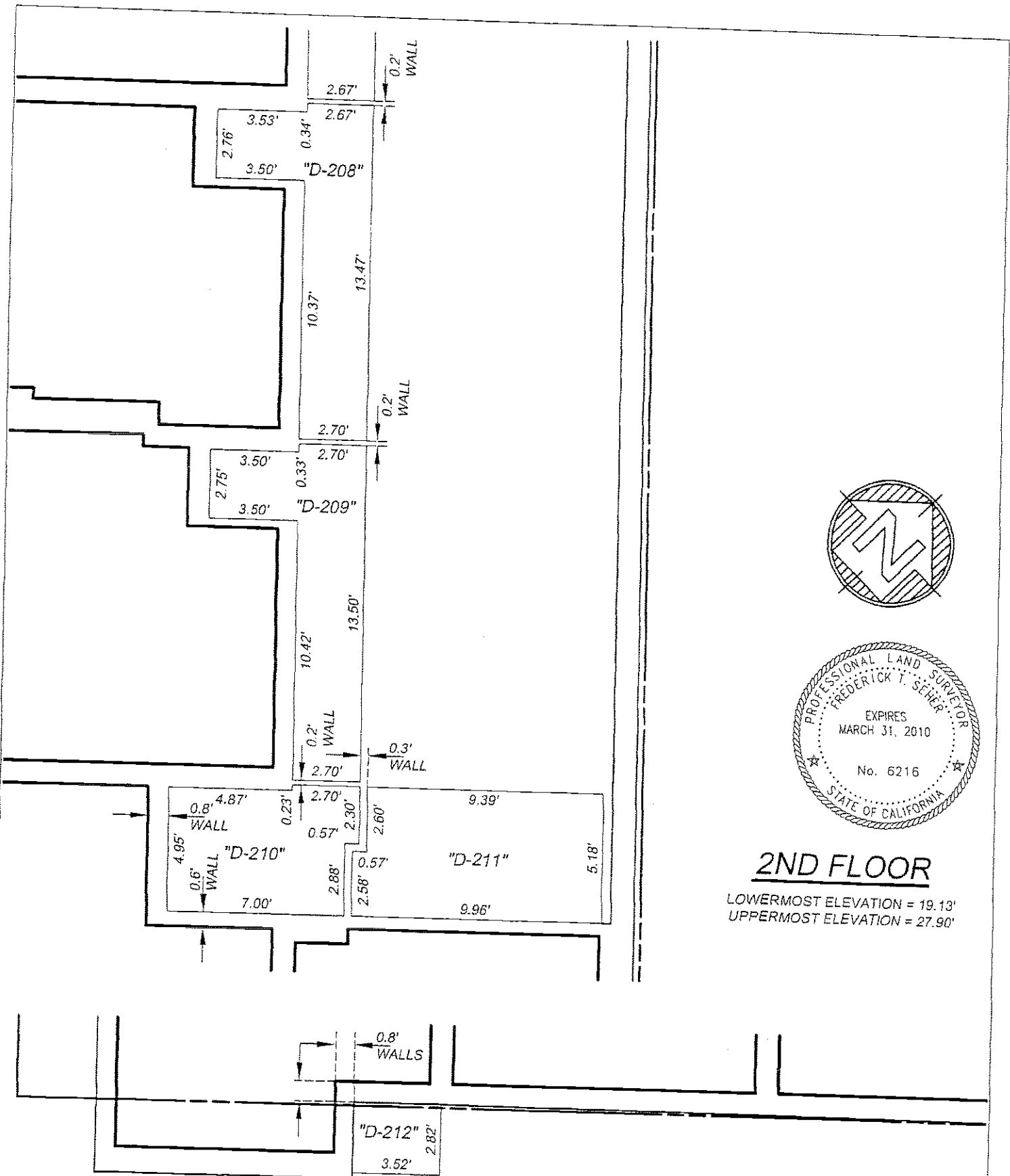


Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 10' SHEET NO. 13 OF 55

Document not for resale
HomeWiseDocs

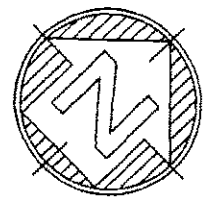
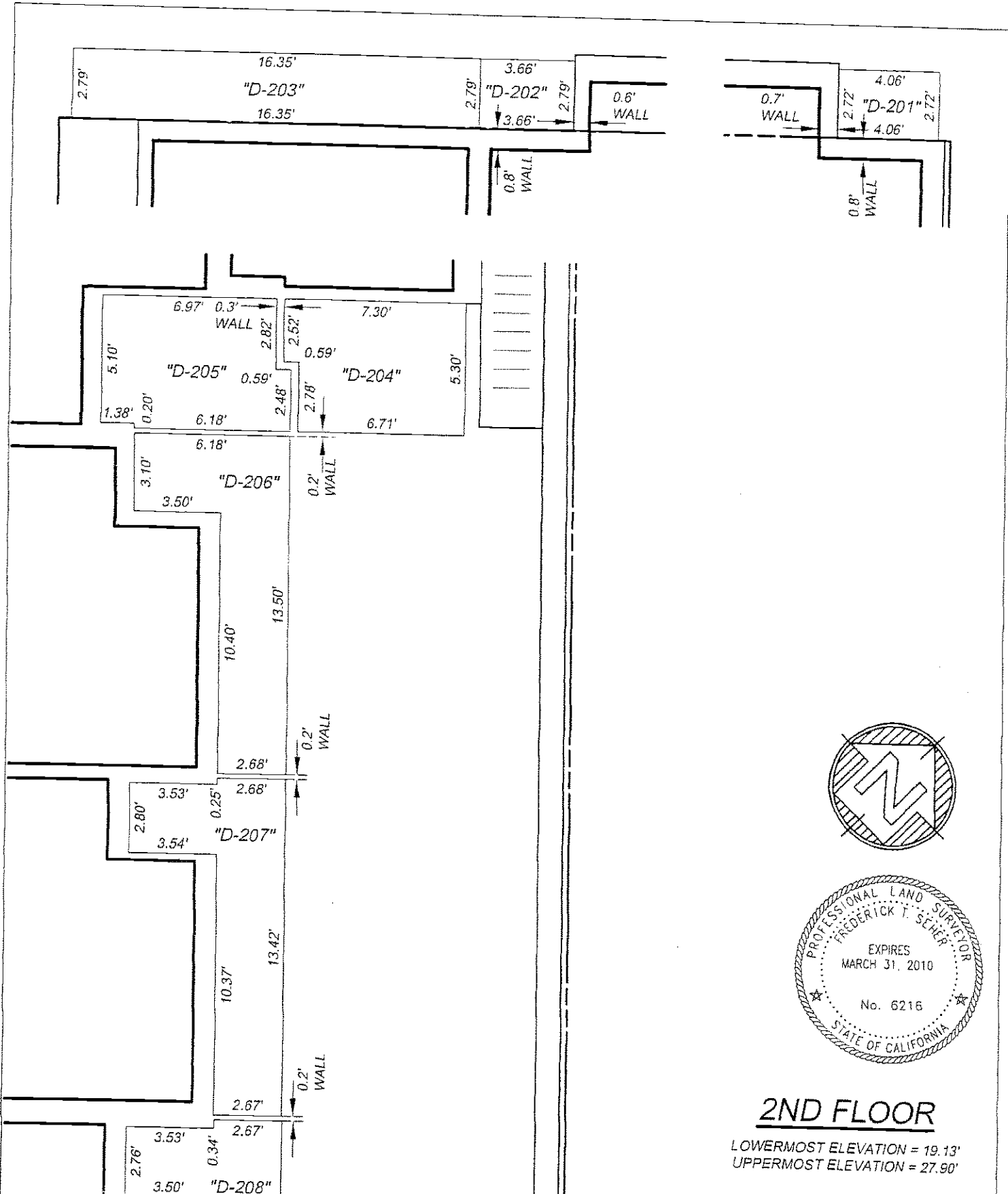


2ND FLOOR

LOWERMOST ELEVATION = 19.13'
UPPERMOST ELEVATION = 27.90'

SURVEY: FTS		Frederick T. Seher & Associates, Inc. PROFESSIONAL LAND SURVEYORS 841 LOMBARD STREET, SAN FRANCISCO, CA PHONE (415) 921-7690 FAX (415) 921-7655	766 HARRISON STREET ASSESSOR'S BLOCK 3751, LOT 153 CONDOMINIUM PLANS	
DRAWN: OG/HRF		JOB NO. 1025-06 DATED: AUGUST, 2008	SCALE: 1" = 5'	SHEET NO. 14 OF 55
CHECKED: HRF				

Order Date: 09-03-2019
 Document not for resale
 HomeWiseDocs



2ND FLOOR

LOWERMOST ELEVATION = 19.13'
UPPERMOST ELEVATION = 27.90'

SURVEY: FTS
DRAWN: OG/HRF
CHECKED: HRF

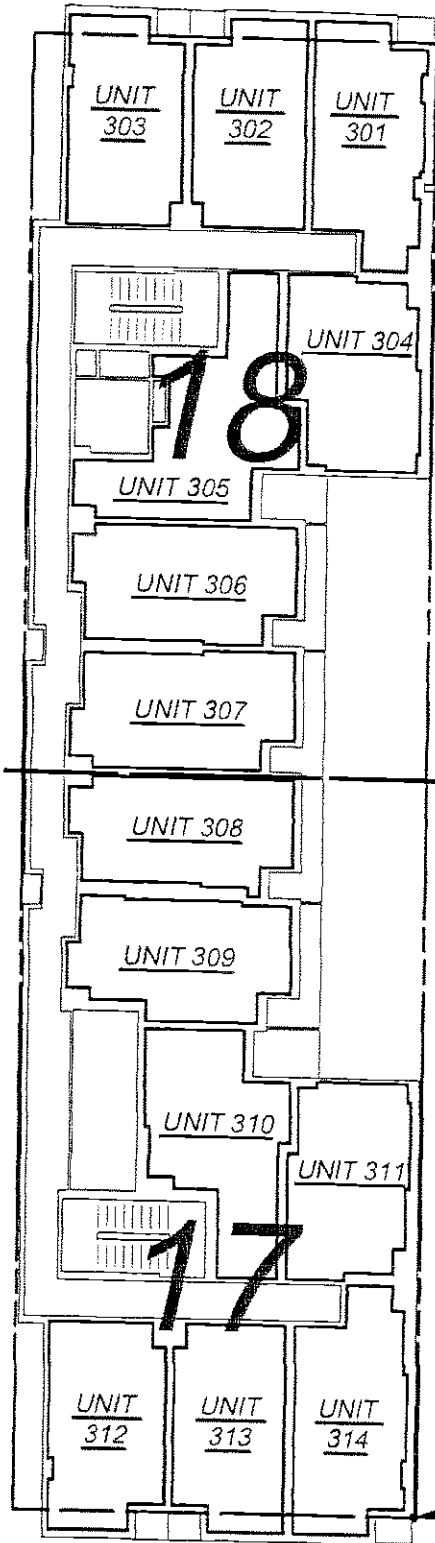


Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

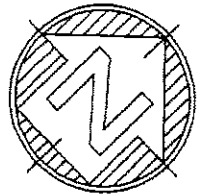
766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST 2008 SCALE: 1" = 5' SHEET NO. 15 OF 55

RIZAL STREET



SEE SHEET NO.
FOR APPROPRIATE
INFORMATION



3RD FLOOR

LOWERMOST ELEVATION = 28.79'
UPPERMOST ELEVATION = 37.52'

HARRISON STREET

SURVEY:
FTS

DRAWN:
OG/HRF

CHECKED:
HRF



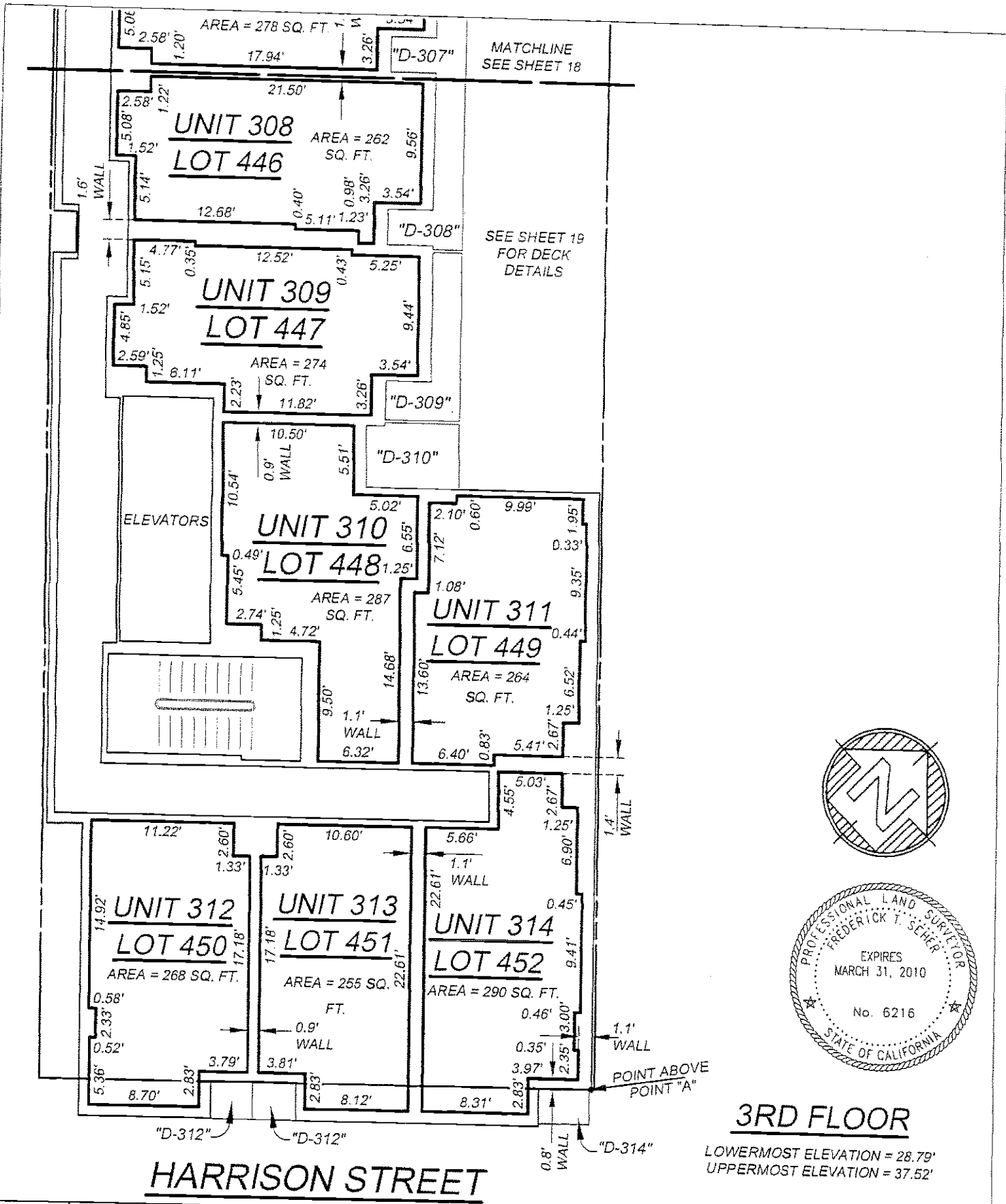
Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

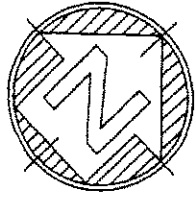
JOB NO. 1025-06 DATED: AUGUST, 2008

SCALE: 1" = 20'

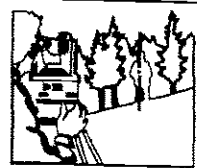
SHEET NO. 16 OF 55



3RD FLOOR
 LOWERMOST ELEVATION = 28.79'
 UPPERMOST ELEVATION = 37.52'



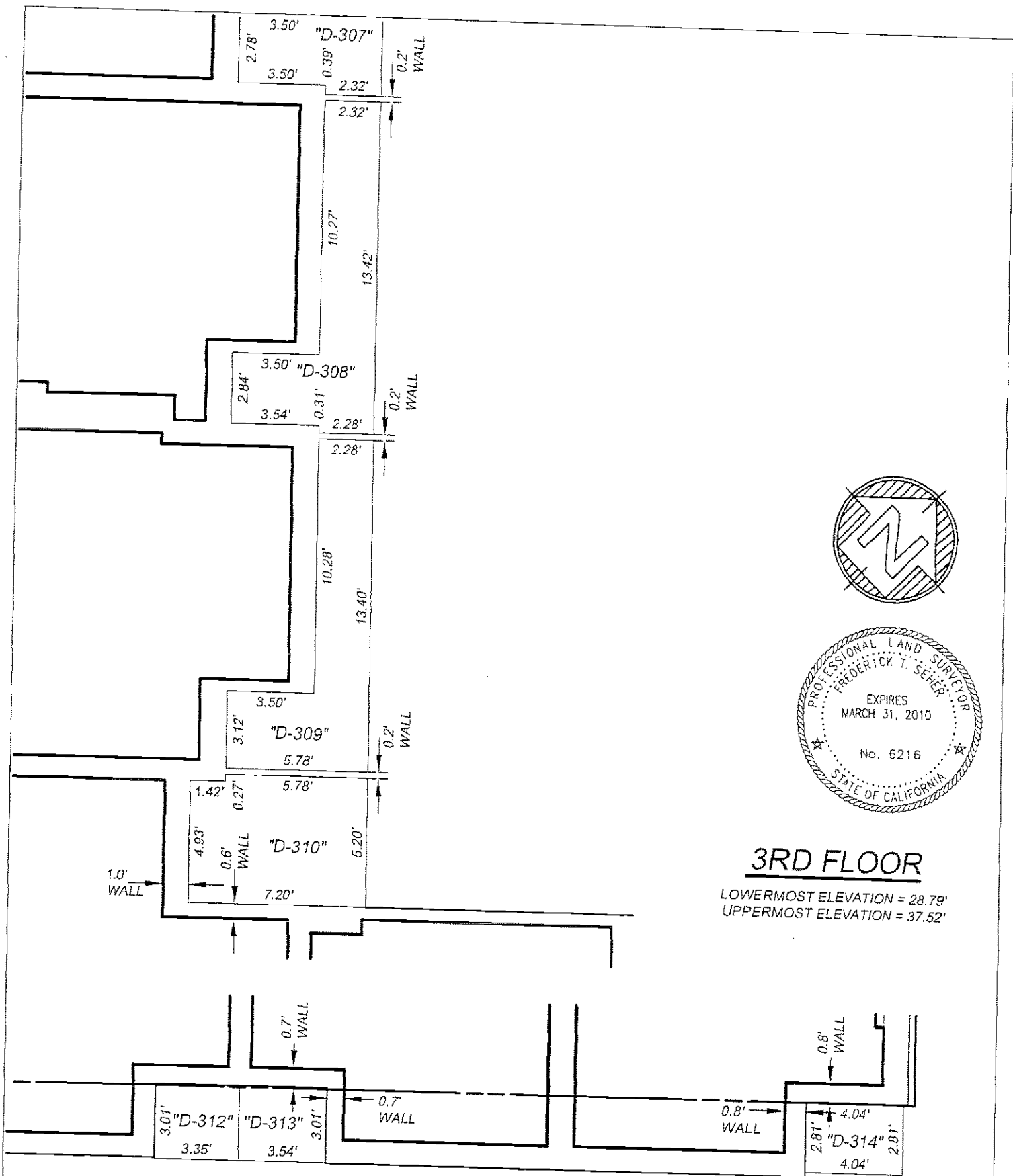
SURVEY: FTS
 DRAWN: OG/HRF
 CHECKED: HRF



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

766 HARRISON STREET
 ASSESSOR'S BLOCK 3751, LOT 153
 CONDOMINIUM PLANS

JDB NO. 1025-06 DATED AUGUST, 2003 - 2010 SCALE: 1" = 10' SHEET NO. 17 OF 55



3RD FLOOR

LOWERMOST ELEVATION = 28.79'
UPPERMOST ELEVATION = 37.52'

SURVEY: FTS
DRAWN: OG/HRF
CHECKED: HRF

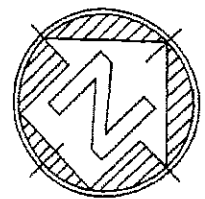
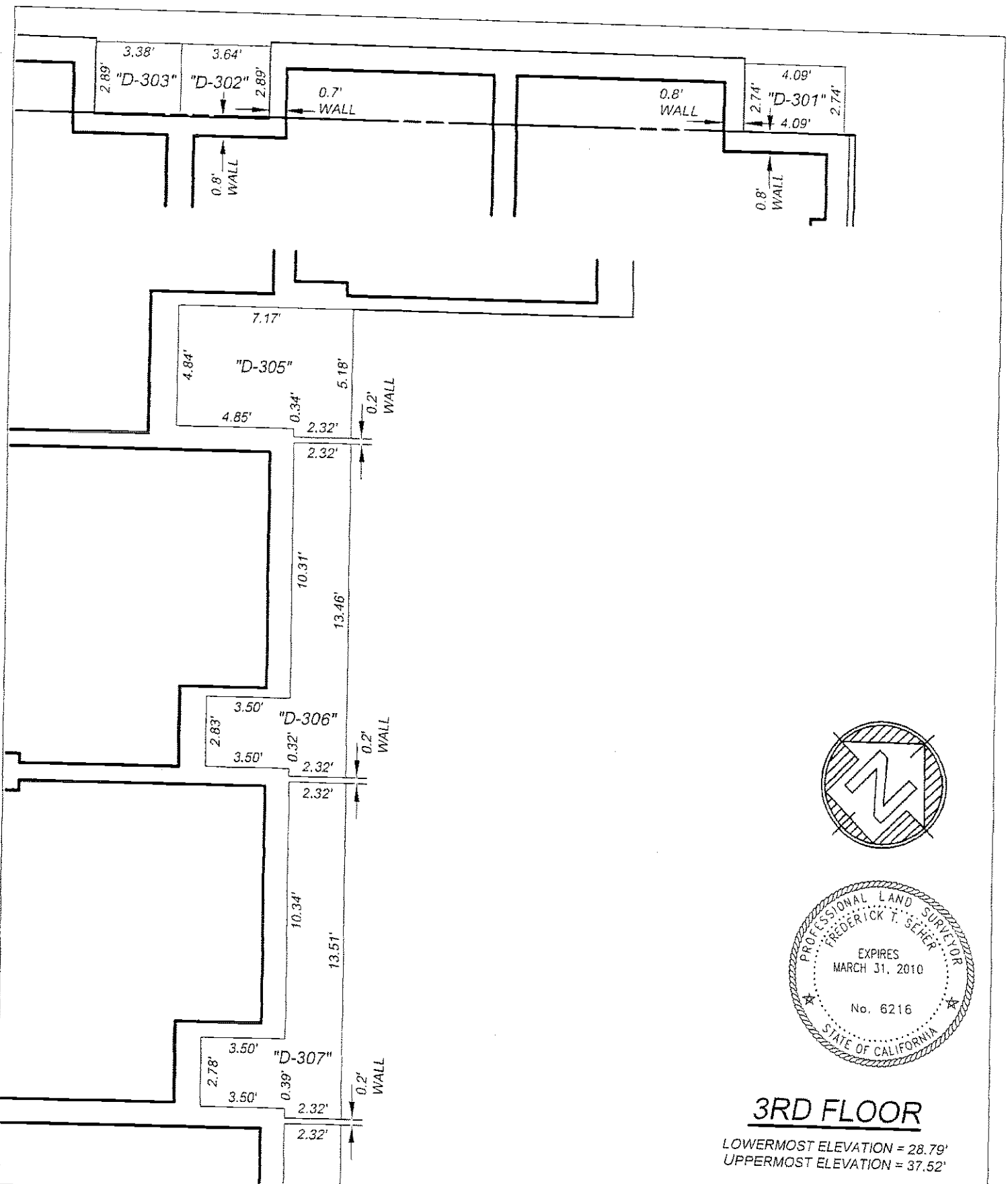


Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 5' SHEET NO. 19 OF 55

Order Date: 09-03-2019
Document not for resale
HomeWiseDocs



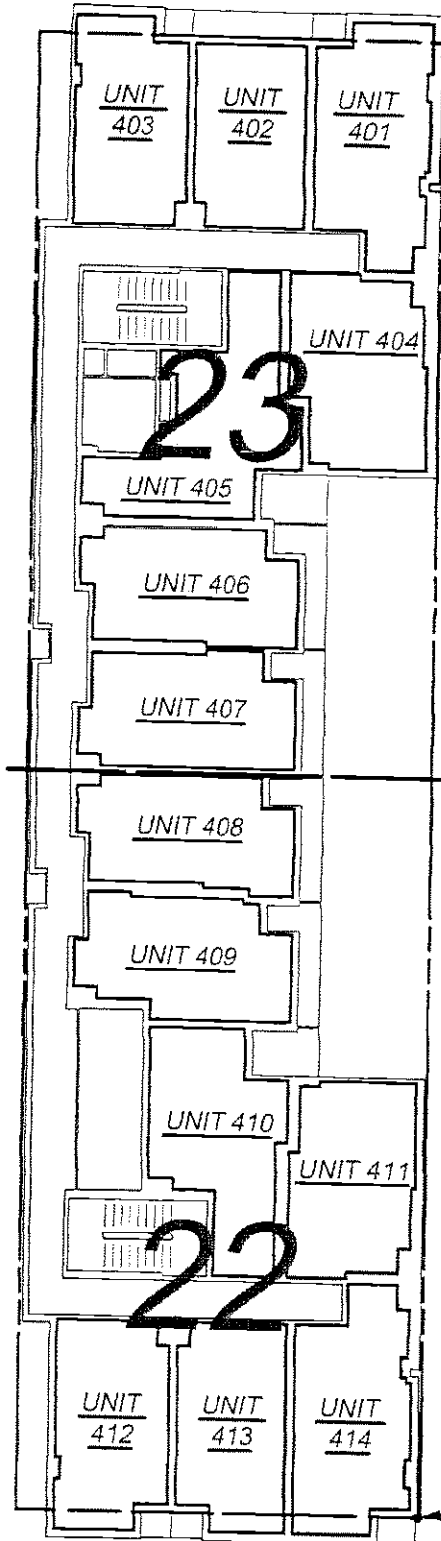
3RD FLOOR

LOWERMOST ELEVATION = 28.79'
UPPERMOST ELEVATION = 37.52'

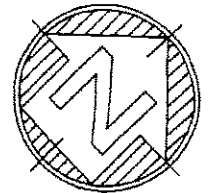
SURVEY: FTS		Frederick T. Seher & Associates, Inc.	766 HARRISON STREET
DRAWN: OG/HRF		PROFESSIONAL LAND SURVEYORS 841 LOMBARD STREET, SAN FRANCISCO, CA PHONE (415) 921-7690 FAX (415) 921-7855	ASSESSOR'S BLOCK 3751, LOT 153
CHECKED: HRF		JOB NO. 1025-06	CONDOMINIUM PLANS
		DATED: AUGUST, 2008	SCALE: 1" = 5'
		SHEET NO. 20 OF 55	

Order Date: 09-03-2019
Document not for resale
HomeWiseDocs

RIZAL STREET



SEE SHEET NO.
FOR APPROPRIATE
INFORMATION



4TH FLOOR

LOWERMOST ELEVATION = 38.48'
UPPERMOST ELEVATION = 47.24'

HARRISON STREET

SURVEY:
FTS

DRAWN:
OG/HRF

CHECKED:
HRF



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

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

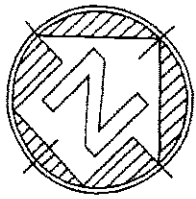
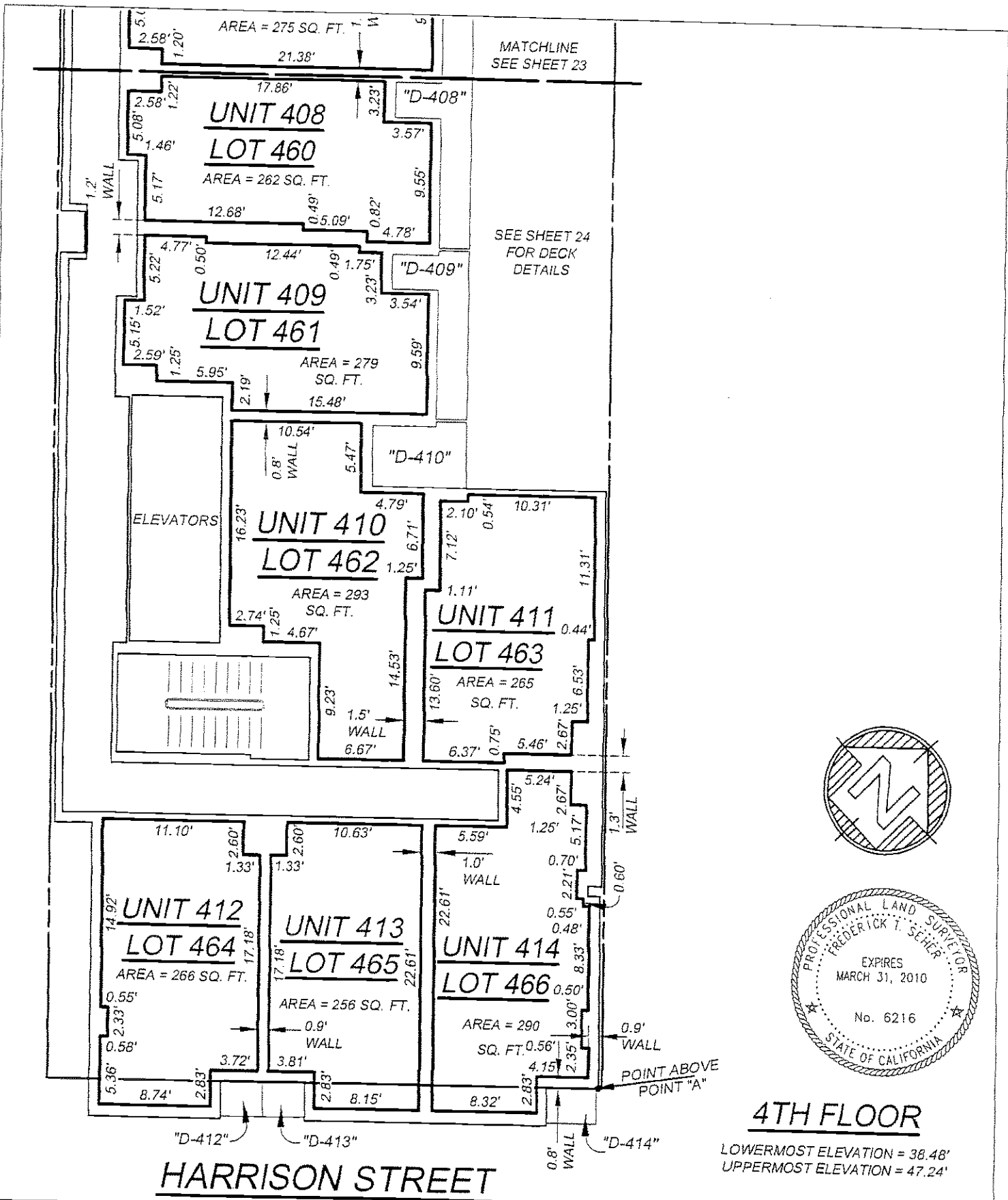
JOB NO. 1025-06

DATED: AUGUST, 2008

SCALE: 1" = 20'

SHEET NO. 21 OF 55

Order Date: 09-03-2019
Document not for resale
HomeWiseDocs



SURVEY: FTS
DRAWN: OG/HRF
CHECKED: HRF

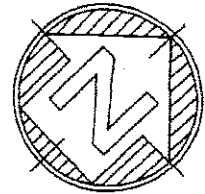
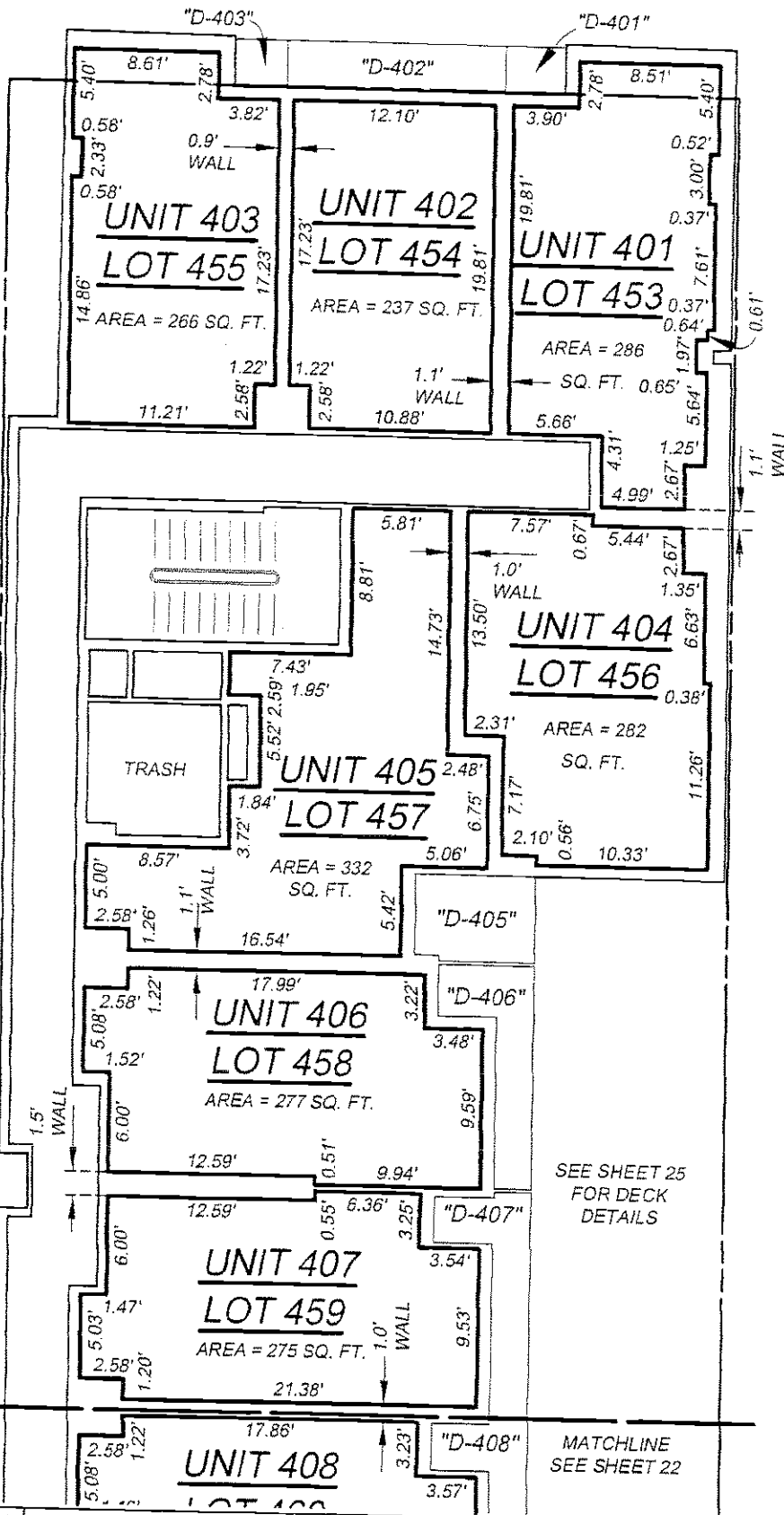


Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7890 FAX (415) 921-7655

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 10' SHEET NO. 22 OF 55

RIZAL STREET



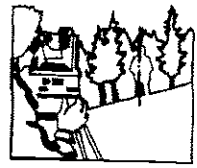
4TH FLOOR

LOWERMOST ELEVATION = 38.48'
UPPERMOST ELEVATION = 47.24'

SEE SHEET 25 FOR DECK DETAILS

MATCHLINE SEE SHEET 22

SURVEY: FTS
DRAWN: OG/HRF
CHECKED: HRF

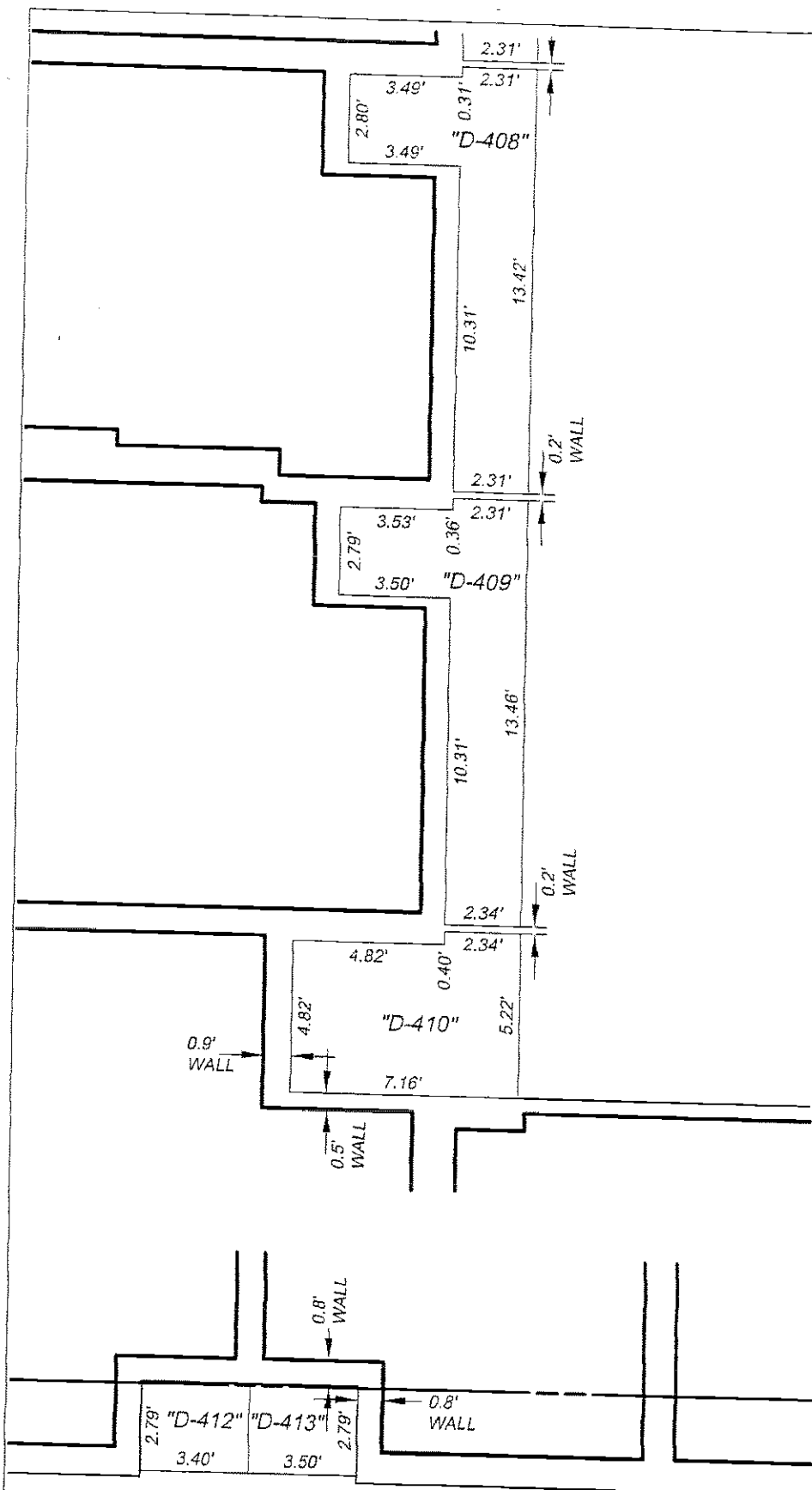


Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

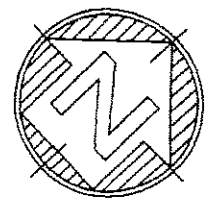
JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 10' SHEET NO. 23 OF 55

Order Date: 09-03-2019
Document not for resale
HomeWiseDocs



4TH FLOOR

LOWERMOST ELEVATION = 38.48'
UPPERMOST ELEVATION = 47.24'



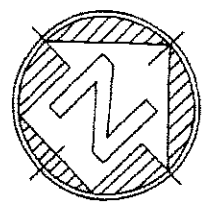
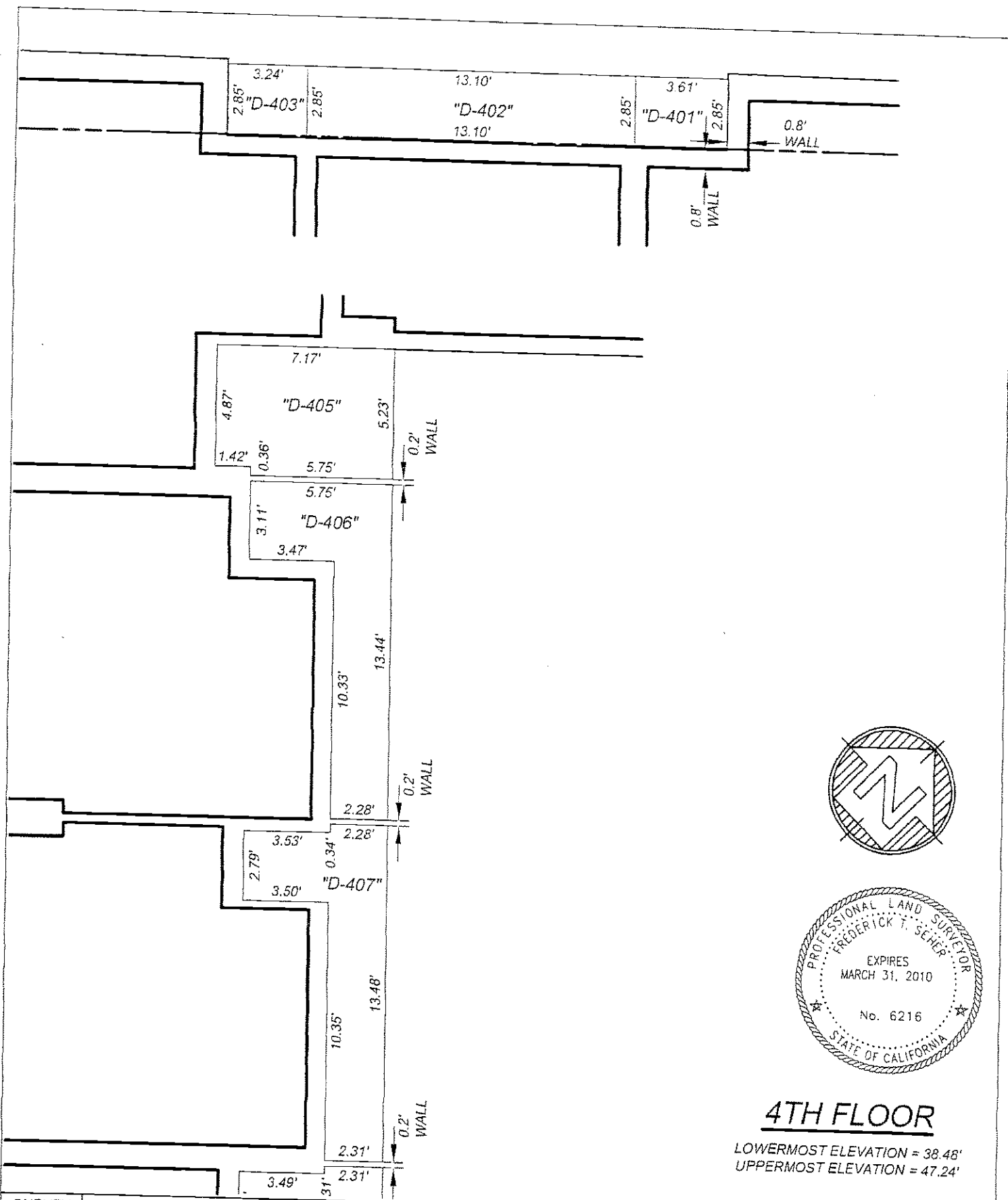
SURVEY: FTS
DRAWN: OG/HRF
CHECKED: HRF



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

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

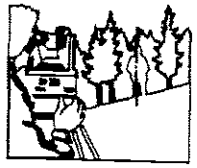
JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 5' SHEET NO. 24 OF 55



4TH FLOOR

LOWERMOST ELEVATION = 38.48'
UPPERMOST ELEVATION = 47.24'

SURVEY: FTS
DRAWN: OG/HRF
CHECKED: HRF



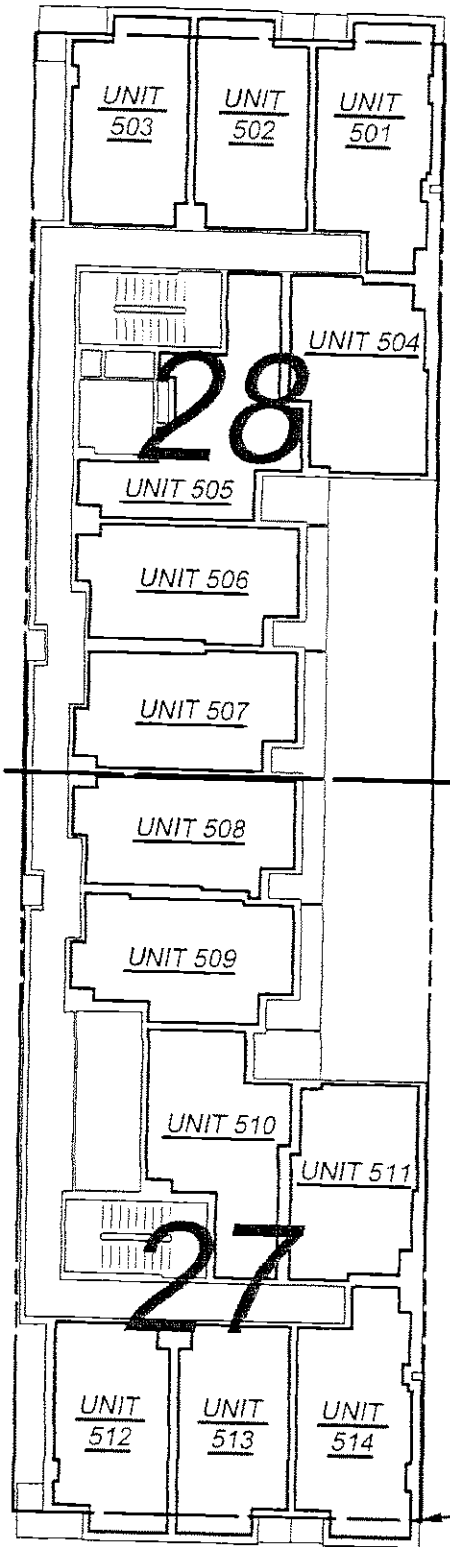
Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

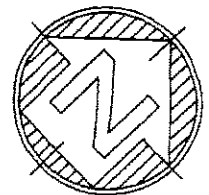
JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 5' SHEET NO. 25 OF 55

Order Date: 09-03-2019
Document not for resale
HomeWiseDocs

RIZAL STREET



SEE SHEET NO.
FOR APPROPRIATE
INFORMATION



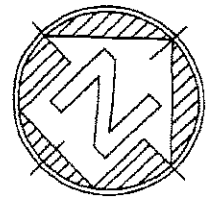
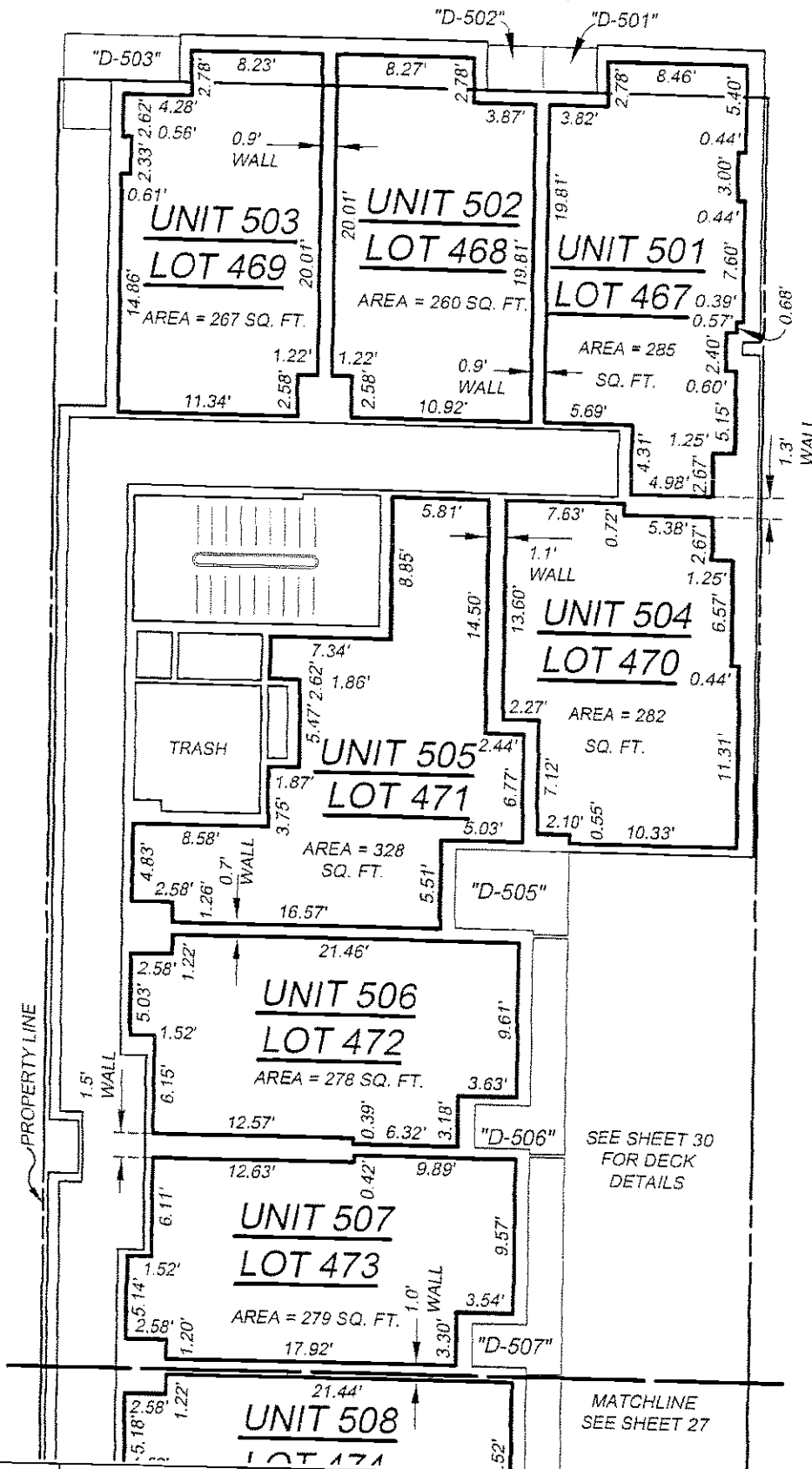
5TH FLOOR

LOWERMOST ELEVATION = 48.14'
UPPERMOST ELEVATION = 56.89'

HARRISON STREET

SURVEY: FTS		Frederick T. Seher & Associates, Inc. PROFESSIONAL LAND SURVEYORS 841 LOMBARD STREET, SAN FRANCISCO, CA PHONE (415) 921-7690 FAX (415) 921-7655	766 HARRISON STREET ASSESSOR'S BLOCK 3751, LOT 153 CONDOMINIUM PLANS	
DRAWN: OG/HRF		JOB NO. 1025-06 DATED: AUGUST, 2008	SCALE: 1" = 20'	SHEET NO. 26 OF 55
CHECKED: HRF		Order Date: 09-03-2019 Document not for resale HomeWiseDocs		

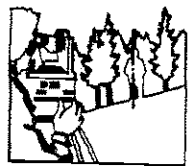
RIZAL STREET



5TH FLOOR

LOWERMOST ELEVATION = 48.14'
 UPPERMOST ELEVATION = 56.89'

SURVEY: FTS
 DRAWN: OG/HRF
 CHECKED: HRF

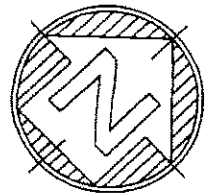
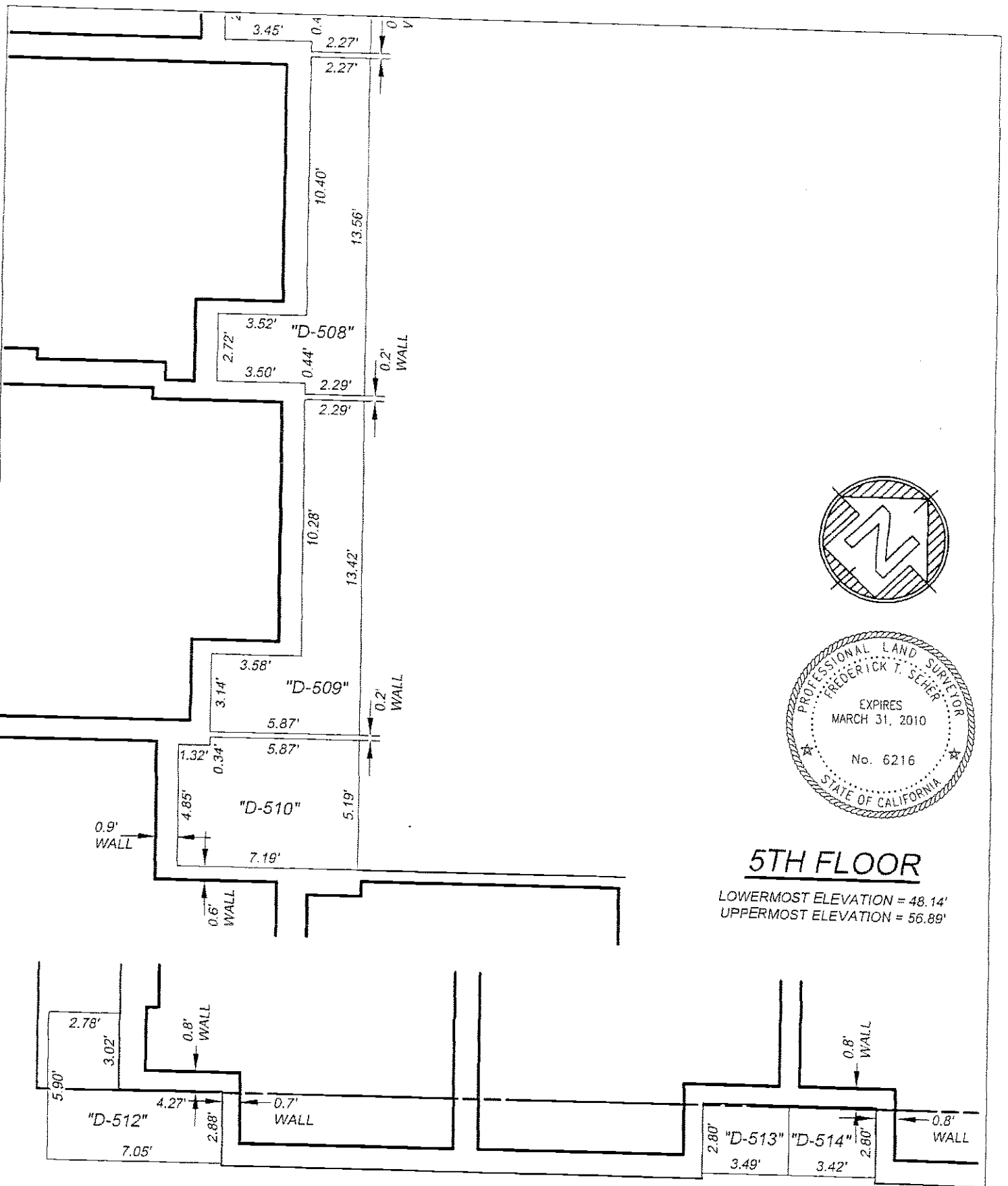


Frederick T. Seher & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 841 LOMBARD STREET, SAN FRANCISCO, CA
 PHONE (415) 921-7690 FAX (415) 921-7655

766 HARRISON STREET
 ASSESSOR'S BLOCK 3751, LOT 153
 CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 10' SHEET NO. 28 OF 55

Order Date: 09-03-2019
 Document not for resale
 HomeWiseDocs



5TH FLOOR

LOWERMOST ELEVATION = 48.14'
UPPERMOST ELEVATION = 56.89'

SURVEY: FTS
DRAWN: OG/HRF
CHECKED: HRF



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

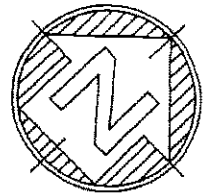
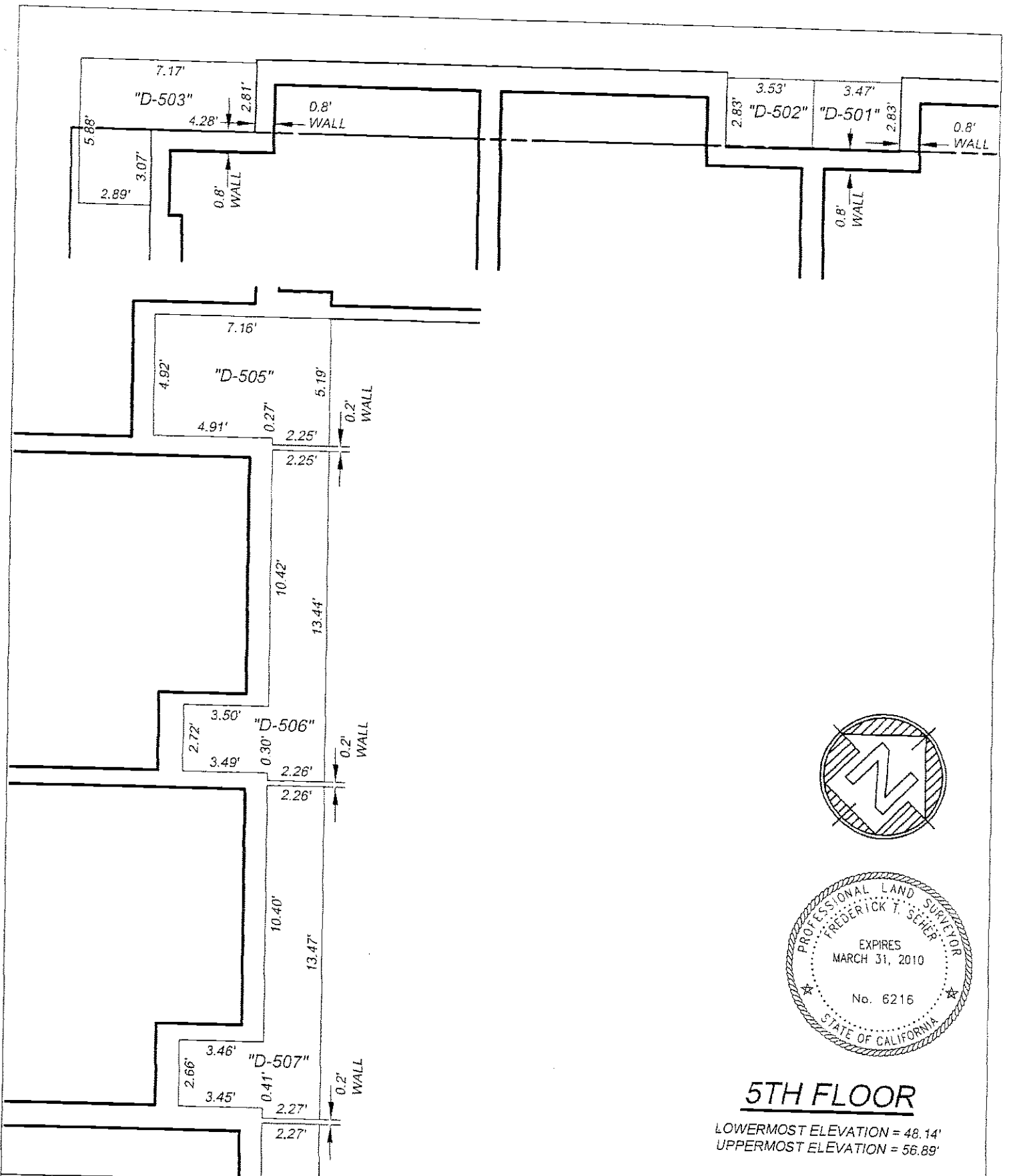
JOB NO. 1025-06

DATED: AUGUST, 2008

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

SCALE: 1" = 5'

SHEET NO. 29 OF 55



5TH FLOOR

LOWERMOST ELEVATION = 48.14'
UPPERMOST ELEVATION = 56.89'

SURVEY:
FTS
DRAWN:
OG/HRF
CHECKED:
HRF



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

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06

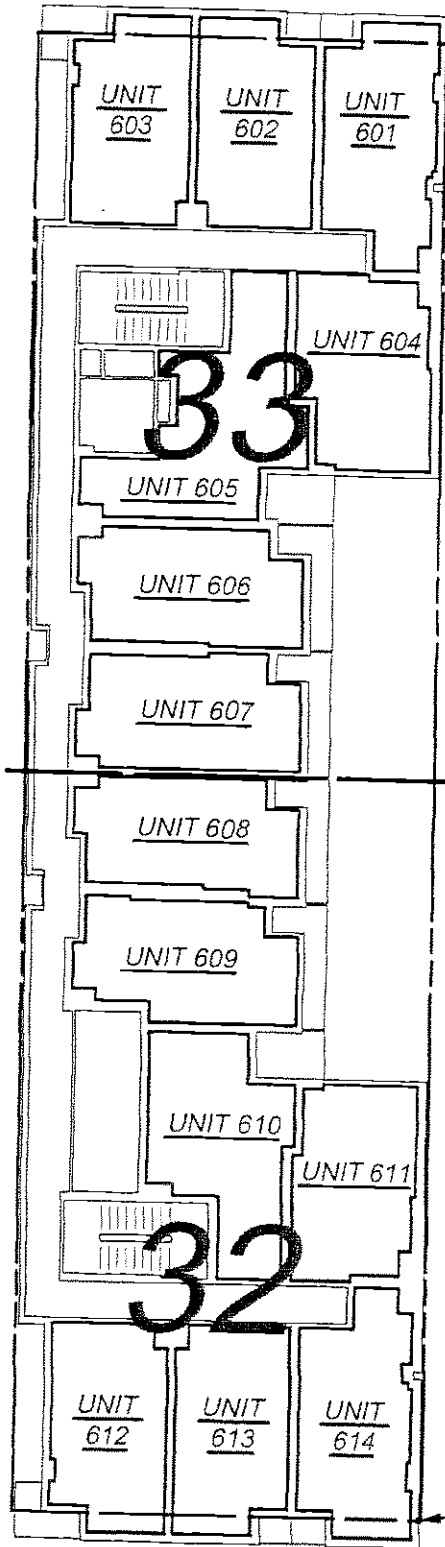
DATED: AUGUST, 2008

SCALE: 1" = 5'

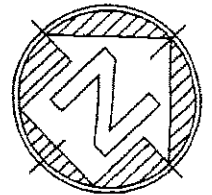
SHEET NO. 30 OF 55

Order Date: 09-03-2019
Document not for resale
HomeWiseDocs

RIZAL STREET



SEE SHEET NO.
FOR APPROPRIATE
INFORMATION

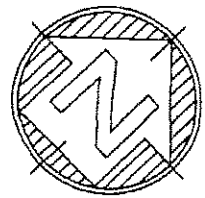
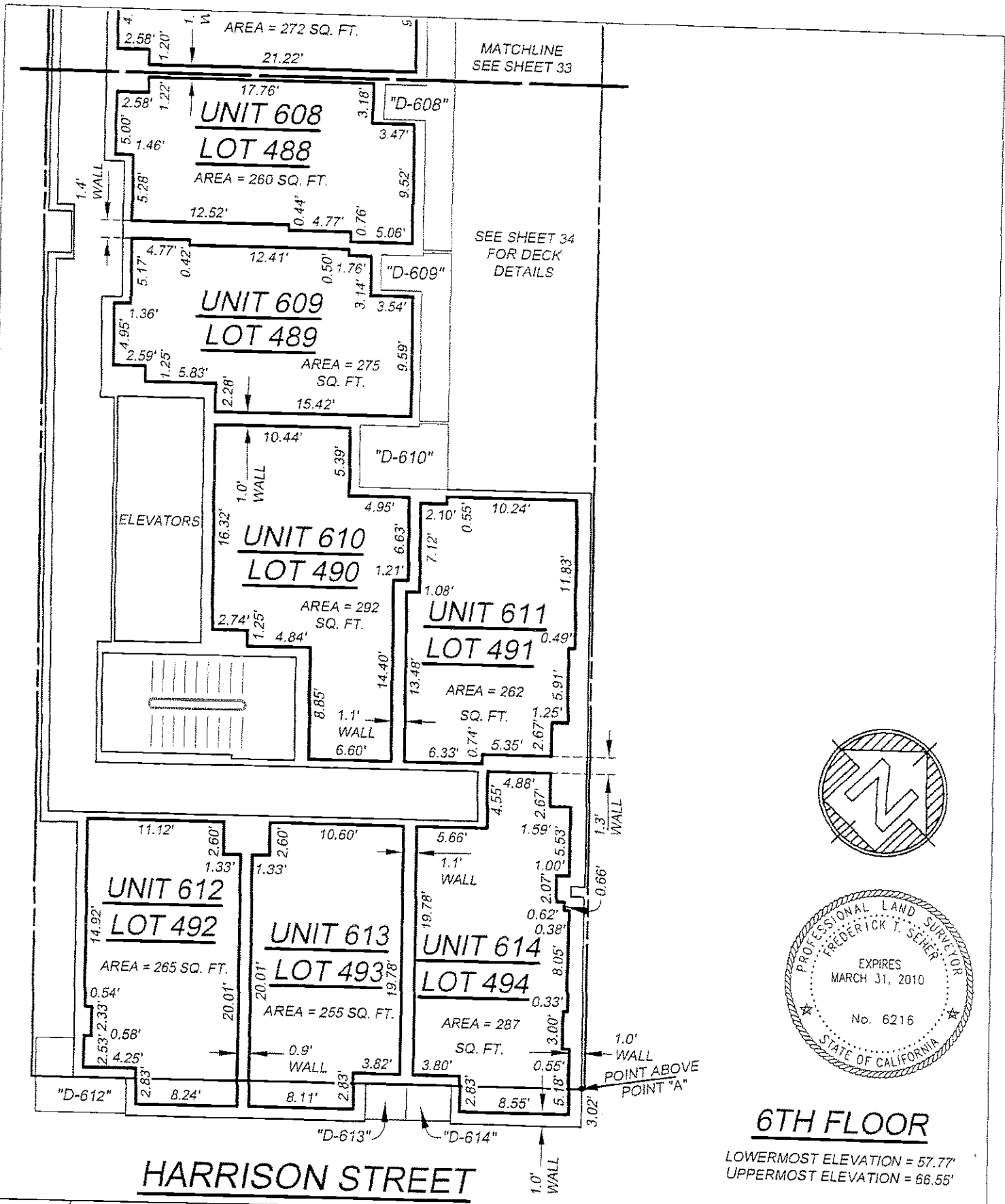


6TH FLOOR

LOWERMOST ELEVATION = 57.77'
UPPERMOST ELEVATION = 66.55'

HARRISON STREET

SURVEY: FTS		Frederick T. Seher & Associates, Inc. PROFESSIONAL LAND SURVEYORS 841 LOMBARD STREET, SAN FRANCISCO, CA PHONE (415) 921-7690 FAX (415) 921-7655	766 HARRISON STREET ASSESSOR'S BLOCK 3751, LOT 153 CONDOMINIUM PLANS
DRAWN: OG/HRF		JOB NO. 1025-06 DATED: AUGUST, 2008	
CHECKED: HRF		SHEET NO. 31 OF 55	



SURVEY:
FTS

DRAWN:
OG/HRF

CHECKED:
HRF



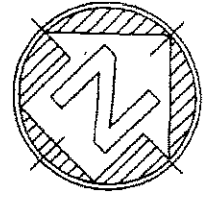
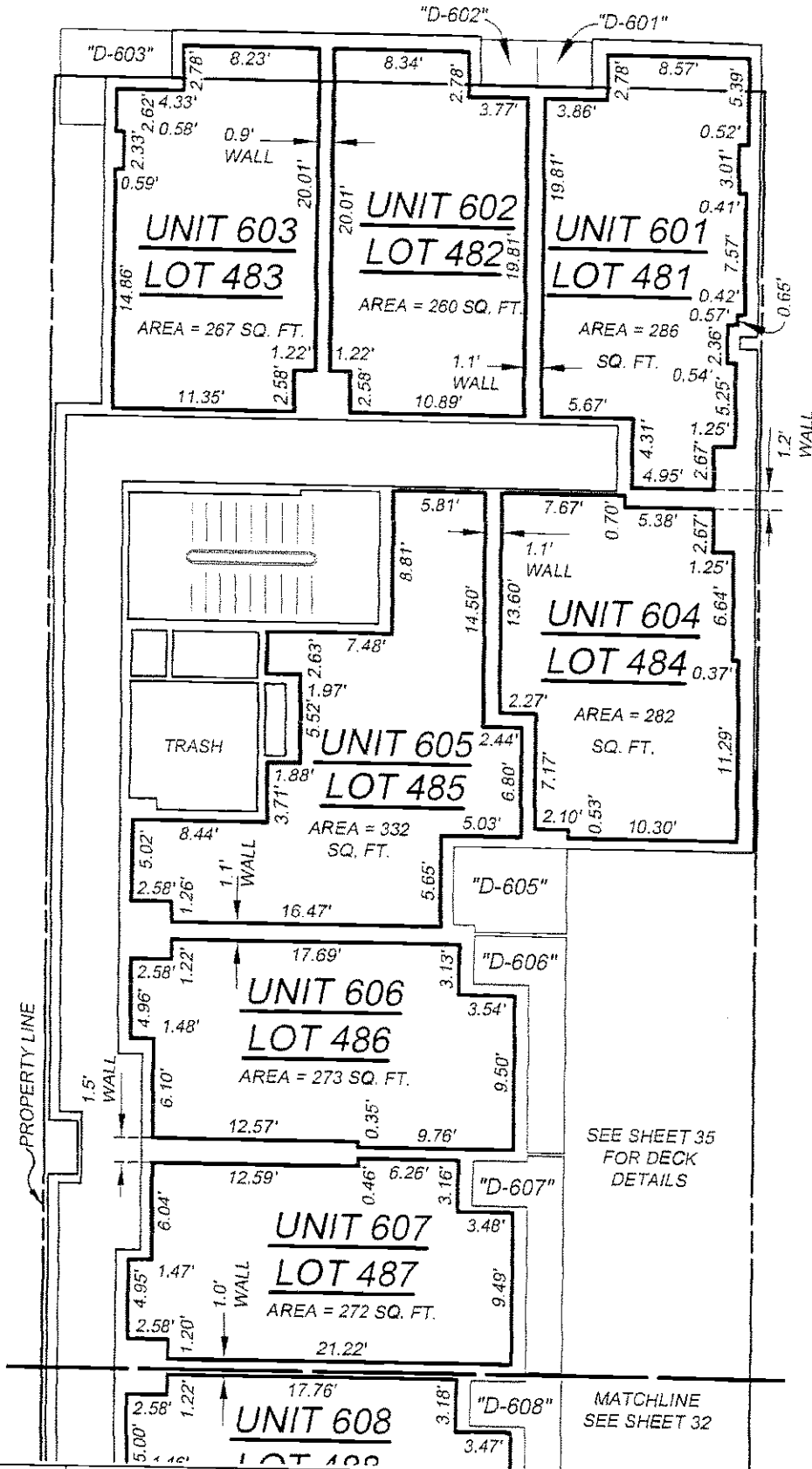
Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 10' SHEET NO. 32 OF 55

Order Date: 09-03-2019
Document not for resale
HomeWiseDocs

RIZAL STREET



6TH FLOOR

LOWERMOST ELEVATION = 57.77'
UPPERMOST ELEVATION = 66.55'

SEE SHEET 35
FOR DECK
DETAILS

MATCHLINE
SEE SHEET 32

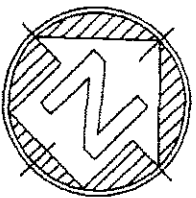
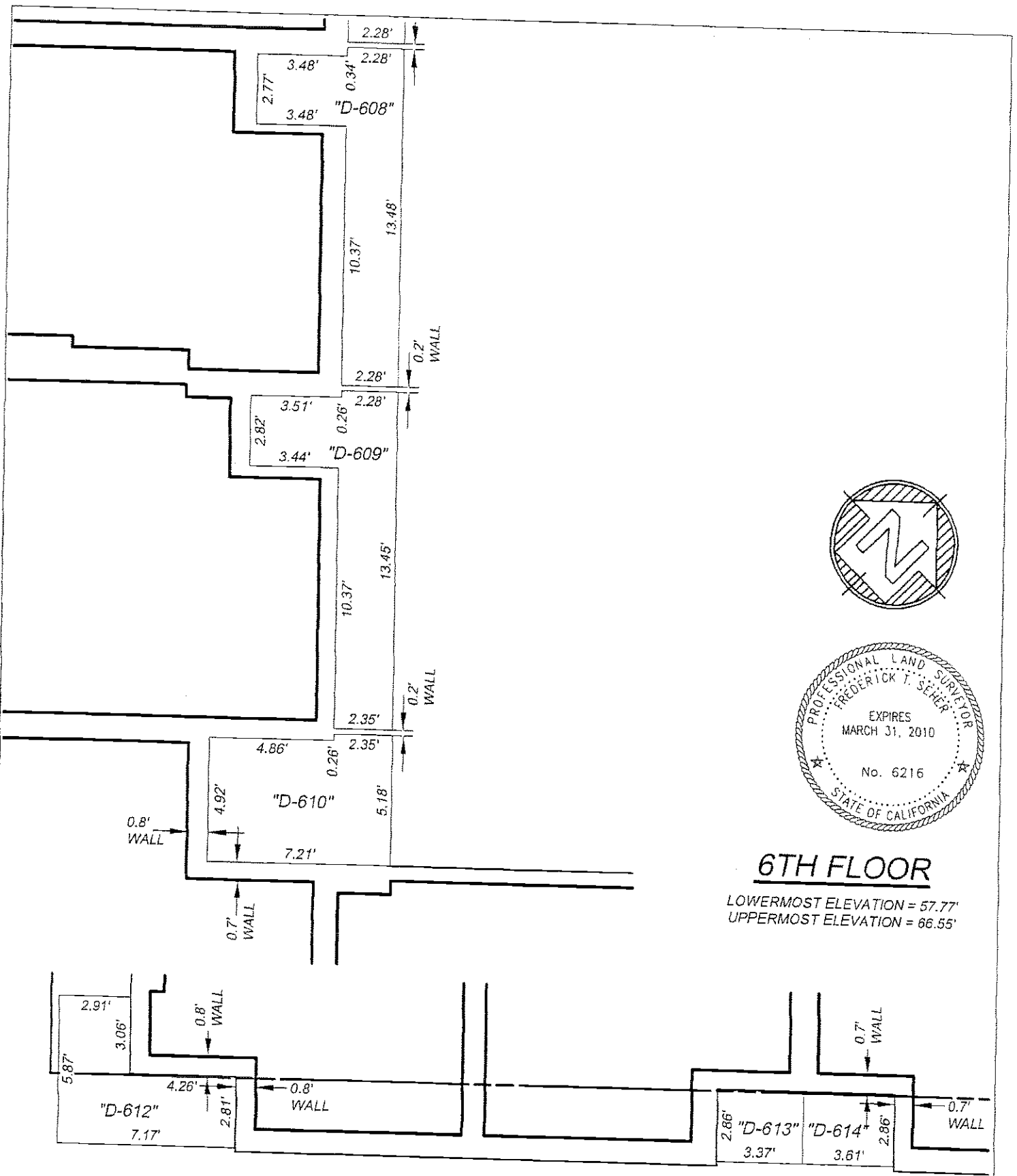
SURVEY:
FTS
DRAWN:
OG/HRF
CHECKED:
HRF



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

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 10' SHEET NO. 33 OF 55



6TH FLOOR

LOWERMOST ELEVATION = 57.77'
UPPERMOST ELEVATION = 66.55'

SURVEY:
FTS
DRAWN:
OG/HRF
CHECKED:
HRF

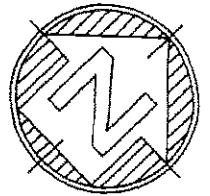
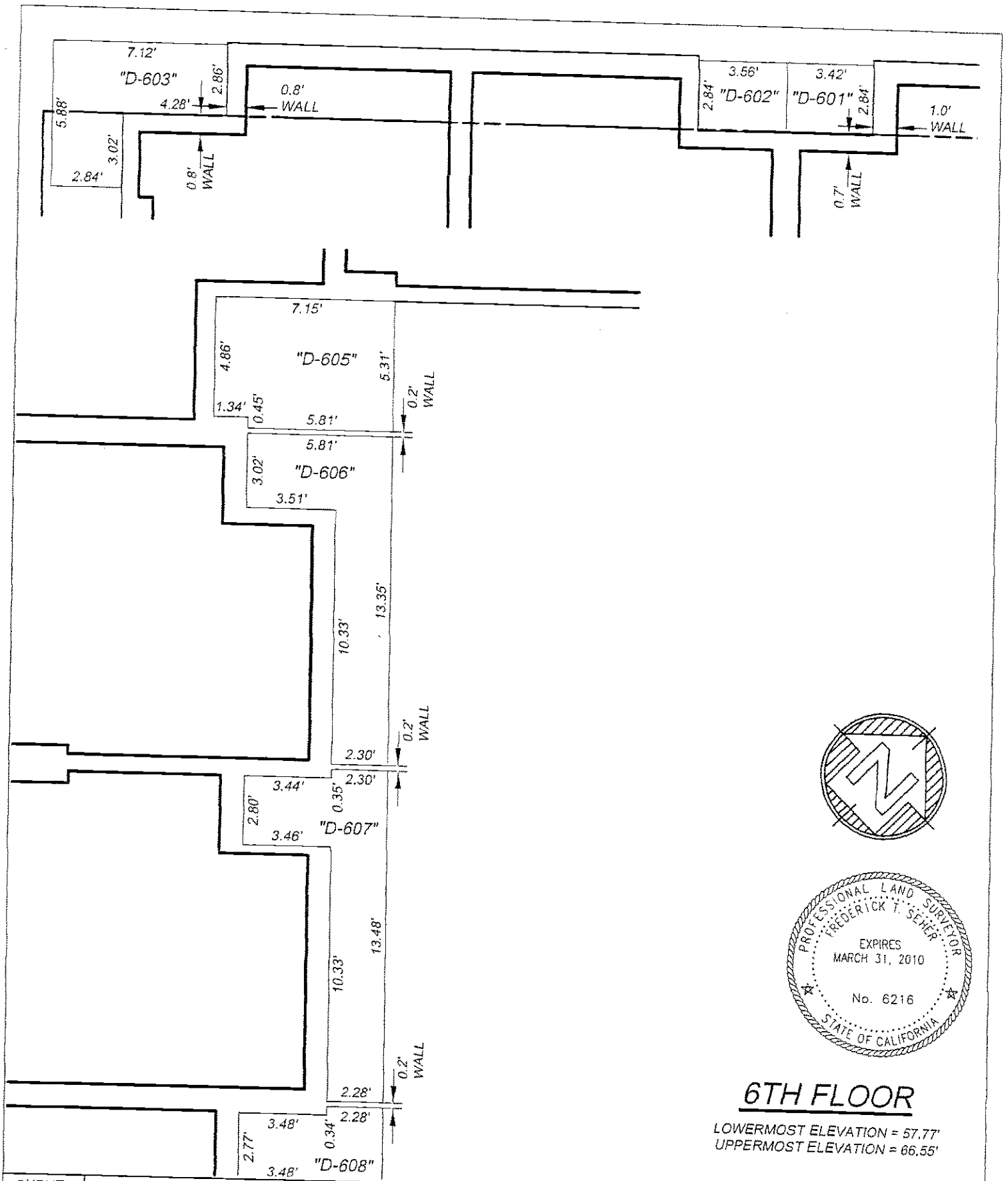


Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 5' SHEET NO. 34 OF 55

Order Date: 09-03-2009
Document not for resale
HomeWiseDocs



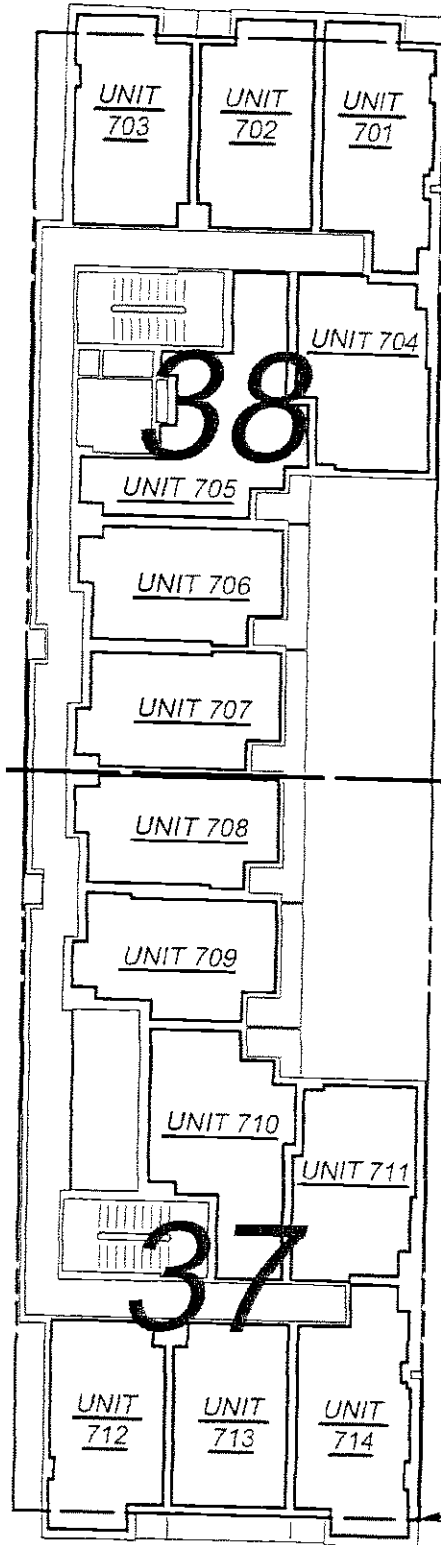
6TH FLOOR

LOWERMOST ELEVATION = 57.77
UPPERMOST ELEVATION = 66.55'

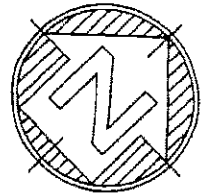
SURVEY: FTS		Frederick T. Seher & Associates, Inc. PROFESSIONAL LAND SURVEYORS	766 HARRISON STREET ASSESSOR'S BLOCK 3751, LOT 153
DRAWN: OG/HRF		841 LOMBARD STREET, SAN FRANCISCO, CA PHONE (415) 921-7690 FAX (415) 921-7655	CONDOMINIUM PLANS
CHECKED: HRF		JOB NO. 1025-06	DATED: AUGUST, 2008
		SCALE: 1" = 5'	SHEET NO. 35 OF 55

Order Date: 09-03-2019
Document not for resale
HomeWiseDocs

RIZAL STREET



SEE SHEET NO.
FOR APPROPRIATE
INFORMATION



7TH FLOOR

LOWERMOST ELEVATION = 67.51'
UPPERMOST ELEVATION = 76.24'

HARRISON STREET

SURVEY:
FTS
DRAWN:
OG/HRF
CHECKED:
HRF



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

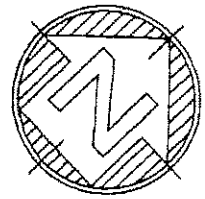
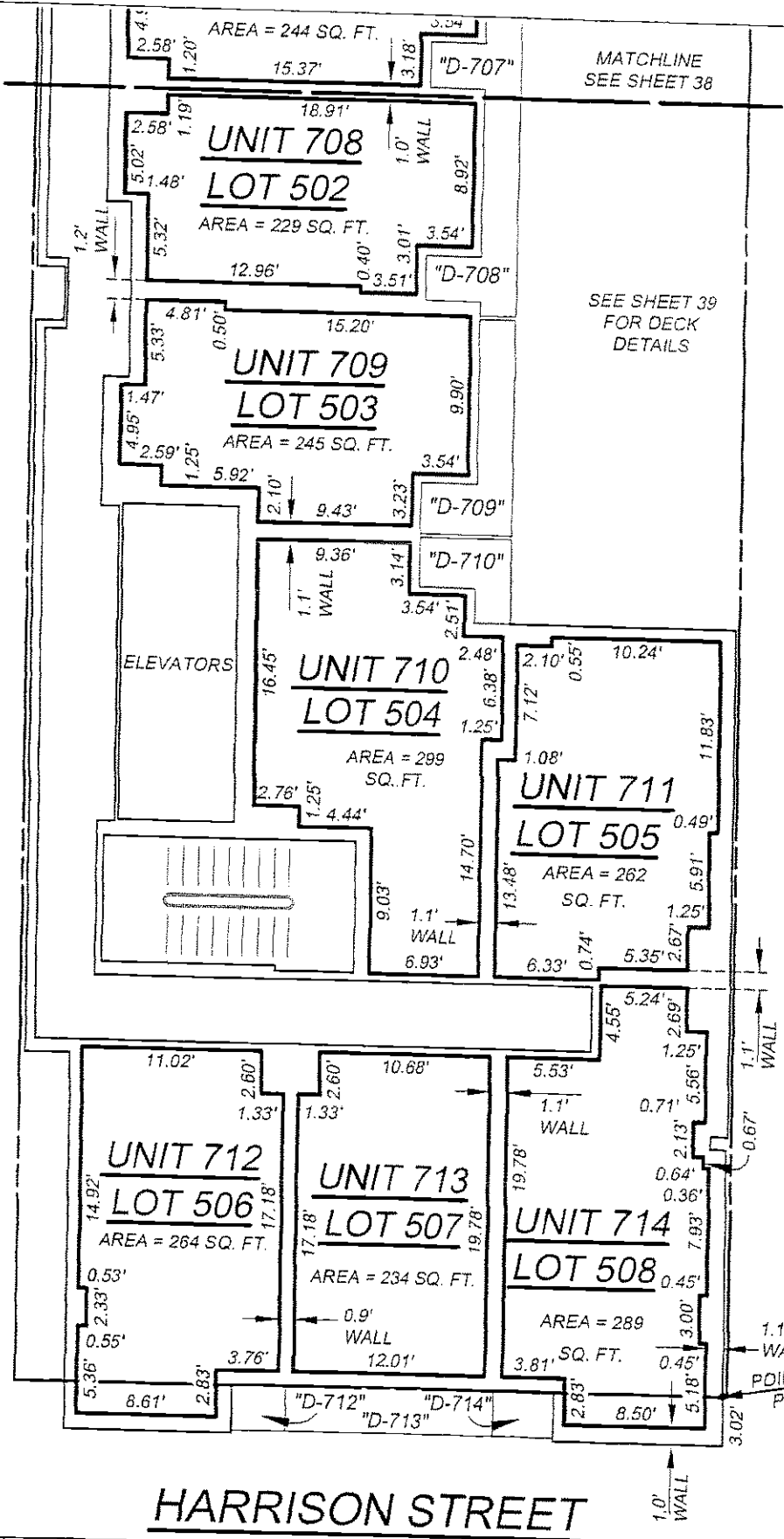
JOB NO. 1025-06

DATED: AUGUST, 2008

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

SCALE: 1" = 20'

SHEET NO. 36 OF 55



7TH FLOOR

LOWERMOST ELEVATION = 67.51'
UPPERMOST ELEVATION = 76.24'

HARRISON STREET

SURVEY: FTS
DRAWN: OG/HRF
CHECKED: HRF

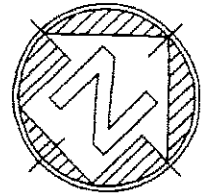
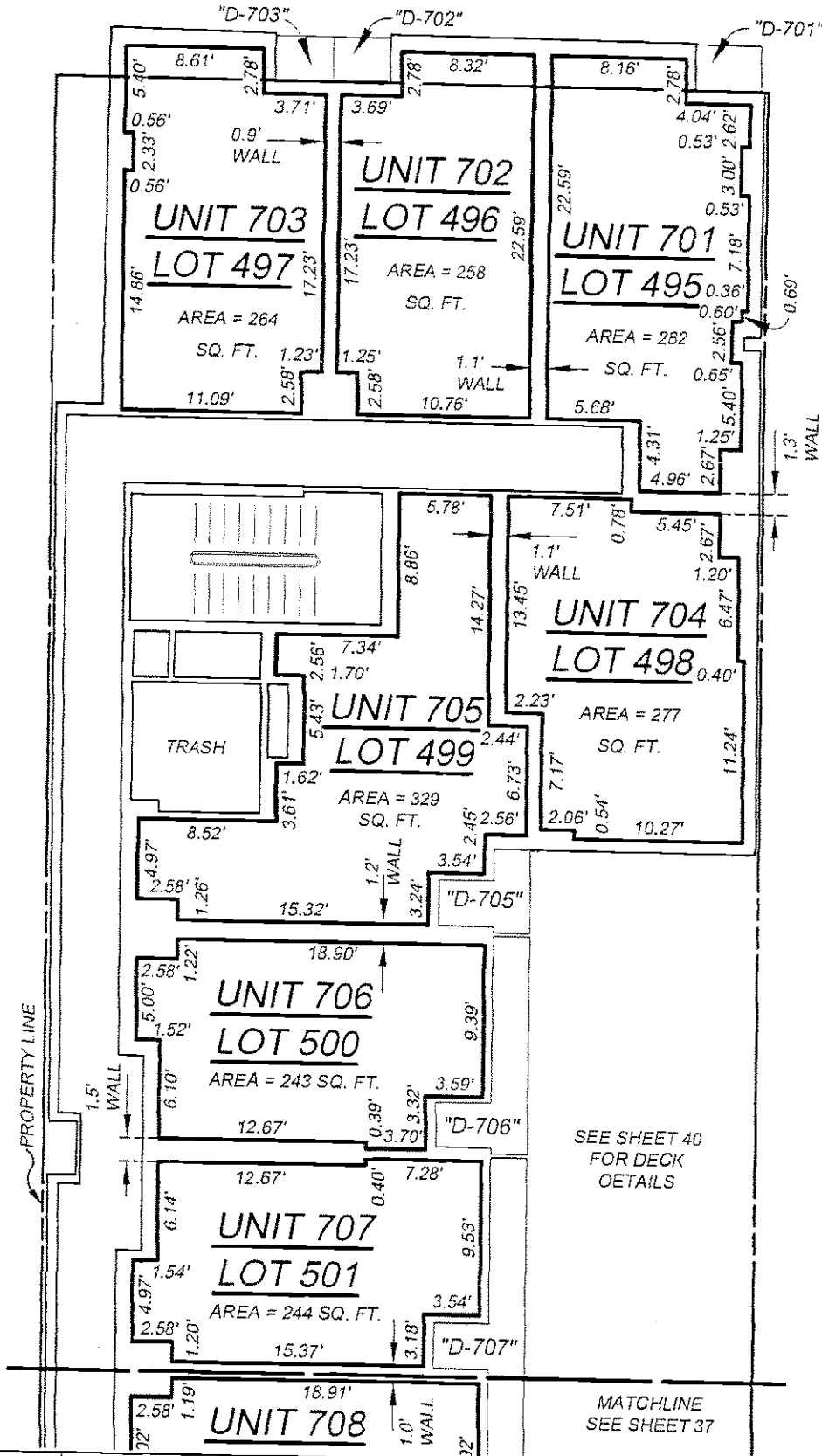


Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 10' SHEET NO. 37 OF 55

RIZAL STREET



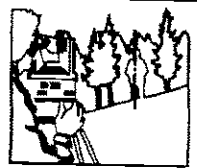
7TH FLOOR

LOWERMOST ELEVATION = 67.51'
UPPERMOST ELEVATION = 76.24'

SEE SHEET 40
FOR DECK
DETAILS

MATCHLINE
SEE SHEET 37

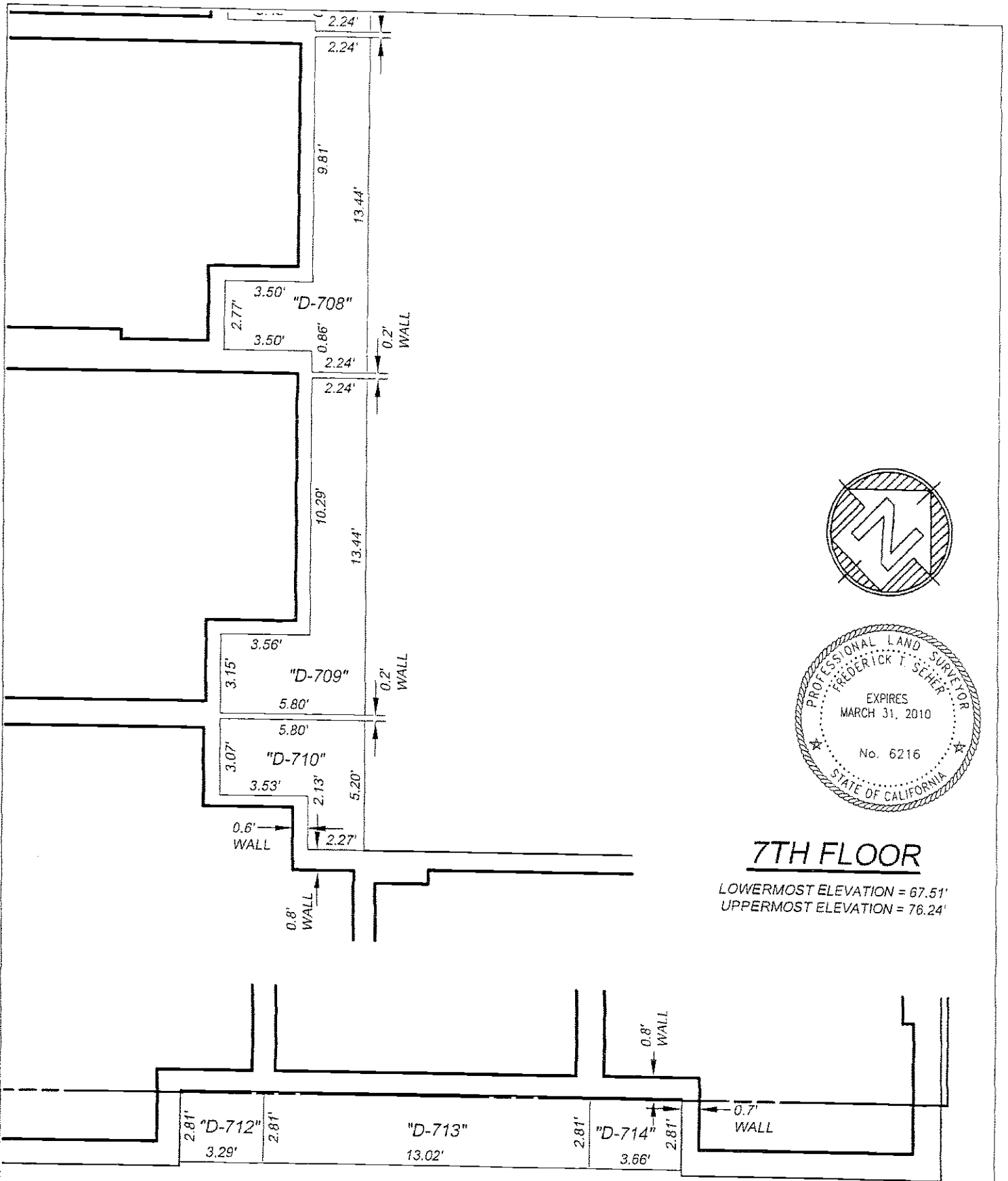
SURVEY:
FTS
DRAWN:
OG/HRF
CHECKED:
HRF



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

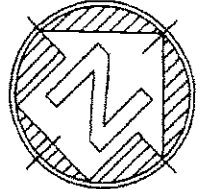
766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 10' SHEET NO. 38 OF 55

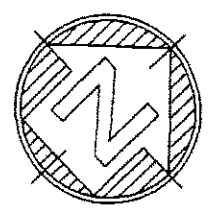
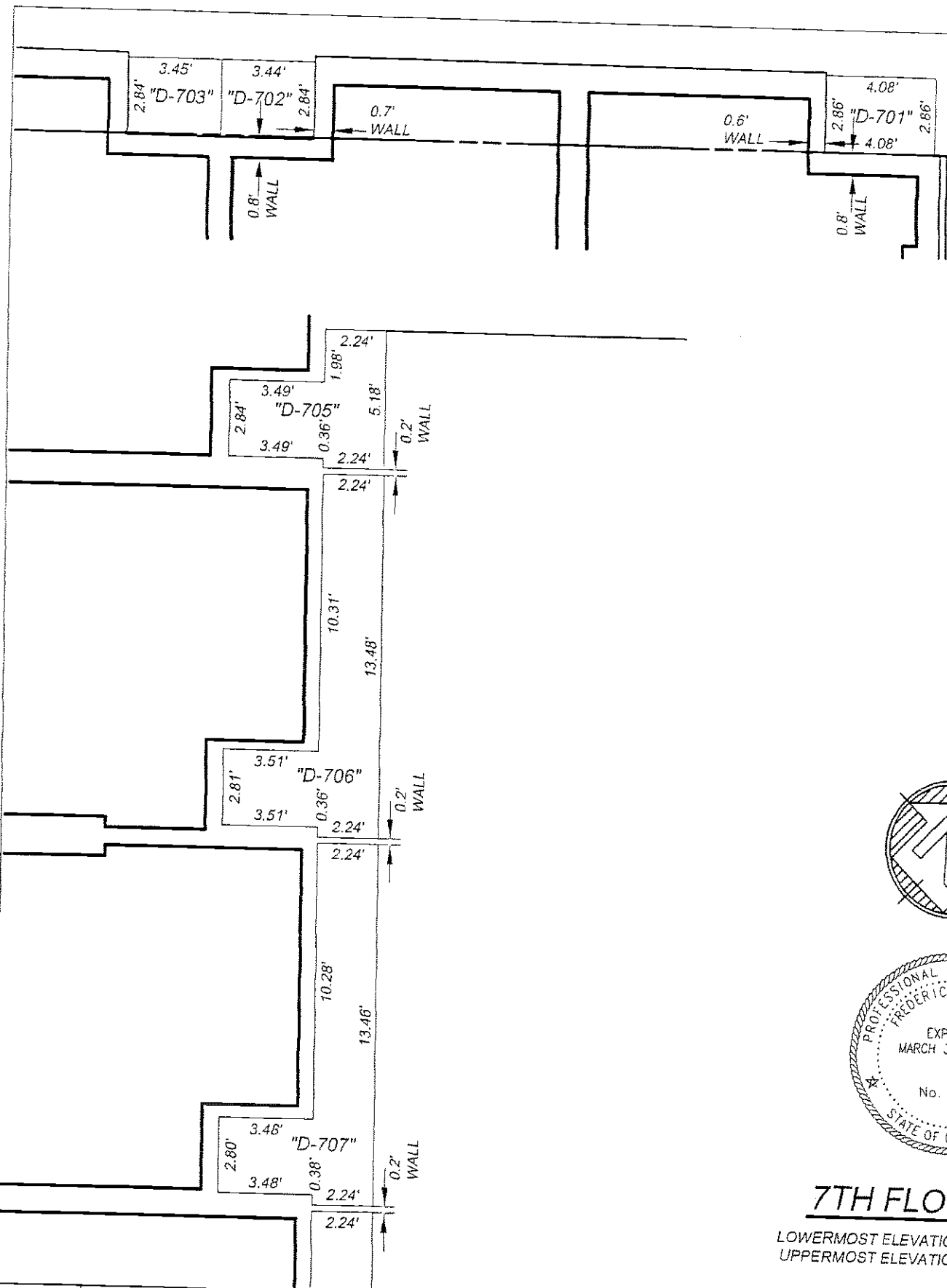


7TH FLOOR

LOWERMOST ELEVATION = 67.51'
UPPERMOST ELEVATION = 76.24'



SURVEY: FTS		Frederick T. Seher & Associates, Inc. PROFESSIONAL LAND SURVEYORS 841 LOMBARD STREET, SAN FRANCISCO, CA PHONE (415) 921-7690 FAX (415) 921-7655	766 HARRISON STREET ASSESSOR'S BLOCK 3751, LOT 153 CONDOMINIUM PLANS	
DRAWN: OG/HRF		JOB NO. 1025-08 DATED: AUGUST, 2008		SCALE: 1" = 5' SHEET NO. 39 OF 55
CHECKED: HRF				



7TH FLOOR

LOWERMOST ELEVATION = 67.51'
UPPERMOST ELEVATION = 76.24'

SURVEY: FTS
DRAWN: OG/HRF
CHECKED: HRF

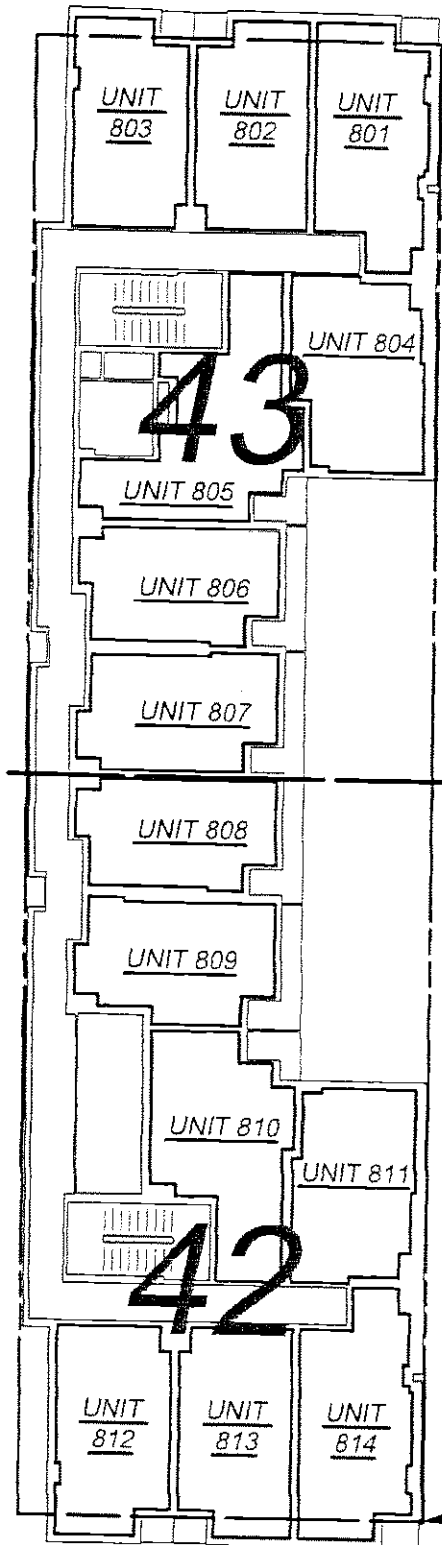


Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

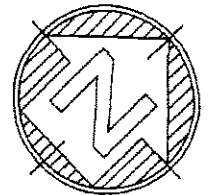
766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 5' SHEET NO. 40 OF 55

RIZAL STREET



SEE SHEET NO.
FOR APPROPRIATE
INFORMATION



8TH FLOOR

LOWERMOST ELEVATION (L.E.) = 77.17'
UPPERMOST ELEVATION (U.E.) = 85.44'
EXCEPT WHERE NOTED

HARRISON STREET

SURVEY:
FTS

DRAWN:
OG/HRF

CHECKED:
HRF



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

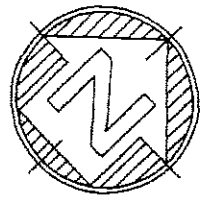
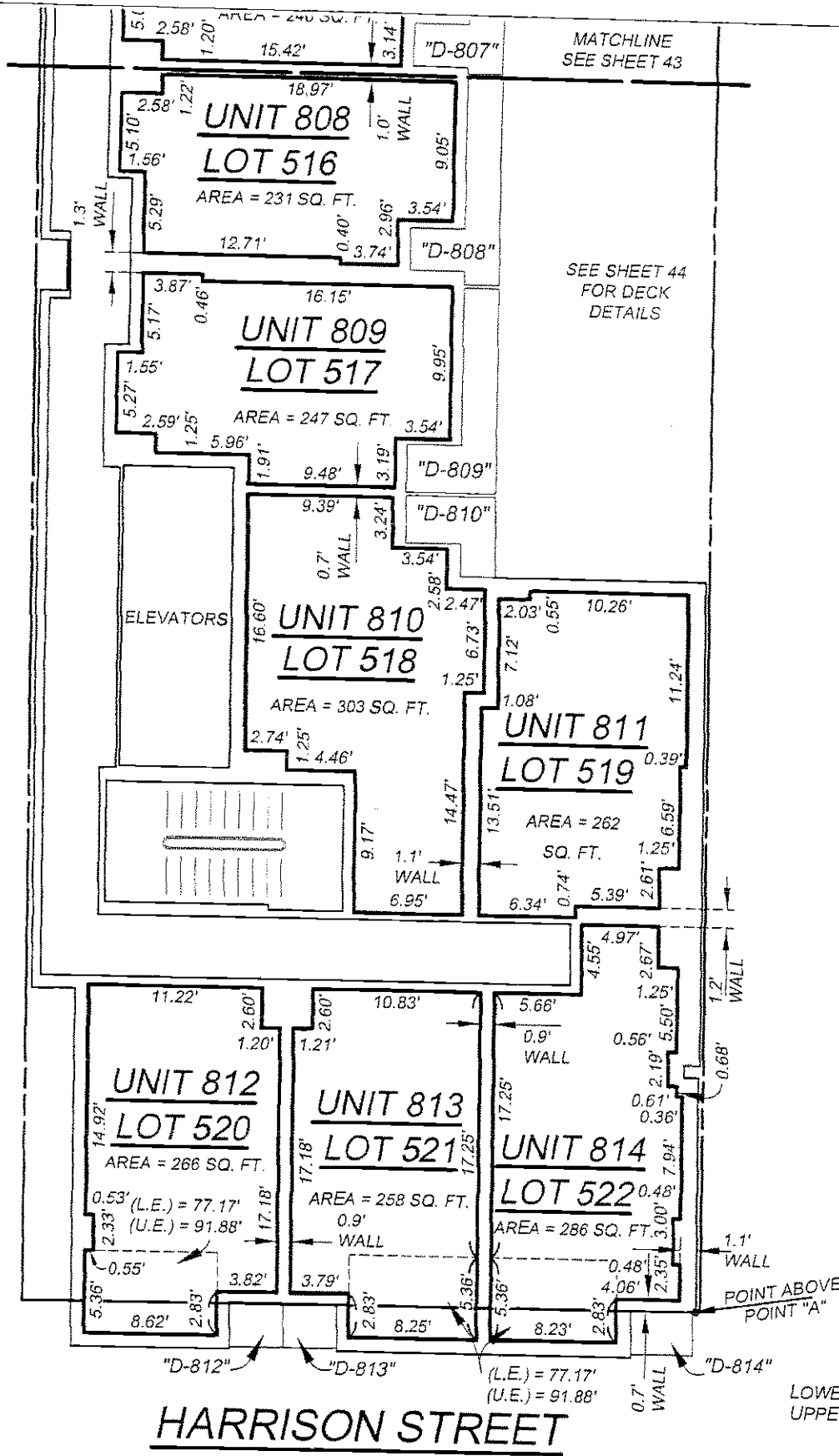
766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

JOB NO. 1025-06

DATED: AUGUST, 2008

SCALE: 1" = 20'

SHEET NO. 41 OF 55



8TH FLOOR

LOWERMOST ELEVATION (L.E.) = 77.17'
 UPPERMOST ELEVATION (U.E.) = 85.44'
 EXCEPT WHERE NOTED

HARRISON STREET

SURVEY: FTS
 DRAWN: OG/HRF
 CHECKED: HRF



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

766 HARRISON STREET
 ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

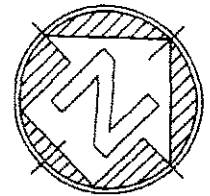
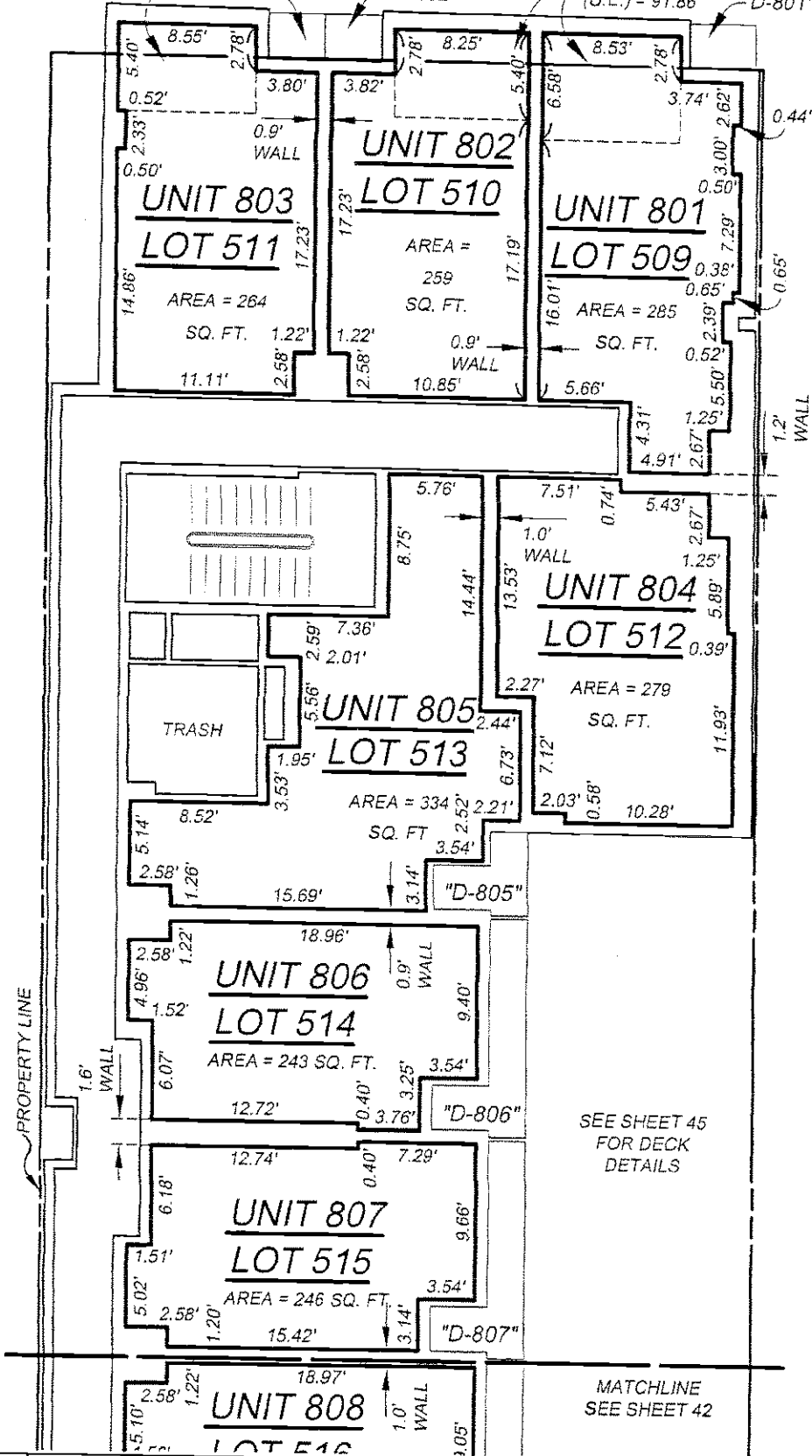
JOB NO. 1025-06 DATED: AUGUST, 2008 SCALE: 1" = 10' SHEET NO. 42 OF 55

Order Date: 09-03-2010
 Document not for resale
 HomeWiseDocs

RIZAL STREET

(L.E.) = 77.17'
(U.E.) = 91.86' "D-803"

(L.E.) = 77.17'
(U.E.) = 91.86' "D-801"



8TH FLOOR

LOWERMOST ELEVATION (L.E.) = 77.17'
UPPERMOST ELEVATION (U.E.) = 85.44'
EXCEPT WHERE NOTED

SEE SHEET 45
FOR DECK
DETAILS

MATCHLINE
SEE SHEET 42

SURVEY:
FTS
DRAWN:
OG/HRF
CHECKED:
HRF



Frederick T. Seher & Associates, Inc.

PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

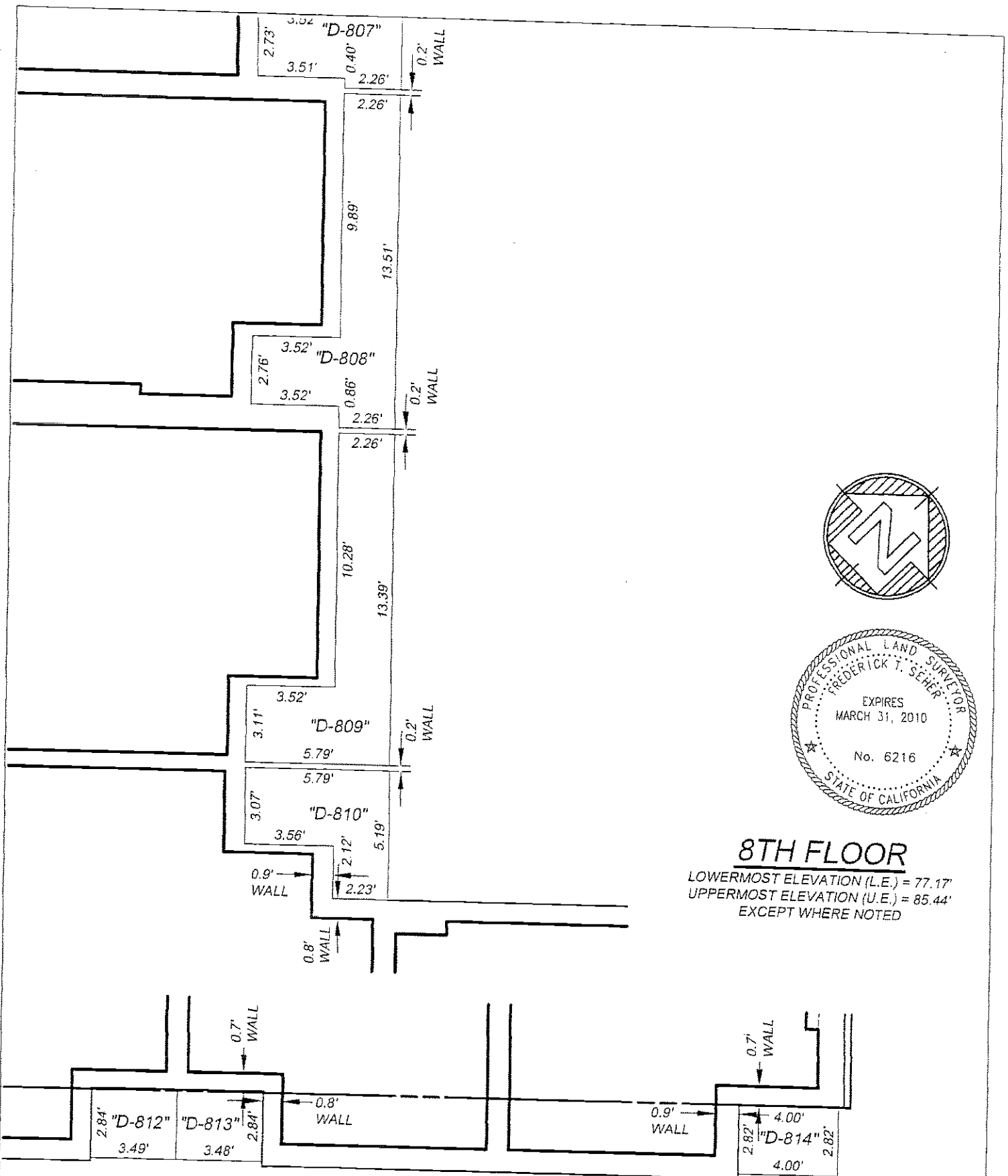
JOB NO. 1025-06

DATED: AUGUST, 2008

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

SCALE: 1" = 10'

SHEET NO. 43 OF 55



8TH FLOOR

LOWERMOST ELEVATION (L.E.) = 77.17'
 UPPERMOST ELEVATION (U.E.) = 85.44'
 EXCEPT WHERE NOTED



SURVEY: FTS
 DRAWN: OG/HRF
 CHECKED: HRF



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

766 HARRISON STREET
 ASSESSOR'S BLOCK 3751, LOT 153
 CONDOMINIUM PLANS

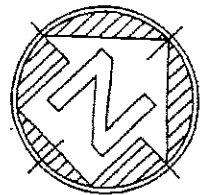
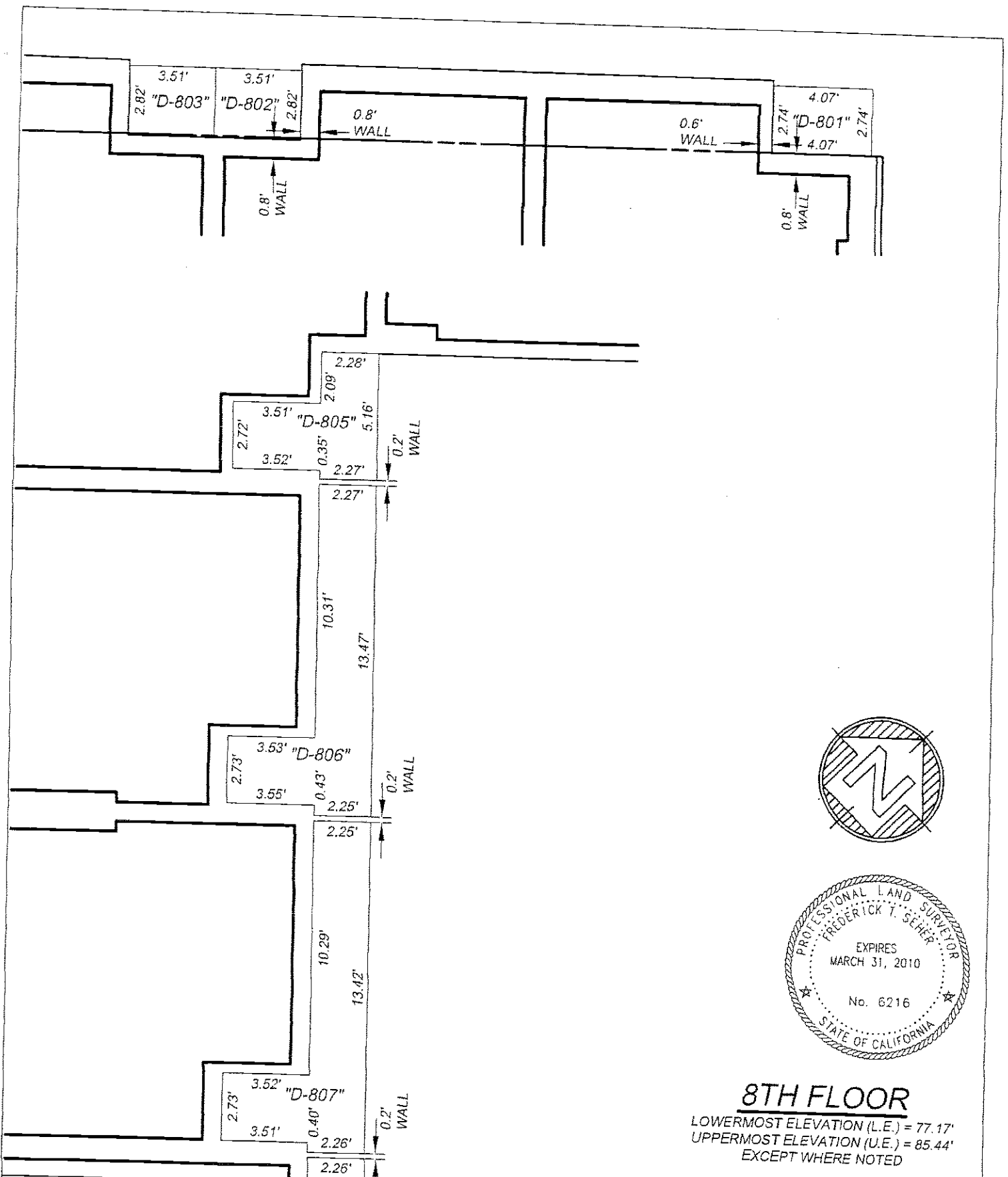
JOB NO. 1025-06

DATED: AUGUST, 2008

SCALE: 1" = 5'

SHEET NO. 44 OF 55

Order Date: 09-03-2019
 Document not for resale
 HomeWiseDocs



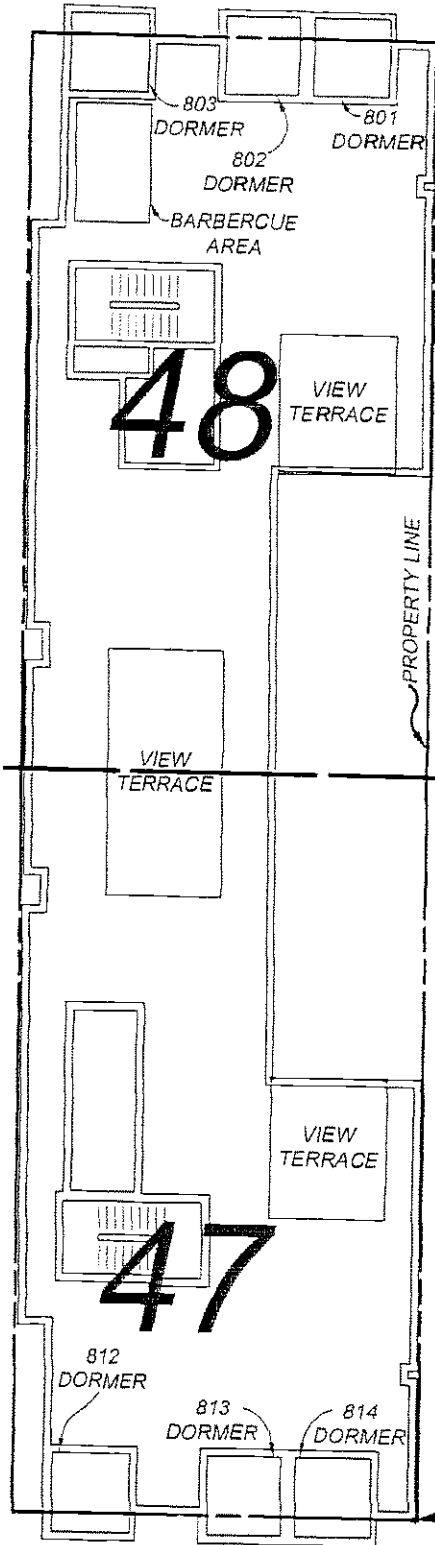
8TH FLOOR

LOWERMOST ELEVATION (L.E.) = 77.17'
 UPPERMOST ELEVATION (U.E.) = 85.44'
 EXCEPT WHERE NOTED

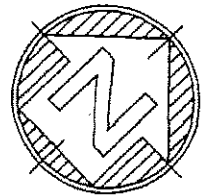
SURVEY: FTS		Frederick T. Seher & Associates, Inc.	766 HARRISON STREET
DRAWN: OG/HRF		PROFESSIONAL LAND SURVEYORS 841 LOMBARD STREET, SAN FRANCISCO, CA PHONE (415) 921-7690 FAX (415) 921-7655	ASSESSOR'S BLOCK 3751, LOT 153 CONDOMINIUM PLANS
CHECKED: HRF		JOB NO. 1025-06 DATED: AUGUST, 2008	SCALE: 1" = 5' SHEET NO. 45 OF 55

Order Date: 09-03-2019
 Document not for resale
 HomeWiseDocs

RIZAL STREET



SEE SHEET NO.
FOR APPROPRIATE
INFORMATION



ROOF LEVEL

LOWERMOST ELEVATION = 87.35'
UPPERMOST ELEVATION = 102.35'

HARRISON STREET

SURVEY:
FTS
DRAWN:
OG/HRF
CHECKED:
HRF



Frederick T. Seher & Associates, Inc.

PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA
PHONE (415) 921-7690 FAX (415) 921-7655

JOB NO. 1025-06

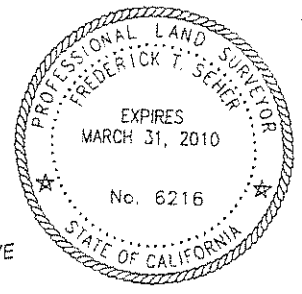
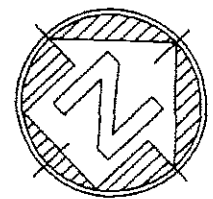
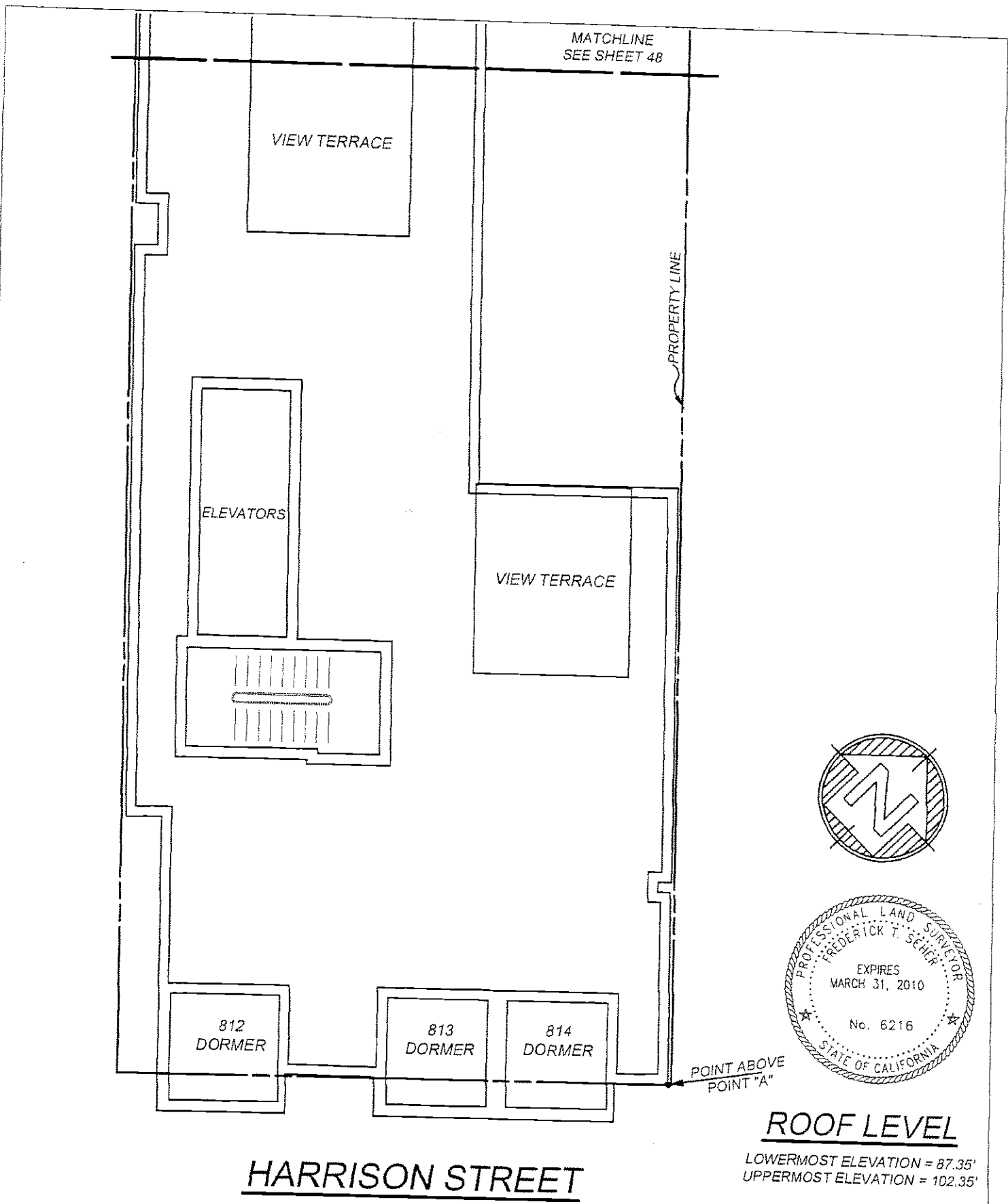
DATED: AUGUST, 2008

SCALE: 1" = 20'

SHEET NO. 46 OF 55

766 HARRISON STREET
ASSESSOR'S BLOCK 3751, LOT 153
CONDOMINIUM PLANS

Order Date: 09-03-2019
Document not for resale
HomeWiseDocs

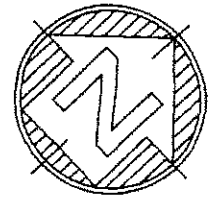
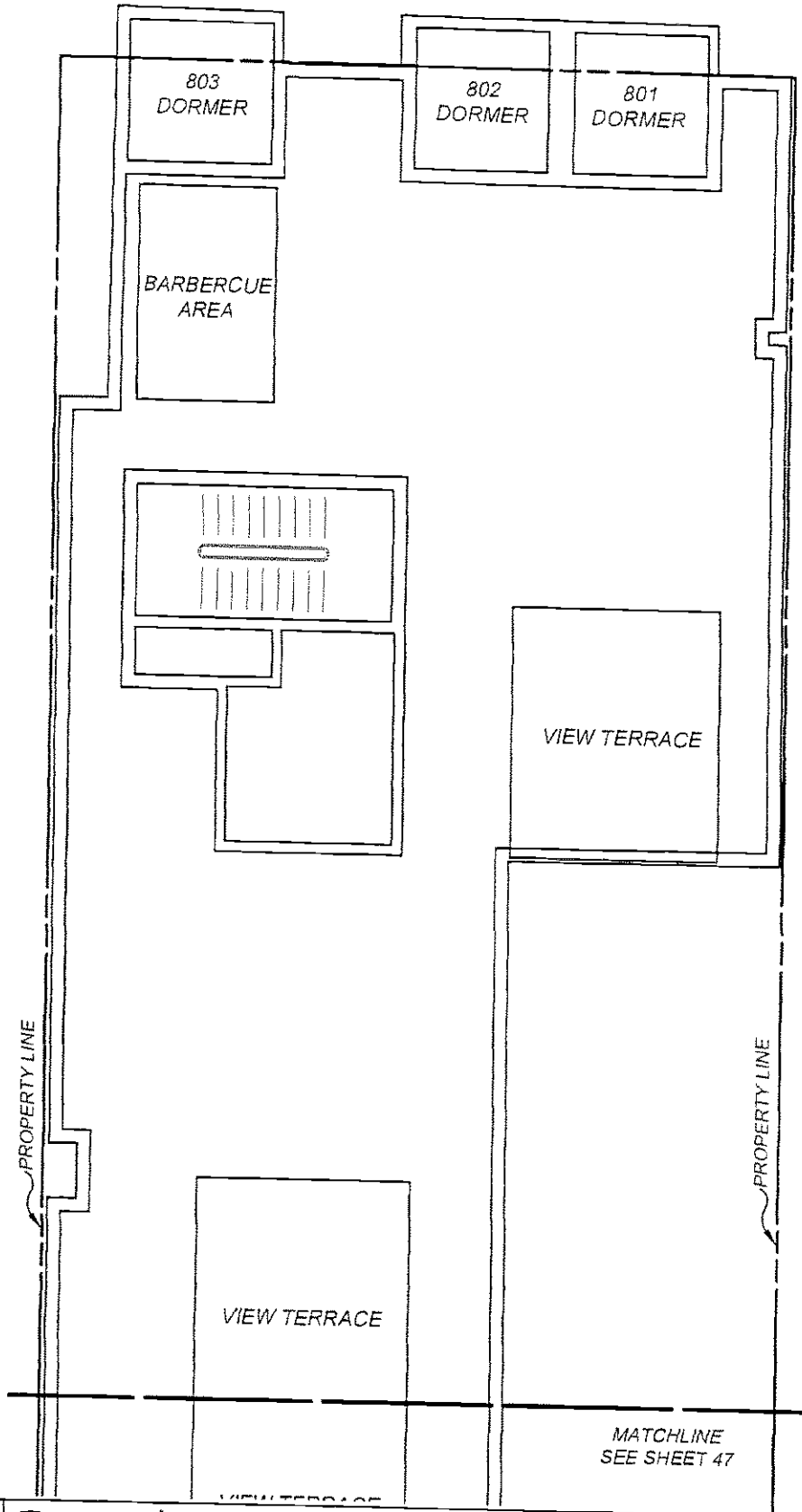


ROOF LEVEL

LOWERMOST ELEVATION = 87.35'
UPPERMOST ELEVATION = 102.35'

SURVEY: FTS		Frederick T. Seher & Associates, Inc. PROFESSIONAL LAND SURVEYORS 841 LOMBARD STREET, SAN FRANCISCO, CA PHONE (415) 921-7690 FAX (415) 921-7655	766 HARRISON STREET ASSESSOR'S BLOCK 3751, LOT 153 CONDOMINIUM PLANS
DRAWN: OG/HRF			
CHECKED: HRF			
JOB NO. 1025-06	DATED: AUGUST, 2008	SCALE: 1" = 10'	SHEET NO. 47 OF 55

RIZAL STREET



ROOF LEVEL

LOWERMOST ELEVATION = 87.35'
UPPERMOST ELEVATION = 102.35'

SURVEY: FTS		Frederick T. Seher & Associates, Inc. PROFESSIONAL LAND SURVEYORS 841 LOMBARD STREET, SAN FRANCISCO, CA PHONE (415) 921-7690 FAX (415) 921-7655	766 HARRISON STREET ASSESSOR'S BLOCK 3751, LOT 153 CONDOMINIUM PLANS	
DRAWN: OG/HRF		JOB NO. 1025-06 DATED: AUGUST, 2008	SCALE: 1" = 10'	SHEET NO. 48 OF 55
CHECKED: HRF				

EXHIBIT "A"
A MIXED-USE CONDOMINIUM PLAN FOR
766 HARRISON STREET

SAN FRANCISCO, CALIFORNIA
 ASSESSOR'S BLOCK 3751, LOT 153

SCHEDULE OF UNDIVIDED INTEREST IN COMMON AREA
766 HARRISON STREET CONDOMINIUMS

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

<u>UNIT NUMBER</u>	<u>LOT NUMBER</u>	<u>PERCENTAGE</u>	<u>SQ. FT.</u>
COMMERCIAL UNIT 1	420	2.47%	749
COMMERCIAL UNIT 2	421	1.99%	603
COMMERCIAL UNIT 3	422	1.76%	534
COMMERCIAL UNIT 4	423	0.71%	215
COMMERCIAL UNIT 5	424	4.86%	1476
201	425	0.94%	286
202	426	0.85%	259
203	427	0.80%	244
204	428	0.89%	271
205	429	1.08%	328
206	430	0.91%	275
207	431	0.91%	277
208	432	0.86%	261
209	433	0.91%	276
210	434	0.94%	284
211	435	0.87%	264
212	436	0.88%	268
213	437	0.77%	233
214	438	0.88%	266

EXHIBIT "A"
A MIXED-USE CONDOMINIUM PLAN FOR
766 HARRISON STREET

SAN FRANCISCO, CALIFORNIA
 ASSESSOR'S BLOCK 3751, LOT 153

SCHEDULE OF UNDIVIDED INTEREST IN COMMON AREA

766 HARRISON STREET CONDOMINIUMS

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

<u>UNIT NUMBER</u>	<u>LOT NUMBER</u>	<u>PERCENTAGE</u>	<u>SQ. FT.</u>
301	439	0.94%	284
302	440	0.85%	259
303	441	0.88%	266
304	442	0.93%	281
305	443	1.07%	324
306	444	0.92%	278
307	445	0.92%	278
308	446	0.86%	262
309	447	0.90%	274
310	448	0.95%	287
311	449	0.87%	264
312	450	0.88%	268
313	451	0.84%	255
314	452	0.96%	290

EXHIBIT "A"
A MIXED-USE CONDOMINIUM PLAN FOR
766 HARRISON STREET

SAN FRANCISCO, CALIFORNIA
 ASSESSOR'S BLOCK 3751, LOT 153

SCHEDULE OF UNDIVIDED INTEREST IN COMMON AREA

766 HARRISON STREET CONDOMINIUMS

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

<u>UNIT NUMBER</u>	<u>LOT NUMBER</u>	<u>PERCENTAGE</u>	<u>SQ. FT.</u>
401	453	0.94%	286
402	454	0.78%	237
403	455	0.88%	266
404	456	0.93%	282
405	457	1.09%	332
406	458	0.91%	277
407	459	0.91%	275
408	460	0.86%	262
409	461	0.92%	279
410	462	0.97%	293
411	463	0.87%	265
412	464	0.88%	266
413	465	0.84%	256
414	466	0.96%	290

EXHIBIT "A"
A MIXED-USE CONDOMINIUM PLAN FOR
766 HARRISON STREET

SAN FRANCISCO, CALIFORNIA
ASSESSOR'S BLOCK 3751, LOT 153

SCHEDULE OF UNDIVIDED INTEREST IN COMMON AREA

766 HARRISON STREET CONDOMINIUMS

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

<u>UNIT NUMBER</u>	<u>LOT NUMBER</u>	<u>PERCENTAGE</u>	<u>SQ. FT.</u>
501	467	0.94%	285
502	468	0.86%	260
503	469	0.88%	267
504	470	0.93%	282
505	471	1.08%	328
506	472	0.92%	278
507	473	0.92%	279
508	474	0.87%	265
509	475	0.92%	279
510	476	0.98%	296
511	477	0.87%	264
512	478	0.87%	264
513	479	0.84%	255
514	480	0.95%	287

EXHIBIT "A"
A MIXED-USE CONDOMINIUM PLAN FOR
766 HARRISON STREET

SAN FRANCISCO, CALIFORNIA
ASSESSOR'S BLOCK 3751, LOT 153

SCHEDULE OF UNDIVIDED INTEREST IN COMMON AREA

766 HARRISON STREET CONDOMINIUMS

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

<u>UNIT NUMBER</u>	<u>LOT NUMBER</u>	<u>PERCENTAGE</u>	<u>SQ. FT.</u>
601	481	0.94%	286
602	482	0.86%	260
603	483	0.88%	267
604	484	0.93%	282
605	485	1.09%	332
606	486	0.90%	273
607	487	0.90%	272
608	488	0.86%	260
609	489	0.91%	275
610	490	0.96%	292
611	491	0.86%	262
612	492	0.87%	265
613	493	0.84%	255
614	494	0.95%	287

EXHIBIT "A"
A MIXED-USE CONDOMINIUM PLAN FOR
766 HARRISON STREET

SAN FRANCISCO, CALIFORNIA
 ASSESSOR'S BLOCK 3751, LOT 153

SCHEDULE OF UNDIVIDED INTEREST IN COMMON AREA
766 HARRISON STREET CONDOMINIUMS

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

<u>UNIT NUMBER</u>	<u>LOT NUMBER</u>	<u>PERCENTAGE</u>	<u>SQ. FT.</u>
701	495	0.93%	282
702	496	0.85%	258
703	497	0.87%	264
704	498	0.91%	277
705	499	1.08%	329
706	500	0.80%	243
707	501	0.80%	244
708	502	0.75%	229
709	503	0.81%	245
710	504	0.99%	299
711	505	0.86%	262
712	506	0.87%	264
713	507	0.77%	234
714	508	0.95%	289

EXHIBIT "A"
A MIXED-USE CONDOMINIUM PLAN FOR
766 HARRISON STREET

SAN FRANCISCO, CALIFORNIA
 ASSESSOR'S BLOCK 3751, LOT 153

SCHEDULE OF UNDIVIDED INTEREST IN COMMON AREA

766 HARRISON STREET CONDOMINIUMS

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

<u>UNIT NUMBER</u>	<u>LOT NUMBER</u>	<u>PERCENTAGE</u>	<u>SQ. FT.</u>
801	509	0.94%	285
802	510	0.85%	259
803	511	0.87%	264
804	512	0.92%	279
805	513	1.10%	334
806	514	0.80%	243
807	515	0.81%	246
808	516	0.76%	231
809	517	0.81%	247
810	518	1.00%	303
811	519	0.86%	262
812	520	0.88%	266
813	521	0.85%	258
814	522	0.94%	286

EXHIBIT B

Maintenance Responsibilities

This Exhibit describes the respective maintenance responsibilities of the Owners and the Association. It may include some improvements not found at the Project, and may omit some improvements found at the Project. It is the sole responsibility of the Board to determine whether maintenance of an improvement not mentioned below is responsibility of the Owner or the Association.

Owner maintenance responsibilities include:

- Appliances
- Cabinets and other fixtures
- Drains in the Exclusive Use Common Area decks - the Owner should maintain and clean all drains in the deck before the beginning of each rainy season.
- Drywall and sheet rock
- Exclusive Use Common Areas specified in Section 8.1B
- Exterior doors - see below
- Exterior light fixtures at entry, deck, patio and yard, and other fixtures and bulbs where fixture is connected to Unit's electrical system
- Interior doors and hardware
- Interior light fixtures
- Outlets and plugs for electrical and telecommunications wiring
- Keys and garage door openers required for entry into the Unit
- Partition walls
- Plumbing fixtures (sinks, toilets, etc.)
- Smoke detectors - battery operated
- Wall, floor and ceiling surfaces (e.g. paint, wallpaper, carpet and other flooring materials)
- Window coverings
- Windows - see below

Association maintenance responsibilities include:

Owners are reminded that they are obligated to notify the Association of any evidence of leaks or other defective condition that it is the responsibility of the Association to repair.

- Boilers
- Electrical fixtures and outlets serving the Common Area (except those maintained by an Owner)
- Elevator
- Exclusive Use Common Areas specified in Section 8.2A
- Fences
- Floor, wall and ceiling surfaces in common areas - clean, paint, repair, replace
- Irrigation system
- Landscaping
- Laundry appliances

Life Safety Systems - fire sprinkler system, including sprinkler heads within a Unit, hard-wired smoke alarms, fire alarm

Mailboxes

Retaining walls

Structural elements

Water heaters

Water proofing - roof, exterior paint

Exterior Doors and Windows: Responsibility for maintenance of Exterior Doors is assigned as follows. Exterior Doors include front doors, and doors to patios, balconies and decks, screen doors, and garage doors that serve a single Unit.

Exterior Doors. The Association is responsible for maintenance, repair and replacement of the door frame, door casing and door, and repair, refinishing and painting of door exterior. The Owner is responsible for repair and replacement of those portions of the door accessible from inside the Unit, including, repairing and painting the interior of the door, hardware, seals, weather stripping, and any other portion of the door assembly accessible from inside the Unit.

Windows. The Association is responsible for maintenance, repair and replacement of the window frame, exterior trim, and repair, refinishing and painting of window exterior. The Owner is responsible for repair and replacement of those portions of the window accessible from inside the Unit, including, repairing and painting the interior of the window frame and interior window trim, hardware, seals, weather stripping, window glass and any other portion of the window assembly accessible from inside the Unit.

Window Washing. Each Owner is responsible for washing the interiors of windows and those exterior windows that are accessible from a balcony, patio, or yard area or the interior of the Unit. The Association is responsible to wash exterior windows not accessible as just described.

CONSENT AND SUBORDINATION

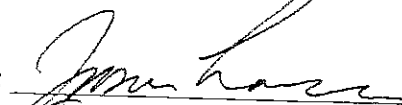
The undersigned, Temecula Valley Bank, as Beneficiary, under that certain Deed of Trust recorded on September 6, 2006, under Recorder's Serial Number 2006-I245580, in Official Records of the County Recorder of the County of San Francisco, executed by 60 Rausch, LLC, a California limited liability company, as to an undivided 54.00% and 73 Sumner, LLC, a California limited liability company, as to an undivided 45.00% and 766 Harrison, LLC, a California limited liability company, as to an undivided 1.00%, as Trustor, with Temecula Valley Bank, as Trustee, does hereby consent to the execution and recordation of the attached Declaration of Conditions, Covenants and Restrictions and does hereby subordinate said Deed of Trust to said Declaration of Conditions, Covenants and Restrictions to the same extent and with the same force and effect as if said Declaration of Conditions, Covenants and Restrictions had been executed and recorded prior to the execution and recordation of said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination this 31ST day of July, 2008.

DATED: 7/31/08

Temecula Valley Bank, Beneficiary

BY: _____


Jason Lorenz
Senior Vice President

BY: _____

(PLEASE ATTACH NOTARY ACKNOWLEDGEMENT HERETO)

ACKNOWLEDGMENT

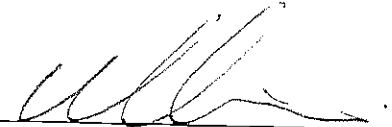
State of California
County of Marin

On July 31, 2008 before me, Wan Kim, Notary Public
(insert name and title of the officer)

personally appeared *****Jason Lorenz*****
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

