

Bylaws (Required Civil Code Sec. 4525)
Residences at Adobe Hills Association

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**BYLAWS
OF
RESIDENCES AT ADOBE HILLS ASSOCIATION
(A California Nonprofit Mutual Benefit Corporation)**

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TABLE OF CONTENTS

| | |
|--|---|
| ARTICLE 1 - Definitions | 1 |
| ARTICLE 2 - Name | 1 |
| ARTICLE 3 - Principal Office | 1 |
| ARTICLE 4 - Membership and Voting Rights | 1 |
| ARTICLE 5 - Meetings of Members | 1 |
| 5.1 Place of Meetings | 1 |
| 5.2 Annual Meetings | 2 |
| 5.3 Special Meetings | 2 |
| 5.4 Notice of Meetings | 2 |
| 5.5 Special Notice Requirements | 2 |
| 5.6 Waiver of Notice or Consent | 3 |
| 5.7 Proof of Membership and Record Date | 3 |
| 5.8 Quorum | 3 |
| 5.9 Proxies | 4 |
| 5.10 Order of Business | 5 |
| 5.11 Parliamentary Procedure | 5 |
| 5.12 Action by Unanimous Written Consent | 5 |
| 5.13 Action by Written Ballot | 5 |
| ARTICLE 6 - Election and Term of Office of Members of the Board of Directors | 6 |
| 6.1 Number | 6 |
| 6.2 Nomination | 6 |
| 6.3 Election of Directors | 6 |
| 6.4 Cumulative Voting | 7 |
| 6.5 Specially-Elected Directors | 7 |
| 6.6 Vacancies | 7 |
| 6.7 Compensation | 8 |
| ARTICLE 7 - Meetings of Directors | 8 |
| 7.1 Place of Meetings | 8 |
| 7.2 Regular Meetings | 8 |
| 7.3 Special Meetings | 8 |
| 7.4 Emergency Meetings | 8 |
| 7.5 Notice to Members | 9 |
| 7.6 Open Meetings | 9 |
| 7.7 Quorum Requirements | 9 |

Order: MG99GJ3ST

Address: 39224 Guardino Dr Apt 202

Order Date: 01-07-2022

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| | | |
|---|--|-----------|
| 7.8 | Adjourned Meetings | 9 |
| 7.9 | Action Taken Without a Meeting | 9 |
| 7.10 | Waiver of Notice | 9 |
| 7.11 | Telephone Meetings | 9 |
| 7.12 | Availability of Minutes | 10 |
| ARTICLE 8 - Powers and Duties of the Board | | 10 |
| 8.1 | Powers | 10 |
| 8.2 | Duties | 10 |
| 8.3 | Standard of Care | 10 |
| 8.4 | Committees of the Board | 10 |
| 8.5 | Due Process Requirements | 10 |
| 8.6 | Financial Review Requirements | 11 |
| ARTICLE 9 - Officers and Their Duties | | 11 |
| 9.1 | Officers of the Association | 11 |
| 9.2 | Election of Officers | 11 |
| 9.3 | Other Officers | 11 |
| 9.4 | Removal or Resignation of Officers | 11 |
| 9.5 | Vacancies | 11 |
| 9.6 | Duties | 11 |
| 9.7 | Joint Signatures | 12 |
| 9.8 | Compensation | 12 |
| ARTICLE 10 - Indemnification and Insurance | | 12 |
| 10.1 | Indemnification | 12 |
| 10.2 | Insurance | 13 |
| ARTICLE 11 - Amendments | | 13 |
| 11.1 | Amending the Bylaws | 13 |
| 11.2 | Amending the Articles | 13 |
| 11.3 | Amendment Restrictions | 13 |
| ARTICLE 12 - General Provisions | | 13 |
| 12.1 | Conflict with Declaration | 13 |
| 12.2 | Fiscal Year | 13 |
| 12.3 | Records | 13 |
| 12.4 | Inspection Rights | 14 |

CERTIFICATE OF SECRETARY

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 Order Date: 01-07-2022
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ARTICLE 1 - Definitions

The definitions contained in Article 1 of the Residences at Adobe Hills Declaration of Restrictions (CC&Rs) that was recorded in Alameda County, California, in connection with the residential development for which this Association was established are incorporated by reference and shall apply to those same terms as they may appear in these Bylaws unless the context indicates otherwise.

ARTICLE 2 - Name

The name of the Association is the Residences at Adobe Hills Association.

ARTICLE 3 - Principal Office

The principal office of the Association is located at such place as may be designated by the Board from time to time.

ARTICLE 4 - Membership and Voting Rights

The membership and voting rights provisions contained in Sections 5.3, 5.4 and 5.5 of the Declaration are incorporated by reference.

ARTICLE 5 - Meetings of Members

5.1 Place of Meetings. All meetings of the Members, annual and special, shall be held at a place within the Development as designated by the Board, provided that if there is not an available and appropriate place within the Development, the Board shall designate a meeting place as close as possible to the Development but in no event outside the County unless unusual conditions exist.

Order: MG99GJ3ST

Address: 39224 Guardino Dr Apt 202

Order Date: 01-07-2022

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1
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August 20, 2003

In the absence of any designation, the meetings of Members shall be held at the principal office of the Association.

5.2 Annual Meetings. The first annual meeting of Members of the Association shall be held no later than six months after the closing and recording of the sale of the first Condominium or 45 days after the closing of the sale of the Condominium that represents the fifty-first percentile (51%) interest authorized for sale under the first final subdivision public report issued for the Development by the California Commissioner of Real Estate, whichever occurs first. Thereafter, annual meetings shall be set by the Board to occur at such date and time as may be fixed by the Board.

5.3 Special Meetings. Special meetings of the Members may be called for any lawful purpose by the Board, the president, or by written request signed by Members representing at least 5% of the total voting power of the Association. A special meeting called by any Person (other than the Board) entitled to call a meeting shall be made by submitting a written request specifying the general nature of the business to be transacted to the president, any vice president, or secretary of the Association. The officer receiving the request shall promptly cause notice to be given to the Members in the manner required by **Section 5.4** of these Bylaws that a meeting will be held at a date, time and place fixed by the Board, which meeting shall be held not less than 35 days nor more than 90 days after receipt of the request. If the notice is not given within 20 days after the receipt of the request, the Person or Persons requesting the meeting may give the notice.

5.4 Notice of Meetings. Notice of all Members' meetings, annual or special, shall be given not less than ten or more than 90 days before the date of the meeting to each Member and to any Mortgagee who has requested in writing to receive such notice. Any Mortgagee, or its designated representative, shall be entitled to attend any such meeting but shall not be entitled to vote at the meeting. The notice shall be given personally or by first-class, registered or certified mail addressed to the Member or Mortgagee at the address of such Member or Mortgagee appearing on the books of the Association or be given by the Member or Mortgagee to the Association for purpose of notice. If no address appears or is given for any Member, notice may be given at the Association's principal office or by publication at least once in a newspaper of general circulation. The notice shall state the place, date and time of the meeting and shall specify those matters the Board intends to present for action by the Members, provided that except as otherwise provided by law, any proper matter may be presented at the meeting for action. If directors are to be elected at the meeting, the notice shall include the names of all those who are nominees at the time notice is given. In the case of a special meeting, the notice shall state the general nature of the business to be transacted and no other business may be transacted. In the case of the annual meeting, the notice shall state those matters that the Board intends, at the time the notice is given, to present to the Members for action; but any matter may be presented at the meeting for action subject to the special notice requirements described in **Section 5.5** of these Bylaws. Notwithstanding the foregoing, the Members may vote only on those matters for which notice was given in any meeting where the quorum requirement as described in **Section 5.8** of these Bylaws is less than one-third of the voting power of the Association and Members holding less than one-third actually attend.

5.5 Special Notice Requirements. Approval by the Members of any of the following proposals, other than by unanimous approval of those Members entitled to vote, shall not be valid unless the general nature of the proposal was stated in the notice or in any written waiver of the notice:

- (i) removing a director without cause;
- (ii) filling vacancies on the Board;
- (iii) amending the Articles;

Order: MG99GJ3ST

Address: 39224 Guardino Dr Apt 202

Order Date: 01-07-2022

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(iv) approving a contract or transaction between the Association and one or more directors, or between the Association and any entity in which a director has a material financial interest;

(v) electing to wind up and dissolve the Association; or

(vi) approving a plan of distribution of assets, other than money, not in accordance with the liquidation rights of any class of Members (applicable only if the Association is in the process of winding up and there is more than one class of membership outstanding at the time).

5.6 Waiver of Notice or Consent. The transactions of any meeting of Members, however called or noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (i) a quorum is present either in person or by proxy; and (ii) either before or after the meeting each Member entitled to vote, not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice, consent or approval need not specify either the business to be transacted or the purpose of any meeting of Members, except that if action is taken or proposed to be taken for approval of any of those matters specified in **Section 5.5** of these Bylaws, the waiver of notice, consent or approval shall state the general nature of the proposal. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a Member at a meeting shall also constitute a waiver of notice of the meeting unless the Member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in a notice of the meeting but not so included if that objection is expressly made at the meeting.

5.7 Proof of Membership and Record Date. No person shall exercise the rights of membership in the Association until satisfactory proof of membership has been furnished the Association. Such proof may consist of either a duly-executed and acknowledged grant deed or title insurance policy showing that the person has an ownership interest in a Condominium in the Development that would entitle the person to membership in the Association as provided in **Section 5.3** of the Declaration. Such deed or policy shall be deemed conclusive proof of the person's membership in the absence of a conflicting claim based on a later deed or policy. For purposes of determining the Members entitled to notice of any meeting, to vote, or to exercise any of the rights in respect of any lawful action, the Board may fix in advance a record date as follows:

(i) the record date for notices shall be not more than 90 nor less than ten days before the date of the meeting;

(ii) the record date for voting shall not be more than 60 days before the date of the meeting or before the date on which the first written ballot is mailed or solicited; and

(iii) the record date for any other actions shall not be more than 60 days before the date of such action. If no record date is fixed by the Board, the record date shall be determined in accordance with the Corporations Code section 7611. A person holding a membership as of the close of business on the record date shall be a Member of record.

5.8 Quorum. The presence at any meeting in person or by proxy of Members entitled to cast at least 40% of the total votes of all Members shall constitute a quorum. Any Members meetings, whether or not a quorum is present, may be adjourned from time to time for any reason by a vote of the Members representing a majority of the voting power of the Members present at the meeting, either in person or by proxy, to another time not less than five days nor more than 30 days from the original meeting. If the time and place of the adjourned meeting is announced prior to the

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adjournment of the original meeting, no notice of the adjourned meeting is required, provided that if a new date is fixed for the adjourned meeting after the adjournment of the original meeting, notice of the date, time and place of the adjourned meeting shall be given to Members in the manner described in **Section 5.4** of these Bylaws. Any business that might have been transacted at the original meeting may be transacted at the adjourned meeting. In the absence of a quorum, no business may be transacted at the meeting other than to adjourn the meeting to another time. If a meeting is adjourned because a quorum is not present, the quorum requirement for the rescheduled meeting shall be reduced to 33 1/3% of the total voting power of all Members.

The Members present at a duly-called or -held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum.

Notwithstanding anything herein to the contrary, a quorum for purposes of approving assessment increases as required under **Section 6.6** of the Declaration shall satisfy the quorum requirements described in **Section 6.6** of the Declaration.

5.9 Proxies. Each Member entitled to vote shall have the right to do so either in person or by one or more agents authorized by written proxy, signed by the person and filed with the secretary of the Association. A proxy shall be considered signed if the Member's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by a Member or the Member's attorney-in-fact. Any proxy or written ballot that is distributed to ten or more Members shall satisfy the requirements of Corporations Code section 7514(a) if the Association has 100 or more Members.

Any validly-executed proxy shall continue in full force and effect until: (i) written notice is received by the Association of the death or incapacity of the Member executing the proxy; or (ii) the Member executing the proxy revokes it before the vote is cast under that proxy by (a) delivering a written revocation to the Association; (b) executing a subsequent proxy that is presented to the meeting; or (c) attending and voting in person at any meeting. Unless the proxy indicates otherwise, it shall not be valid after 11 months from the date of execution; and in no event shall any proxy be valid after three years from the date of execution. Notwithstanding any of the foregoing, all proxies shall be revocable and shall automatically terminate when the Member's membership in the Association terminates as provided in **Section 5.3** of the Declaration. A suspension of any Member's voting rights for the Association shall automatically suspend any proxy executed by that Member.

Any form of proxy distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon. The proxy shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice. The proxy also shall identify the person or persons authorized to exercise the proxy and the length of time it will be valid.

No proxy shall be valid with respect to a vote on the following proposals to be approved by the Members unless the general nature of the matter was set forth in the proxy:

- (i) removing a director without cause;
- (ii) filling vacancies on the Board;
- (iii) amending the Articles;

(iv) the sale, lease, conveyance, exchange, transfer or other disposal of all or substantially all of the Association's assets, or the approval of the principal terms of a merger or the amendment to the principal terms of the merger.

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(v) approving a contract or transaction between the Association and one or more directors, or between the Association and any entity in which a director has a material financial interest;

(vi) electing to wind up and dissolve the Association; or

(vii) approving a plan of distribution of assets, other than money, not in accordance with the liquidation rights of any class of Members (applicable only if the Association is in the process of winding up and there is more than one class of membership outstanding at the time).

5.10 Order of Business. The order of business of all meetings of the Members shall be as follows:

- (i) proof of notice of meeting or waiver of notice;
- (ii) reading of minutes of preceding meeting;
- (iii) reports of Board and officers;
- (iv) election of directors if any are to be elected;
- (v) unfinished business; and
- (vi) new business.

5.11 Parliamentary Procedure. All questions of parliamentary procedure shall be decided in accordance with Robert's Rules of Order or such other parliamentary procedures as the Board may adopt.

5.12 Action by Unanimous Written Consent. Any action required or permitted to be taken by the Members may be taken without a meeting if all of the Members consent in writing to the action. The written consent shall have the same force and effect as the unanimous vote of the Members. The written consents shall be filed with the minutes of the proceedings of the Members.

5.13 Action by Written Ballot. Any action that may be taken at any meeting of the Members, except the election of directors, may be taken by written ballot if the following requirements are satisfied:

(i) the Association distributes a written ballot to each Member entitled to vote on the matter. The ballot shall be given personally or by first-class mail addressed to the Member at the address of such Member appearing on the books of the Association or given by the Member to the Association for purpose of notice. The ballots shall provide a reasonable time within which to be returned. If ballots are distributed to ten or more Members and the Association has 100 or more Members, the requirements of Corporations Code section 7514 shall be satisfied.

(ii) Each ballot shall set forth:

- (a) the proposed action;
- (b) an opportunity to specify approval or disapproval of any proposal;
- (c) confirmation that if the Member specifies a choice, the vote shall be cast in accordance with that Member's choice;

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Order Date: 01-07-2022

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August 20, 2003

- (d) the time by which the ballot must be received by the Association in order to be counted;
- (e) the number of responses needed to meet the quorum requirement; and
- (f) The percentage of approvals necessary to approve the proposed action.

(iii) The proposed action shall be considered approved by written ballot if: (a) within the time period specified, the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action; and (b) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(iv) A written ballot may not be revoked.

ARTICLE 6 - Election and Term of Office of Members of the Board of Directors

6.1 Number. The Board shall consist of three directors who need not be Members of the Association, provided that at the first annual meeting the number of directors shall be increased to five.

6.2 Nomination. Except for the initial directors selected by the incorporators or the Members as provided in **Section 6.3** of these Bylaws, a nomination for election to the Board may be made by a nominating committee consisting of three persons. The nominating committee shall consist of a Chairman, who shall be a director, and two other persons who may either be Members of the Association or representatives of Declarant. Each member of the nominating committee shall be appointed by the Board to serve for a period of one year, and vacancies thereon shall be filled by the Board. The nominating committee may make as many nominations as it desires but not less than the number of positions to be filled. Nominations may be made from among Members or non-members.

Notwithstanding the foregoing, any Member present in person or by proxy at a meeting in which any directors are to be elected may place a name in nomination at the meeting prior to the vote.

The Board shall adopt procedures that provide for a reasonable opportunity for nominees to communicate their qualifications and reasons for candidacy to the Members and to solicit votes, and for a reasonable opportunity for all Members to choose among the nominees. Without authorization of the Board, no Association funds may be expended to support a nominee for director after there are more nominees than can be elected.

6.3 Election of Directors. The initial directors shall be elected either by the incorporator of the Association or by the Members as soon as practical after the incorporation of the Association and shall hold office until the first annual meeting of the Members as specified in **Section 5.2** of these Bylaws. At the first annual meeting, the Members shall elect directors to fill all positions on the Board. Unless the office is vacated sooner as provided in **Section 6.6** of these Bylaws, each director shall hold office until his or her term expires and a successor has been elected and qualified. The term of office of the three directors receiving the highest number of votes shall be two years, and the term for the remaining directors shall be one year. Thereafter all directors shall be elected for two-year terms.

Order: MG99GJ3ST

Address: 39224 Guardino Dr Apt 202

Order Date: 01-07-2022

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The election of directors shall be by secret written ballot; and, subject to the provision regarding specially-elected directors in **Section 6.5** of these Bylaws, the persons receiving the highest number of votes up to the number of positions to be filled shall be elected.

Any director may resign at anytime. The resignation shall be effective upon giving written notice to the president, secretary or Board unless the notice specifies a later effective date. resignation.

6.4 Cumulative Voting. The election of directors may be by cumulative voting as described herein, provided a Member has placed a candidate's name in nomination prior to the voting and given notice at the meeting prior to the voting of the Member's intention to cumulate votes. If any Member has given such notice, then all Members shall have the right to cumulate their votes for candidates and nomination. Under cumulative voting, each Member, either in person or by proxy, may give a single candidate the number of votes equal to the number of directors to be elected multiplied by the number of votes the Member is entitled to exercise under the Declaration; or the Member may distribute these cumulative votes among any two or more candidates as the Member desires. Unless the entire Board is removed by a vote of the Members, an individual director may not be removed prior to the expiration of his or her term if the votes against removal would have been sufficient to elect that director cumulatively at an election at which the same number of votes were cast and all directors authorized at the time of the most recent election of that director were being elected. These cumulative voting provisions do not apply to the election of special directors by Owners other than Declarant under the provisions set forth in **Section 6.5** of these Bylaws.

6.5 Specially-Elected Directors. As long as a majority of the voting power of the Association resides in the Declarant, or as long as there are two outstanding classes of membership in the Association, no less than 20% and at least one of the directors shall be elected by Members other than Declarant. If Members other than Declarant are unable to elect at least 20% of the directors by the exercise of cumulative voting or otherwise, the number of positions on the Board necessary to meet the 20% requirement shall be filled by the nominees elected by Members other than Declarant (the "Specially-Elected Directors"). Nominations for Specially-Elected Directors shall be made by any Member other than Declarant by submitting a written nomination before the meeting to the secretary of the Association or by placing a name in nomination at the meeting prior to the vote. A Specially-Elected Director may be removed prior to the expiration of his or her term only by the vote or written consent of the Members other than Declarant who hold a majority of the voting rights other than the voting rights held by a Declarant. In the case of the death, resignation or removal of a Specially-Elected Director, a successor shall be elected by Members other than Declarant to hold office for the unexpired term of his or her predecessor and until a successor has been elected and qualified. Except as otherwise provided in this section, the provisions of the Declaration, the Articles and the Bylaws applicable to directors, including their election, removal, rights and duties, shall apply to Specially-Elected Directors.

6.6 Vacancies. A vacancy or vacancies on the Board shall exist on the occurrence of any of the following:

- (i) the death of any director;
- (ii) the effective date of any director's resignation;
- (iii) the removal of a director by vote of the Members or by vote of a majority of all the votes entitled to be cast of all Members if the Association has less than 50 Members, provided that, if applicable, the vote for removal satisfies the requirements contained in cumulative voting and Specially-Elected Director provisions in **Sections 6.4 and 6.5** of these Bylaws;
- (iv) the Declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by an order of court or convicted of a felony;

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Order Date: 01-07-2022

- (v) the increase in the authorized number of directors; or
- (vi) the failure of the Members, at any meeting of the Members at which any director or directors are to be elected, to elect the number of directors required to be elected at that meeting.

Any vacancy on the Board may be filled by a majority of the directors then in office whether or not less than a quorum, or by a sole remaining director, except for a vacancy created by a removal of a director by a vote of the Members or a vacancy of a Specially-Elected Director position, which vacancy shall be filled by the Members. In addition, the Members may fill any vacancy not filled by the directors. Any director elected to fill a vacancy shall hold office until the expiration of the term of his or her predecessor and until a successor has been elected and qualified.

6.7 Compensation. A director shall not receive any compensation for any services rendered to the Association as a director, provided the directors may be reimbursed for actual out-of-pocket expenses incurred in the performance in his or her duty, provided such expenses were approved in advance by the Board.

ARTICLE 7 - Meetings of Directors

7.1 Place of Meetings. Meetings of the Board shall be held at any place within the Development designated by the Board or described in the notice of meeting. Meetings shall be held within the Development unless in the Board's judgment a larger meeting room is required than is available within the Development, in which case the Board shall select a meeting place as close as possible to the Development.

7.2 Regular Meetings. Regular meetings of the Board shall be held monthly at such time and place within the Development as may be fixed from time to time by resolution of the Board, provided that if the business to be transacted by the Board does not require monthly meetings, regular meetings may be held less frequently but no less than one regular meeting every six months. If the regular meeting falls on a holiday, the meetings shall be held at such time and place as soon as practicable thereafter as may be set by the Board. Notice of the time and place of any regular meetings shall be posted at a prominent place or places within the Common Area and shall be given to each director not less than four days prior to the meeting.

7.3 Special Meetings. Special meetings of the Board may be called by written notice signed by the president of the Association, or by any two directors other than the president. The notice shall specify the time and place of the meeting and the nature of any special business to be considered, shall be posted in a manner prescribed for notice of regular meetings, and shall be sent to all directors not less than 96 hours prior to the scheduled time of the meeting.

7.4 Emergency Meetings. An emergency meeting of the Board may be called by the President of the Association or by any two members of the Board, other than the President, if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board and which of necessity make it impractical to provide notice as required by **Section 7.5** of these Bylaws.

7.5 Notice to Members. Members shall be given notice of the time and place of any Board meeting, except for an emergency meeting, at least four days prior to the meeting. Notice may be given by posting the notice in a prominent place or places within the Common Area, by mail or delivery of the notice to the Member's address of record, or by newsletter or similar means of communication. For purposes of the notice requirements, a "meeting" of the Board includes any congregation of a majority of the members of the Board at the same time and place to hear, discuss

or deliberate upon any item of business scheduled to be heard by the Board except those matters that may be discussed in executive session.

7.6 Open Meetings. Regular and special meetings shall be open to all Members. Members shall be allowed to speak at the meeting during that portion of the meeting that is opened for Members' comments. Other than during the open portion of the meeting, only Board members may participate in the Board's deliberations except as otherwise directed by the Board. The Board, with the approval of the majority of its members present at a meeting in which a quorum for the transaction of business has been established, may adjourn a meeting and reconvene in executive session to discuss a vote on personnel matters, matters that relate to the formation of contracts with third parties, Member discipline, litigation or to meet with a Member, upon the Member's request, regarding the Member's payment of assessments as described in the Declaration. If requested by a Member who may be subject to a fine, penalty or other form of discipline imposed by the Association, the Board shall meet in executive session; and the Member shall be entitled to attend the executive session. The nature of any and all business to be considered in executive session shall first be announced in open session. Any matter described in executive session shall be generally noted in the minutes of the immediately-following Board meeting that is open to the entire membership.

7.7 Quorum Requirements. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum was present shall be regarded as an act of the Board, subject to the requirements of Corporations Code section 7211(a)(8), including, without limitation, the requirements relating to: (i) approval of contracts or transactions between the Association and one or more directors, or between the Association and any entity in which a director has a material financial interest; (ii) creation of and appointments to committees of the Board; and (iii) indemnification of directors. A meeting at which a quorum was initially present may continue to transact business, notwithstanding the withdrawal of directors if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

7.8 Adjourned Meetings. A majority of the directors present, whether or not a quorum was present, may adjourn any meeting to another time and place. Notice of the time and place of the holding of an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given before the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

7.9 Action Taken Without a Meeting. To the extent authorized by law, any action that the Board is required or permitted to take may be taken without a meeting if all of the members of the Board consent in writing to that action. Such action by written consent shall have the same force and effect as any other validly-approved action of the Board. Such written consent or consents shall be filed with the minutes of the proceedings of the Board, and an explanation of any action so approved shall be posted in a prominent place or places within the Common Area within three days after the written consent of all the directors has been obtained.

7.10 Waiver of Notice. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents and approvals shall be filed with the Association's records or made a part of the minutes of the meetings. Notice of the meeting need not be given to any director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to that director.

7.11 Telephone Meetings. To the extent authorized by law, any meeting, regular or special, may be held by conference telephone or similar telephone communication equipment so long as all

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directors participating in the meeting can hear one another. All such directors participating in such a meeting shall be considered to be present in person at such meeting. An explanation of the action taken shall be posted in a prominent place within the Common Area within three days after the meeting.

7.12 Availability of Minutes. The minutes, minutes proposed for adoption that are marked to include draft status, or a summary of the minutes, of any meeting of the Board, other than an executive session, shall be available to Members within 30 days of the meeting. The minutes, proposed minutes or summary shall be distributed to any Member on request and on reimbursement of the Association's costs in making that distribution.

Members of the Association shall be notified in writing at the time that the pro forma operating budget described in Section 5.10 of the Declaration is distributed or at the time of any general meeting of all the Members of each Member's right to have copies of the minutes of the Board's meetings as authorized herein and how and where these minutes may be obtained.

ARTICLE 8 - Powers and Duties of the Board

8.1 Powers. The Board shall have all the powers conferred on the Association as set forth in the Declaration and these Bylaws except those powers expressly reserved to the Members and subject to the requirements to obtain approval of the Members before certain actions may be taken. In addition, the Board shall appoint and remove at its pleasure all officers, agents and employees of the Association and shall prescribe powers and duties for them that are consistent with the Declaration, the Articles, these Bylaws and any applicable laws.

8.2 Duties. The Board shall be responsible for the performance of the duties of the Association as set forth in the Declaration and shall supervise all officers, agents and employees of the Association for the proper performance of their duties.

8.3 Standard of Care. Each director shall perform his or her duties as a director, including the duties as a member of any committee of the Board on which a director serves in good faith, in a manner such director believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

8.4 Committees of the Board. The Board, by resolution adopted by a majority of the directors then in office, provided a quorum is present, may create one or more committees, each consisting of at least one director, provided that members of the Architectural Committee need not be directors. No committee may: (i) take any final action in any matter which under the Declaration or the California Nonprofit Mutual Benefit Corporation Law also requires approval of the Members or approval of a majority of the Members; (ii) fill vacancies on the Board or on any committee which has the authority of the Board; (iii) amend or repeal these Bylaws or adopt new bylaws; (iv) amend or repeal any resolution of the Board which by express terms is not so amendable or repealable; (v) appoint any other committees of the Board or the Members of those committees; or (vi) expend corporate funds to support a nominee for director after there are more nominees than can be elected.

The Board may adopt Rules for the governing of any committee not inconsistent with the provisions of these Bylaws; or in the absence of Rules adopted by the Board, the committee may adopt such rules.

8.5 Due Process Requirements. Before the Board imposes any monetary penalties (other than late fees on delinquent assessments) or suspension of membership rights or Common Area use

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privileges against any Member for failure to comply with the Declaration, these Bylaws or the Association Rules for reason other than a failure to pay assessments, the Board must act in good faith and satisfy the due process requirements set forth in **Section 5.6(iv)** of the Declaration.

8.6 Financial Review Requirements. The Board shall review on at least a quarterly basis a current reconciliation of the Association's operating and reserve accounts, the current year's actual reserve revenues and expenses compared to the current year's budget, and an income and expense statement from the Association's operating and reserve accounts. In addition, the Board shall review the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts.

ARTICLE 9 - Officers and Their Duties

9.1 Officers of the Association. The officers of the Association shall be a president, a secretary and a chief financial officer. The Association may also have, at the discretion of the Board, one or more vice presidents, one or more assistant secretaries, one or more assistant chief financial officers, and such other officers as may be appointed in accordance with the provisions of **Section 9.3** of these Bylaws. Any number of offices may be held by the same person.

9.2 Election of Officers. The officers, except those appointed under **Section 9.3** of these Bylaws, shall be chosen annually by the Board and shall serve at the pleasure of the Board. The Board shall appoint one of its directors as president and one as a chief financial officer; the other officers need not be directors.

9.3 Other Officers. The Board may appoint and may authorize the president or another officer to appoint any other officers that the Association may require. Each officer so appointed shall have the title, hold office for the period, and have the authority to perform the duties specified in these Bylaws as determined from time to time by the Board.

9.4 Removal or Resignation of Officers. Any officer may be removed with or without cause by the Board and also, if the officer is not chosen by the Board, by any officer on whom the Board may confer that power of removal. Any officer may resign at anytime by giving written notice to the Board. Any such resignation shall take effect as of the date the notice is received or at any later date specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

9.5 Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification or any other cause shall be filled in the manner provided in these Bylaws for regular appointments to the office, provided, however, that a vacancy need not be filled on an annual basis.

9.6 Duties. The duties of the officers shall be as follows:

(i) **President.** The president shall be the general manager and chief executive officer of the Association and generally supervise, direct and control the Association's activities, affairs and officers. The president shall preside at all meetings of Members and at all meetings of the Board. The president shall have such other powers and duties as prescribed by the Board or these Bylaws.

(ii) **Vice Presidents.** In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a vice president designated by the Board shall perform all of the duties of the president. When so acting, a vice president shall have all of the powers of and be subject to all of the restrictions on the president. The vice

president shall have such other powers and perform such other duties as prescribed by the Board or these Bylaws.

(iii) Secretary. The secretary shall keep or cause to be kept at the Association's principal office the following:

(a) a book of minutes of all meetings, proceedings and actions of the Board, committees of the Board and of meetings of Members. The minutes of meetings shall include the time and place of holding, whether annual, regular or special, and, if special, how authorized, the notice given, the names of those present at Board and committee meetings, and the number of Members present or represented at Members meetings;

(b) a copy of the Declaration, Articles and Bylaws as amended to date; and

(c) a record of the Members showing the names of all Members, their addresses, telephone numbers, and the class of memberships held by each.

Except as otherwise provided in these Bylaws, the secretary shall give or cause to be given the notices required by these Bylaws for meetings of members of the Board and of committees of the Board. The secretary shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

(iv) Chief Financial Officer. The chief financial officer shall keep and maintain or cause to be kept and maintained adequate and correct books and accounts of the properties and transactions of the Association and shall send or cause to be sent to the Members and directors such financial statements and reports as are required by law, the Declaration, these Bylaws or the Board. The books of account shall be open to the inspection by any director at all reasonable times.

The chief financial officer shall deposit or cause to be deposited all money and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board, shall disburse the funds of the Association as may be ordered by the Board, shall render to the president and the Board when requested an account of all transactions made on behalf of the Association and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

9.7 Joint Signatures. Unless the Board authorizes otherwise, any check or other negotiable instrument issued by the Association shall require the signatures of any of the following officers: the president, the chief financial officer, or the secretary, provided that under all circumstances the withdrawal of any money from the Association reserve account shall require the signatures of at least two people, who shall either be members of the Board, or one member of the Board and one officer who is not a member of the Board. For all purposes herein, "reserve accounts" shall mean money that the Association's Board has identified from its annual budget for use to defray the future repair of, replacement of, or additions to those major components that the Association is obliged to maintain.

9.8 Compensation. Officers shall not receive any compensation for any service rendered to the Association as an officer, provided that any officer may be reimbursed for actual out-of-pocket expenses reasonably incurred in the performance of his or her duties for which the officer received prior written approval or subsequently approved by the Board.

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ARTICLE 10 - Indemnification and Insurance

10.1 Indemnification. The Association shall indemnify any present or former director, officer, or employee, or other agent of the Association to the fullest extent authorized under Corporations Code section 7237 or any successor statute, and may advance to any such person funds to pay expenses that may be incurred in defending any action or proceeding on receipt of an undertaking by or on behalf of such person to repay the Association such amount unless it is ultimately determined that such person was entitled to indemnification hereunder.

Notwithstanding anything herein to the contrary, no modification or elimination of this provision shall be retroactive except to the extent the modification provides greater indemnification protection, and no modification or elimination shall be operative against any director, officers, employee or other agent serving in such capacity at the time the modification or elimination becomes effective until that person has received written notice of the modification or elimination except to the extent the modification provides greater protection.

10.2 Insurance. The Association shall have the power to purchase or maintain insurance on behalf of its agents, against any liability asserted against or incurred by any agent in such capacity arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under Section 10.1 of these Bylaws.

ARTICLE 11 - Amendments

11.1 Amending the Bylaws. If a two-class voting system is in effect, these Bylaws may be amended by a vote or written consent of a majority of the voting power of the Members of each class. If a one-class voting system is in effect, these Bylaws may be amended by the vote or written consent of a majority of the voting power of the Members and a majority of the voting power of the Members of the Association other than Declarant.

11.2 Amending the Articles. If the two-class voting system is in effect, the Articles may be amended by a vote or written consent of a majority of the Board and a majority of the voting power of the Members of each class. If a one-class voting system is in effect, the Articles may be amended by a majority vote of the Board, a majority of the voting power of the Members, and a majority of voting power of the Members other than Declarant.

11.3 Amendment Restrictions. Notwithstanding the amendment requirements contained in Sections 11.1 and 11.2 of these Bylaws, the percentage of the voting power of the Association, or of Members other than the Declarant necessary to amend a specific clause or provision in these Bylaws or the Articles, shall not be less than the prescribed percentage of affirmative votes required for action to be taken under the clause or provision; and, if applicable, any amendment to the Articles or Bylaws shall satisfy the requirements of Business and Professions Code section 11018.7 and any requirements set forth in the Declaration regarding the consent of first mortgagees.

ARTICLE 12 - General Provisions

12.1 Conflict with Declaration. If any of these Bylaws conflict with any provisions of the Declaration, the Declaration shall control to the extent of any such conflict.

12.2 Fiscal Year. Unless the Board determines otherwise, the fiscal year of the Association shall be a calendar year.

12.3 Records. The Association shall maintain the following records:

- (i) adequate and correct books and records of account;
- (ii) written minutes of the proceedings of its Members, Board and committees of the Board, and
- (iii) a record of its Members giving their names, mailing addresses, telephone numbers and the class of memberships held by each. The Association shall keep at its principal office the original or a copy of the Declaration, the Articles, and these Bylaws as amended to date, which shall be open to inspection by the Members at all reasonable times during office hours.

12.4 Inspection Rights. Any Member or any Member's duly-appointed representative shall have access to the Association membership register (including mailing addresses and telephone numbers), books of account, and minutes from any meeting of the Members, the Board and any committee of the Board in order to inspect or copy such records for any purposes reasonably related to his or her interest as a Member. Access shall be at any reasonable time at the office of the Association or at such other place within the Development as the Board prescribes. The Board shall establish Rules regarding the Notice the Member must give to the custodian of the records to obtain access, the hours and days of the week when the records may be inspected and copied, and the charges imposed by the Association for copying records requested by the Member. Any Member, at any reasonable time, may inspect, copy or make extracts of any books, records and documents of the Association and inspect the physical properties owned or controlled by the Association.

Notwithstanding the foregoing, the Association may provide an alternative method to the foregoing inspection rights pursuant to Corporations Code section 8330(c), and the Association retains the rights described in Corporations Code sections 8331 and 8332.

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CERTIFICATE OF SECRETARY

I certify that:

I am the duly-elected and acting Secretary of Residences at Adobe Hills Association, a California nonprofit mutual benefit corporation; and the foregoing Bylaws are the Bylaws of this Corporation as adopted by the incorporator on September 9, 2003. They have not been amended or modified since that date.

This certificate is executed on September 9, 2003, at
Oakland, California.

Quintin McMahon, Secretary

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WE HEREBY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL
DOCUMENT RECORDED.

SUPT. #3, 8003

SERIES # 8003-559847
OF OFFICIAL RECORDS.

Alameda COUNTY,
OLD REPUBLIC TITLE CO.

BY JG

WHEN RECORDED, RETURN TO:

JEFFREY G. WAGNER
Law Office of Jeffrey G. Wagner
1777 N. California Blvd., Suite 200
Walnut Creek, CA 94596-4180

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RESIDENCES AT ADOBE HILLS

DECLARATION

OF

RESTRICTIONS (CC&Rs)

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

This Declaration contains alternative dispute resolution procedures that include a waiver of a trial by a jury. See the Claims Procedure in Exhibit C. You are advised to read these procedures carefully and consult with legal counsel if you have any questions.

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Order Date: 01-07-2022
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RESIDENCES AT ADOBE HILLS

DECLARATION

OF

RESTRICTIONS (CC&Rs)

TABLE OF CONTENTS

ARTICLE 1 - Definitions

| | | |
|------|--|---|
| 1.1 | Architectural Committee or Committee | 1 |
| 1.2 | Articles | 1 |
| 1.3 | Association | 1 |
| 1.4 | Association Property | 1 |
| 1.5 | Board | 1 |
| 1.6 | Bylaws | 1 |
| 1.7 | Common Area | 2 |
| 1.8 | Condominium | 2 |
| 1.9 | Condominium Building | 2 |
| 1.10 | Condominium Plan | 2 |
| 1.11 | Declarant | 2 |
| 1.12 | Declaration | 2 |
| 1.13 | Development | 2 |
| 1.14 | Exclusive Use Common Area | 2 |
| 1.15 | Governing Documents | 2 |
| 1.16 | Improvements | 2 |
| 1.17 | Map | 3 |
| 1.18 | Member | 3 |
| 1.19 | Mortgage | 3 |
| 1.20 | Mortgagee | 3 |
| 1.21 | Owner | 3 |
| 1.22 | Person | 3 |
| 1.23 | Property | 3 |
| 1.24 | Rules | 3 |
| 1.25 | Unit | 3 |

ARTICLE 2 - Property Rights and Easements

| | | |
|------|--|---|
| 2.1 | Type of Development | 3 |
| 2.2 | Condominium | 3 |
| 2.3 | Common Area and Association Property Rights | 4 |
| 2.4 | Encroachment Easement | 4 |
| 2.5 | Other Rights | 4 |
| 2.6 | Appurtenant Rights | 4 |
| 2.7 | Reservation of Rights | 4 |
| 2.8 | Authority Over Common Area and/or Association Property | 4 |
| 2.9 | Delegation of Use Rights | 5 |
| 2.10 | Exclusive Use Common Area | 5 |
| 2.11 | Restrictions on Partition | 6 |
| 2.12 | Conveyance of Association Property | 6 |
| 2.13 | Assignment of Storage Spaces | 6 |

| | | |
|---|---|----|
| ARTICLE 3 - Restrictions | | |
| 3.1 | Residential Use | 6 |
| 3.2 | Renting | 7 |
| 3.3 | Nuisance | 7 |
| 3.4 | Vehicle and Parking Restrictions | 7 |
| 3.5 | Towing Authority | 8 |
| 3.6 | Animals | 8 |
| 3.7 | Television or Radio Equipment | 9 |
| 3.8 | Signs | 9 |
| 3.9 | Clothesline | 9 |
| 3.10 | Window Coverings | 9 |
| 3.11 | Alterations, Modifications or Additions | 10 |
| 3.12 | Compliance with Law | 10 |
| 3.13 | Moving In/Out and Contractor Rules | 10 |
| 3.14 | Noise Restrictions | 10 |
| 3.15 | Smoking Restrictions | 10 |
| 3.16 | Sound Transmissions | 10 |
| ARTICLE 4 - Maintenance and Repair Obligations | | |
| 4.1 | Owner's Maintenance and Repair Obligations | 10 |
| 4.2 | Association's Maintenance, Repair and Landscaping Obligations | 11 |
| 4.3 | Maintenance Responsibility List | 12 |
| 4.4 | Inspection and Maintenance Guidelines | 12 |
| 4.5 | Trash Removal | 12 |
| 4.6 | Cooperation and Access | 12 |
| 4.7 | Reimbursement and Indemnification | 13 |
| ARTICLE 5 - The Association | | |
| 5.1 | Formation of the Association | 13 |
| 5.2 | Governing Body | 13 |
| 5.3 | Membership | 13 |
| 5.4 | Membership Classes and Voting Rights | 13 |
| 5.5 | Joint Ownership Votes | 14 |
| 5.6 | Powers of the Association | 14 |
| 5.7 | Duties of the Association | 16 |
| 5.8 | Taxes and Assessments | 16 |
| 5.9 | Utility Service to the Common Area and Association Property | 16 |
| 5.10 | Reporting Requirements | 16 |
| 5.11 | Limitations on Authority of the Board. | 19 |
| 5.12 | Notice of Significant Legal Proceedings | 20 |
| ARTICLE 6 - Assessments | | |
| 6.1 | Obligations to Pay Assessments | 20 |
| 6.2 | Annual Regular Assessment | 21 |
| 6.3 | Reserves, Reserve Accounts and Reserves Study | 21 |
| 6.4 | Special Assessments | 22 |
| 6.5 | Reimbursement Assessments | 22 |
| 6.6 | Assessment Increase Restrictions | 23 |
| 6.7 | Commencement of Regular Assessments | 23 |
| 6.8 | Due Dates of Assessments | 23 |
| 6.9 | Allocation of Regular and Special Assessments | 24 |
| 6.10 | Enforcement of Delinquent Assessments | 24 |
| 6.11 | Estoppel Certificate | 26 |
| ARTICLE 7 - Architectural Review | | |
| 7.1 | Architectural Committee | 26 |
| 7.2 | Approval | 27 |

| | | |
|---|--|----|
| 7.3 | Completion of Work | 27 |
| 7.4 | Non-liability | 28 |
| 7.5 | Enforcement | 28 |
| 7.6 | Board's Authority | 28 |
| 7.7 | Governmental Approval | 28 |
| 7.8 | Declarant Exemption | 28 |
| ARTICLE 8 - Insurance | | |
| 8.1 | Liability Insurance | 28 |
| 8.2 | Association Property Insurance | 29 |
| 8.3 | Cancellation | 29 |
| 8.4 | Board's Authority to Revise Insurance Coverage | 29 |
| 8.5 | Periodic Insurance Review | 30 |
| 8.6 | FNMA and FHLMC Requirements | 30 |
| 8.7 | Insurance Trustee | 30 |
| 8.8 | Owners' Property Insurance | 30 |
| 8.9 | Other Insurance | 30 |
| ARTICLE 9 - Damage, Destruction or Condemnation | | |
| 9.1 | Restoration Defined | 31 |
| 9.2 | Insured Casualty | 31 |
| 9.3 | Inadequate Insurance Proceeds or Uninsured Loss | 31 |
| 9.4 | Additional Special Assessment | 31 |
| 9.5 | Alternative Reconstruction | 31 |
| 9.6 | Sale of Building | 31 |
| 9.7 | Restoration of Partition Rights | 32 |
| 9.8 | Rebuilding Contract | 32 |
| 9.9 | Authority to Effect Changes | 32 |
| 9.10 | Condemnation | 33 |
| 9.11 | Dispute Resolution | 34 |
| ARTICLE 10 - Rights of Mortgagees | | |
| 10.1 | Lender Definitions | 34 |
| 10.2 | Encumbrance | 34 |
| 10.3 | Rights of Institutional Mortgagees | 34 |
| 10.4 | Subordination | 34 |
| 10.5 | Breaches | 35 |
| 10.6 | Special Voting Requirements | 35 |
| 10.7 | Distribution of Insurance and Condemnation Proceed | 36 |
| 10.8 | Use of Amenities | 36 |
| 10.9 | Mortgagee Notice | 36 |
| 10.10 | Tax Payments | 37 |
| 10.11 | Right of First Refusal | 37 |
| 10.12 | Professional Management Contracts | 37 |
| 10.13 | Audited Financial Statements | 37 |
| 10.14 | Inspection of Governing Documents | 37 |
| ARTICLE 11 - Amendments | | |
| 11.1 | Amendment Before Close of First Sale | 37 |
| 11.2 | Amendment After Close of First Sale | 37 |
| 11.3 | Amendment of the Condominium Plan | 38 |
| 11.4 | Special Amendment Requirements | 38 |
| ARTICLE 12 - Declarant Claim Procedures | | |
| Order Date: 01-07-2022 Address: 39224 Guardino Dr Apt 202 Document not for resale HomeWiseDocs | | |
| ARTICLE 13 - Miscellaneous Provisions | | |
| 13.1 | Headings | 38 |

1.7 Common Area. The element of a Condominium that is owned in undivided interests in common, consisting of the Condominium Building in which the Condominium is located as shown on the Condominium Plan but excluding the Units located therein. The Common Area for each Condominium Building is separate and distinct so that the Owner of an undivided interest in the Common Area owns an undivided interest only in the Common Area of the Condominium Building in which the Owner's Unit is located and in no other Condominium Building. The Common Area of each Condominium Building includes the following Improvements that are situated within the Condominium Building envelope shown on the Condominium Plan: foundations; structural beams; columns; exterior walls and trim; windows; roofs; exterior doors; elevator system; bearing walls; sprinklers; sprinkler pipes and sprinkler vents (including portions that protrude into the Unit); exterior staircases; life safety systems; reservoirs; tanks; pumps; meters; ducts; flues; chutes; conduits; pipes; plumbing; wires; and other utilities (except the Improvements located within the boundaries of a Unit); and all other Improvements permanently affixed to the Condominium Building except the Improvements located within the boundaries of a Unit as described in Section 1.25 and except the portion of any Improvements (such as elevator systems) that extend into the Association Property.

1.8 Condominium. A fee title estate in real property as defined in Civil Code section 1351(f) consisting of two elements: (i) a separate interest in space, called a "Unit" as described in Section 1.25, and (ii) an undivided interest in common in all or a portion of the Common Area as described in Section 1.7.

1.9 Condominium Building. The building, land, airspace, and all other Improvements located within the three-dimensional condominium building envelope shown on the Plan, including any Improvement permanently affixed to the Condominium Building structure regardless of whether the Improvement is located in whole or in part outside the Condominium Building envelope. The Condominium Building does not include the land, the garage underneath, the airspace or any other Improvements situated outside the Condominium Building envelope as shown on the Plan unless the Improvement (such as a deck) is permanently affixed to the building located within the envelope, provided that the portion of any Improvement that extends into the Association Property, such as elevator systems, flues, ducts or utility pipes or other equipment is part of the Association Property and not the Condominium Building. These items are part of the Association Property as described in Section 1.4. Each Condominium Building separately numbered as a Condominium Building on the Condominium Plan is a separate Condominium Building.

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

1.11 Declarant. Mission Wells II Condominiums, LLC, a California limited liability company, or any successor or assign that assumes in writing all or a portion of the rights and duties of the Declarant hereunder. There may be more than one Declarant.

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

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

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

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

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

Order: MG99GJ3ST

Address: 20221 Linda Dr Apt 202

Order Date: 01-07-2022

Document not for resale

HomeWiseDocs

1.17 Map. The subdivision map entitled "Tract 5807" filed for record in Alameda County, California, on January 13, 1989, in Book 181 of Maps at pages 49 through 51.

1.18 Member. A member of the Association.

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

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

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

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

1.23 Property. Lot 1 shown on the Map, together with all Improvements thereon.

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

1.25 Unit. The element of a Condominium that is owned separately, consisting of a separate interest in space, the boundaries of which are described as the area designated "unit" in the Condominium Plan. The dimensions of the Unit are measured from the interior unfinished surfaces of the perimeter walls, floor, ceiling, windows, window frames, and perimeter doors and door frames, provided that the Unit includes the paint on the interior surfaces, wallpaper, paneling, outlets, stain, tile, carpet and other finishes. The Unit does not include any bearing wall or other structure member necessary to the support or structural rigidity of any portion of the Common Area except that the finished surfaces shall be part of the Unit. The Unit does not include any vents, shafts, ducts or columns containing utilities that provide utility service to any other Unit. The Unit includes all Improvements and personal property situated within its boundaries, including, but not limited to, interior walls (except interior bearing walls), appliances, cabinets, interior doors, and all electrical, heating, plumbing and other utility fixtures. Any utility fixtures that are located partially within the Unit and partially in the Common Area, such as electrical outlets, and that exclusively serve the Unit are part of the Unit. Areas within a dropped ceiling that contain utilities that serve two or more Condominiums are Common Area and not part of the Unit. In interpreting deeds and plans, the existing physical boundaries of the Unit or Unit reconstructed in substantial accordance with the original plan shall be conclusively presumed to be its boundaries, rather than the description expressed in the Condominium Plan or any other recorded document, regardless of minor variances between boundaries shown on the Condominium Plan or in any other recorded document and those of the Building and regardless of settling or lateral movement of the Building.

ARTICLE 2 - Property Rights and Easements

2.1 Type of Development. This Development is a condominium project within the meaning of Civil Code section 1351(f) and consists of 167 Condominiums and Association Property.

2.2 Condominium. Each Owner owns a fee title interest in a Condominium consisting of a separate interest in a Unit as defined in Section 1.25 and an undivided equal interest in common in the Common Area described in Section 1.7 of the Condominium Building in which the Owner's Unit is located. No Owner shall have any interest in any Condominium Building other than the Condominium Building in which the Owner's Unit is located. In addition, each Owner is a Member of the Association. The Association owns the fee title interest in the Association Property.

The Unit and the Common Area appurtenant thereto may not be separated. Any transfer of a Unit automatically shall transfer the Common Area appurtenant thereto regardless of whether the instrument of

transfer describes the Common Area. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Area shall be void unless the Unit appurtenant thereto is also transferred.

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

2.4 Encroachment Easement. Each Condominium, or portion thereof, and the Association Property as the dominant tenement has an easement over any other Condominium, or portion thereof, or Association Property as the servient tenement for the purpose of accommodating any encroachment of roof overhangs, porches, decks, staircases, windows, chimneys or other Condominium Building Improvements resulting from the original construction of the Improvements, settlement or shifting of structures, or minor construction changes during the course of construction, and any encroachment authorized under **Section 2.8**. The extent of the encroachment easement shall be the location of the encroaching structure as originally constructed by Declarant. If a structure is partially or totally destroyed, the structure may be repaired or rebuilt in accordance with the original plans, including the replacement of any encroaching Improvement.

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

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

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

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

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

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

(iv) the right of the Association to suspend an Owner's right to use any recreational facilities as described in **Section 5.6**; limit the number of guests to use any Association Property; adopt and enforce the Rules; and assign, rent, license or otherwise designate and control the use of any recreational facilities located on the Association Property; and

(v) the rights reserved in Sections 2.8, 2.10, 9.9 and 13.11.

2.8 Authority Over Common Area and/or Association Property. The Board or Declarant (as long as Declarant owns 25% or more of the Condominiums in the Development) shall have the power and the right

in the name of the Association and all of the Owners as their attorney-in-fact to grant, convey or otherwise transfer to any Owner or any other Person fee title, easements, leasehold estates, exclusive use easements or rights, licenses, lot-line adjustments, rights-of-way and/or dedications in, on, over or under the Common Area and/or Association Property or other property interests in order to: (i) construct, erect, operate, maintain or replace lines, cables, wires, conduits or other devices for electricity, cable television, internet services, fiber optics, telecommunication equipment, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any similar public or quasi-public Improvements or facilities; (ii) accommodate any encroachment that in the sole discretion of the Board or Declarant does not unreasonably interfere with the use and enjoyment of the Common Area and/or Association Property; or (iii) accomplish any other purpose that in the sole discretion of the Board or Declarant is in the interest of the Association and its Members and does not unreasonably interfere with the use and enjoyment of the Common Area and/or Association Property. Each Owner in accepting a deed to a Condominium expressly consents to such action and authorizes and appoints the Association and Declarant (as long as Declarant owns 25% or more of the Condominiums in the Development) as attorney-in-fact of such Owner to execute and deliver all documents and interests to accomplish the action, including, but not limited to, grant deeds, easements, subdivision maps, and lot-line adjustments. Notwithstanding anything herein to the contrary, in no event shall the Board or Declarant take any action authorized hereunder that would permanently and unreasonably interfere with the use, occupancy and enjoyment by any Owner of his or her Condominium or any Exclusive Use Common Area and/or Association Property without the prior written consent of that Owner. Furthermore, the conveyance of fee title to any portion of the Common Area as authorized in this Section 2.8 (other than conveyances made as a part of lot-line adjustments) shall require the consent of a majority of the total voting power of the Association other than Declarant and such consent of the Mortgagors as may be required by Article 10.

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

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

2.10 Exclusive Use Common Area. Portions of the Common Area and Association Property are set aside for the exclusive use of the occupants of certain Units and constitute Exclusive Use Common Areas. The areas shown on the Condominium Plan with the designation "balcony" are set aside for the exclusive use of the occupants of the Unit immediately adjacent to the balcony and accessible from that Unit. The maximum height of each Exclusive Use Common Area balcony is 8 feet as measured from the finished surface of the balcony.

In addition, each Condominium will be assigned the exclusive use of at least one parking space as an Exclusive Use Common Area parking space. The assignment shall be made by Declarant in the initial grant deeds or by another recorded instrument of assignment. Declarant's rights to assign parking spaces shall terminate on the second anniversary of the closing date of the last Condominium sold by Declarant in the Development or the fifth anniversary of the date this Declaration was originally recorded in the records of Alameda County, California, whichever occurs first. Any unassigned areas as of that date shall remain unassigned and the Board may regulate the use of the areas, including the right to license the exclusive use on a temporary basis to occupants of Condominiums in the Development.

No parking space may be rented, licensed or transferred for use by any Person other than an occupant of the Development. A Condominium Owner may enter into an agreement with the Owner or occupant of another Condominium for the temporary use of a space by the occupant of the other Unit. The agreement shall be a license only and shall not transfer any other interest in the space. Each license must be on a month-to-month basis, terminated on no later than 30 days' prior notice by the Condominium Owner.

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

The right to use any Exclusive Use Common Area may not be transferred to any Person other than to an occupant of the Condominium for use in connection with the occupancy of the Condominium. Any authorized use transfer shall be a license only and shall not transfer any other interest in the Exclusive Use Common Area, which shall remain appurtenant to the Condominium to which it is assigned.

2.11 Restrictions on Partition. Except as authorized in Sections 2.8, 9.7 and 9.9, the Common Area and Association Property shall remain undivided, and there shall be no judicial partition thereof except as may be authorized by Civil Code section 1359 or any successor statute thereto.

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

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

2.13 Assignment of Storage Spaces. The Development contains 167 storage spaces. The Association shall assign to each Condominium the exclusive right to use one storage space. The Board may adopt rules regulating the assignment procedure and the use of the storage spaces.

Order MC99C-JAST

ARTICLE 3 - Restrictions

Address: 39224 Guardino Dr Apt 202

Order Date: 01-07-2022

3.1 Residential Use. Each Condominium shall be used for residential purposes only; and no part of the Development shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purpose. Notwithstanding the foregoing, Owners or occupants of the Condominiums may use a room or rooms in the residence as an office, provided that the primary use of the Condominium is as a residence, no advertising or

signage is used in any manner in connection with the office use, no customers, clients or patients enter the Condominium on any regular basis, and the use is in compliance with all local ordinances. The Board shall have the authority to adopt Rules regarding the use of offices within the Development in order to maintain the residential characteristics of the Development. The use of Condominiums or other Improvements in the Development by the Declarant or its designees as models and sales and construction offices for purposes of developing, improving and selling the Condominiums in the Development shall not be a violation of this restriction, provided that such use shall terminate no later than three years after the date of recordation of this Declaration.

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

(i) the rental agreement must be in writing;

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

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

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

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

3.4 Vehicle and Parking Restrictions. No mobile home, camper or recreational vehicle, boat, truck or similar equipment shall be parked anywhere within the Development. For purposes herein, "truck" does not include a pickup truck that does not exceed three-quarter ton or a sports utility vehicle. In addition, trucks may park on a temporary basis while in the process of loading or unloading.

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

Garage access and assigned parking spaces may not be sufficient in size to accommodate larger vehicles, including in particular sports utility vehicles, vans and mini-cars. It is each Owner's sole responsibility to confirm that the garage is accessible for the Owner's vehicle(s), that the Owner's vehicle(s) can fit within the Owner's assigned parking space(s) and that the Owner's vehicle can comply with the restrictions contained herein.

No unregistered automobiles, no automobiles with expired licenses and no inoperable automobiles may be parked in the garage. There shall be no maintenance (other than vehicle washing and cleaning) or repairs (including oil or battery changing) performed on any automobile except for any emergency repairs that are necessary in order to remove the vehicle to a proper repair facility. Parking stalls are to be used for parking of permitted vehicles only and shall not be used for storage or other purposes.

The Board reserves the right to adopt Rules regulating the use and operation of the garage, provided that the Rules are consistent with the restrictions set forth in this Declaration.

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

The Association may cause the removal of any vehicle wrongfully parked within the Development, including a vehicle owned by an occupant. If the identity of the registered owner of the vehicle is known or readily ascertainable, the President of the Association or his or her designee, within a reasonable time thereafter, shall notify the owner of the removal in writing by personal delivery or first-class mail. In addition, notice of the removal shall be given to the local traffic law enforcement agency immediately after the vehicle has been removed. The notice shall include a description of the vehicle, the license plate number, and the address from where the vehicle was removed. If the identity of the owner is not known or readily ascertainable and the vehicle has not been returned to the owner within 120 hours after its removal, the Association immediately shall send or cause to be sent a written report of the removal by mail to the California Department of Justice in Sacramento, California, and shall file a copy of the notice with the proprietor of the public garage in which the vehicle was stored. The report shall be made on a form furnished by the Department of Justice and shall include a complete description of the vehicle, the date, time and place from which the vehicle was removed, the amount of mileage on the vehicle at the time of removal, grounds for removal, and the name of the garage or place where the vehicle is stored. Notwithstanding the foregoing, the Association may cause the removal, without notice, of any vehicle parked in a marked fire lane, within 15 feet of a fire hydrant, in a parking space designated for handicapped without proper authority, or parked in a manner which interferes with any entrance to, or exit from, the Development or any Condominium, parking space or garage located thereon. The Association shall not be liable for any damages incurred by the vehicle owner because of the removal in compliance with this Section 3.5 or for any damage to the vehicle caused by the removal unless such damage resulted from the intentional act of any agent of the Association. If requested by the owner of the vehicle, the Association shall state the grounds for the removal of the vehicle.

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

3.6 Animals. Normal and customary household pets may be maintained within the Development in compliance with all local ordinances and the following conditions:

- (i) there shall be no more than two dogs; two cats; or one dog and one cat maintained by the occupants of any one residence unless otherwise authorized in writing by the Board;
- (ii) no animal shall be maintained for any commercial purposes;
- (iii) Owners shall clean up immediately after their pets;
- (iv) no dogs shall be allowed in the elevator at anytime other than guide dogs for the visually impaired;
- (v) dogs shall be on a leash at all times while within the Common Area;
- (vi) the use of the Common Area by pets shall be subject to such Rules as may be adopted by the Board;
- (vii) after making a reasonable attempt to notify the Owner, the Association or any Owner may cause any unleashed animal found within the Common Area to be removed to a pound or animal shelter by calling the appropriate authorities. The Owner shall be responsible for all payments required to repossess the animal;

(viii) each Owner authorizing, bringing or keeping a pet within the Development shall be liable to other Owners, their family members, guests, invitees, tenants and contract purchasers, and their respective family members, guests and invitees, for any damage to persons or property proximately caused by any pet brought upon or kept within the Development by that Owner or by members of his or her family, guests or invitees;

(ix) Owners are required to inform the Association of the type of breed of pet upon commencement of occupancy and provide the Association with proof of rabies vaccination; and

(x) In no event shall any Owner authorize, bring or keep within the Development (a) any pit bull, rottweiler, doberman pinscher, mastiff, canaria presa, or any other breed known as a "fighting breed" or any dog being a mix thereof; or (b) any snakes, pigs, large lizards, spiders, rats or vermin.

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

3.7 Television or Radio Equipment. No television, video or radio poles, antennae, satellite dishes, cables or other transmission and/or reception fixtures or personal property (individually and collectively the "Antenna Equipment") shall be installed or maintained on any Condominium except as follows:

(i) Antenna Equipment that is one meter or less in length or diameter or diagonal measurement, provided that the location, color and screening requirements shall be in accordance with any guidelines imposed by the Architectural Committee, which guidelines shall comply with applicable State and federal laws regulating restrictions on Antenna Equipment; and

(ii) Antenna Equipment not covered under subparagraph (i) above, the installation of which is approved in advance by the Architectural Committee in accordance with the procedures described in Article 7.

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

3.8 Signs. Subject to the provisions of Section 13.11, no sign of any kind shall be displayed from any Condominium that is visible from any other Condominium except the following:

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

(ii) any sign of a political nature, provided the sign is placed inside a window; or

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

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

3.10 Window Coverings. If the interior surfaces of windows are covered, the windows shall be covered with normal and customary window coverings such as curtains, drapes, shutters or blinds. In no event, temporarily or otherwise, shall any window (including entry door sidelights) be covered with paper, bed sheets or towels of any kind. The exterior side of window coverings shall be white or off-white unless approved otherwise in writing by the Architectural Committee. No exterior window coverings shall be permitted.

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

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

3.13 Moving In/Out and Contractor Rules. The Board may adopt Rules regulating the moving of property in and out of a Condominium and regulating delivery of materials, supplies, packages, construction work hours, and means of ingress and egress to and from the Condominium. The Rules may include, but are not limited to, Rules regarding the times during which moving in or out may occur, coordination of two or more moves occurring within the same time period, protection for the elevator cabs, disposal of moving boxes, and the posting of collateral to pay for damage to the Common Area.

3.14 Noise Restrictions. Excessive noise shall be prohibited at all times. The proximity of living, working and commercial areas dictates that common sense, good judgment and consideration should be used by Owners and their guests at all times so as to avoid conflict over noise.

3.15 Smoking Restrictions. Smoking shall not be permitted in the Common Area, hallways or elevators at anytime.

3.16 Sound Transmissions. No Unit shall be altered in any manner that would increase sound transmissions, resonances or reverberations to any adjoining or other Unit, including, but not limited to, the replacement, modification or penetration of any flooring or floor covering, ceiling or wall or the penetration of any wall, floor or ceiling that increases sound transmissions, resonances or reverberations to any other Unit. All floors in any Unit situated above another Unit shall be covered with carpets and carpet pads or an equivalent form of noise insulation material except the kitchens, bathrooms, entry areas, and such other areas as may be approved by the Architectural Committee. The Committee shall not grant approval unless the installation includes an appropriate level of acoustical separation designed and approved by a licensed engineer competent in acoustics to ensure that the floor will not increase sound transmissions, resonances or reverberations to any other Unit.

ARTICLE 4 - Maintenance and Repair Obligations

4.1 Owner's Maintenance and Repair Obligations. Each Owner shall maintain his or her Unit and all Improvements therein in good condition and repair at all times, including, but not limited to, interior doors and walls (including exterior surfaces of bearing walls located within the Unit), floors, cabinets, appliances, and all electrical, heating, plumbing and other utility fixtures situated within the Unit or partially within the Unit and partially within the Common Area and exclusively serving the Unit, such as electrical outlets. Each Owner, at that Owner's cost, shall periodically clean, maintain and repair any windows, fireplace, chimney, flue, exterior door hardware, and screens and screen doors that serve the Owner's Unit, including repair or replacement of any window, exterior door hardware, screens or screen door. If damage to any of the foregoing is covered by insurance maintained by the Association, the Association, on request from the Owner, shall submit an appropriate claim if the claim exceeds the deductible and shall remit any available insurance proceeds to the Owner on receipt of satisfactory evidence that the proceeds are or will be used for repair. Any deductible amount shall be borne by the Owner. The Association shall repair any damage to any exterior doors serving a Unit (other than the hardware thereon), provided that if the damage is covered by insurance maintained by the Association, the Owner shall be responsible for paying any deductible amount. Each Owner shall maintain any Exclusive Use Common Areas appurtenant to that Owner's Condominium in a neat and clean condition at all times. Unless the Association elects to provide chimney sweeping services, each Owner shall have the chimney that services the Owner's Unit swept periodically and no less than one time every two years.

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

In order to reduce the presence of molds, fungi, spores, pollens, other botanical substances, or other allergens within the Unit (collectively "Mold"), Owners shall perform each of the following steps: (i) inspect the Unit (both exterior and interior) not less frequently than once each quarter to check for water leaks or other breaches of the watertight integrity of the Unit and for the presence of Mold; (ii) if any water leaks and/or Mold are detected, immediately take appropriate corrective steps to repair the leak and/or remove the Mold; (iii) maintain proper ventilation (particularly in bathrooms) and humidity levels to reduce the risk of Mold growth; (iv) periodically inspect refrigerator condensation pans, air conditioners (if applicable), and any other water-retaining appliances for the presence of Mold; (v) avoid carpeting or similar types of floor covering in bathrooms that may be conducive to Mold growth; (vi) replace heating and air conditioning filters not less frequently than quarterly or as recommended by the manufacturer; and (vii) take such other prudent steps as may be appropriate to prevent Mold growth or eliminate any existing Mold.

In addition to the foregoing, each Owner shall comply with each of the following in performing the Owner's maintenance obligations: (i) the Guidelines described in **Section 4.4**; and (ii) commonly-accepted homeowners' maintenance obligations.

Any electrical wiring, plumbing pipes, drains, flues, heating ducts or other utility equipment that exclusively serves one Unit but is located in the Common Area shall be maintained and repaired by the Association; however, the maintenance, repair and/or replacement costs shall be paid by the Owner of the Unit. If the Owner fails to pay the cost, the Association may levy a reimbursement assessment against the Owner's Condominium. If the utility equipment serves two or more Units, the costs shall be borne by the Association. If the maintenance, repair and/or replacement involves equipment that exclusively benefits one Unit and equipment that benefits two or more Units, the Board shall allocate the cost between the Unit Owner and the Association in a fair and equitable manner.

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

4.2 Association's Maintenance, Repair and Landscaping Obligations. The Association shall maintain in good condition and repair at all times the Common Area and the Association Property, including, but not limited to, foundations, siding, trim, roofs, exterior doors (other than the hardware thereon), decks, balconies, exterior staircases, elevators, trash collection areas, walkways, hallways, garages, recreational facilities; and landscaping.

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

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

In order to reduce the presence of molds, fungi, spores, pollens, other botanical substances, or other allergens within the Association Property and Common Area (collectively "Mold"), the Association shall perform each of the following steps: (i) Inspect the Association Property and Common Area Improvements (both exterior and interior) not less frequently than once each quarter to check for water leaks or other breaches of the watertight integrity of the Improvements and for the presence of Mold; (ii) if any water leaks

and/or Mold are detected, immediately take appropriate corrective steps to repair the leak and/or remove the Mold; (iii) maintain proper ventilation within enclosed areas and humidity levels to reduce the risk of Mold growth; (iv) periodically inspect any water-retaining equipment for the presence of Mold; (v) periodically inspect the irrigation system to ensure proper water and to correct any leaks and/or misdirected or excessive watering; (vi) periodically inspect the ground surface around the foundation to ensure no water is pooling around or from the foundation; (vii) maintain rain gutters in a clean and proper operating condition at all times; and (viii) take such other prudent steps as may be appropriate to prevent Mold growth or eliminate any existing Mold.

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

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

4.3 Maintenance Responsibility List. Attached to this Declaration as Appendix I is a list that identifies whether the Association or the Condominium Owner is responsible for the maintenance and repair of certain items located in or in close proximity to a Unit. The purpose of this List is to identify certain items maintained either by the Association or the Owner as described in **Section 4.1 and 4.3**. It is not intended to change the allocations. The Board from time to time may update Appendix I by recording an amended Appendix I in the records of Alameda County, California. The consent of the Members is not required as long as the allocation of the maintenance and repair responsibilities as reflected in the amended Appendix I is consistent with the allocation responsibilities described in **Sections 4.1 and 4.3**.

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

The Board periodically and at least once every three years shall review and update the inspection and maintenance guidelines, which may be done in conjunction with the preparation of the reserves study described in **Section 6.3**.

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

4.5 Trash Removal. Each Condominium Owner shall be responsible for the removal of all the trash and refuse from that Owner's Unit to the central collection points located within the Development for trash collection. All trash placed in the trash chute must be fully sealed in a leakproof stable plastic bag that does not exceed 18 inches in diameter. The use of trash chutes shall be limited to the hours of 7:00 a.m. to 10:00 p.m. Except for designated trash areas, no portion of the Common Area shall be used to dump or store, even temporarily, rubbish, trash, garbage or other refuse. Except for materials to be recycled, all rubbish, trash, garbage or other refuse shall not be left in the trash rooms, but shall be placed in the trash chutes.

The Board may adopt Rules regulating the trash collection site(s) and, if established, the use and location of recycling bins.

4.6 Cooperation and Access. Each Owner and occupant shall fully cooperate with the agents of the Association in the performance of the Association's maintenance and repair obligations described in **Section 4.3** above. Such cooperation shall include, but is not limited to, immediate notification to the Board or its managing agent of any maintenance or repair problems for which the Association is responsible and access to

the Owner or occupant's Condominium and Exclusive Use Common Area as may be necessary to inspect and, if appropriate, to perform any necessary maintenance or repairs.

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

In the event of any water leak or overflow from any Unit that damages any Common Area or other Unit, the Owner and occupants of the Unit that is the source of the water leak or overflow (the "Responsible Owner") shall cooperate with the Association in the inspection and correction of the problem. Cooperation shall include access to the Unit to inspect and to correct the problem and/or repair any damage. The Responsible Owner shall reimburse the Association for its repair cost to the extent the cost is not paid through insurance maintained by the Association, and the Association may levy a reimbursement assessment to recover the cost. If the damage may be covered by insurance maintained by the Association, the Association shall submit an appropriate claim. Any deductible amount shall be paid by the Responsible Owner.

ARTICLE 5 - The Association

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

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

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

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

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

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

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

(a) the total outstanding votes held by the Class A Members equal to the total outstanding votes held by the Class B Members; or

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

Voting rights shall vest at the time that assessments are levied against the Owner's Condominium.

Except as set forth below, all matters requiring the approval of the Members shall be approved if: (i) approved by a majority of the votes cast either in person or by proxy at a duly-held regular or special meeting at which a quorum was present, (ii) approved by a majority of the written ballots cast in compliance with the requirements of Corporations Code section 7513 or any successor statute thereto; or (iii) approved by unanimous written consent of all the Members. Notwithstanding the foregoing, approval by the Members shall be subject to each of the following:

(1) Two Membership Classes. As long as two classes of voting membership exist, any action by the Association that requires approval by the Members shall require approval by the members of each class.

(2) Single Membership Class/Declarant-Owned Condominiums. If one class of voting membership exists and Declarant owns any Condominiums, any action by the Association that requires approval by the Members shall require approval by the Members including Declarant's vote(s) and approval by the Members excluding Declarant's votes.

(3) Greater Than a Majority. If, under the terms of this Declaration, a particular action requires approval by more than a majority, the action shall be approved by the Members only if the required percentage of votes approves the action.

(4) Amendments. Member approval requirements for any amendments to the Declaration, Bylaws or Articles shall comply with the amendment requirements set forth in the applicable document.

(5) Legal Requirements. If the voting requirements and/or procedures conflict with any applicable statutory requirements, the statutory requirements shall control.

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

5.6 Powers of the Association. The Association shall have all the powers of a nonprofit mutual benefit corporation organized under the general nonprofit mutual benefit corporation laws of California, subject only to such limitations on the exercise of these powers as are set forth in the Articles, Bylaws and this Declaration. The Association shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws and to do and

perform any act that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation, each of the following:

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

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

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

(iii) Borrowing Money: The Board may borrow money to meet any anticipated or unanticipated cost of the Association and, subject to the provisions of Section 5.11(ix) may mortgage, encumber or pledge Association assets (including, but not limited to, assessments) as security for such borrowing.

(iv) Imposing Disciplinary Action: In addition to any other enforcement rights described in this Declaration and the Bylaws or as may be authorized by law and subject to the due process requirements imposed by this Declaration, the Bylaws or by law, the Board may take any of the following actions against any Person whose act or failure to act violates or threatens to violate any provisions of this Declaration, the Bylaws or Rules: (a) impose monetary penalties, including late charges and interest; (b) suspend voting rights in the Association; (c) commence any legal or equitable action for damages, injunctive relief or both; and (d) suspend use privileges for any recreational facilities within the Development. Subject to the provisions of Section 13.9, the determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Board. Any legal action may be brought in the name of the Association on its own behalf and on behalf of any Owner who consents; and, except as otherwise provided herein, the prevailing party in such action shall be entitled to recover costs and reasonable attorneys' fees. The Board, in its sole discretion, may resolve or settle any dispute, including any legal action in which the Association is a party, under such terms and conditions as it considers appropriate.

(a) If the Board adopts a policy imposing monetary penalties, including any fee on any Member for a violation of the governing documents or the Rules, including any monetary penalty relating to the activity of a guest or invitee of a Member, the Board shall adopt and distribute to each Member, by personal delivery or first-class mail, a schedule of the monetary penalties that may be assessed. The Board may change the schedule from time to time and shall distribute a notice of such changes to the Members in the same manner as the schedule of penalties.

(b) The imposition of any disciplinary action, including, but not limited to, the imposition of monetary penalties or the suspension of use and/or voting privileges except as otherwise noted herein, shall be subject to the following procedures and requirements:

(1) Notice of Hearing: Prior to the time the Board meets to consider or impose discipline upon a Member, the Board shall notify the Member, by either personal delivery or first-class mail, at least 15 days prior to the meeting. The notice shall contain, at a minimum, the date, time and place of the meeting, the nature of the alleged violation for which the Member may be disciplined, and a statement that the Member has a right to attend and may address the Board at the meeting.

(2) Hearing: If requested by the Member, the Board shall conduct the disciplinary proceeding in executive session. The Member, the Member's legal counsel, and the Association's legal counsel shall be entitled to attend the executive session meeting. The Board may interview witnesses and other interested parties in executive session.

(3) Notice of Action Taken: If the Board elects to impose discipline on the Member, the Board shall notify the Member of the disciplinary action within ten days following the election to impose the disciplinary action.

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

(5) Assessment Charges: The provisions of this Section 5.6(iv) do not apply to charges imposed against a Member for reasonable late payment penalties or charges to reimburse the Association for loss of interest and for costs reasonably incurred (including attorneys' fees) in collecting delinquent assessments.

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

(vi) Implementing Special Fees: The Board may implement special fees to reimburse the Association for special costs incurred as a result of actions taken by Owners. By way of example, the Association may establish a moving fee to reimburse the Association for excess trash collection costs resulting from the move. Fees not paid in a timely manner may be collected through a reimbursement assessment levied against the Owner's Condominium.

5.7 Duties of the Association. In addition to the duties described in the Articles or Bylaws, or elsewhere in this Declaration, the Association shall have the duty to manage the Common Area or Association Property; perform the maintenance as described in Section 4.3; prepare, periodically update, and comply with the maintenance and inspection guidelines described in Section 4.5; prepare and distribute financial statements, reports and copies of Governing Documents as described in Section 5.10; levy and collect assessments as described in Article 6; prepare when required the reserve studies described in Section 6.3 and annually review and implement adjustments as required; and procure, maintain and review the insurance as described in Article 8. The Association shall perform such other acts as may be reasonably necessary to exercise its powers to perform its duties under any of the provisions of this Declaration, the Articles, Bylaws, Rules or Board resolutions.

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

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

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

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

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

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

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

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

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

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

c. If applicable, the amount of funds received from either a compensatory damage award or settlement to the Association from any Person for injuries to property, real or personal arising out of any construction or design defects and the expenditure or disposition of funds, including the amounts expended for the direct and indirect costs of repair of construction or design defects. These amounts shall be reported at the end of the fiscal year for which the study is prepared as separate line items under cash reserves pursuant to **Section 5.10(i)(b)(2)b**. In lieu of complying with the foregoing requirements, if the Association is obligated to issue a review of its financial statement pursuant to **Section 5.10(ii)** below, the Association may include in the review a statement containing all of the information required by this **Section 5.10(i)(b)(2)c**;

(3) the percentage that the amount in **Section 5.10(i)(b)(2)b** is to the amount in **Section 5.10(i)(b)(2)a**;

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

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

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

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

(ii) a review of the financial statement of the Association shall be prepared in accordance with generally-accepted accounting principles by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income of the Association exceeds \$75,000. A copy of the review of the financial statement shall be distributed within 120 days after the close of each fiscal year.

(iii) a statement of the Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of assessments. A copy of this statement shall be distributed to each Owner and any Mortgagee who has requested a copy during the 60-day period immediately preceding the beginning of each fiscal year.

(iv) copies of this Declaration, the Articles, Bylaws, Rules and other applicable documents as required by Civil Code section 1368(a) shall be provided any Owner within ten days of the mailing or delivery of a written request. The Board may impose a fee to provide these materials but not to exceed the Association's reasonable costs in preparing and reproducing the material.

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

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

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

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

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

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

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

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

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

(vii) the written notice regarding assessments and foreclosures required by Civil Code section 1365.1(b) shall be delivered to each Member during the 60-day period immediately preceding the beginning of the Association's fiscal year. The notice shall be printed in at least 12-point type.

5.11 Limitations on Authority of the Board. The Association is prohibited from taking any of the following actions:

(i) except as otherwise provided in law, or order of the court, or an order pursuant to a final and binding arbitration decision, the Association shall not deny an Owner or occupant physical access to his or her Unit, either by restricting access through the Common Areas or Association Property to the Owner's Unit or by restricting access solely to the Owner's Unit;

(ii) the Association may not voluntarily assign or pledge the Association's right to collect payments or assessments or to enforce or foreclose a lien to a third party except when the assignment or pledge is made to a financial institution or lender chartered or licensed under federal or State law when acting within the scope of that charter or license as security for a loan obtained by the Association; however, the foregoing provision may not restrict the right or ability of the Association to assign any unpaid obligations of a former Member to a third party for purposes of collection;

(iii) adopt a Rule or regulation that arbitrarily or unreasonably restricts an Owner's ability to market the Owner's Condominium; or

(iv) establish an exclusive relationship with a real estate broker through which the sale or marketing of Condominiums is required to occur. This restriction does not apply to the sale or marketing of Common Areas or Association Property owned by the Association.

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

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

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

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

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

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

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

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

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

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

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

(g) a contract for a term not to exceed three years that is terminable by the Association after no longer than one year without cause, penalty or other obligation upon 90 days written notice of termination to the other party; or

(ix) borrow money secured by any Association assets as authorized under Section 5.6(iii).

5.12 Notice of Significant Legal Proceedings. Notwithstanding anything herein to the contrary, not later than 30 days prior to the filing of any civil action against the Declarant or other developer for alleged damage to the Common Area, alleged damage to the separate interests that the Association is obligated to maintain or repair, or alleged damage to the separate interests that arises out of, or is integrally related to, damage to the Common Area or separate interests that the Association is obligated to maintain or repair, the Board shall provide written notice to each Member of the Association. The notice shall specify the date and location of the meeting and both of the following:

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

If the Board in good faith determines that there is insufficient time to provide prior notice to the Members as required herein prior to the expiration of any applicable statute of limitations, the Board may take the necessary steps to commence the proceeding to preserve the rights of the Association, provided that as soon as is reasonably practical thereafter, and not later than 30 days following the commencement of the proceeding, the Board shall provide the Members with notice as required herein.

ARTICLE 6 - Assessments

6.1 Obligations to Pay Assessments. The Owner of each Condominium is obligated to pay any assessments levied against that Owner's Condominium on or before the due date of the assessment. If there is more than one Owner of the Condominium, the obligation is joint and several. Each Owner on acceptance of a deed to a Condominium automatically personally assumes the obligation to pay any assessments against the Owner's Condominium (including, but not limited to, any portion of the annual regular assessment not yet due and payable) and agrees to allow the Association to enforce any assessment lien established hereunder by nonjudicial proceedings under the power of sale or by any other means authorized by law. The Owner shall be liable for the full assessment levied against that Owner's Condominium regardless of the Owner's possession or use of the Condominium, the Common Area, Association Property or any services rendered by the Association. The Owner has no right or power to commit or omit any act, such as waiving the right to use the Common Area or Association Property in an attempt to eliminate or reduce the assessments against that Owner's Condominium. An assessment shall be both a personal obligation of the Owners of the Condominium against which the assessment is levied and, on the recordation of a notice of delinquent assessment, a lien against the Condominium. Any Owner who transfers a Condominium shall remain personally liable for any unpaid assessments that accrued on or before the date of the transfer. No Owner shall be liable for any defaults of the Owner's predecessor in interest in the payment of any assessment that has accrued prior to the Owner taking title to the Property unless that Owner expressly assumes the obligation to cure the delinquent assessments. Notwithstanding the foregoing, any Owner who takes title to a Condominium on which a lien for

a delinquent assessment has been established will take title subject to the lien and the Association's enforcement remedies as a result thereof unless the Owner takes title under a foreclosure or trustee sale resulting from a foreclosure or exercise of a power of sale under a Mortgage, deed of trust, or other lien recorded before the recordation of the notice of delinquent assessment and except as provided in Section 10.3.

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

6.2 Annual Regular Assessment. Prior to the beginning of each fiscal year of the Association, the Board shall meet for the purpose of establishing the annual regular assessment for the forthcoming fiscal year. At such meeting, the Board shall review the preliminary pro forma operating budget prepared in accordance with the provisions of Section 5.10(i), any written comments received from Members and Mortgagees, and such other related information that has been made available to the Board. After making any adjustments that the Board considers appropriate and subject to such Member approval as may be required by Section 6.6, the Board will establish an annual regular assessment for the forthcoming fiscal year. Each annual regular assessment shall include a portion for reserves as described in Section 6.3.

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

6.3 Reserves, Reserve Accounts and Reserves Study. Each annual regular assessment shall include a portion for reserves in such amount as the Board in its discretion considers appropriate to meet the cost of the future repair, replacement or additions to the Major Components as described in Section 5.10(i)(b)(1) that the Association is obligated to maintain and repair. For all purposes in this Declaration and in the Bylaws, reserve accounts shall mean: (i) the funds that the Board has identified for the foregoing purposes ("Regular Reserve Funds") and (ii) the funds received and not yet expended or disposed from either a compensatory damage award or settlement to the Association from any Person for injuries to property, real or personal arising from any construction or design defects (the "Construction Reserve Funds"). Construction Reserve Funds shall be separately itemized from funds designated as Regular Reserve Funds.

Reserve funds shall be deposited in a separate account; and the signatures of at least two persons, who shall either be members of the Board or one officer who is not a member of the Board and a member of the Board, shall be required to withdraw monies from the reserve account. Reserve funds may not be expended for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, Major Components which the Association is obligated to maintain.

Notwithstanding the foregoing, the Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short-term cash-flow requirements or other expenses, provided the Board has made a written finding, recorded in the Board's minutes, explaining the reason that the transfer is needed and describing when and how the money will be repaid to the reserve fund. The transferred funds shall be restored to the reserve fund within one year of the date of the initial transfer, provided that the Board, on the making of a finding supported by documentation that a temporary delay is in the best interest of the Development, may delay temporarily the restoration. The Board shall exercise prudent fiscal management in maintaining the integrity of the reserve account and, if necessary, shall levy a special assessment to recover the full amount of the expended funds within the time limits required herein. This special assessment shall be subject to the assessment increase restrictions set forth in Section 6.6 and Civil Code section 1366(b).

If the Board elects to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation, the Association shall notify the Members of that decision in the next available mailing to all Members pursuant to Corporations Code section 5016. The notice shall inform Members of the availability of an accounting of these expenses. The Board shall distribute a written accounting of this expense to the Members on at least a quarterly basis, with the first accounting to be delivered no later than the 30th day following the Board's decision to use reserve funds for litigation, either directly or through a transfer to operating funds. In

any proposed litigation in which the amount in controversy is expected to exceed \$25,000, the first accounting shall include a description of expenses paid to date, a description of the principal terms and conditions of any contract with any Person providing services in connection with the litigation, including attorneys and expert witness, a good faith estimate of the total legal fees, expert fees and other litigation costs that may be incurred, and a sample disclosure that Members should provide prospective purchasers, lenders and other parties that have obtained or may obtain an interest in the Owner's Condominium regarding the litigation. In each subsequent accounting, the information required in the first accounting shall be appropriately updated.

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

The study, at a minimum, shall include:

(i) identification of the Major Components which the Association is obligated to repair, replace, restore, or maintain which, as of the date of the study, have a remaining useful life of less than 30 years;

(ii) identification of the probable remaining useful life of the Major Components identified in subparagraph (i) as of the date of the study;

(iii) an estimate of the cost of repair, replacement, restoration, or maintenance of the Major Components identified in subparagraph (i) during and at the end of its useful life; and

(iv) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the Major Components during and at the end of its useful life after subtracting total reserve funds as of the date of the study.

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

6.5 Reimbursement Assessments. The Board shall have the authority to levy reimbursement assessments against one or more Condominium Owners to reimburse the Association for any costs incurred or to be incurred by the Association as the result of any act or omission of any Owner or occupant of any Condominium or their family members, guests, agents or pets. The levy shall not include any portion that is paid or will be paid by any insurer under a policy maintained by the Association. Payment of the deductible amount shall be the responsibility of the Owner. If the reimbursement assessment is levied and paid before all or any portion of the costs have been incurred by the Association and the amount paid exceeds the costs incurred, the Association promptly shall refund the excess to the Owner. If the costs exceed the amount, the Owner shall reimburse the Association within 30 days thereafter. If payment is not made when due, the payment shall be considered a delinquent assessment and the Association may enforce the delinquent assessment as described in Section 6.10.

In addition to reimbursing the Association for costs necessary to repair any Common Area, Association Property or other Property that is maintained by the Association, the Association may seek reimbursement for any costs incurred by the Association, including attorneys' fees, to bring the Owner or occupant or the Owner's Condominium into compliance with this Declaration, the Articles, Bylaws or Rules. A reimbursement assessment may not be levied against any Condominium until notice and hearing have been provided the

Owner as described in Section 5.6(iv); and under no circumstances may a reimbursement assessment (or a monetary penalty imposed by the Association as a disciplinary measure for violation of the Declaration or Rules) become a lien against the Owner's Condominium that is enforceable by nonjudicial foreclosure proceedings under a power of sale. The foregoing restriction on enforcement is not applicable to late payment penalties or interest for delinquent assessments or charges imposed to reimburse the Association for loss of interest or for collection costs, including reasonable attorneys' fees, for delinquent assessments.

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

The Board may not (i) impose an annual regular assessment for any fiscal year more than 20% above the annual regular assessment for the Association's preceding fiscal year or (ii) impose special assessments which in the aggregate exceed 5% of the budgeted gross expenses of the Association for that fiscal year without the approval of a majority of the votes of Owners at a meeting of the Members of the Association at which a quorum is present. For purposes of this Section 6.6, a "quorum" means more than 50% of the Owners, and the meeting must be conducted in accordance with Corporations Code sections 7510 through 7527 and 7613. The foregoing restrictions on assessment increases do not apply to increases necessary for emergency situations. An emergency situation is any one of the following:

(i) an extraordinary expense required by an order of court;

(ii) an extraordinary expense necessary to repair or maintain the Development or any part of it that the Association is responsible to maintain where a threat to personal safety on the Property is discovered; or

(iii) an extraordinary expense necessary to repair or maintain the Development or any part of it that the Association is responsible to maintain that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget required under Civil Code section 1365, provided that before the imposition or collection of any assessment under this subparagraph the Board must pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process and shall distribute the resolution to the Members with the notice of the assessment.

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

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

6.8 Due Dates of Assessments. Unless otherwise directed by the Board or unless accelerated as described herein, the annual regular assessment shall be collected in 12 equal monthly installments; and each installment shall be due and payable on the first day of each month. If any monthly installment is delinquent, the Board, at its election, may accelerate the remaining installment payments so that the entire remaining balance of the annual regular assessment is immediately due and payable. Special assessments shall be due on such date or dates as selected by the Board. Reimbursement assessments shall be due and payable ten days after the Owner receives the notice of the reimbursement assessment. The notice shall be deemed received on the date described in Section 13.14.

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

6.9 Allocation of Regular and Special Assessments. Regular and special assessments levied by the Board shall be allocated in equal amounts among the Condominiums except for the following prorated items: administrative (insurance and miscellaneous (3% of category)); custodial services (window washing and miscellaneous (3% of category)); utilities (PG&E - gas, water and sewer, refuse collection and miscellaneous (3% of category)); building exteriors (balcony waterproofing, caulking, metal railing paint, metal railing repairs, stucco paint, stucco repairs, wood trim paint and wood trim repairs); mechanical systems - water (circulation pumps, holding tanks and water heaters); and roofing system (tile shingles, gutters and downspouts and roof inspection and repair). The foregoing prorated items are based on the "prorated budget components" contained in the budget submitted to the California Department of Real Estate as a part of the application for a final subdivision public report for the Development. If any of the prorated items are upgraded and/or removed or replaced, the upgraded or new item or its equivalent shall be substituted in its place and shall be a prorated item. The cost of the prorated items shall be allocated among the Condominiums in accordance with the Assessment Proration Schedule attached as Exhibit B.

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

(i) Personal Obligation. The Association may bring a legal action directly against the Owner for breach of the Owner's personal obligation to pay the assessment and in such action shall be entitled to recover the delinquent assessment or assessments, accompanying late charges, interest, costs and reasonable attorneys' fees. Commencement of a legal action shall not constitute a waiver of any lien rights as described in Section 6.10(ii).

(ii) Assessment Lien. Except as otherwise provided in Section 6.5, the Association may impose a lien against the Owner's Condominium for the amount of the delinquent assessment or assessments, plus any costs of collection (including attorneys fees), late charges and interest by taking the following steps:

(a) At least 30 days prior to recording a lien upon the Owner's Condominium to collect a delinquent assessment, the Association shall notify the Owner in writing by certified mail of the following (the "Delinquency Notice"):

(1) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, a statement that the Owner of the Condominium has the right to inspect the Association records, pursuant to section 8333 of the Corporations Code, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed: "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION".

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

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

(4) The right to request a meeting with the Board as provided by Section 6.10(ii)(b)(2).

(b) Any payments made by the Condominium Owner toward the delinquent assessment shall first be applied to the assessments owed; and only after the assessments owed are paid in full shall the payments be applied to the fees and the costs of collection, attorneys' fees, late charges or interest. When an Owner makes a payment, the Owner may request a receipt and the Association shall provide it. The receipt shall indicate the date of payment and the Person who received it. The Association shall provide a mailing address for overnight payment of assessments.

(1) An Owner may dispute the delinquent assessment by submitting to the Board a written explanation of the reasons for his or her dispute. The Board shall respond in writing to the Owner within 15 days of the date of the postmark of the explanation if the explanation is mailed within 15 days of the postmark of the Delinquency Notice.

(2) An Owner may submit a written request to meet with the Board to discuss a payment plan for the delinquent assessment. The Association shall provide the Owners the standards for payment plans if any exist. The Board shall meet with the Owner in executive session within 45 days of the postmark of the request if the request is mailed within 15 days of the date of the postmark of the Delinquency Notice unless there is no regularly-scheduled Board meeting within that period, in which case the Board may designate a committee of one or more Members to meet with the Owner.

(c) The amount of the assessment, plus any costs of collection, late charges, and interest assessed in accordance with Section 6.8, shall be a lien on the Owner's Condominium from and after the time the Association causes to be recorded with the county recorder of the county in which the Condominium is located a notice of delinquent assessment, which shall state the amount of the assessment and other sums imposed in accordance with Civil Code section 1366, a legal description of the Owner's interest in the Development against which the assessment and other sums are levied, the name of the record owner of the Owner's interest in the Development against which the lien is imposed. In order for the lien to be enforced by nonjudicial foreclosure as provided in Section 6.10(ii)(e), the notice of delinquent assessment shall state the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice of delinquent assessment shall be signed by any officer of the Association or by the Person designated by the Association for that purpose and mailed in the manner set forth in Civil Code section 2924b to all record owners of the Owner's interest in the Development no later than ten calendar days after recordation. Within 21 days of the payment of the sums specified in the notice of delinquent assessment, the Association shall record or cause to be recorded in the office of the county recorder in which the notice of delinquent assessment is recorded a lien release or notice of rescission and provide the Condominium Owner a copy of the lien release or notice that the delinquent assessment has been satisfied.

A monetary charge imposed by the Association: (i) as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Common Area Improvements or landscaping for which the Member or the Member's guests or tenants were responsible; or (ii) as a disciplinary measure for failure of a Member to comply with the governing instruments, except for the late payments, may not be characterized nor treated as an assessment that may become a lien against the Member's Condominium enforceable by the sale of the interest under Civil Code sections 2924, 2924b and 2924c.

(d) A lien created pursuant to Section 6.10(ii)(c) shall be prior to all other liens recorded subsequent to the notice of assessment, except as described in Article 10.

(e) Subject to the limitations of this Section 6.10, after the expiration of 30 days following the recording of a lien created pursuant to Section 6.10(ii)(c), the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to Civil Code section 2934a. Any sale by the trustee shall be conducted in accordance with Civil Code sections 2924, 2924b and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trusts. The fees of a trustee may not exceed the amounts prescribed in Civil Code sections 2924c and 2924d.

(f) If it is determined that a lien previously recorded against a Condominium was recorded in error, the party who recorded the lien, within 21 calendar days, shall record or cause to be recorded in the office of the county recorder in which the notice of delinquent assessment is recorded a lien

release or notice of rescission and provide the Condominium Owner with a declaration that the lien filing or recording was in error and a copy of the lien release or notice of rescission.

(g) If the Association fails to comply with the procedures set forth in this section, prior to recording a lien, the Association shall recommence the required notice process. Any costs associated with recommencing the notice process shall be borne by the Association and not by the Condominium Owner.

The provisions of this Section 6.10 are intended to comply with the requirements of Civil Code section 1367.1 in effect as of January 1, 2003. If these sections are amended or rescinded in any manner the provisions of this Section 6.10 automatically shall be amended or rescinded in the same manner. Civil Code section 1367.1 may have been amended by the State Legislature, and the Board should confirm the current statutory requirements.

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

ARTICLE 7 - Architectural Review

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

elevation to that of adjoining Condominiums; (iv) proper facing of elevations with respect to nearby streets and adjoining Condominiums; (v) overall conformity with the general purpose of the Development and the restrictions in this Declaration; and (vi) the guidelines.

7.2 Approval. None of the following actions shall take place anywhere within the Development without the prior written approval of the Committee:

(i) any construction, installation, addition, repair (including exterior painting), replacement, alteration or removal of any Condominium or Unit Improvement that is part of a building structure (including flooring, interior and exterior walls), part of any utility equipment that services two or more Units or is located within the Common Area or any portion of any Unit Improvement that can be seen from the Common Area Association Property or any other Unit; or

(ii) any replacement or modification to any floor coverings or wall or ceiling materials or any penetration or other disturbance of any wall, floor, or ceiling if the replacement, modification, penetration or disturbance could result in any increase in the sound transmissions, resonances or reverberations from the Unit to any other Unit.

Approval shall require the applicant to submit to the Committee plans and specifications in a manner and form satisfactory to the Committee. All plans and specifications shall conform with any guidelines established by the Committee. Plans shall adequately describe the proposed improvements; plot layout; all exterior elevations; materials and colors; easements and utility locations; construction schedule; and such other information as the Committee shall require. The Committee, in its sole discretion, may grant variances or exceptions from any guidelines it has established for approving plans and specifications, which variances or exceptions may contain such conditions and time limitations as the Committee deems appropriate.

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

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

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

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

7.3 Completion of Work. On receipt of approval, the Owner shall commence the work as soon as reasonably practicable and shall diligently pursue the completion of the work. If the work is not commenced within 90 days after receipt of approval or completed within 180 days or such later date as the Committee shall approve in writing, the approval automatically shall be deemed revoked and no further work shall be done without again obtaining the written approval of the Committee as described herein. The work shall be done in strict compliance with the approved plans except for minor non-material changes as may be necessary during the course of construction.

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

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

7.6 **Board's Authority.** If for any reason the Committee is not established or not active, the Board shall perform the duties and shall have the rights of the Committee as described in this Article 7. Notwithstanding anything herein to the contrary, modifications, changes or additions to any Common Area or Association Property Improvements authorized by the Board shall not require approval from the Committee.

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

7.8 **Declarant Exemption.** Declarant, or its successor or assign, shall not be subject to the approval requirements of this Article 7 in connection with the construction or alteration of any Improvement within the Development or the installation of any landscaping, provided that this exemption shall expire on the third anniversary date of the recordation of this Declaration. In addition Declarant, or its successor or assign shall not be subject to the approval requirements of this Article 7 in connection with any repairs or modifications made to any Improvements as may be required by law or pursuant to an agreement with any Lot Owner or the Association.

ARTICLE 8 - Insurance

8.1 **Liability Insurance.** The Association shall obtain and maintain a commercial general liability insurance policy insuring the Association, any manager, Declarant, the Association's directors and officers, and the Owners and occupants of the Condominiums and their respective family members against any liability incident to any bodily injury or property damage from any accident or occurrence within the Association Property or Common Area. The policy shall include, if obtainable, a cross liability or severability of interest endorsement insuring each insured against the liability to each other. The limits of such insurance shall not be less than \$3,000,000 covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and other liability or risk customarily covered with respect to projects similar in construction, location and use and shall require at least 30 days' written notice to the Association before the policy can be cancelled or substantially modified unless the policy is being replaced with a policy of equivalent coverage. The policy shall be primary and noncontributing with any other liability policy covering the same liability.

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

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

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

(a) Common Area and Association Property. All Common Area and Association Property Improvements, including buildings and any additions or extensions thereto; all fixtures, machinery and equipment permanently affixed to the building; fences; monuments; lighting fixtures; exterior signs; and personal property owned or maintained by the Association; and recreational facilities; but excluding land; foundations; excavations; and other items typically excluded from property insurance coverage;

(b) Units. The standard fixtures originally installed by the Declarant and any equivalent replacements thereto as of the date title to the Unit is transferred from Declarant to the first purchaser (the "Transfer Date"), including, but not limited to, interior walls and doors; ceiling, floor and wall surface materials (e.g., paint, wallpaper, mirrors, carpets, and hardwood floors); utility fixtures (including gas, electrical and plumbing); cabinets; built-in appliances; heating and air-conditioning systems; water heaters and any equivalent replacements thereto; but excluding any personal property located in the Unit; and excluding any improvements or upgrades to any of the foregoing to the extent the replacement cost of any such improvement or upgrade made after the Transfer Date exceeds the replacement cost of the original improvements as determined on the date that immediately precedes the date of the damage or destruction of the improvement or upgrade; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - Damage, Destruction or Condemnation

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

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

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

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

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

9.5 Alternative Reconstruction. The Board shall consider and propose plans to reconstruct the damaged Improvement making use of whatever funds are available to it pursuant to Section 9.3 and Section 9.4 above ("Alternative Reconstruction"). All proposals shall be presented to the Owners. If two-thirds of the voting power of the Owners whose residences were materially damaged as determined by the Association ("Affected Owners") and a majority of the voting power of the Members, including the Affected Owners, agree to any plan of Alternative Reconstruction, then the Board shall contract for the reconstruction of the damaged Improvement in accordance with the plan of Alternative Reconstruction making use of whatever funds are then available to it. If no plan of Alternative Reconstruction is agreed to, then the provisions of Section 9.6 shall apply.

9.6 Sale of Building. If the damaged Improvement is part of a Condominium Building (the "Damaged Building"), the damage renders one or more of the Condominiums within the Damaged Building

uninhabitable, and the Improvements will not be restored in accordance with the provisions of Sections 9.3, 9.4 and/or 9.5, the Board, as the attorney-in-fact for each Owner of a Condominium in the Damaged Building, shall be empowered to sell the Damaged Building (including the land), including all residences therein, in their then present condition on terms to be determined by the Board, provided that the Board receives adequate assurances that the purchaser shall, and has the financial capability to: (i) restore the Damaged Building (either by renovation or removal and rebuilding); (ii) remove the Damaged Building and restore any remaining Improvements as may be necessary; (iii) remove the Damaged Building (including foundations), grade the area, and appropriately landscape or otherwise improve the area in any manner as may be acceptable to the Board; or (iv) perform any combination of the foregoing. Any work to be performed by the purchaser with respect to any of the foregoing shall be subject to the provisions of Article 7.

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

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

9.7 Restoration of Partition Rights. Notwithstanding anything herein to the contrary, if the damage has rendered any Condominium uninhabitable and (i) within one year of the date of the occurrence of the damage, the Association has not elected to repair the damage under the provisions of Sections 9.2, 9.3, 9.4 or 9.5 or if so has not commenced and diligently pursued the repair work or (ii) the Association has not commenced and diligently pursued the sale of the Development as authorized under Section 9.6, the restriction against partition described in Section 2.11 shall be null and void and any Owner may bring a partition action under the authority of Civil Code section 1359 or any successor statute thereto.

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

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

(i) the alteration has been approved by the Board, by Members holding a majority of the total voting power of the Association, and by the holders of any First Mortgages to the extent required herein;

(ii) the Board has determined that the alteration is necessary in order to comply with current building code requirements, to meet current building construction standards and procedures, or to improve the conditions and quality of the Condominium Building;

(iii) the alteration does not materially change the location of any Unit or materially reduce the size of any Unit without the consent of the Unit Owner and the holders of any first Mortgages thereon. For purposes herein, a material reduction in the size of the Unit shall mean any alteration that increases or decreases the square footage of the interior floor space of the Unit by more than 10% from the square footage as shown on the Condominium Plan;

(iv) the Board has determined that any alteration that will relocate or reduce the Common Area or Association Property will not unreasonably interfere with the rights of the Owners and occupants to use and enjoy the Common Area; and

(v) the Condominium Plan is amended to reflect the alteration to the Units or Common Area or Association Property.

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

9.10 Condemnation. If there is a total sale or taking of the Development, meaning a sale or taking (i) that renders more than 50% of the Condominiums uninhabitable (such determination to be made by the Board in the case of a sale and by the Court in the case of a taking) or (ii) that renders the Development as a whole uneconomical as determined by the vote or written consent of 75% of those Owners and their respective first Mortgagees whose Condominiums will remain habitable after the taking, the right of any Owner to partition through legal action as described in Section 2.11 shall revive immediately. However, any determination that a sale or taking is total must be made before the proceeds from any sale or award are distributed. The proceeds of any such total sale or taking of the Development, together with the proceeds of any sale pursuant to any partition action, after payment of all expenses relating to the sale, taking or partition action, shall be paid to all Owners and to their respective Mortgagees as their interests appear in proportion to the ratio that the fair market value of each Owner's Condominium bears to the fair market value of all Owners' Condominiums, provided that proceeds for any recreational facilities shall be disbursed equally among the Condominiums.

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

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

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

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

(iv) to all remaining Owners and to their respective Mortgagees, as their interests may appear, the balance of the sale proceeds or award in proportion to the ratio that the fair market value of each

remaining Owner's Condominium bears to the fair market value of all remaining Owners' Condominiums as determined by the Court in the condemnation proceeding or by an independent, qualified appraiser selected by the Board.

Notwithstanding the foregoing, if the amount from the sale or taking is less than \$50,000, the Board may elect to retain the amount as a part of the Association's operating or reserve funds in lieu of making a distribution to the Owners.

Notwithstanding the above, any proceeds from the partial sale or taking of recreational facilities shall be disbursed equally among all the Condominiums in existence before the sale or taking.

9.11 Dispute Resolution. Any dispute between the adjoining Lot Owners regarding the need for maintenance or repair, the quality or type of maintenance or repair, the allocation of costs, or any related issues shall be submitted to the Judicial Mediation & Arbitration Services (JAMS), or any successor thereto, for resolution. The dispute first shall be submitted to non-binding mediation for resolution. If the dispute cannot be resolved through mediation, the dispute shall be submitted to binding arbitration. Unless the parties agree otherwise, the dispute shall be heard by a single arbitrator in the county where the Development is located. In the arbitration proceeding, each party shall have full discovery rights as authorized by Code of Civil Procedure section 1283.05 or any successor statute thereto. The decision of the arbitrator shall be binding on the parties and may be enforced in any court of appropriate jurisdiction. The arbitrator in his or her discretion may award costs, including reasonable attorneys' fees, to the prevailing party.

ARTICLE 10 - Rights of Mortgagees

10.1 Lender Definitions. Unless the context indicates otherwise, the following terms as used in this Article 10 shall have the definitions contained in this Section 10.1. An "institutional" Mortgagee is a first Mortgagee that is: (i) a federally or state chartered or licensed bank or savings and loan association; (ii) a mortgage company or other entity chartered or licensed under federal or state laws whose principal business is lending money on the security of real property or investing in such loans; (iii) an insurance company; (iv) a federal or State agency or instrumentality including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; or (v) an insurer or governmental guarantor of a first Mortgage including the Federal Housing Authority and the Veterans Administration. A "first Mortgage" or "first Mortgagee" is one having a priority as to all other Mortgages or holders of Mortgages encumbering the same Condominium or other portions of the Development. An "eligible Mortgage holder" shall mean a first Mortgagee who has requested the Association to notify the first Mortgagee of any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

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

10.3 Rights of Institutional Mortgagees. Any institutional Mortgagee who obtains title to a Condominium pursuant to the remedies provided in the first Mortgage, including judicial foreclosure or nonjudicial foreclosure under a power of sale (but excluding voluntary conveyance to the first Mortgagee), shall take the Condominium free of any obligation to pay any assessments that were delinquent as of the date the institutional Mortgagee acquired title to the Condominium, including any interest, penalties or late charges in connection therewith. The institutional Mortgagee as Owner of the Condominium shall be obligated to pay any assessments that were not delinquent as of the date the institutional Mortgagee took title to the Condominium and all future assessments levied against the Condominium as long as the institutional Mortgagee remains in title, including any special assessments levied by the Association to raise operating or reserve funds needed because of uncollected delinquent assessments, as long as the special assessment is allocated among all the Condominiums as provided in Section 6.9.

10.4 Subordination. Any assessment lien established under the provisions of this Declaration is expressly made subject to and subordinate to the rights of any Mortgage that encumbers all or any portion of

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

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

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

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

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

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

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

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

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

(i) voting rights;

(ii) increases in assessments that raise the previously-assessed amount by more than 25%, assessment liens, or the priority of assessment liens;

(iii) reductions in reserves for maintenance, repair or replacement of the Common Area or Association Property Improvements;

(iv) responsibility for maintenance and repairs;

- to their use;
- (v) reallocation of interests in the Common Area or Exclusive Use Common Area or rights
 - (vi) redefinition of any Unit boundary;
 - (vii) convertibility of Units into Common Area or vice versa;
 - (viii) expansion or contraction of the Development or the addition, annexation or withdrawal of property to or from the Development;
 - (ix) hazard or fidelity insurance requirements;
 - (x) imposition of any restrictions on the leasing of Units;
 - (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
 - (xii) a decision by the Association to establish self-management when professional management had been required previously by the Governing Documents or by an eligible Mortgage holder;
 - (xiii) restoration or repair of the Development (after damage or partial condemnation) in a manner other than that specified in this Declaration;
 - (xiv) any provisions that expressly benefit Mortgage holders, insurers, or guarantors; or
 - (xv) any action to terminate the legal status of the Development after substantial destruction or condemnation occurs.

If Owners are considering termination of the legal status of the Development for reasons other than substantial destruction or condemnation of the Property, eligible Mortgage holders that represent at least 67% of the votes of the mortgaged Condominiums must agree. If any eligible Mortgage holder fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail with a return receipt requested, the eligible Mortgage holder shall be considered to have granted approval.

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

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

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

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

- (i) any condemnation or casualty loss that affects either a material portion of the Development or the Condominium securing the Mortgage;

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

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

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

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

10.13 Audited Financial Statements. On receipt of a written request from a holder, insurer or guarantor of any first Mortgage on a Condominium, the Association shall provide the requesting party with an audited financial statement for the preceding fiscal year. The audited financial statement must be available within 120 days of the Association's fiscal year end.

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

ARTICLE 11 - Amendments

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

11.2 Amendment After Close of First Sale. After the close of the first sale of a Condominium in the Development to a purchaser other than Declarant or an entity controlled by Declarant, this Declaration may be amended or revoked in any respect with the vote or written consent of the holders of not less than 51% of the voting rights of each class of Owners or, if a single class of Owners is then in effect, by the vote or written

consent of not less than 51% of all votes and 51% of the votes excluding Declarant. If any provision of this Declaration requires a greater or lesser percentage of the voting rights of any class of Owners in order to take affirmative or negative action under such provision, the same percentage of such class or classes of Owners shall be required to amend or revoke such provision. Also, if the consent or approval of any governmental authority, Mortgagee or other Person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained. Notwithstanding anything herein to the contrary, any provision in this Declaration conferring rights or benefits on Declarant may not be amended or rescinded without the prior written consent of Declarant except as expressly authorized by Civil Code section 1355.5. The amendment is effective when it has been approved by the appropriate percentage of Owners as required herein, the approval has been certified in a writing executed and acknowledged by the officer designated in the Declaration or by the Association for that purpose (or, if no one has been designated, the President of the Association), and the amendment and certification have been recorded in the county in which the Development is located.

11.3 Amendment of the Condominium Plan. The Condominium Plan for each Condominium Building may be amended by the consent of the Owners of Condominiums in that Building and their Mortgagees as required by Civil Code section 1351(e) and the consent of the Board. The consent of no other Owner or Mortgagee shall be required, provided that if the amendment involves the conversion of any Association Property into Common Area, the consent of Members holding a majority of the total voting power shall be required. The authorization of an encroachment into Association Property or the designation of Association Property as Exclusive Use Common Area under the provisions of Section 2.8 shall not be considered a conversion of Association Property into Common Area for purposes of this Section 11.3.

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

ARTICLE 12 - Declarant Claim Procedures

Any claim, dispute or other controversy between the Association and/or any Owner(s) and the Declarant or any director, officer, shareholder, partner, employee or agent of the Declarant or any contractor, subcontractor, design professional, engineer or other person that provided materials, labor or other services to the Development (collectively the "Declarant" for purposes of this Article 12) relating to this Declaration, the use, condition or operation of any Unit, Association Property or Common Area Improvements or landscaping, (individually and collectively the "Claim") shall be subject to the claim procedures set forth in Exhibit C attached hereto and incorporated herein.

The claims procedures in Exhibit C do not apply to any action taken by the Association to enforce delinquent assessments, which shall be governed by Section 6.10 of this Declaration.

Order: MG99GJ3ST

Address: 39224 Guardino Dr Apt 202

Created Date: 07/20/2022

ARTICLE 13 - Miscellaneous Provisions

Document not for resale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.15 No Enforcement Waiver. Failure to enforce a restriction in the past in and of itself shall not constitute a defense to any action brought against any Owner for violation of any restriction contained herein. Each Owner, by acceptance of a deed to a Condominium in the Development, acknowledges that the enforcement of these restrictions may vary as a result of different Owners, Boards or Architectural Committees,

changing conditions, or other reasons and agrees that the failure of any Owner, Board or Committee to enforce any particular restriction, even if such failure is for an extended period of time, shall not in any manner restrict or estop the right of any Owner, Board or Committee to enforce these restrictions at any future time.

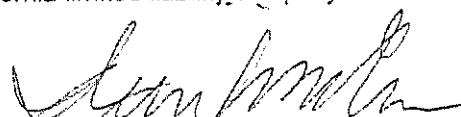
13.16 Condominium Plans Consent. Declarant, by its execution of this Declaration, and any beneficiary under a deed of trust encumbering the Property, by its subordination to this Declaration, certify that each consents to the recordation of the Condominium or Plans attached hereto as Exhibit A and incorporated herein.

Declarant has executed this Declaration as of September 18, 2003.

MISSION WELLS II CONDOMINIUMS LLC
a California limited liability company

By:

Its Secretary



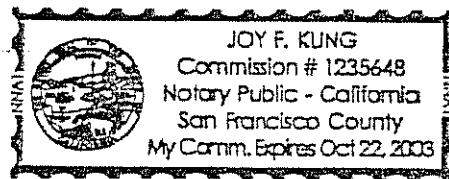
Order: MG99GJ3ST
Address: 39224 Guardino Dr Apt 202
Order Date: 01-07-2022
Document not for resale
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STATE OF CALIFORNIA)
COUNTY OF Alameda) ss.

On September 18, 2003, before me, Jay F. Kung, Notary Public, personally appeared William F. Mc Cleve, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



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Address: 39224 Guardino Dr Apt 202
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NOTES

1. This project consists of all of the land within Tract 5807, which consists of the following parts:
 - a.) One Hundred Sixty Seven (167) Residential Condominium Units (23 units in Building 1, 34 units in Building 2, 25 units in Building 3, 34 units in Building 4, and 51 units in Building 5)
 - b.) Common Area
 - c.) Residential Building Common Area

all of which are shown on this plan and defined in the declaration of covenants, conditions and restrictions for the project.

2. This document contains multiple condominium plans. The condominium plan for each condominium building is a separate and distinct condominium plan. The plans are being recorded in one document as a matter of convenience only.

3. These diagrammatic plans intentionally omit detailed information internal partitioning within individual units. Likewise, such details as protrusions of vents, beams, columns window casings, and other such features are not intended to be reflected on this plan.

4. For survey information refer to Tract 5807 recorded January 13, 1989 in Book 181 at pages 49 through 51 Alameda County Records.

5. The dimensions of each unit are measured from the centerlines of walls dividing units, exterior wall face of studs, and outside finished wall surfaces of interior common areas. Floor to ceiling dimensions are from top of concrete slabs or plywood subfloors to top of wall top plates or bottom of ceiling joists.

"I HEREBY STATE THAT I AM A CIVIL ENGINEER OF THE STATE OF CALIFORNIA; AND THAT THIS CONDOMINIUM PLAN CONSISTS OF A DESCRIPTION OR SURVEY MAP OF THE PROJECT WHICH REFERS TO OR SHOWS MONUMENTATION ON THE GROUND AND A THREE DIMENSIONAL DESCRIPTION OF THE PROJECT IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON AREA AND EACH SEPARATE INTEREST PURSUANT TO THE REQUIREMENTS OF CALIFORNIA CIVIL CODE, SUBSECTION 1351 (E)."

I HEREBY STATE THAT I AM A CIVIL ENGINEER OF THE STATE OF CALIFORNIA; AND THAT THIS CONDOMINIUM PLAN CONSISTS OF A DESCRIPTION OR SURVEY MAP OF THE PROJECT WHICH REFERS TO OR SHOWS MONUMENTATION ON THE GROUND AND A THREE DIMENSIONAL DESCRIPTION OF THE PROJECT IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON AREA AND EACH SEPARATE INTEREST PURSUANT TO THE REQUIREMENTS OF CALIFORNIA CIVIL CODE, SUBSECTION 1351 (E)."

16 September 2013 ROGER D. HODDON RE 21755
DATE Hopewell Junction



EXHIBIT

Order: MG99GJ3ST
Address: 39224 Guardian
Order Date: 01-07-2022
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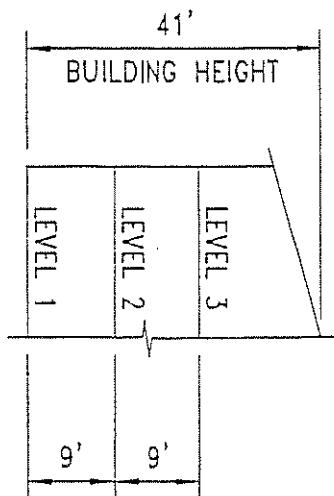
**CREEGAN + D'ANG
Consulting Civil and Structural Engrs.**
1015 N. 16TH STREET, SUITE 102

ALAMEDA COUNTY CALIFORNIA

**CONDOMINIUM PLAN
RESIDENCES AT ADOBE HILL
TRACT NO. 5807**

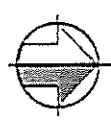
KEYPLAN

SECTION



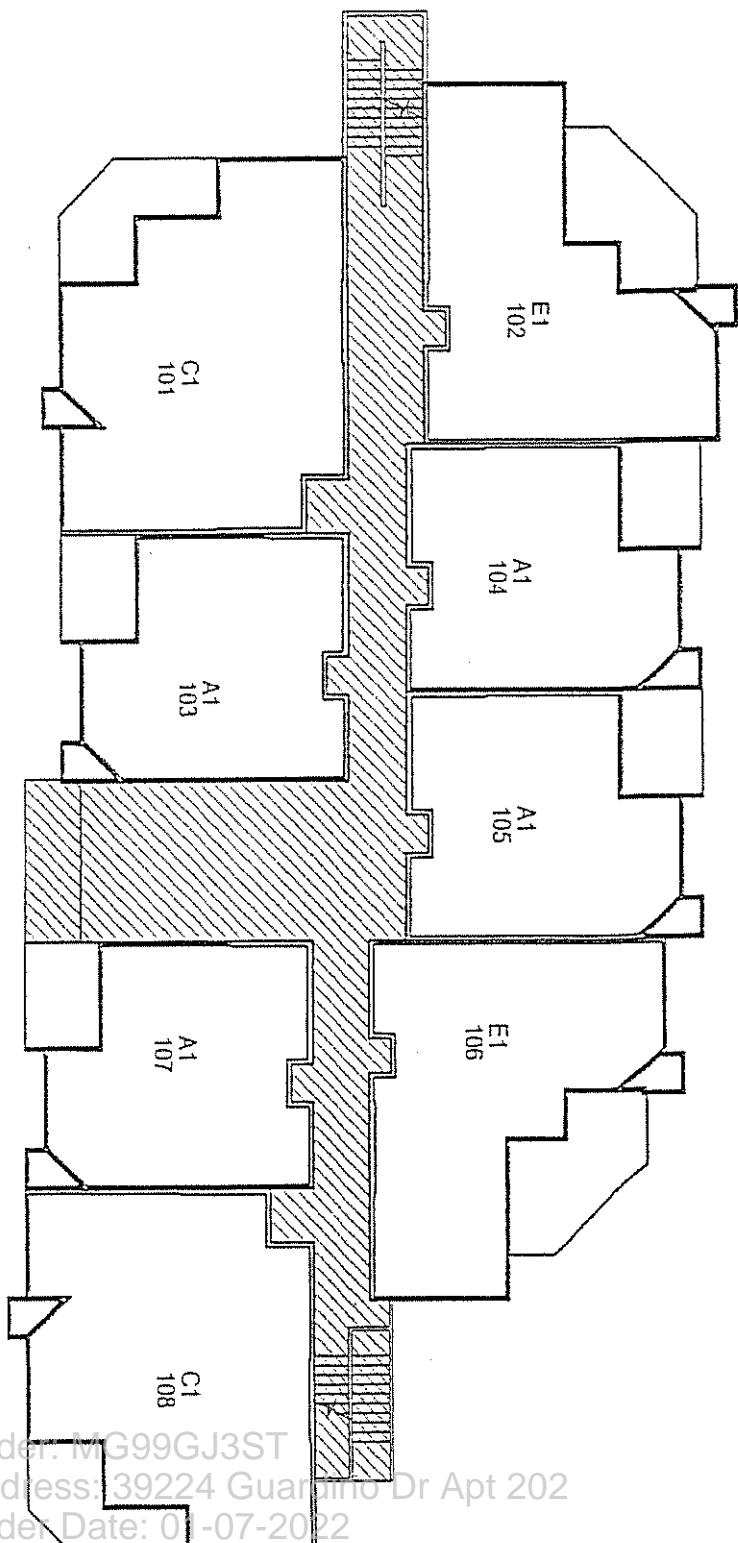
LEGEND

| | |
|-----|-------------|
| A2 | UNIT TYPE |
| 307 | UNIT NUMBER |
| | COMMON AREA |



BUILDING 1
LEVEL 1
 $1''=20'$

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ALAMEDA COUNTY CALIFORNIA
SHEET 6 OF 33 SHEET

RESIDENCES AT ADOBE HILL
TRACT NO. 5807

CONDOMINIUM PLAN

1/4 INCH = 20 FEET



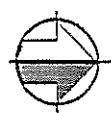
CREGGAN+D'ANG
Consulting Civil and Structural Engineers
105 N. 15th Street, Suite 100
San Jose, California 95113

KEYPLAN



LEGEND

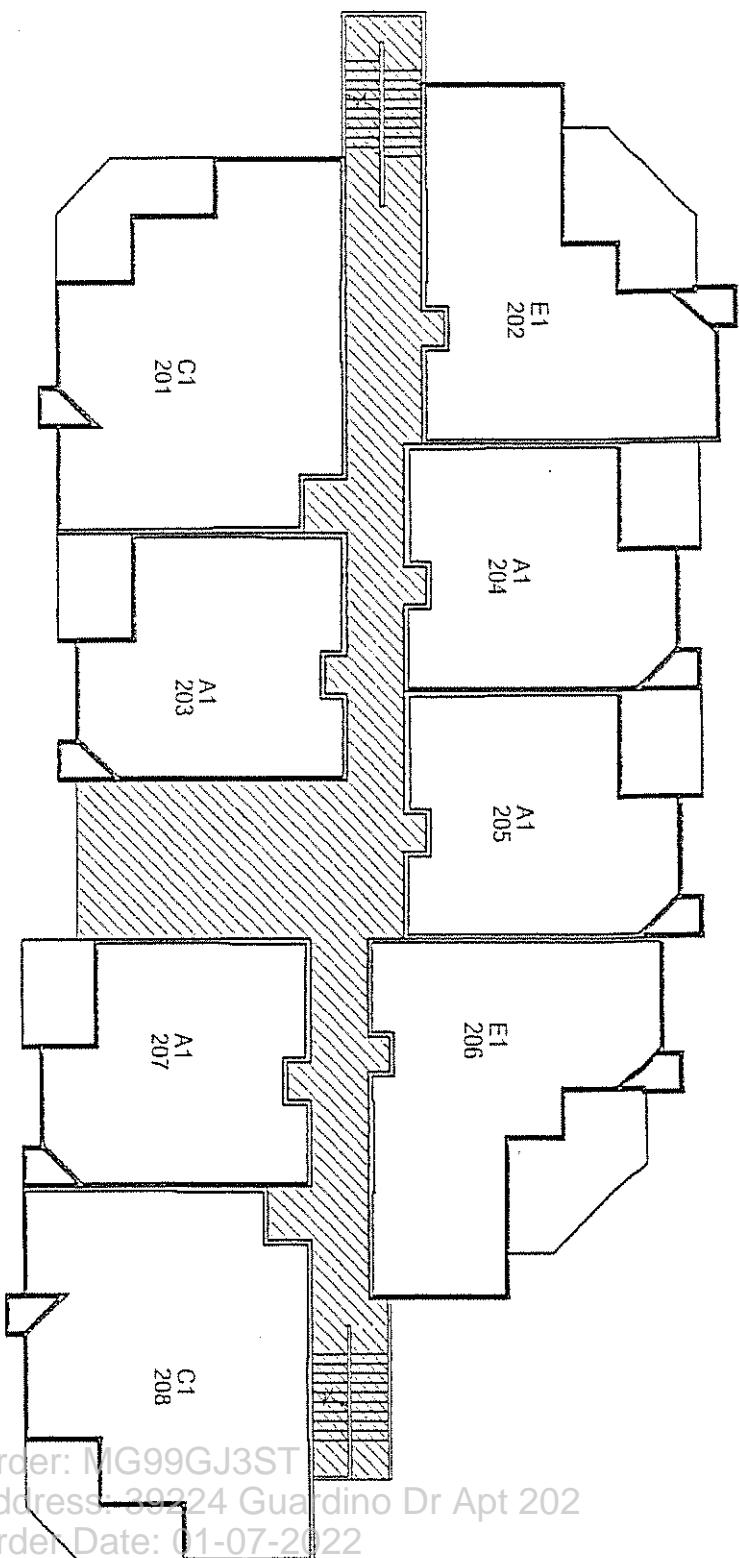
A2 UNIT TYPE
307 UNIT NUMBER
 COMMON AREA



BUILDING 1 LEVEL 2 1"=20'

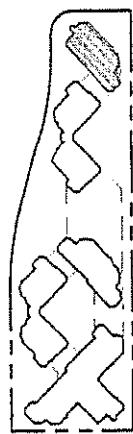
CONDOMINIUM PLAN
RESIDENCES AT ADOBE HILLS
TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA
SHEET 7 OF 33 SHEETS



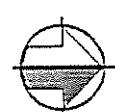
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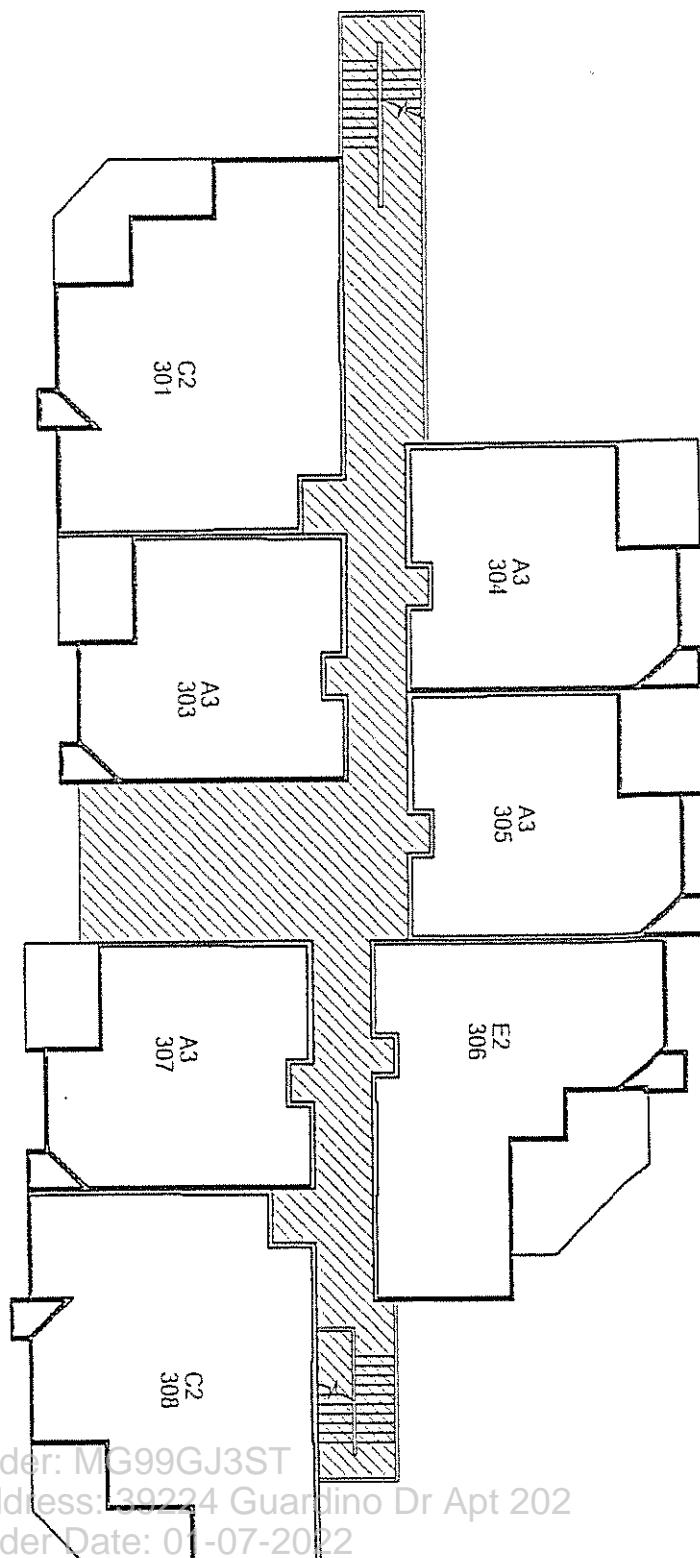
LEGEND

- A2 UNIT TYPE
- 307 UNIT NUMBER
- COMMON AREA



BUILDING 1 LEVEL 3 $1''=20'$

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Address: 30224 Guardino Dr Apt 202
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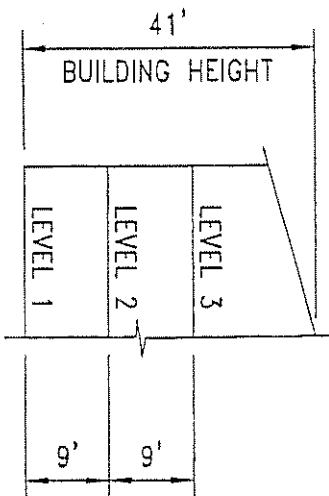
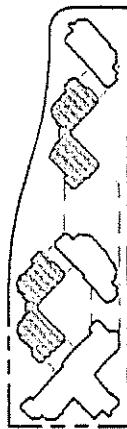
ALAMEDA COUNTY CALIFORNIA
SHEET 8 OF 33 SHEETS



CREGAN+D'ANG
Consulting Civil and Structural En
gineers
1025 N 16TH STREET, SUITE 100
Folsom, California

KEYPLAN

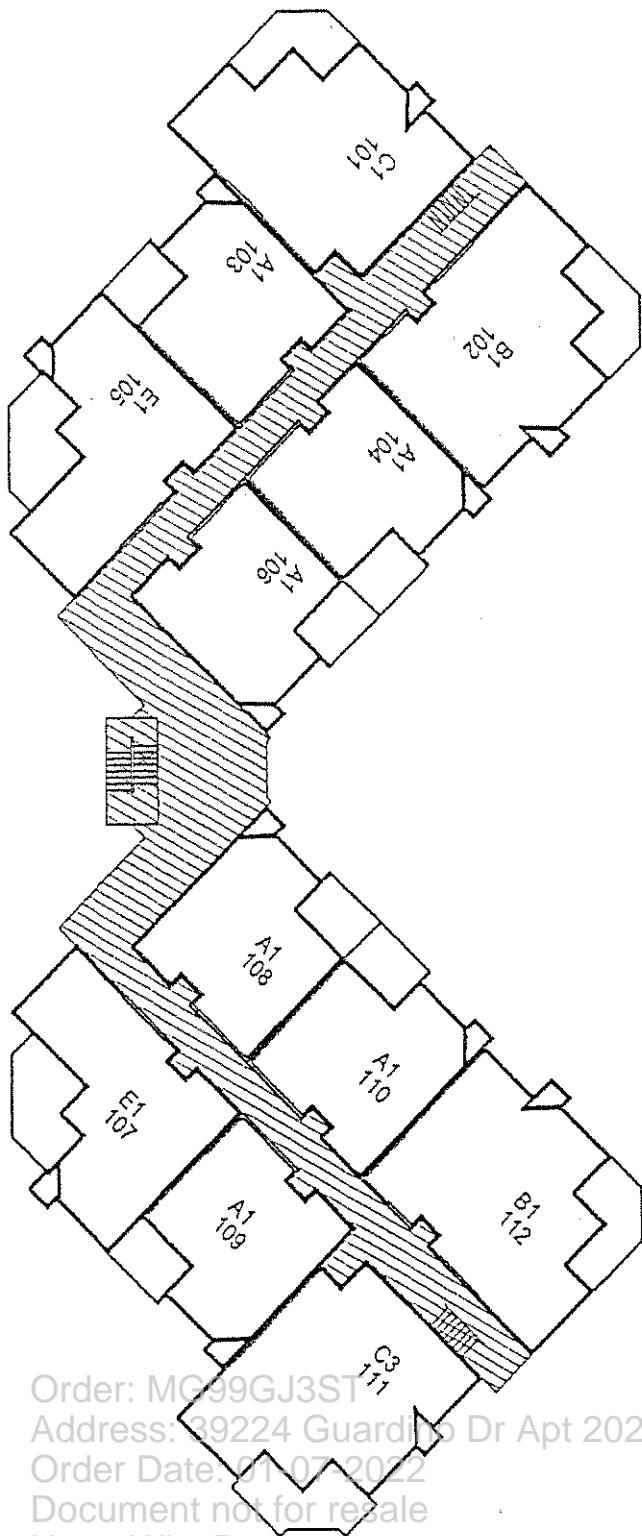
SECTION



LEGEND

| | |
|-----|-------------|
| A2 | UNIT TYPE |
| 307 | UNIT NUMBER |
| | COMMON AREA |

BUILDINGS 2 AND LEVEL 1"



Order: MG99GJ3ST
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Order Date: 01/07/2022
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CONDOMINIUM PLAN
RESIDENCES AT ADOBE HILL
TRACT NO. 5807
ALAMEDA COUNTY, CALIFORNIA
SHEET 9 OF 33 SHEET



CREGAN+D'ANG
Consulting Civil and Structural Engineers, Inc.
105 N Main Street, Suite 1C
San Jose, California

KEYPLAN



LEGEND

- A2 UNIT TYPE
- 307 UNIT NUMBER
- COMMON AREA

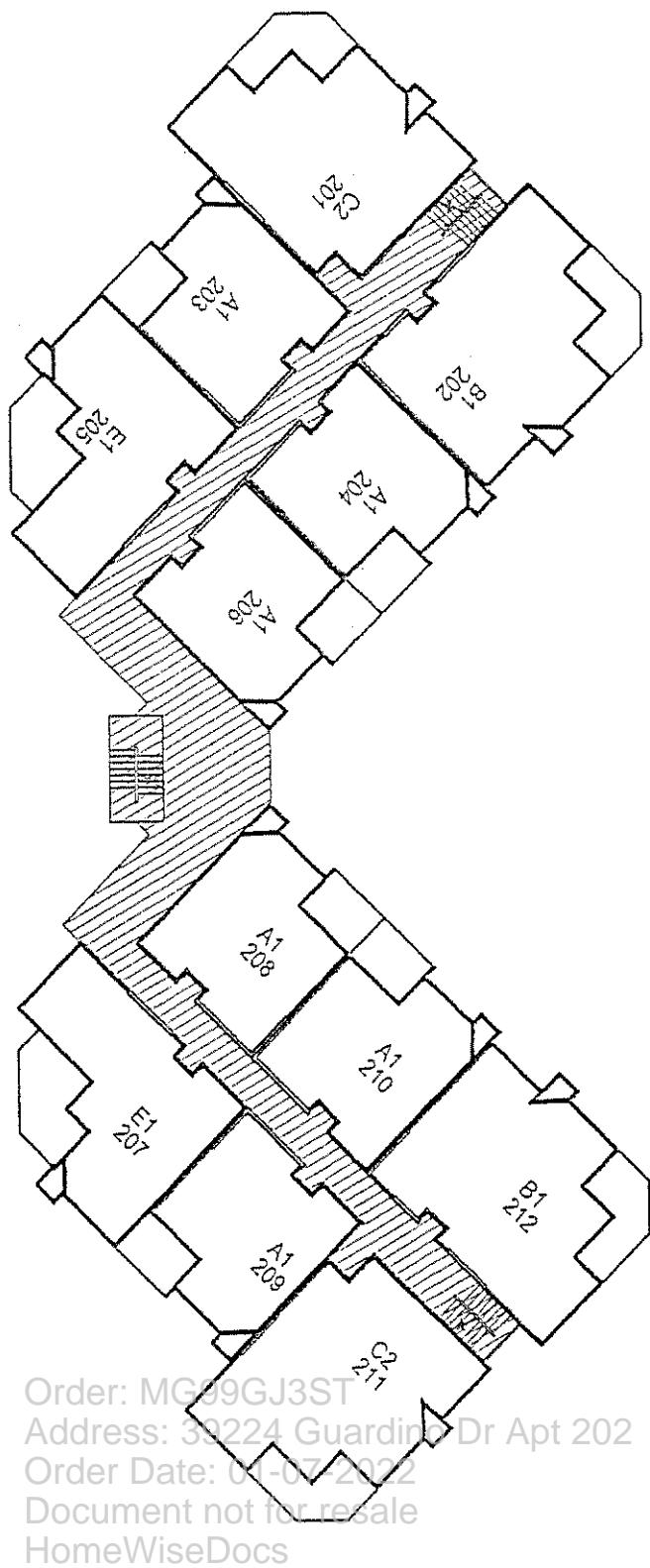


BUILDINGS 2 AND LEVEL: $1''=3$

RESIDENCES AT ADOBE HILL
TRACT NO. 5807

CONDOMINIUM PLAN

ALAMEDA COUNTY CALIFORNIA
SHEET 10 OF 33 SHEET



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Order Date: 01-07-2022
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LEGEND

- A2 UNIT TYPE
- 307 UNIT NUMBER
- / COMMON AREA

BUILDINGS 2 AND LEVEL

CONDOMINIUM PLAN

RESIDENCES AT ADOBE HILL

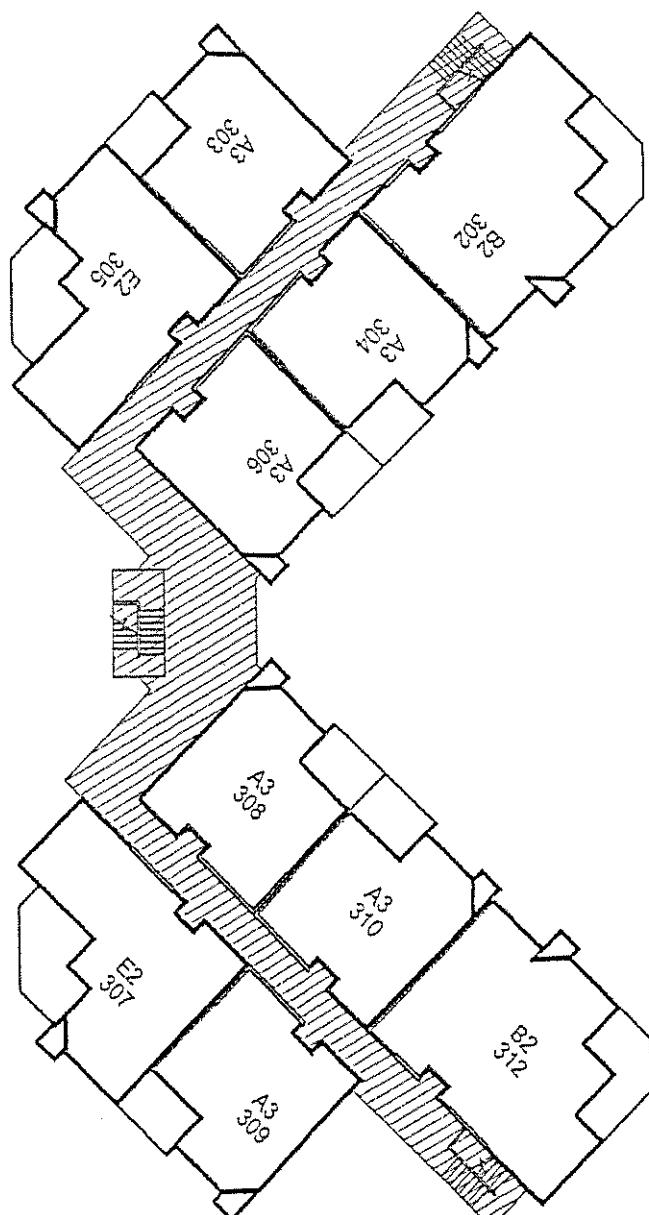
TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA SHEET 11 OF 33 SHEET

1" = 30'

1075 W FARNHAM STREET, SUITE 10

CREEGAN+D'ANG
Consulting Civil and Structural Engineers
SAN JOSE, FAIRFIELD, MONTEREY, PLEASANTON, SAN FRANCISCO, C



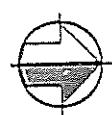
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LEGEND

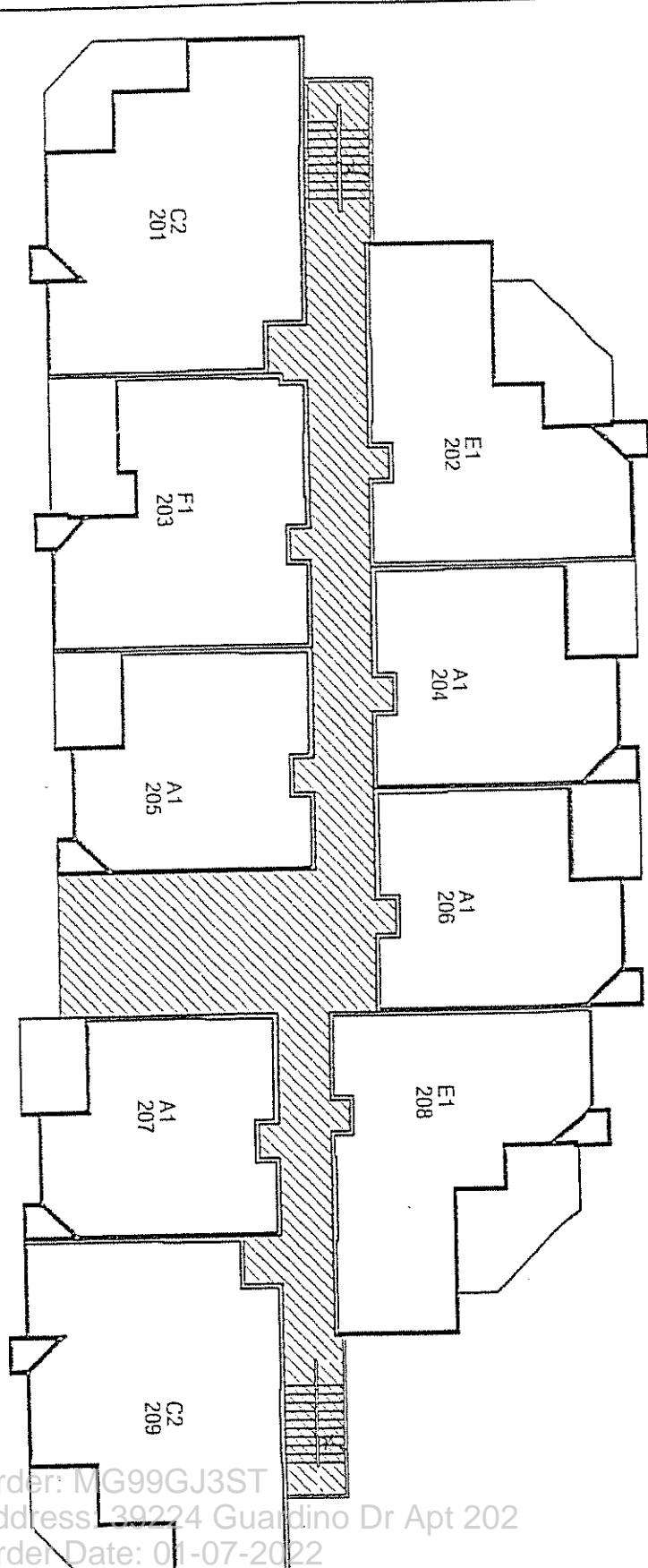
| | |
|-----|-------------|
| A2 | UNIT TYPE |
| 307 | UNIT NUMBER |
| | COMMON AREA |



BUILDING 3
LEVEL 2
 $1''=20'$

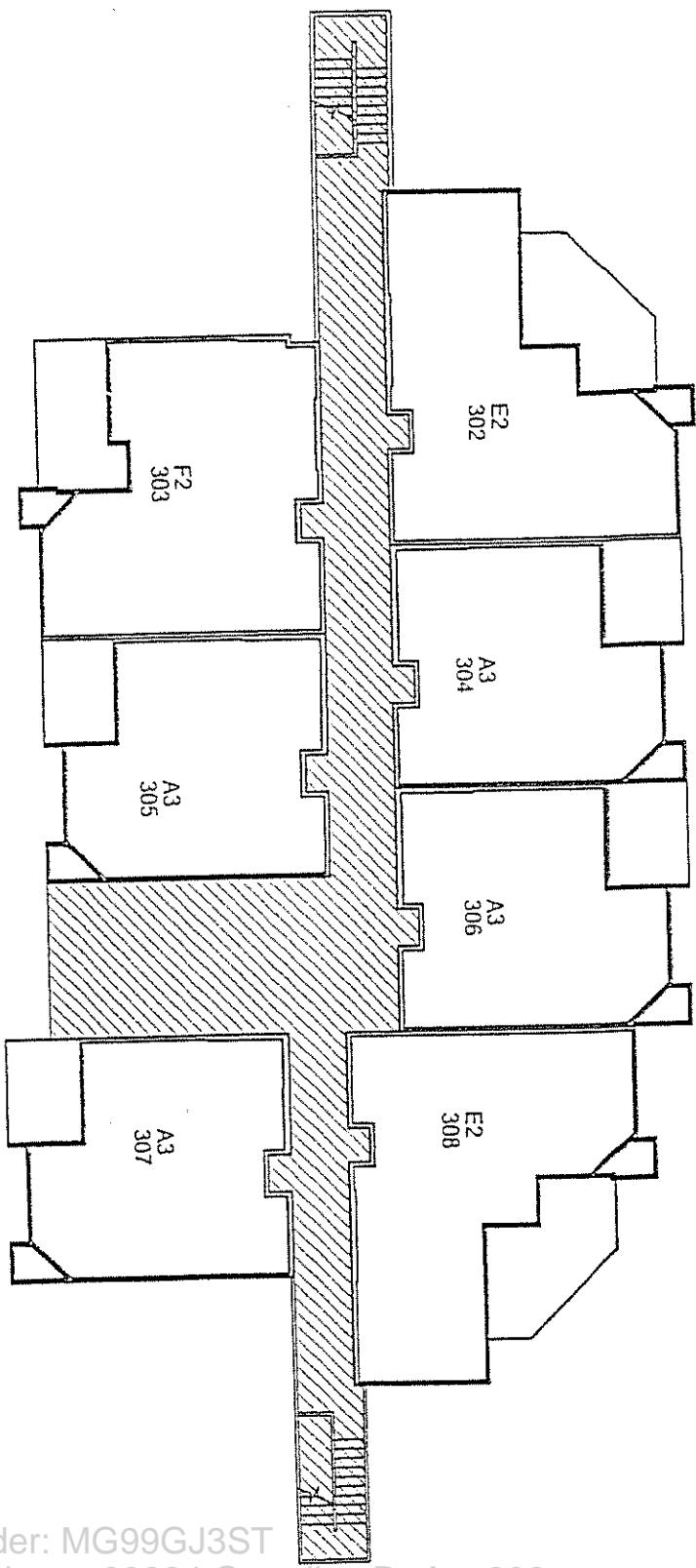
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RESIDENCES AT ADOBE HILL
TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA
SHEET 13 OF 33 SHEET



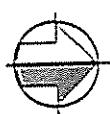
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Order Date: 01-07-2022
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CREGAN+D'ANC
Consulting Civil and Structural Engineers
1075 N. Marin Street, Suite 11
San Jose, California



LEGEND

- UNIT TYPE
- A2
- 307
- UNIT NUMBER
- COMMON AREA



BUILDING 3
LEVEL 3
 $1' = 20'$

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ALAMEDA COUNTY CALIFORNIA
SHEET 14 OF 33 SHEET

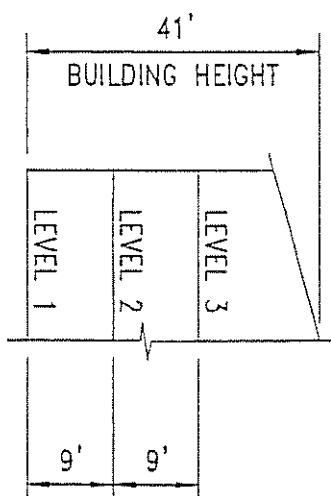
RESIDENCES AT ADOBE HILL
TRACT NO. 5807



CREGAN + DAN
Consulting Civil and Structural
Engineers
1077 Natomas Street, Suite 100
Sacramento, CA 95834
SAN FRANCISCO
SAN JOSE, CALIFORNIA

KEYPLAN

SECTION



LEGEND

| | |
|-----|-------------|
| A2 | UNIT TYPE |
| 307 | UNIT NUMBER |
| | COMMON AREA |



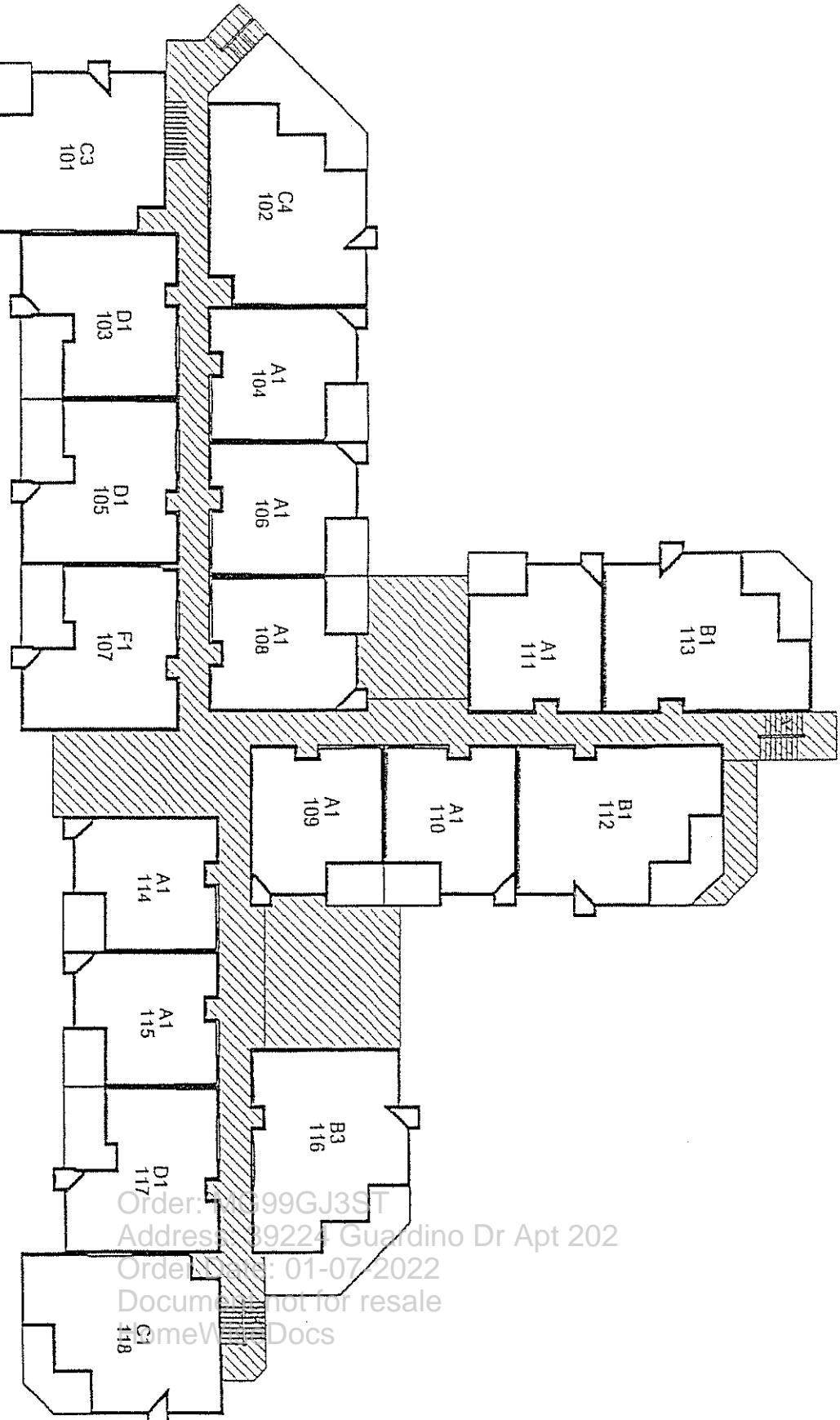
BUILDING
LEVEL
1"

CONDOMINIUM PLAN
RESIDENCES AT ADOBE HILL

TRACT NO. 5807
ALAMEDA COUNTY, CALIFORNIA
SHEET 15 OF 33 SHEE

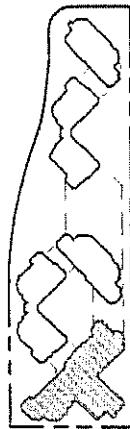


CREECAN+D'ANI
Consulting Civil and Structural
105 N 16TH STREET, SUITE 1
SAN JOSE, FAIRFIELD, MONTEREY, PLEASANTON, SAN FRANCISCO



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KEYPLAN



LEGEND

- A2 UNIT TYPE
- 307 UNIT NUMBER
- |||| COMMON AREA

BUILDING
LEVEL
1"=3'



RESIDENCES AT ADOBE HILL
TRACT NO. 5807

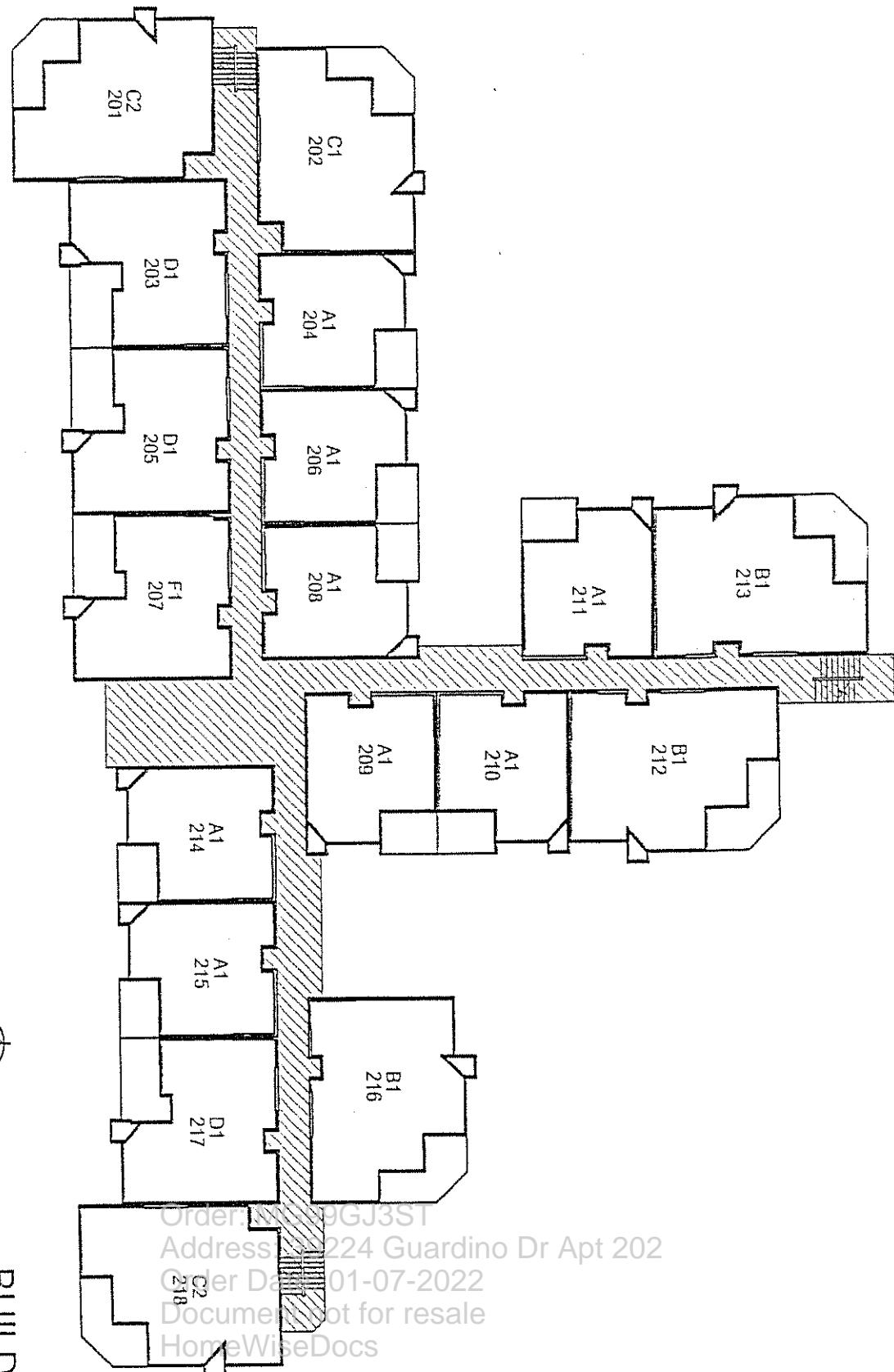
CONDOMINIUM PLAN
ALAMEDA COUNTY CALIFORNIA
SHEET 16 OF 33 SHEET

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1075 N 10TH STREET SUITE 10
SAN JOSE, CALIFORNIA 95110
SAN JOSE, CALIFORNIA



KEYPLAN

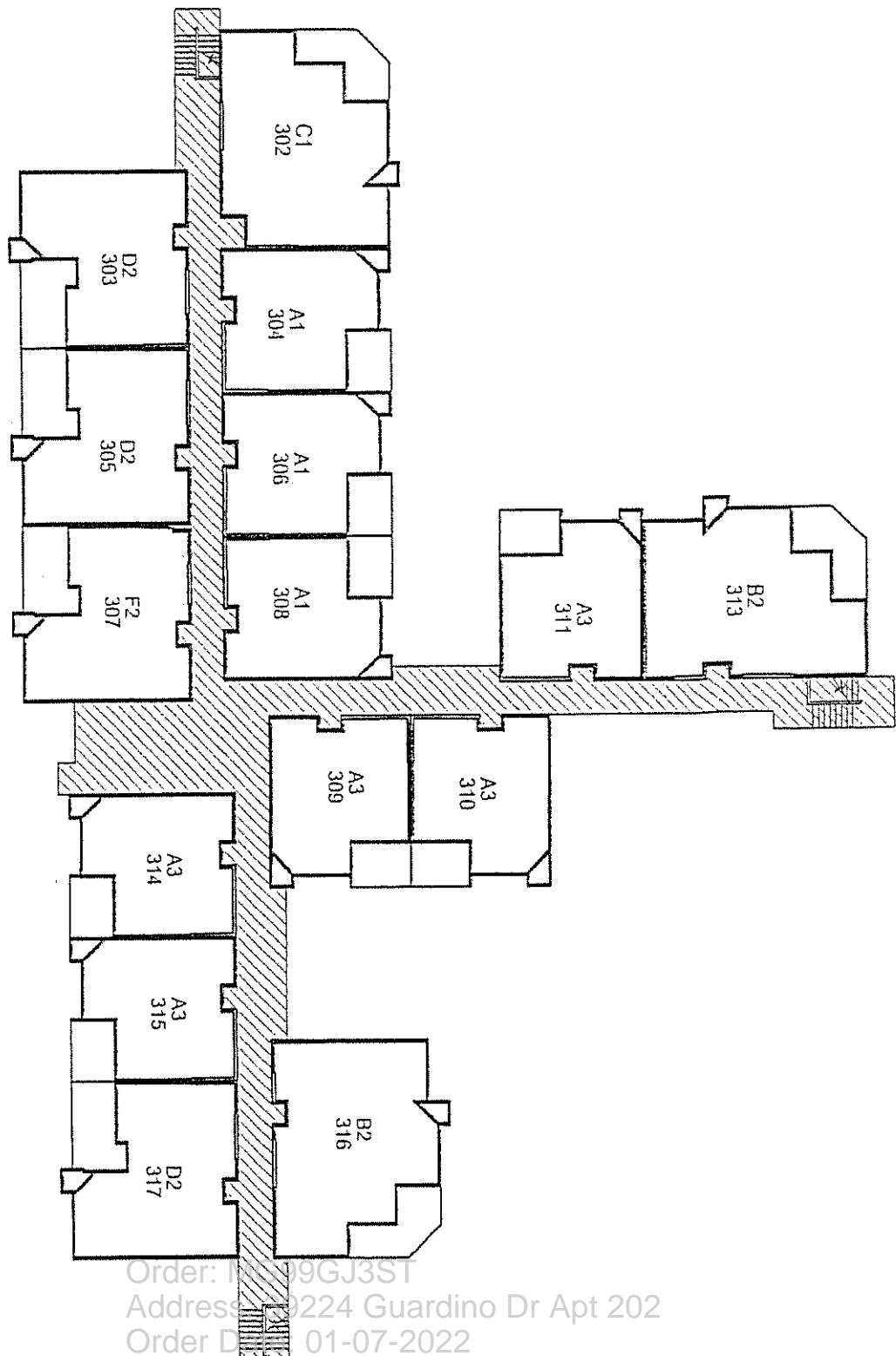


LEGEND

- A2 UNIT TYPE
- 307 UNIT NUMBER
- Common Area



BUILDING
LEVEL:
 $1''=3'$

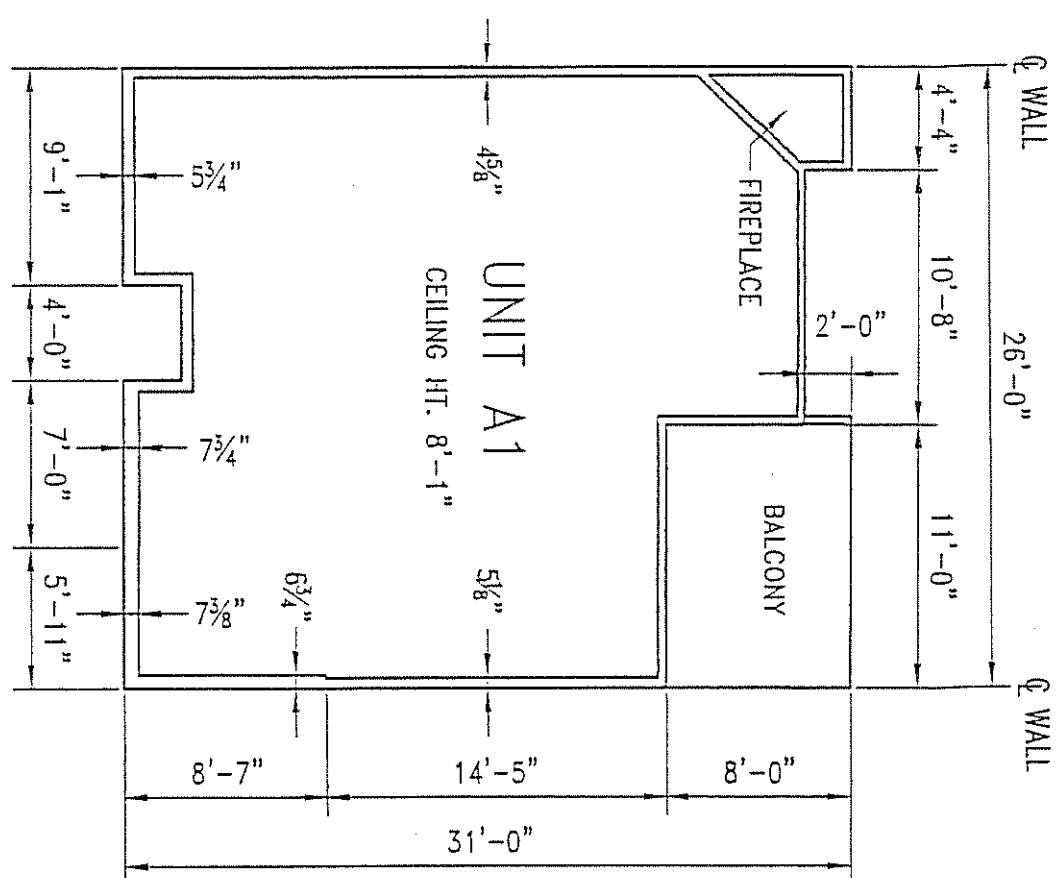


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ALAMEDA COUNTY CALIFORNIA
SHEET 17 OF 33 SHEETS

CONDODIUM PLAN
RESIDENCES AT ADOBE HILL
TRACT NO. 5807

CREEGAN+D'ANG
Consulting Civil and Structural En
1075 N TERRITORY STREET, SUITE 100
SAN JOSE, CALIFORNIA 95112
TEL: 408.266.1000 FAX: 408.266.1001



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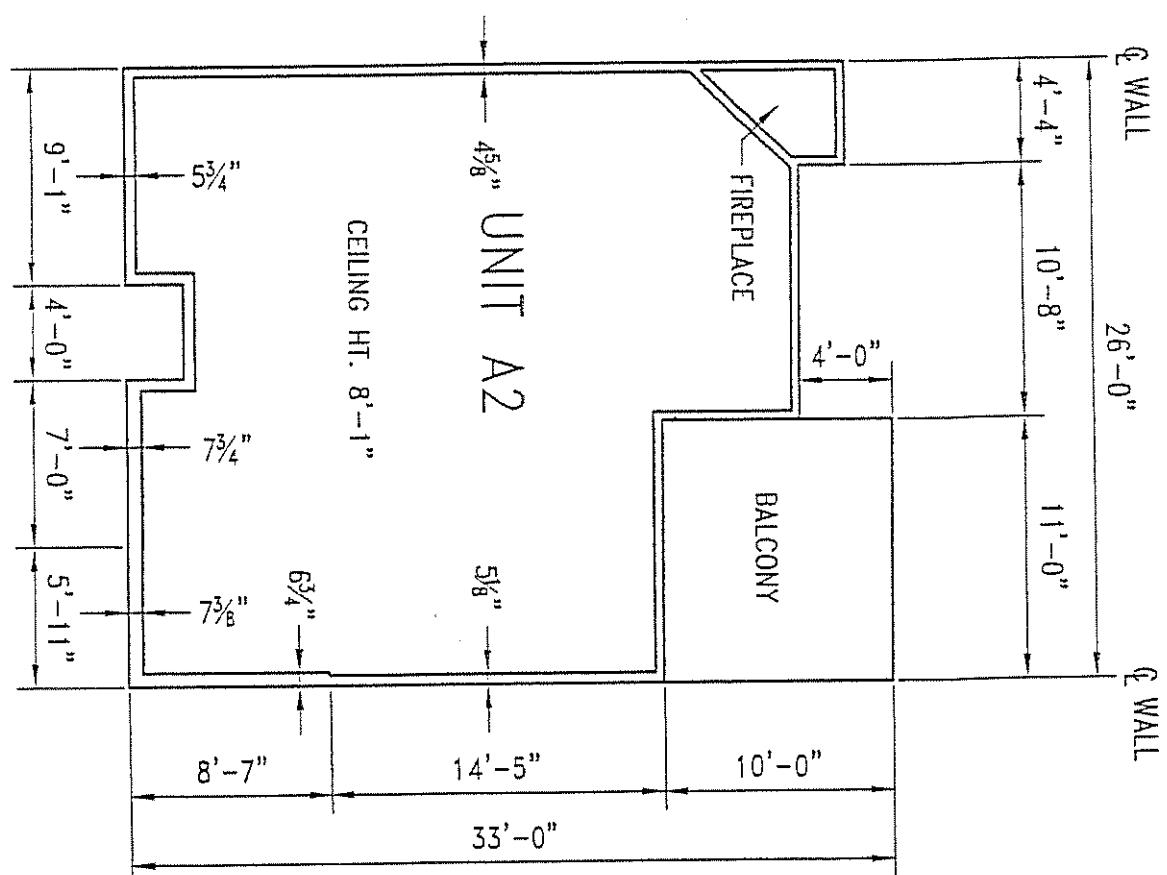
UNIT A1
 $1\frac{1}{8}'' = 1'-0''$

CONDOMINIUM PLAN
 RESIDENCES AT ADOBE HIL
 TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA
 SHEET 1B OF 33 SHEETS

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Consulting Civil and Structural En
 gineers
 105 N TEHON STREET, SUITE 100
 SAN JOSE, CALIFORNIA



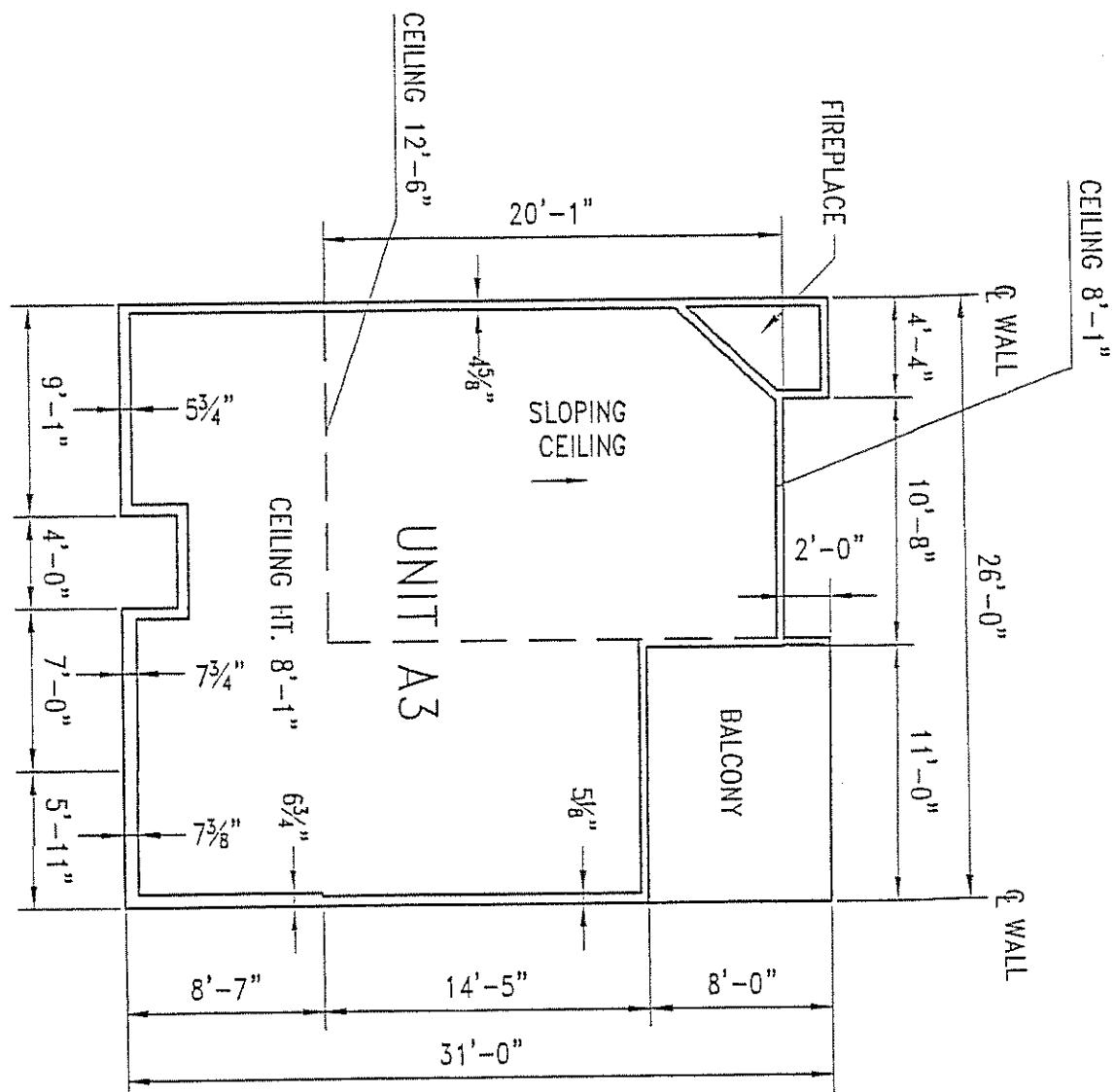
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UNIT A2
 $1/8'' = 1'-0''$

CONDOMINIUM PLAN
 RESIDENCES AT ADOBE HILL
 TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA
 SHEET 19 OF 33 SHEET

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Consulting Civil and Structural Engineers
 1075 N Union Street, Suite 100
 SAN JOSE, CALIFORNIA 95126



LEGEND

- — — WALL
- — — CEILING BREAK LINE ABOVE

J-μ-J

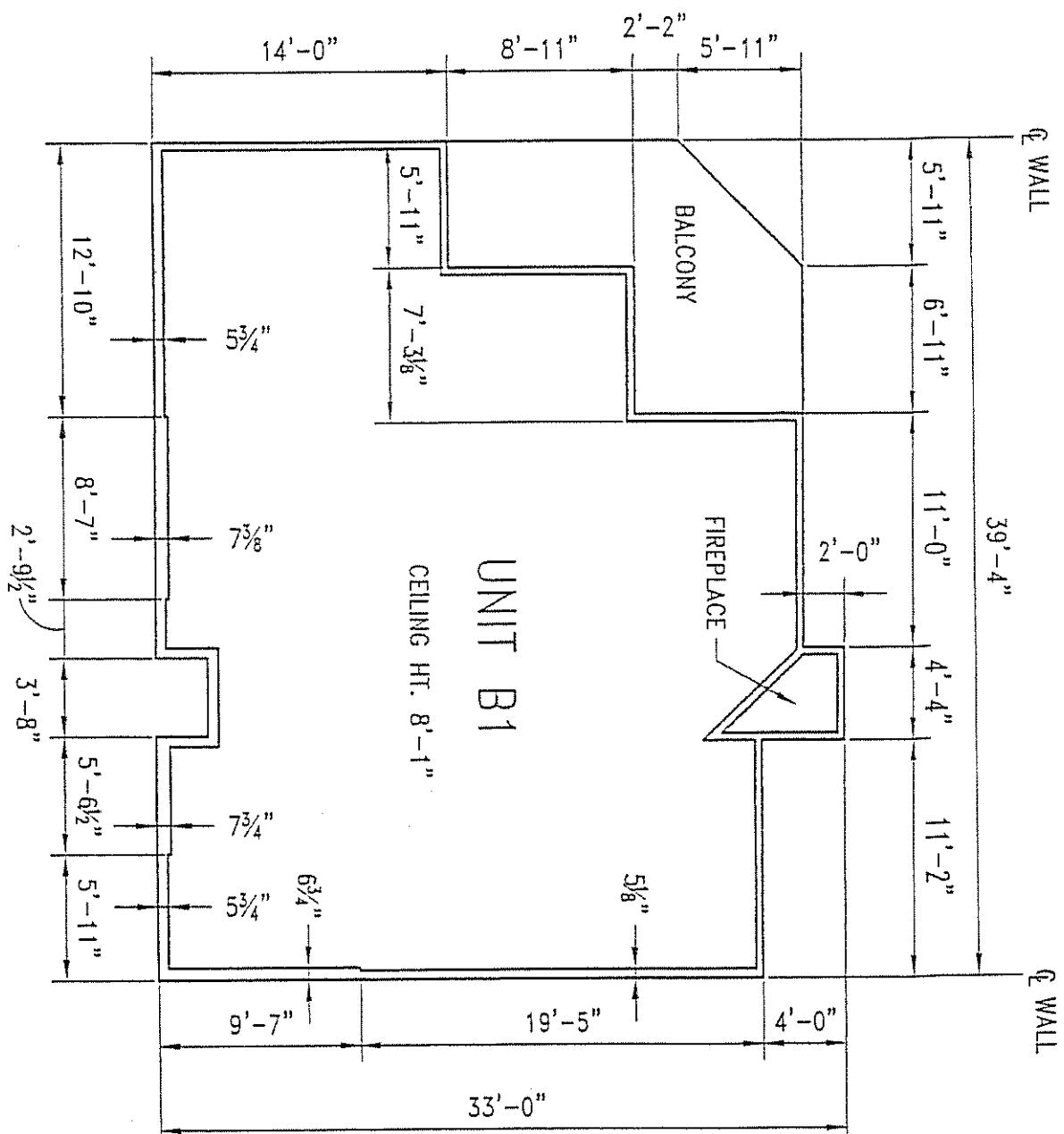
UNIT A3
1/8"=1'-0"

RESIDENCES AT ADOBE HILL
TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA
SHEET 20 OF 33 SHEET

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Consulting Civil and Structural Engineers
105 N 16TH STREET, SUITE 100
SAN JOSE, CALIFORNIA
SAN MATEO, FAIRFIELD, MONTEREY, PLEASANTON, SAN FRANCISCO, CA

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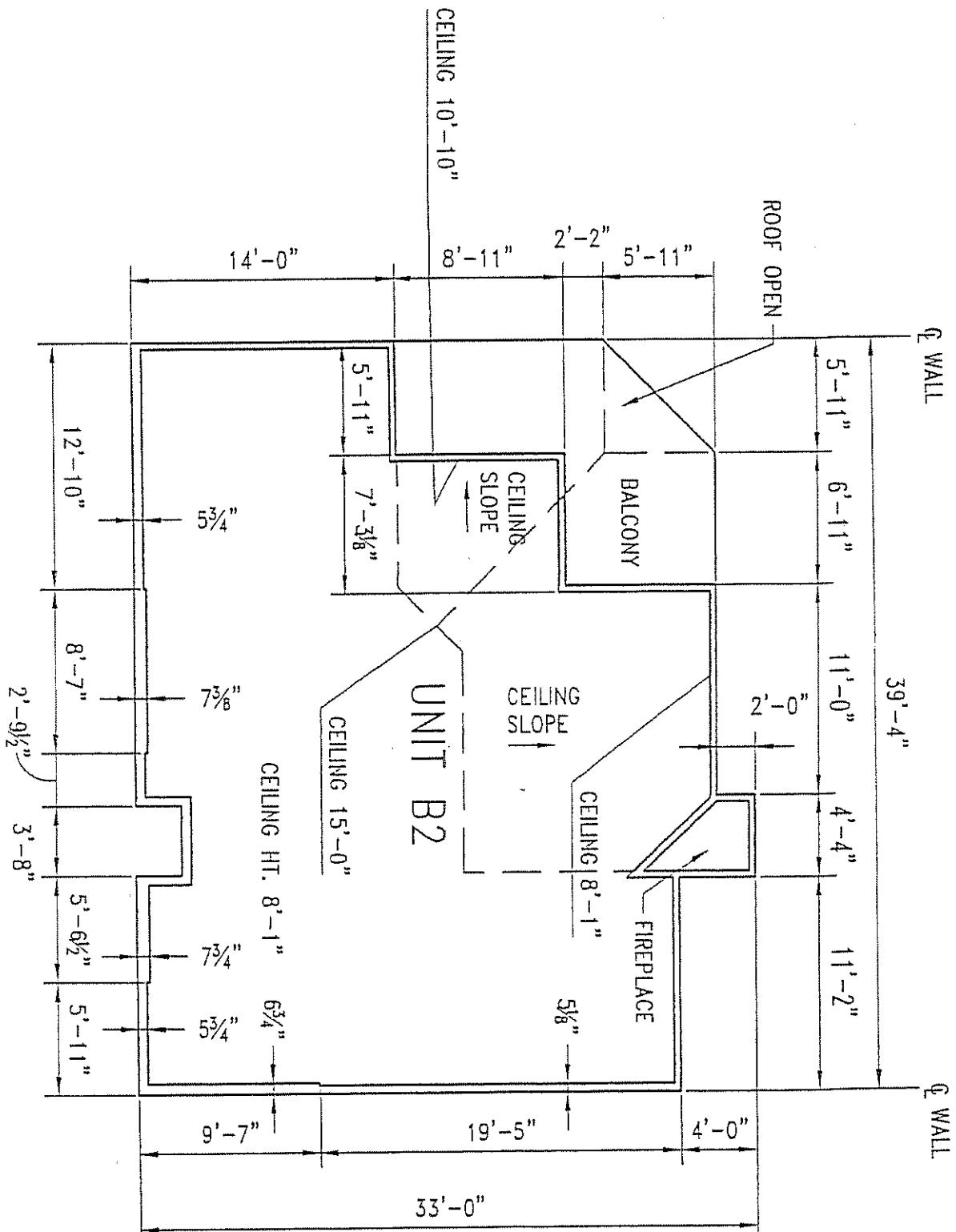
Order: MG99GJ3ST
Address: 39224 Guardino Dr Apt 202
Order Date: 01-07-2022
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UNIT B1
 $1\frac{1}{8}'' = 1'-0''$
CONDOMINIUM PLAN
RESIDENCES AT ADOBE HILL
TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA

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C'REEGAN+D'ANG
Consulting Civil and Structural Engineers
1075 N. DIBBLE STREET, SUITE 1000
SAN JOSE, CALIFORNIA



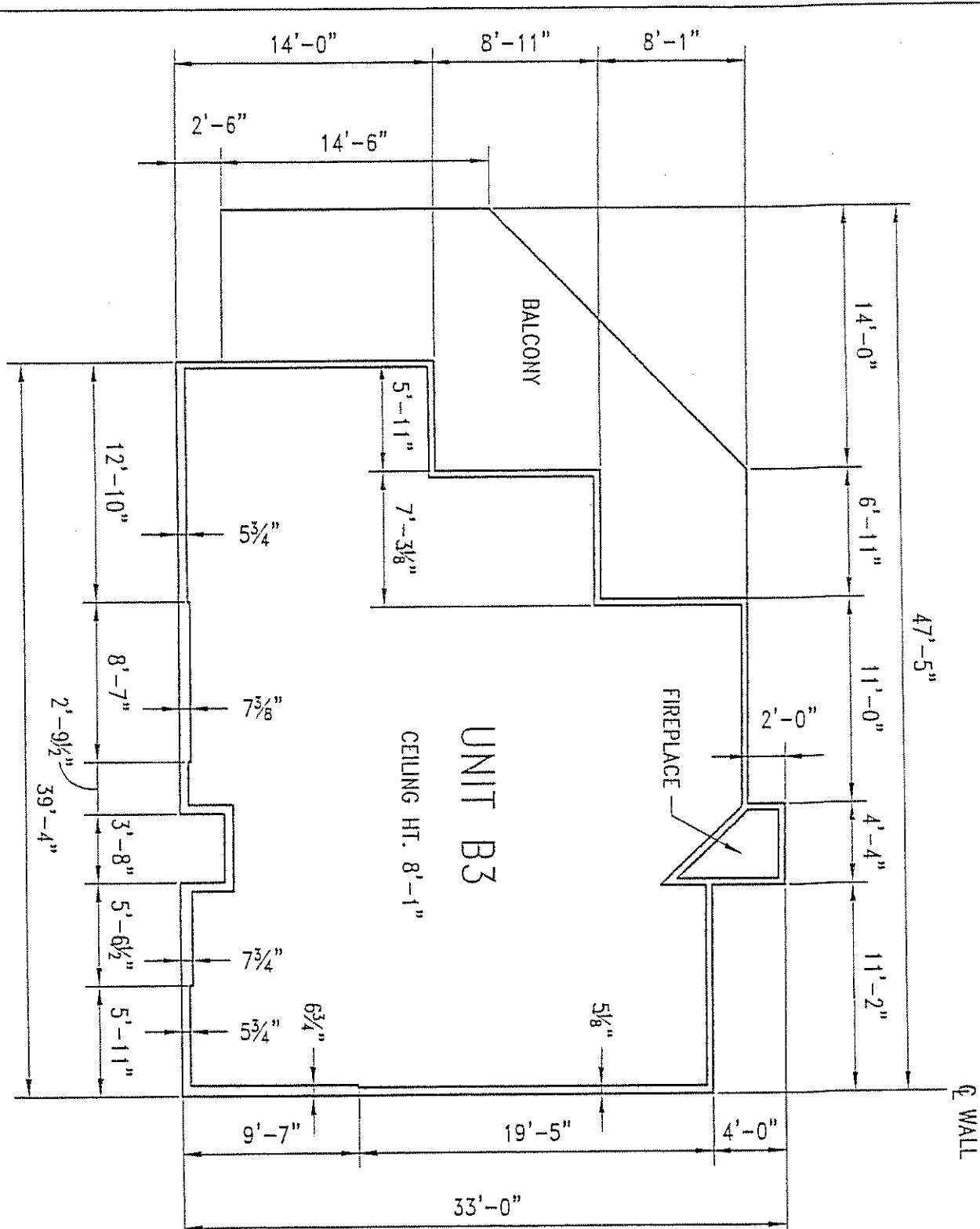
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Address: 39224 Guardino Dr Apt 202
Order Date: 01-07-2022
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UNIT B2
1/8" = 1'-0"

ALAMEDA COUNTY CALIFORNIA
SHEET 22 OF 33 SHEET

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**CREEGAN-D'ANG
Consulting Civil and Structural En
1025 N. WILM STREET, SUITE 10
SAN JOSE, CALIFORNIA**



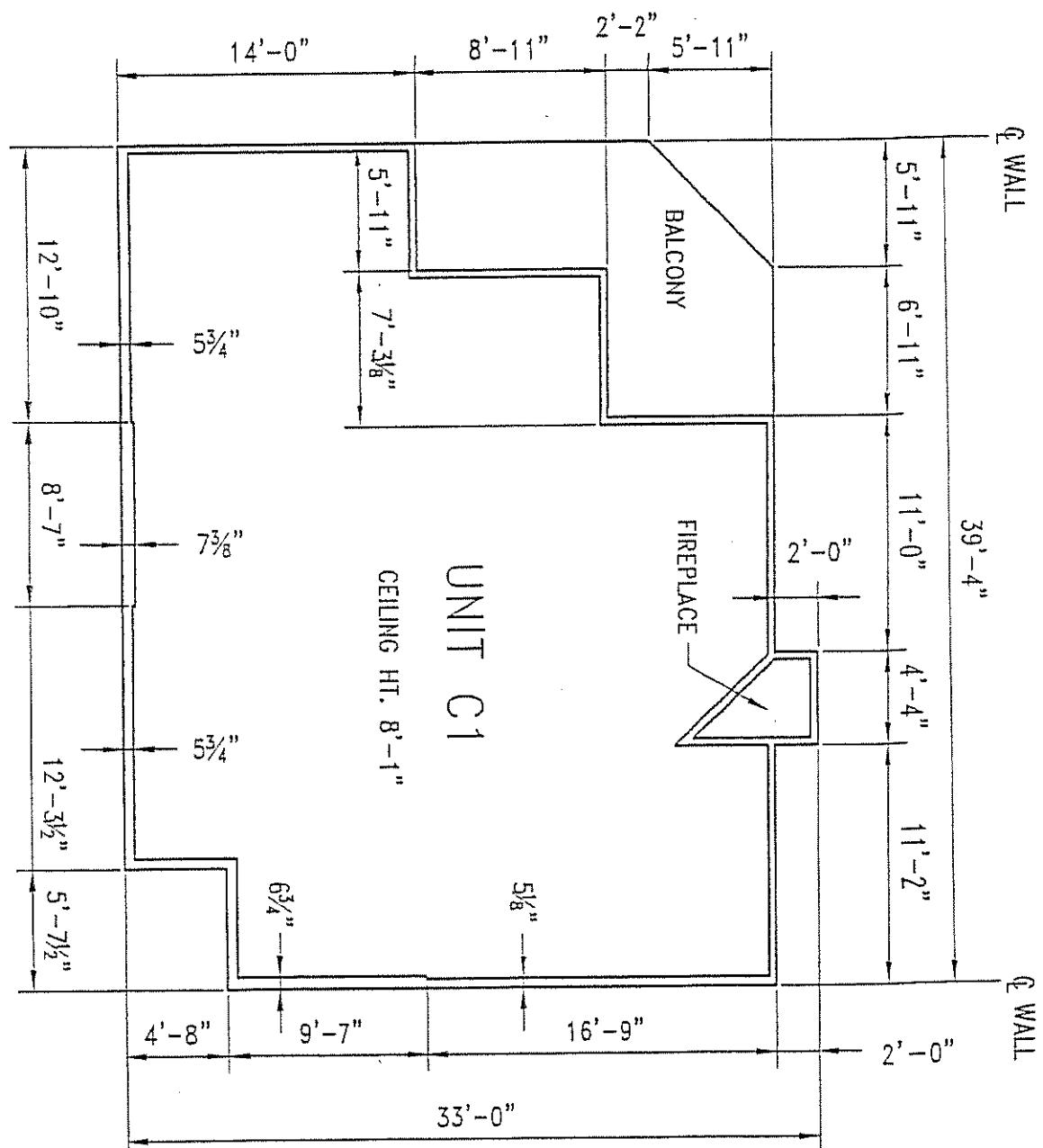
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UNIT B3
 $1/8'' = 1'-0''$
 CONDOMINIUM PLAN
 RESIDENCES AT ADOBE HILL
 TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA
 SHEET 23 OF 33 SHEETS



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 Consulting Civil and Structural En
 gineers
 1015 N 16TH STREET, SUITE 100
 SAN JOSE, CALIFORNIA 95112
 (408) 266-1200



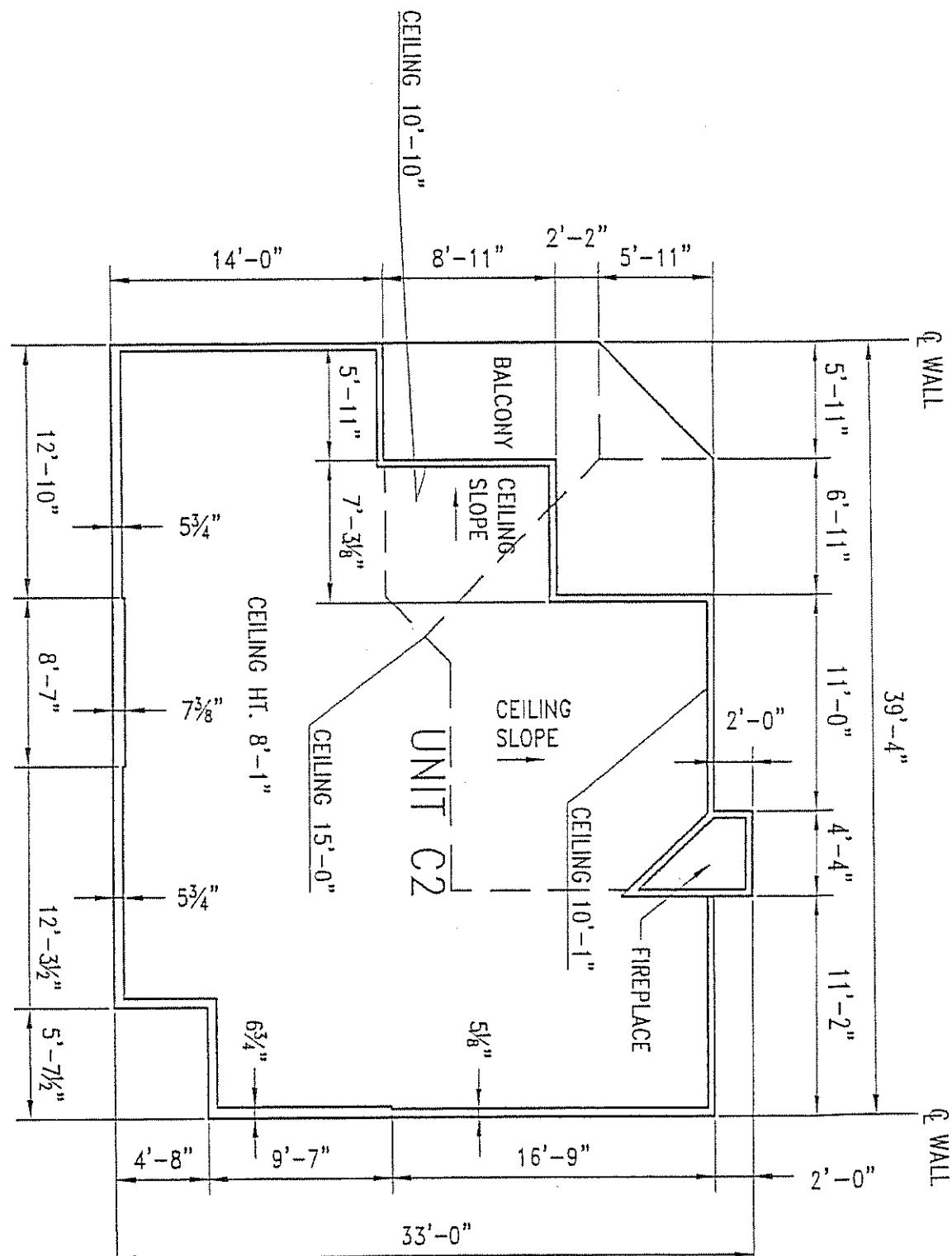
UNIT C1
 $1/8'' = 1'-0''$
CONDOMINIUM PLAN
RESIDENCES AT ADOBE HILL
TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA
SHEET 24 OF 33 SHEET

CREEGAN+D'ANG

Consulting Civil and Structural Engineers
1075 N TEHRAN STREET, SUITE 100
SAN JOSE, CALIFORNIA 95103

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LEGEND

- WALL
- CEILING BREAK LINE ABOVE

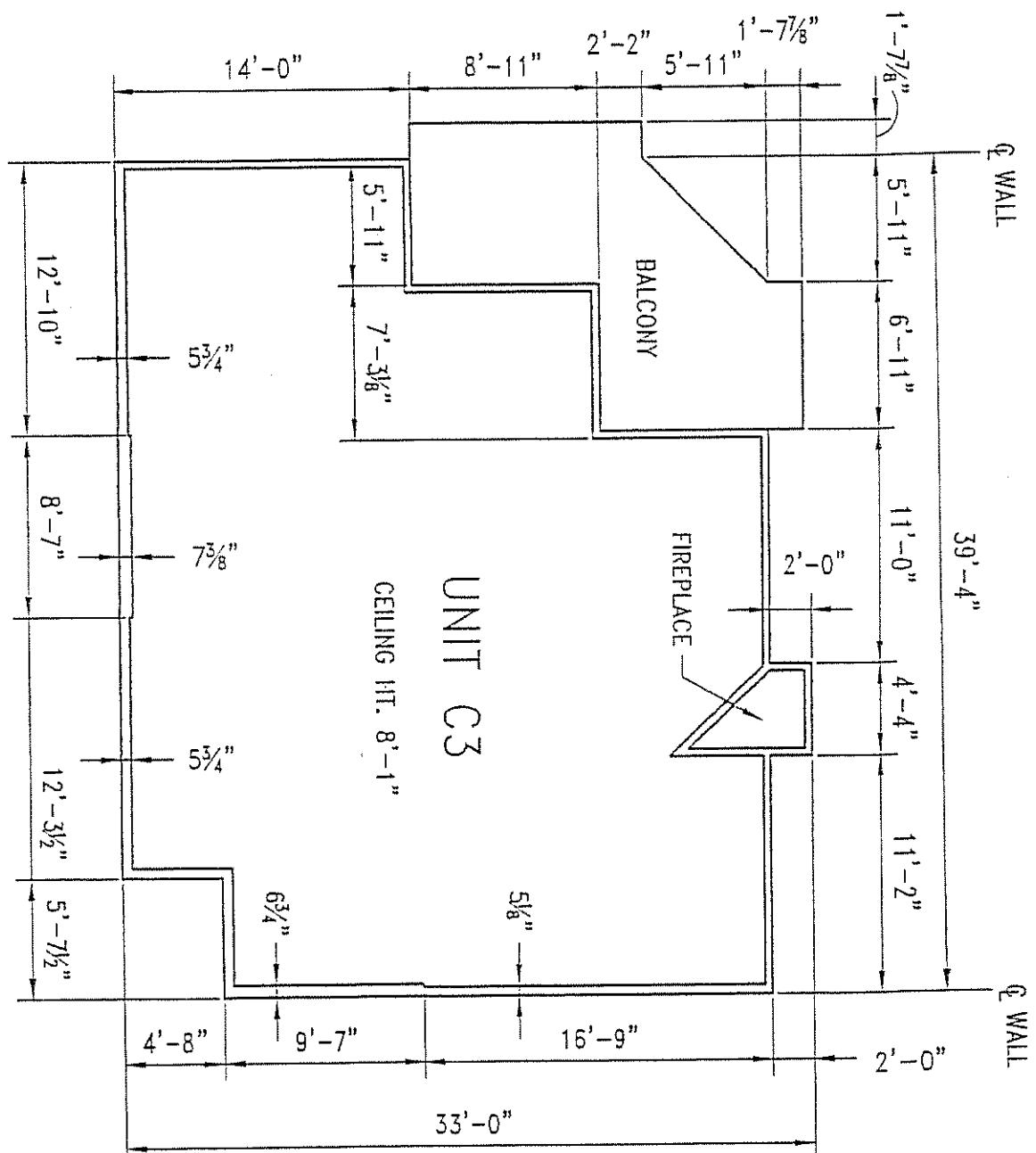
UNIT C2
 $1/8'' = 1'-0''$
 CONDOMINIUM PLAN
 RESIDENCES AT ADOBE HILL
 TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA
 SHEET 25 OF 33 SHEET



CREEGAN + D'ANG
 Consulting Civil and Structural Engineers
 1075 N 10TH STREET, SUITE 100
 SAN JOSE, CALIFORNIA 95112
 (408) 266-1100

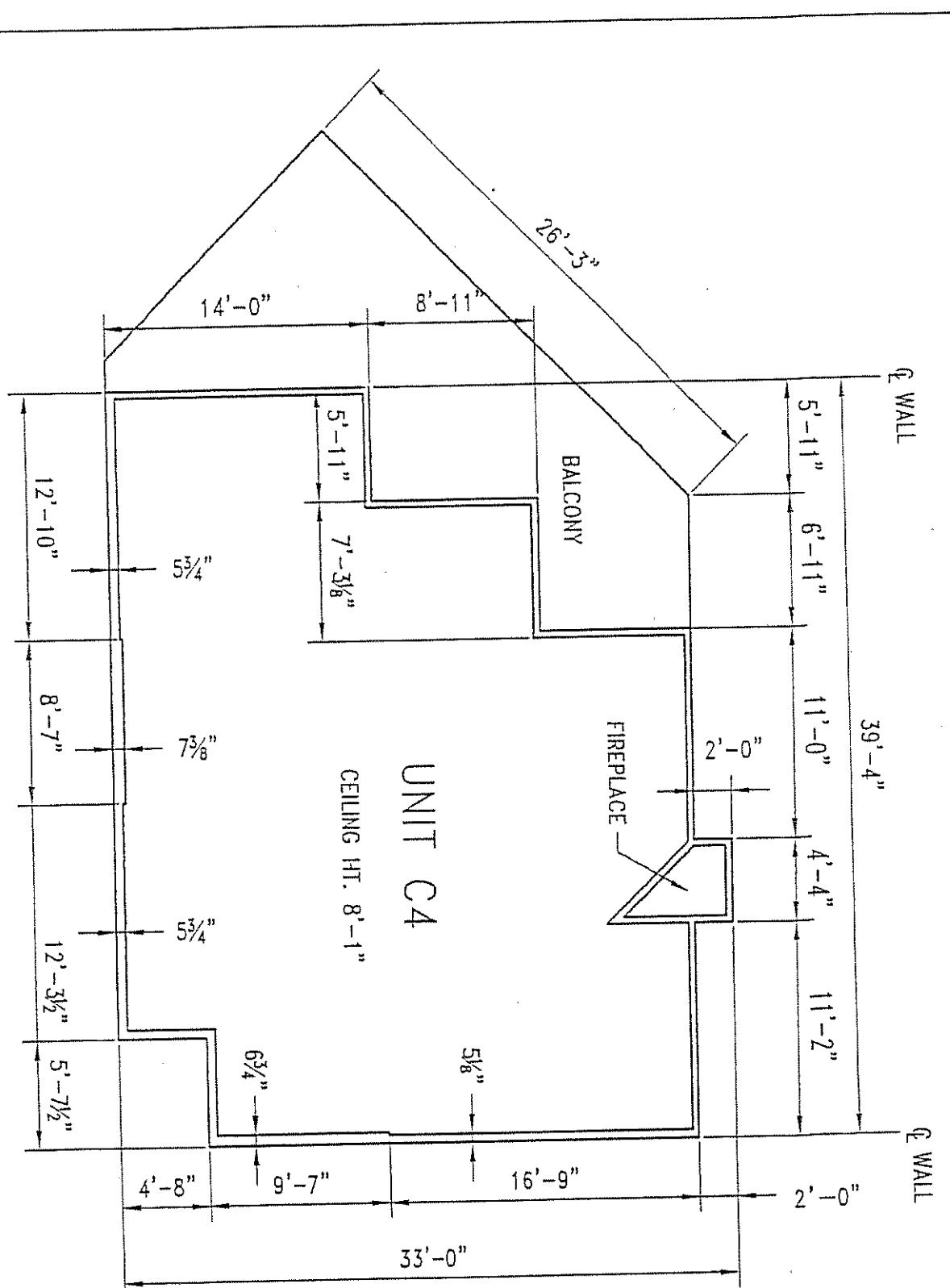
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UNIT C3
 $1\frac{1}{8}'' = 1'-0''$
 CONDOMINIUM PLAN
 RESIDENCES AT ADOBE HILL
 TRACT NO. 5807

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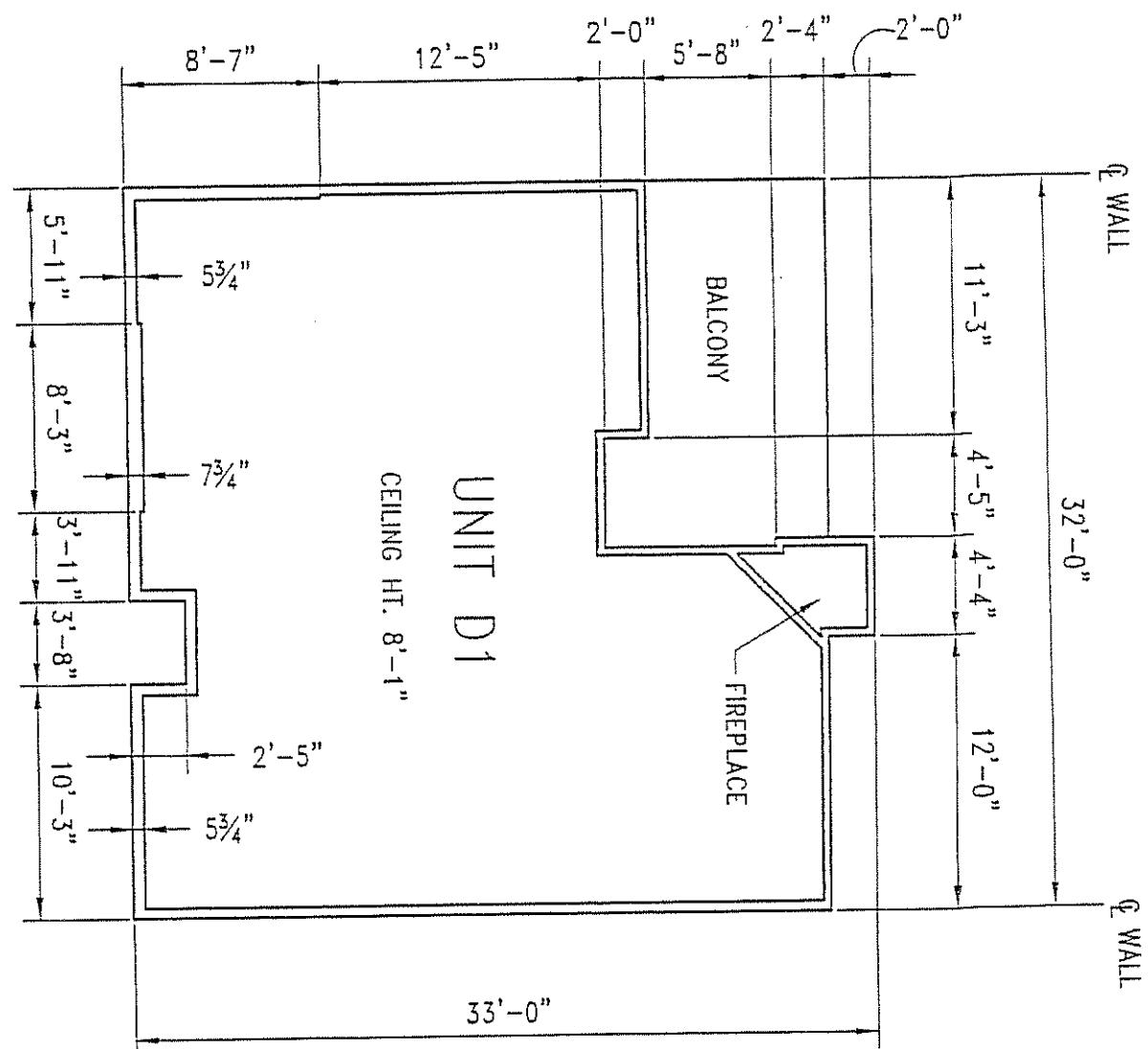




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Order Date: 01-07-2022
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UNIT C4
1/8" = 1'-0"
CONDOMINIUM PLAN
RESIDENCES AT ADOBE HILL
TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA
SHEET 27 OF 33 SHEETS



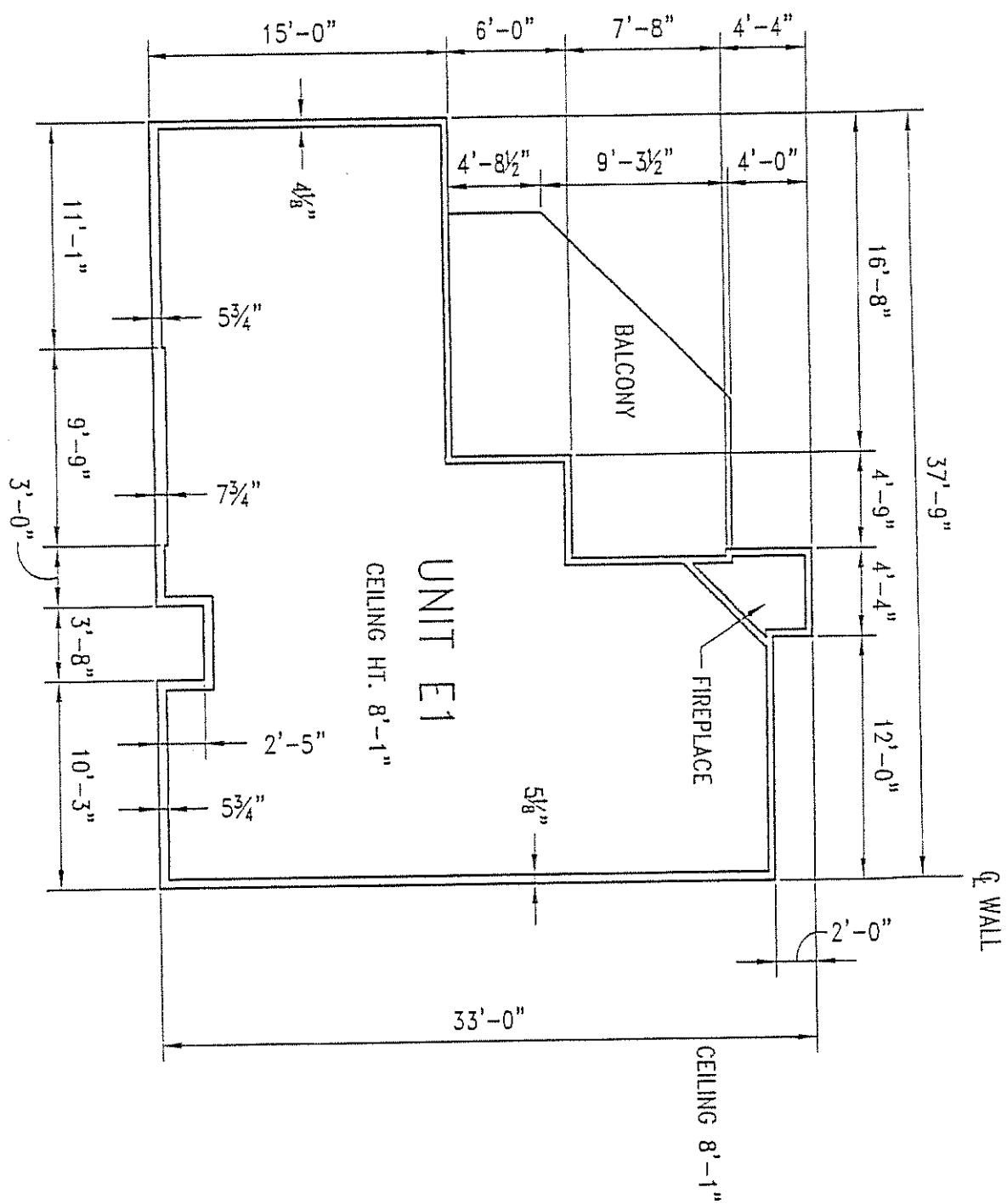
UNIT D1
 $1/8'' = 1'-0''$

CONDOMINIUM PLAN
 RESIDENCES AT ADOBE HI
 TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA
 SHEET 2B OF 33 SHEET

CREEGAN+D'AMICO
 Consulting Civil and Structural
 1025 N. REPUBLIC STREET, SUITE 1
 SAN JOSE, CALIFORNIA

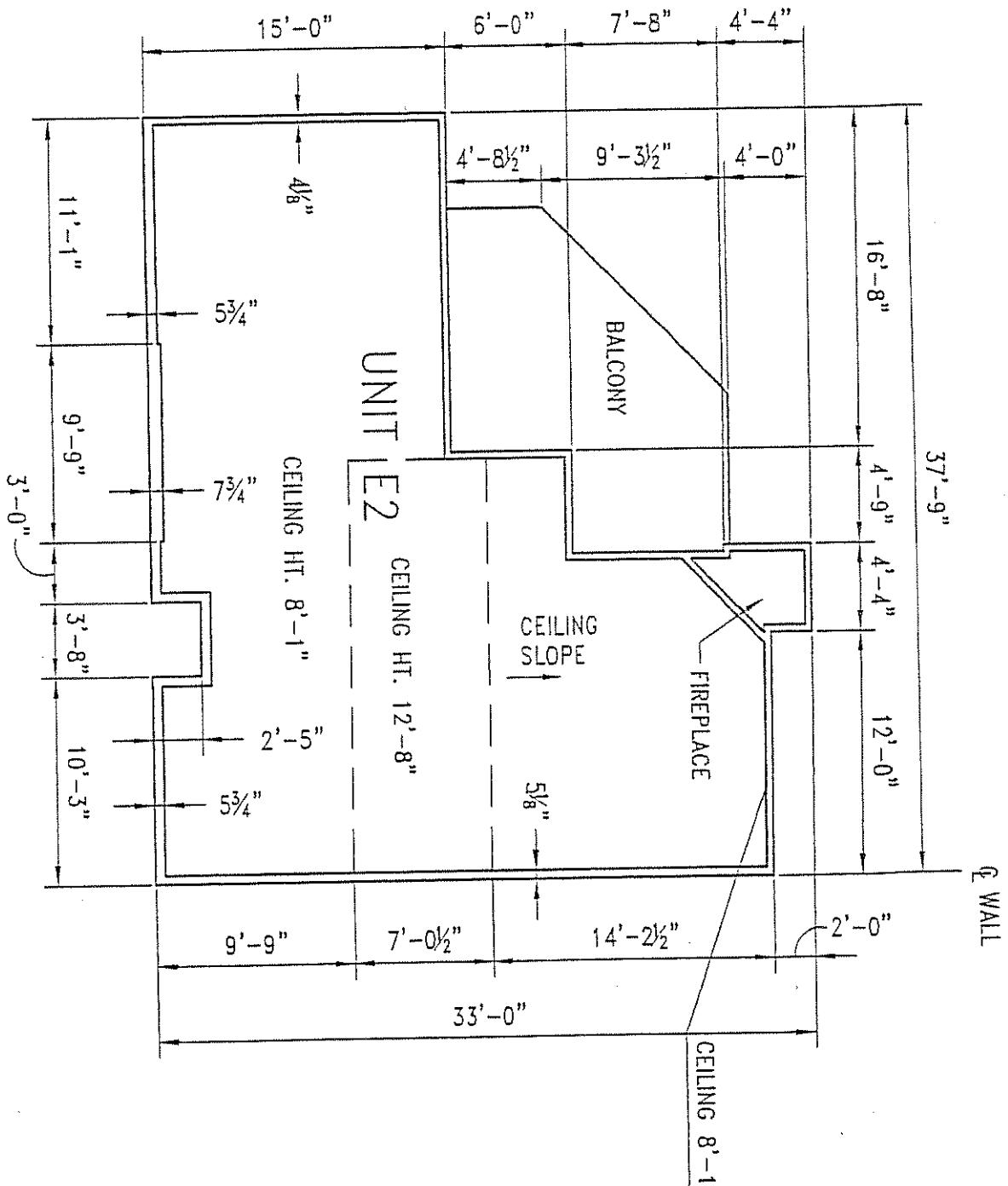
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UNIT E
1/8" = 1'-0"

ALAMEDA COUNTY CALIFORNIA
SHEET 30 OF 33 SHEET

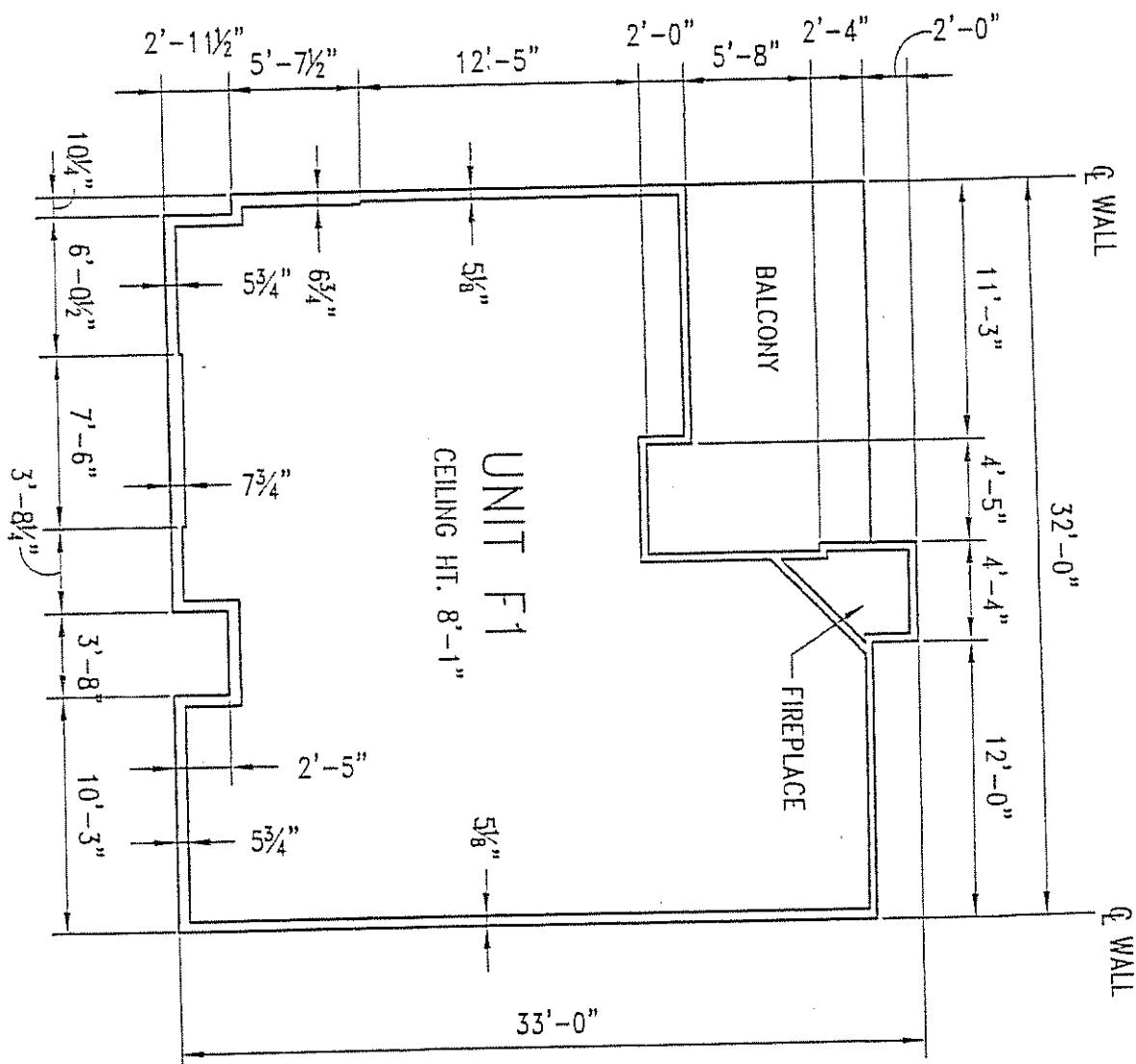


UNIT E2
1/8" = 1'-0"
CONDOMINIUM PLAN
RESIDENCES AT ADOBE HI
TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA
SHEET 31 OF 33 SHEE

CREEGAN+D'AM
Consulting Civil and Structural
1025 N 16TH STREET, SUITE 1
SAN JOSE, CALIFORNIA
95112

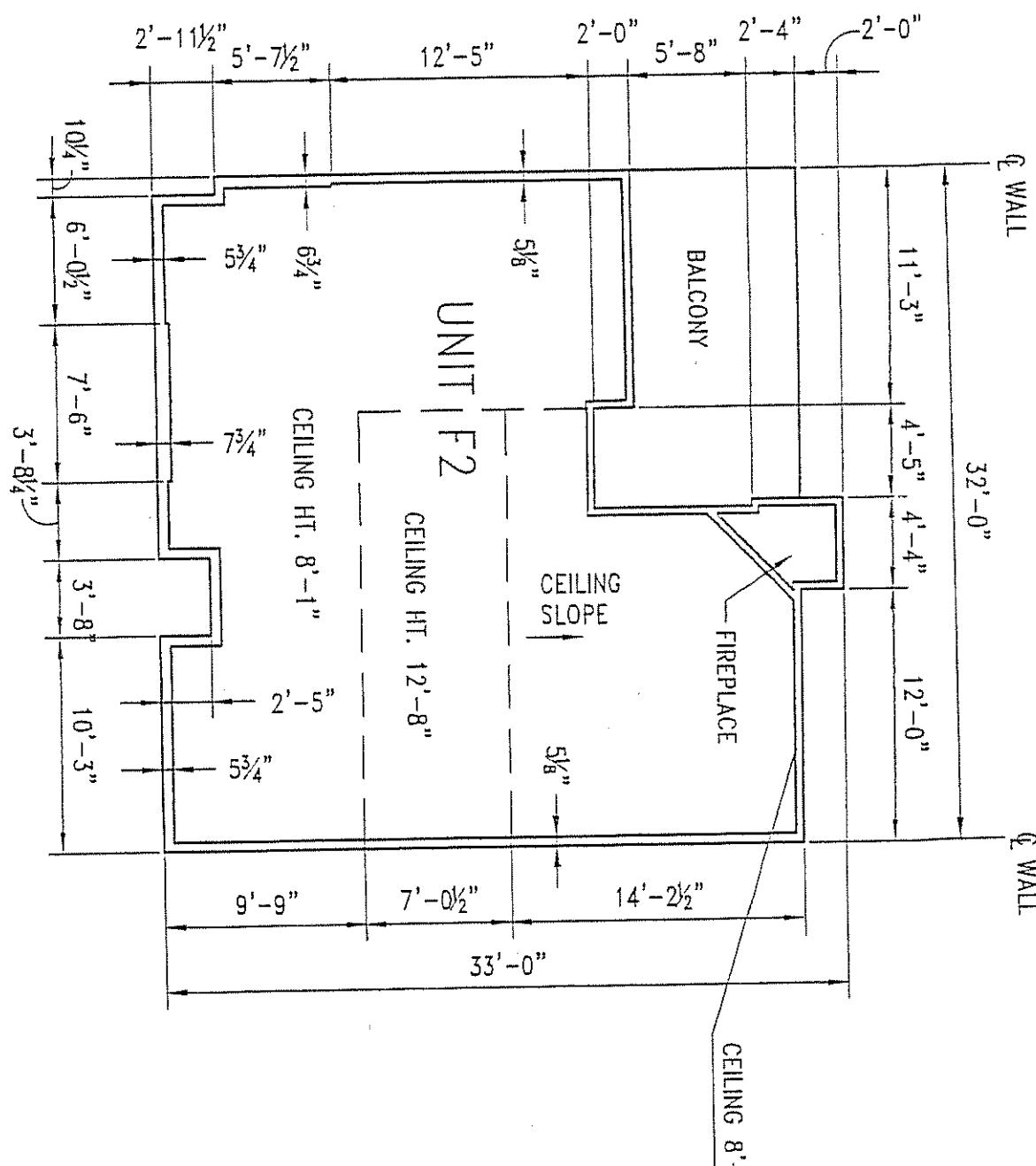
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UNIT F1
1/8" = 1'-0"

ALAMEDA COUNTY CALIFORNIA



UNIT F2
 $1/8'' = 1'-0''$
CONDOMINIUM PLAN
RESIDENCES AT ADOBE HILL
TRACT NO. 5807

ALAMEDA COUNTY CALIFORNIA
 SHEET 33 OF 35 SHEE

SAN JOSE, FAIRFIELD, MONTREY, PLEASANTON, SAN FRANCISCO



CREEGAN + D'ANC
 Consulting Civil and Structural Engineers
 1055 DEAR STREET, SUITE 110
 SAN JOSE, CALIFORNIA

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EXHIBIT B - Assessment Proration Schedule

The cost of the prorated items described in Section 6.9 shall be allocated among the Condominiums in accordance with the following percentages:

| <u>Building and Unit Number</u> | <u>Percentage of Prorated Assessments</u> |
|-------------------------------------|---|
| BUILDING 1 | |
| 1-101 | 00.77 |
| 1-102 | 00.63 |
| 1-103 | 00.50 |
| 1-104 | 00.50 |
| 1-105 | 00.50 |
| 1-106 | 00.63 |
| 1-107 | 00.50 |
| 1-108 | 00.77 |
| 1-201 | 00.77 |
| 1-202 | 00.63 |
| 1-203 | 00.50 |
| 1-204 | 00.50 |
| 1-205 | 00.50 |
| 1-206 | 00.63 |
| 1-207 | 00.50 |
| 1-208 | 00.77 |
| 1-301 | 00.77 |
| 1-303 | 00.50 |
| 1-304 | 00.50 |
| 1-305 | 00.50 |
| 1-306 | 00.63 |
| 1-307 | 00.50 |
| 1-308 | 00.77 |
| BUILDING 2 | |
| 2-101 | 00.77 |
| 2-102 | 00.76 |
| 2-103 | 00.50 |
| 2-104 | 00.50 |
| 2-105 | 00.63 |
| 2-106 | 00.50 |
| 2-107 | 00.63 |
| 2-108 | 00.50 |
| 2-109 | 00.50 |
| 2-110 | 00.50 |
| 2-111 | 00.77 |
| 2-112 | 00.76 |
| 2-201 | 00.77 |
| 2-202 | 00.76 |
| 2-203 | 00.50 |
| 2-204 | 00.50 |
| 2-205 | 00.63 |

Order: MG99GJ3S
Address: 39224 Guardino Dr Apt 202
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| <u>Building and Unit Number</u> | <u>Percentage of Prorated Assessments</u> |
|---------------------------------|---|
| 2-206 | 00.50 |
| 2-207 | 00.63 |
| 2-208 | 00.50 |
| 2-209 | 00.50 |
| 2-210 | 00.50 |
| 2-211 | 00.77 |
| 2-212 | 00.76 |
| 2-302 | 00.76 |
| 2-303 | 00.50 |
| 2-304 | 00.50 |
| 2-305 | 00.63 |
| 2-306 | 00.50 |
| 2-307 | 00.63 |
| 2-308 | 00.50 |
| 2-309 | 00.50 |
| 2-310 | 00.50 |
| 2-312 | 00.76 |

BUILDING 3

| | |
|-------|-------|
| 3-101 | 00.77 |
| 3-102 | 00.63 |
| 3-103 | 00.61 |
| 3-104 | 00.50 |
| 3-105 | 00.50 |
| 3-106 | 00.50 |
| 3-107 | 00.50 |
| 3-108 | 00.63 |
| 3-109 | 00.77 |
| 3-201 | 00.77 |
| 3-202 | 00.63 |
| 3-203 | 00.61 |
| 3-204 | 00.50 |
| 3-205 | 00.50 |
| 3-206 | 00.50 |
| 3-207 | 00.50 |
| 3-208 | 00.63 |
| 3-209 | 00.77 |
| 3-302 | 00.63 |
| 3-303 | 00.61 |
| 3-304 | 00.50 |
| 3-305 | 00.50 |
| 3-306 | 00.50 |
| 3-307 | 00.63 |
| 3-308 | 00.63 |

Order: MG99GJ
 Address: 39224 Sardino Dr Apt 202
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Building and

Percentage of

| <u>Unit Number</u> | <u>Prorated Assessments</u> |
|--------------------|-----------------------------|
|--------------------|-----------------------------|

BUILDING 4

| | |
|-------|-------|
| 4-101 | 00.77 |
| 4-102 | 00.76 |
| 4-103 | 00.50 |
| 4-104 | 00.50 |
| 4-105 | 00.63 |
| 4-106 | 00.50 |
| 4-107 | 00.63 |
| 4-108 | 00.50 |
| 4-109 | 00.50 |
| 4-110 | 00.50 |
| 4-111 | 00.77 |
| 4-112 | 00.76 |
| 4-201 | 00.77 |
| 4-202 | 00.76 |
| 4-203 | 00.50 |
| 4-204 | 00.50 |
| 4-205 | 00.63 |
| 4-206 | 00.50 |
| 4-207 | 00.63 |
| 4-208 | 00.50 |
| 4-209 | 00.50 |
| 4-210 | 00.50 |
| 4-211 | 00.77 |
| 4-212 | 00.76 |
| 4-302 | 00.76 |
| 4-303 | 00.50 |
| 4-304 | 00.50 |
| 4-305 | 00.63 |
| 4-306 | 00.50 |
| 4-307 | 00.63 |
| 4-308 | 00.50 |
| 4-309 | 00.50 |
| 4-310 | 00.50 |
| 4-312 | 00.76 |

BUILDING 5

| | |
|-------|-------|
| 5-101 | 00.77 |
| 5-102 | 00.77 |
| 5-103 | 00.61 |
| 5-104 | 00.50 |
| 5-105 | 00.61 |
| 5-106 | 00.50 |
| 5-107 | 00.61 |
| 5-108 | 00.50 |
| 5-109 | 00.50 |
| 5-110 | 00.50 |
| 5-111 | 00.50 |
| 5-112 | 00.76 |

Order: MG99GJ3
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Building and

Percentage of

| <u>Unit Number</u> | <u>Prorated Assessments</u> |
|--------------------|-----------------------------|
| 5-113 | 00.76 |
| 5-114 | 00.50 |
| 5-115 | 00.50 |
| 5-116 | 00.76 |
| 5-117 | 00.61 |
| 5-118 | 00.77 |
| 5-201 | 00.77 |
| 5-202 | 00.77 |
| 5-203 | 00.61 |
| 5-204 | 00.50 |
| 5-205 | 00.61 |
| 5-206 | 00.50 |
| 5-207 | 00.61 |
| 5-208 | 00.50 |
| 5-209 | 00.50 |
| 5-210 | 00.50 |
| 5-211 | 00.50 |
| 5-212 | 00.76 |
| 5-213 | 00.76 |
| 5-214 | 00.50 |
| 5-215 | 00.50 |
| 5-216 | 00.76 |
| 5-217 | 00.61 |
| 5-218 | 00.77 |
| 5-302 | 00.77 |
| 5-303 | 00.63 |
| 5-304 | 00.50 |
| 5-305 | 00.61 |
| 5-306 | 00.50 |
| 5-307 | 00.61 |
| 5-308 | 00.50 |
| 5-309 | 00.50 |
| 5-311 | 00.50 |
| 5-312 | 00.50 |
| 5-313 | 00.76 |
| 5-314 | 00.50 |
| 5-315 | 00.50 |
| 5-316 | 00.76 |
| 5-317 | 00.61 |

Order: MG99GJ3ST
 Address: 39224 Guardino Dr Apt 202
 Order Date: 01-07-2022
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EXHIBIT C - Claims Procedures

RESIDENCES AT ADOBE HILLS

CLAIMS PROCEDURE

EXHIBIT C

This Exhibit contains alternative dispute resolution procedures that include a waiver of a trial by a jury. You are advised to read these procedures carefully and consult with legal counsel if you have any questions.

This document describes the procedures for filing claims against Declarant and certain other designated parties related to this Development. Unless the context indicates otherwise, the definitions set forth in Article 1 of the Declaration shall apply in this Exhibit.

Any claim, dispute or other controversy between the Association and/or any Owner(s) and the Declarant or any director, officer, shareholder, partner, employee or agent of the Declarant or any contractor, subcontractor, design professional, engineer or other person that provided materials, labor or other services to the Development (collectively the "Declarant" for purposes of this Exhibit) relating to this Declaration, the use, condition or operation of any Condominium or Association Property Improvement or landscaping, whether based in contract, tort or statute violation, (individually and collectively the "Claim") shall be subject to the Claim procedures set forth in Section 1 and 2 of this Exhibit.

Declarant, the Association and each Owner covenant not to commence any litigation without complying with the procedures described in Section 1. If any party breaches the foregoing, the other party may obtain an appropriate order compelling the breaching party to comply with the procedures. Except as is expressly authorized by law, nothing herein shall reduce or extend any applicable time frame within which legal action must be commenced, including applicable statutes of limitation or repose.

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1. Inspection and Mediation Procedures: See OneWiseDocs

If the Association or an Owner elects to make a Claim (the "Claimant"), the Claim shall be subject to the procedures set forth in this **Section 1**. The Claimant shall notify Declarant in writing of the Claim pursuant to the Claim notice requirements in **Section 3** of this Exhibit. The notice shall: (i) contain the Claimant's name and address, (ii) state that the Claimant elects to commence the procedures in this Exhibit to resolve the Claim; and (iii) describe the nature and location of the Claim in reasonable detail (the "Claim Notice"). The Claim is subject to the following procedures:

(i) Notice, Right to Inspect, and Right to Corrective Action. Within 30 days of Declarant's receipt of the Claim Notice, the Claimant and Declarant's representatives shall meet at the Claimant's Property to discuss the Claim. At such meeting or at such other mutually-agreeable time, Declarant's representatives shall have full access to the Property for the purposes of inspecting the Property and investigating the Claim. The parties shall negotiate in good faith in an attempt to resolve the Claim. If the Claimant and Declarant cannot agree on the validity of the Claim, the corrective action needed, the party to take the corrective action or any other matter related to the Claim within 60 days of Declarant's receipt of the Claim Notice or such longer time as may be mutually acceptable to the Claimant and Declarant, either party may commence the mediation procedures described in **Section 1(ii)** below. If the parties agree on any corrective action, Declarant's representatives shall be provided full access to the Property to take and complete corrective action. Declarant shall commence the corrective work no later than 30 days following the Claimant's acceptance of the proposed corrective action, and shall use commercially reasonable efforts to complete the work within 90 days. If Declarant fails to respond to the Claim Notice or fails to meet with the Claimant within the time period required herein, the Claimant is released from any further obligation to comply with the nonadversarial procedures in this **Section 1** and may proceed to initiate the litigation as described in **Section 2**.

(ii) Mediation. If the Claim is not resolved in accordance with the procedures described in **Section 1(i)** and except as otherwise provided in **Section 1(ii)**, either the Claimant or the Declarant may submit the Claim to mediation under the mediation procedures adopted by the Judicial Arbitration and Mediation Services ("JAMS") or any successor thereto or to any other entity offering mediation services that is acceptable to the Claimant and the Declarant. The parties shall cooperate so that the mediation hearing can be held as soon as practicable. If the mediation hearing cannot take place within 90 days of Declarant's receipt of the Claims Notice or such later date as may be acceptable to Claimant and Declarant, the parties are released from any further obligation under this **Section 1(ii)** and either party may proceed to initiate the litigation as described in **Section 2**.

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Each party shall bear their own mediation expenses. Any party to the mediation may at anytime after a minimum of four hours of mediation terminate the mediation by notifying the other parties and the mediator and may proceed to initiate litigation as described in **Section 2**.

No person shall serve as a mediator who has any financial or personal interest in the result of the mediation, except by the written consent of all parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt commencement of the mediation process.

Each party shall submit a brief memorandum setting forth its position with regard to the issues that need to be resolved within ten days of the selection of the mediator or within such time frame established by the mediator. The mediation shall be commenced within ten days following the submittal of the memoranda. The mediation shall be held in the county in which the Property is located or such other place as is mutually acceptable to the parties.

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

The mediation shall be subject to the provisions of Evidence Code sections 1115 through 1128, or any successor statutes thereto, except as the parties may agree otherwise in writing or orally in accordance with the requirements of Evidence Code section 1118.

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

If the Claim is not resolved in accordance with these nonadversarial prelitigation procedures, the Claim shall be resolved in accordance with the binding adversarial procedures set forth in **Section 2**.

2. Litigation Procedures:

If Claimant and Declarant cannot resolve the entire Claim in accordance with the procedures in **Section 1** of this Exhibit, either party may commence litigation in any court of competent jurisdiction for trial before a judge without a jury. **CLAIMANT AND DECLARANT EACH WAIVES THE RIGHT TO A TRIAL BY A JURY.** Claimant and Declarant agree that because of the additional time and expense involved with a jury and the potential complexity of any Claim made by Claimant, it is in the interests of both parties to have the Claim resolved by a judge without a jury.

3. Agent for Services of Claim Notice:

Notice of any Claim made may be served on Declarant's agent via certified mail, overnight mail or personal delivery. The name and address of Declarant's agent for this purpose is:

Claims Procedure Agent - Residences at Adobe Hills
1000 Broadway, Suite 450
Oakland, CA 94607

If Claimant cannot serve the notice on Declarant's agent at the above-reference address because the agent is no longer located at the address or the agent has changed and Declarant has not provided Claimant with an updated address or the name and/or address of the new agent, Claimant may serve the claim notice on Declarant's current place of business or at the address for agent of service of process on file with the California Secretary of State's Office in Sacramento, California. The current telephone number and website for the Secretary of State's Office are: (916) 657-5448 and www.ss.ca.gov. If the notice is served via mail, it shall be assumed received by Declarant on the third business day following deposit into the U.S. Mails. If delivered via overnight mail, such as Federal Express or UPS, it shall be assumed received on the next business day. If delivered personally, it shall be assumed received on the date of personal delivery. These assumptions may be rebutted by Declarant if Declarant did not receive actual notice.

4. Covenants:

The covenants, restrictions, rights, duties, benefits and burdens benefit and bind each Condominium and each Owner and successive Owner thereto as covenants running with the land and equitable servitudes and pursuant to the authority of Civil Code section 945.

5. Amendments:

Notwithstanding anything in the Declaration to the contrary: (i) the provisions in this Exhibit may not be modified or waived without the prior written consent of Declarant; (ii) the provisions in this Exhibit may be modified or waived with respect to any particular Claim with the written consent of Declarant and the Claimant or Claimants that made the Claim.

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APPENDIX I - Unit Maintenance and Repair Responsibilities¹

ASSOCIATION

Within the Unit

Building fire alarm system
Structural repairs to load-bearing walls
Fire sprinkler heads

Within the Common Area:

Exterior door surfaces (including repainting)
Balcony railings and surfaces
Dividing wall between decks
Elastomeric deck membranes
Cleaning exterior window surfaces

[Except as noted, the Association maintains all other Common Area and Association Property Improvements and landscaping.]

CONDOMINIUM OWNER

Within the Unit:

Interior doors and hardware
Interior walls (except structural repairs to load-bearing walls)
Wall coverings (e.g., wallpaper)
Floor coverings (e.g., tile, carpets, carpet pads, and hardwood floors)
Ceiling coverings
Paint
Light fixtures and light bulbs
Cabinets
Appliances (e.g., refrigerators, stoves, ovens, dishwashers, garbage disposals, trash compactors)
Electrical system (e.g., light fixtures, light switches, light bulbs, bathroom fan fixtures, and wiring)
Heating system (e.g., baseboard electric heaters, wall-mounted electrical heaters, heater fans and components)
Plumbing and water system (e.g., toilets, showers, tubs faucets, pipes and drains)
Window coverings
Door locks
Door bells
Mirrors
Smoke detectors
Trade fixtures

Within the Common Area:

Exterior door hardware, including gaskets and seals
Windows, window seals and door screens
Windows (replacement or repair of broken windows)
Electrical wiring, plumbing pipes and drains that exclusively serve the Unit²

Order: MG99GJ3ST

¹ The purpose of this exhibit is to describe the party responsible for maintaining and repairing certain items located within the Unit and within certain portions of the Common Area located in close proximity to the Unit in accordance with the provisions of Sections 4.1 and 4.2.

² Pursuant to Section 4.3 of the Declaration these items shall be maintained and repaired by the Association and the cost shall be paid by the Condominium Owner.



2009308992

09/29/2009 11:53 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE:

30.00

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

Glenn Mau, Esq.
Archer Norris, A Professional Law Corporation
4695 MacArthur Court, Suite 350
Newport Beach, CA 92660
Telephone: (949) 975-8200



8 PGS

SPACE ABOVE FOR RECORDER'S USE ONLY

AMENDED & RESTATED FIRST AMENDMENT

TO

RESIDENCES AT ADOBE HILLS

DECLARATION OF RESTRICTIONS (CC&Rs)

This Amended & Restated First Amendment to Residences at Adobe Hills Declaration of Restrictions (CC&Rs) ("Amended Amendment") is made on the date hereafter set forth by the Residences at Adobe Hills Association, a California nonprofit mutual benefit corporation ("Association"), on the terms and conditions herein stated:

RECITALS

A. The Association's predecessor in interest caused to be recorded that certain Residences at Adobe Hills Declaration of Restrictions (CC&Rs) on September 22, 2003 as Document No. 2003559247 in the Official Records of Alameda County, State of California (the "Declaration"). All capitalized terms not otherwise defined in this Second Amendment shall have the meanings ascribed to them in the Declaration.

B. The Declaration impacts, affects and otherwise encumbers the Property located in the City of Fremont, County of Alameda, State of California and shown as Lot 1 on the final map of Tract 5807 filed for record on January 13, 1989 in Book 181 of Maps at Pages 49 through 51, inclusive, in the Official Records of Alameda County, State of California.

C. Association is the entity formed to operate and manage the Property and to enforce the provisions of the Declaration.

D. The Association desired to amend the Declaration for the purpose of revising the rental restriction policy in Article 3, Section 3.2 of the Declaration, and a First Amendment to Residences at Adobe Hills Declaration of Restrictions was recorded on May 14, 2007, as Document No. 2007185821 in the Official Records of the County (the "First Amendment").

E. However, the First Amendment did not correctly reflect the provisions and intent of the Association or its members, as evidenced by a letter dated January 9, 2006 from the Board of Directors to Owners in connection with the vote on the First Amendment. A copy of the January 9, 2006 letter is attached hereto as Exhibit A. The Board, Association and its members intended that Owners of ALL Units as of May 14, 2007, the date the First Amendment was recorded, were to be classified as "Grandfathered Units," not just those Units that were being rented or leased as of May 14, 2007. Thus, the First Amendment does not reflect the intent of the Board, the Association and its members, nor does it accomplish the purpose for which the First Amendment was prepared and voted upon.

F. Therefore, the Association and its members, through the Board of Directors of the Association, desire to correct the First Amendment through this Amended Amendment to correctly and

accurately reflect the intention of the Association and its members when it voted upon the First Amendment.

NOW THEREFORE, pursuant to **Article 11, Section 11.2** of the Declaration, the President of the Association re-confirms that not less than fifty-one percent (51%) of the total voting power of the Association already voted upon this issue on March 31, 2007, and upon the inherent powers of the Board of Directors to correct the errors in the First Amendment, do hereby declare the following:

1. The First Amendment is hereby *deleted and rescinded* in its entirety, and the following is substituted in lieu thereof:

3.2 Rental of Units. In order to: (a) protect the equity in the Units for the Owners, (b) carry out the purposes for which the Association was formed by preserving the character of the Project as a homogeneous residential community of owner-occupied residences, (c) prevent the Project from assuming the character of a renter-occupied area, (d) ensure that those who control the Association are committed to the community purposes set forth in this Declaration and to the Association's effective operation and maintenance of the Common Area, and (e) retain the Project's ability to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the Project be substantially owner-occupied, the renting or leasing of Units shall be subject to all the provisions of the Governing Documents and this section.

(i) Restriction on the Number of Units Rented. Not more than twenty-five percent (25%) of the Units within the Project shall, at any one time, be rented or otherwise occupied by anyone other than an Owner, members of an Owner's household, or temporary guests, except as provided in this section.

(ii) Implementation. If not already provided to the Board, each Owner renting or leasing a Unit shall immediately provide any information determined by the Board to be necessary or convenient to the implementation of the provisions of this section, including, without limitation, the names of the tenants and members of the tenants' household and copy of the signed lease.

(iii) Grandfathered Units. The restriction on the number of Units that may be leased or rented as set forth in this section shall not apply to all Owners of Units as of May 14, 2007 (the "Grandfathered Units"). Owners of Grandfathered Units shall not be required to obtain permission of the Board to lease said Units; provided, however, that Owners of Grandfathered Units shall be required to provide the information set forth in **Section 3.2(ii)**, above, for each new tenant and occupant of the Unit. For purposes of this section, the Owners of the Grandfathered Units shall be those persons and/or entities who are on title for the Grandfathered Units as of May 14, 2007, as shown in the Official Records of the County, and shall include trusts that may be created by Owners after May 14, 2007 to hold title to said Grandfathered Units, but shall not include any other sale, transfer and/or conveyance, whether in part or in whole, of any interest in the Unit to any person other than a record Owner. Upon the sale, transfer and/or conveyance of any interest in the Unit, other than as set forth herein, said Grandfathered Unit shall no longer be considered a Grandfathered Unit, and cannot be rented or leased unless it meets with the approval of the Association, as set forth in the provisions of this section. The Grandfathered Units shall be counted in the determination of the twenty-five percent (25%) limitation.

(iv) Exceptions. The Board shall have the right but not the obligation to waive some or all of the provisions of this section: (a) in cases of deserving and unusual hardship, or (b) for a limited period of time not to exceed one (1) year, upon written request of an Owner representing that he/she will retake possession and occupancy of the Unit as a resident thereof upon expiration of such limited period of time. The Board shall have the right, but not the obligation, to review the written lease for such limited period of time and to impose provisions which the Board, in its discretion, determines will ensure compliance with the above requirements. Exceptions as authorized by the Board shall take precedence over the order of priority established pursuant to

Section 3.2(iv)(e) and shall be subject to such limitations, requirements and conditions as the Board in its complete discretion deems appropriate.

(iv) Application and Approval Process.

(a) Written Application. Any Owner desiring to rent his or her Unit shall submit an application in writing to the Board, and said application shall state (I) the name, mailing address, Unit address, and record ownership date of the Owner, (II) the proposed lease term, (III) the number of occupants, and (IV) such other information that the Board may, from time to time, require. Each Owner shall have the right, upon written request delivered to the Association, to appear in person before the Board and discuss the request to rent or lease his or her Unit.

(b) Board Review of Application. Within forty-five (45) days after receipt of a written application to rent or lease, the Board shall review the application, and the Board shall issue its approval or denial of the application in writing to the requesting Owner. If the application is denied, the notice shall specify the reason(s). The Board shall approve the written application unless doing so will (i) increase the number of Units rented within the Project to more than that allowed under **Section 3.2(i)**, or (b) otherwise result in the violation of any provision of this section.

(c) Board Decision Conclusive. The decision of the Board pursuant to this section in approving or denying a request to rent or lease a Unit shall be final and conclusive, and not subject to further reconsideration by the Board.

(d) List of Rented/Leased Units. The Board shall maintain a list of all Owners renting or leasing a Unit. The list shall include the Owner's name, mailing address, Unit address, date of record ownership and term of lease. Any Owner may be provided a list of the Unit addresses and length of lease period only, upon payment of a reasonable administrative charge to be set by the Board, and may only be used by such Owner to determine his or her eligibility to rent or lease his or her Unit pursuant to this section.

(e) Priority of Applicants. The Board shall establish and maintain a priority list identifying the name and date the written application of each Owner to rent or lease his or her Unit was submitted to the Board. When the number of Units rented or leased in the Project is less than the maximum percentage allowed under **Section 3.2(i)**, the Board shall authorize the Owner who submitted the earliest application to rent or lease his or her Unit. Once an Owner obtains permission to rent or lease his or her Unit, he or she may do so to consecutive lessees, tenants or renters or for consecutive periods of time without interruption of more than thirty (30) days or may reoccupy his or her Unit for a period not to exceed thirty (30) days without having to reapply to the Board for permission to rent or lease. If an Owner fails to rent or lease his or her Unit within a reasonable time following approval by the Board to do so, such permission shall be automatically revoked and the Owner shall be required to submit a new written application to the Board pursuant to this section.

(f) Requirement of Written Rental Agreement. Any rental or lease of a Unit within the Project and approved by the Board, shall be by a written rental agreement or lease, a fully signed copy of which shall be filed with the Board. Said written rental agreement or lease shall expressly provide that the tenancy and occupants shall be subject to and comply with all of the provisions of the Governing Documents, and that any violation of any provision of the Governing Documents shall constitute a material breach and default of the terms of such rental agreement or lease. The Owner shall provide the Board with an acknowledgement signed by the tenants and occupants that the tenants and occupants have read, understood and agreed to comply with the

Governing Documents, which acknowledgement shall be submitted in a form acceptable to the Board.

(g) Requirement of Inclusive Rental Agreement. No Owner may lease, rent or hire any Parking Space, Yard or similar Improvement to anyone who does not have the right of possession of the entirety of the Unit.

(v) Owner Responsibility. Each Owner renting or leasing a Unit shall be strictly and solely responsible and liable to the Association for the actions of such Owner's tenants and occupants in or about all Units and the Common Area and for each tenant's and occupant's compliance with the provisions of all Governing Documents. An Owner renting or leasing a Unit shall provide the tenants with copies of the Governing Documents and all subsequent amendments.

(vi) Association's Enforcement Rights. In the event a tenant's or occupant's conduct involves damage or misuse of any Common Area or facilities in or on any Common Area or constitutes an unreasonable nuisance or danger to other residents within the Project, the Association shall be entitled to initiate and maintain an eviction action against such tenants and occupants to the same extent as the Owner of the Unit, the Association being expressly identified as a third party beneficiary of any rental agreement or lease involving any Unit within the Project. The Association's right to initiate and maintain an eviction action shall arise only in the event that (a) the Association has given written notice to the Owner detailing the nature of the infraction and the Owner has had a reasonable opportunity to take corrective action or to appear before the Board to present arguments as to why eviction by the Association is not necessary, and (b) the Owner has not prevented and/or corrected the actions of the tenant or occupant giving rise to the damage or nuisance.

(vii) Indemnification of Association. Every Owner who rents or leases his/her Unit (and regardless of whether it is a Grandfathered Unit) agrees to and shall defend, indemnify and hold the Association, its officers, directors and agents harmless from any and all liabilities, litigation, claims, causes of action, costs, losses or damages of any kind including, without limitation, attorney's fees arising out of the conduct or presence of the tenants and occupants of the Unit upon the Project including any arising or alleged to have arisen out of the enforcement or non-enforcement by the Association of the Governing Documents against such tenants or occupants. Without limiting the generality of the foregoing, all costs, including attorney's fees incurred by the Association to enforce the Governing Documents against such tenants and occupants, including eviction as provided herein, shall be reimbursed to the Association by the Owner and may be assessed by the Association against the Owner as a Reimbursement Assessment pursuant to Article 6, Section 6.5 of the Declaration.

2. Except as expressly stated herein, all of the provisions of the Declaration are restated and affirmed and shall remain in full force and effect.

3. This Amended Amendment shall be effective upon the date of its recordation in the Official Records of the County, State of California.

Order: MC99CJ2ST
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]
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Order Date: 01-07-2022
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IN WITNESS WHEREOF, the undersigned is the President of the Association and hereby certifies that the provisions set forth above in this Amended Amendment was duly adopted by a vote of at least fifty-one percent (51%) of the total voting power of the Association in accordance with Article 11, Section 11.2 of the aforesaid Declaration, and that this Amended Amendment correctly and accurately reflects the intent of the Owners and members at the time the vote was taken on March 31, 2007.

THE RESIDENCES AT ADOBE HILLS ASSOCIATION,
a California nonprofit mutual benefit corporation

Dated: August 21, 2009
September

By: Allison Curran
Name: Allison Curran
Title: President

EXHIBIT A

LETTER TO OWNERS FROM BOARD OF DIRECTORS DATED JANUARY 9, 2006

R0127001/801161-3

Order: MG99GJ3ST
Address: 39224 Guardino Dr Apt 202
Order Date: 01-07-2022
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The Residences At Adobe Hills Homeowners Association
c/o Neighborhood Association Management, Inc.
P.O. Box 10968
Pleasanton, CA 94588
(925) 243-1797
(925) 243-1798 Fax
Stacey@Neighborhoodam.com

January 9, 2006

Dear Fellow Homeowners:

Did you know that the selling price of your home is lower than what it should be? Did you know that mortgage lenders usually will not lend in an association when the percentage of renters exceeds 25%? The price of your home is lower because more than 25% of the homes are being rented. Approximately 36% of the homes are currently being rented. If you go to refinance your home, this may also prevent you from refinancing.

The only way to lower the number of homes being rented is for you to fill out and return the enclosed ballot to amend the CC&Rs (Declaration of Covenants, Conditions, and Restrictions). This new rule (amendment) will limit the number of homes to be rented 25 %. Anyone who returns their ballot will be entered into a drawing to win one month's free dues (approximately \$362).

If you are currently renting your home, will this new rule prevent you from renting your home? No, because this new rule allows anyone who currently owns a home in the Association to rent their home regardless of how many rentals there are (see Section 3.2). This new rule only applies to the buyer you sell your home to. All current homeowners are "grandfathered" in and may rent their homes regardless of the percentage of rentals. Don't hesitate to call our Association manager, Stacey Anderson, if you need clarification about being able to rent your home.

Please return your ballot prior to February 28, 2006. The Homeowners' Association (i.e., everyone who owns a home at Adobe Hills) saves money when the ballots are sent back as soon as possible. It cost everyone more money if additional notices have to be mailed to owners to remind them to return their ballots. Thank you.

One of several reasons you elected us (your Board of Directors for the Homeowners' Association) at the Annual meeting, is to make new rules that protect your property value and save you money. After thought and discussion, we have had the Association's legal counsel craft the enclosed new amendment, which we believe is in your best interest. Should you have any questions about this correspondence or the amendment, don't hesitate to contact Stacey, and she would be happy to help you. She may be contacted at any of the numbers mentioned above.

Respectfully,

Your Board of Directors

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TOTAL P.0

State of California)
County of Alameda)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

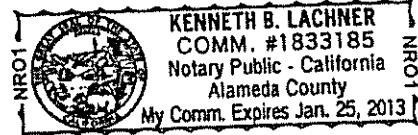
On September 21, 2009 before me, Kenneth B. Lachner "Notary Public"
(here insert name and title of the officer)
personally appeared Alice Curry, and Garrison Whately

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)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of 2nd Revision of 1st Amendm-
ent. Declaration of Restrictions. containing 6 pages, and dated 8-5-2009.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s)

Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other:

President / Secretary

representing: Adelose Holdings, LLC

Name(s) of Person(s) or Entity(es) Signer Is Representing

| Additional Information | |
|---|----|
| Method of Signer Identification | |
| Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es) | |
| Notarial event is detailed in notary Journal on: Page # <u>5</u> Entry # <u>34</u> | |
| Notary contact: _____ | |
| Other | |
| <input type="checkbox"/> Additional Signer(s) <input checked="" type="checkbox"/> Signer(s) Thumbprint(s) | |
| <input type="checkbox"/> _____ | |
| 3.. | 4. |
| | |

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

RESIDENCES AT ADOBE HILLS
ASSOCIATION
% BAYDALINE & JACOBSEN LLP
895 University Avenue
Sacramento, CA 95825
Attn: Rod A. Baydaline, Esq.

b7b
pxb

61A

(Space Above For Recorder's Use)

SECOND AMENDMENT

TO

RESIDENCES AT ADOBE HILLS

DECLARATION

OF

RESTRICTIONS (CC&RS)

Order: MG99GJ3ST
Address: 39224 Guardino Dr Apt 202
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**SECOND AMENDMENT
TO
RESIDENCES AT ADOBE HILLS
DECLARATION
OF
RESTRICTIONS (CC&RS)**

This Second Amendment to Residences at Adobe Hills Declaration of Restrictions (CC&Rs) (the "Second Amendment") is executed by Residences at Adobe Hills Association, a California nonprofit mutual benefit corporation (the "Association").

RECITALS

A. An instrument entitled Residences at Adobe Hills Declaration of Restrictions (CC&Rs) was recorded on September 22, 2003, as Instrument Number 2003-559247 in the official records of the County of Alameda, State of California (the "Original Declaration").

B. The Original Declaration was amended by an instrument entitled "First Amendment to Residences at Adobe Hills Declaration of Restrictions" recorded on May 14, 2007 as Instrument Number 2007-185821 in the official records of County of Alameda, State of California (the "First Amendment"). The Original Declaration as amended by the First Amendment are referred to collectively herein as the "Declaration".

C. The Declaration encumbers the condominium project located in the City of Fremont, County of Alameda, State of California, commonly known as Residences at Adobe Hills and more particularly described as follows (the "Development"):

Lot 1 of Tract 5807, filed in the records of Alameda County, California, on January 13, 1989, in Book 181 of Maps at pages 49 through 51.

D. The Association is the community association formed to manage the Development and to enforce the provisions of the Declaration.

E. The Declaration requires the approval of sixty-seven percent (67%) of the total voting power of the Members to approve the amendments to Article 4, Sections 4.1 and 4.2.

F. The Declaration requires the approval of not less than fifty-one (51%) of the voting rights of each class of Owners or, if a single class of Owners is then in effect, by the written consent of not less than fifty-one percent (51%) of all votes and fifty-one percent (51%) of the votes excluding Declarant to approve the amendment to Article 8, Section 8.8.

G. The Declarant, as that term is defined in the Declaration, no longer owns any units within the Development.

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H. On December 19, 2007, at least the minimum required number of Members approved this Second Amendment to the Declaration as set forth below.

NOW, THEREFORE, upon the recordation of this Second Amendment in the official records of the County of Alameda, State of California, the Declaration shall be amended with respect to all property comprising the Development, as follows:

1. Maintenance and Repair Obligations. Article 4, Section 4.1, *first paragraph*, of the Declaration shall be amended and restated in its entirety to read as follows:

4.1 Owner's Maintenance and Repair Obligations. Each Owner shall maintain his or her Unit and all Improvements therein in good condition and repair at all times, including, but not limited to, interior doors and walls (including exterior surfaces of bearing walls located within the Unit), floors, cabinets, appliances, and all electrical, heating, plumbing and other utility fixtures situated within the Unit or partially within the Unit and partially within the Common Area and exclusively serving the Unit, such as electrical outlets. Each Owner, at that Owner's cost, shall periodically clean, maintain and repair any windows, fireplace, chimney, flue, exterior door hardware, and screens and screen doors that serve the Owner's Unit, including repair or replacement of any window, exterior door hardware, screens or screen door. If damage to any of the foregoing is covered by insurance maintained by the Association, the Association, on request from the Owner, shall submit an appropriate claim if the claim exceeds the deductible and shall remit any available insurance proceeds to the Owner on receipt of satisfactory evidence that the proceeds are or will be used for repair. Any deductible amount shall be borne by the Owner. The Association shall repair any damage to any exterior doors serving a Unit (other than the hardware thereon), provided that if the damage is covered by insurance maintained by the Association, the Owner shall be responsible for paying any deductible amount. Each Owner shall maintain and repair any Exclusive Use Common Areas appurtenant to that Owner's Condominium in a neat and clean condition at all times, including but not limited to, balconies and decks. Unless the Association elects to provide chimney sweeping services, each Owner shall have the chimney that services the Owner's Unit swept periodically and no less than one time every two years.

2. Maintenance and Repair Obligations. Article 4, Section 4.2, *first paragraph*, of the Declaration shall be amended and restated in its entirety to read as follows:

4.2 Association's Maintenance, Repair and Landscaping Obligations. The Association shall maintain, in good condition and repair at all times the Common Area and the Association Property, including, but not limited to, foundations, siding, trim, roofs, exterior doors (other than the hardware thereon), exterior staircases, elevators, trash collection areas, walkways, hallways, garages, recreational facilities, and landscaping.

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5806.01/343603.30

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3. Owners' Property Insurance. Article 8, Section 8.8 of the Declaration shall be amended and restated in its entirety to read as follows:

8.8 Owners' Property Insurance. Each Owner residing in his or her Unit shall, at the Owner's sole cost and expense, obtain and at all times maintain an "HO-6" policy, or equivalent policy, for the full insurable replacement value of all the improvements which are part of and/or are within the Owner's Unit, including without limitation paint, wallpaper, paneling, outlets, stain, title, carpet and other finishes. Each Owner renting his or her Unit shall, at the Owner's sole cost and expense, obtain and at all times maintain a "Condominium Rented to Others" policy, or equivalent policy.

Each Owner shall also obtain and maintain any other insurance policies needed to cover losses to personal property located in his or her Unit and liability insurance against any liability resulting from any injury or damage occurring within the Unit. *The Association's insurance policies will not provide coverage against any of the foregoing.* Any insurance maintained by an Owner must contain a waiver of subrogation by the insurer as to the other Owners, the Association, and any first Mortgagee of the Owner's Unit.

Each Owner shall provide the Association with a certificate of insurance issued by the Owner's insurance carrier evidencing compliance with the preceding requirements within thirty (30) days of the recordation of this amendment in the official records of Alameda County, California. Such certificate shall be provided to the Association annually, or more frequently if necessary, to ensure that the Association has current information regarding each owner's policy.

Failure to comply with the requirements of this Section 8.8 shall be grounds for the Association to impose discipline against an Owner which may include, without limitation, the imposition of fines.

No Owner shall separately insure any property covered by the Association's property insurance policy as described in Section 8.2. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a Reimbursement Assessment pursuant to Article 6, Section 6.5 of this Declaration to collect the amount of the diminution.

Every Owner agrees to and shall indemnify and defend the Association and other owners from any liabilities, costs, losses, claims, or damages of any kind, including without limitation, attorneys' fees arising out of the failure to obtain and maintain an HO-6, a Condominium Rented to Others, or equivalent policy, as required by this Section. Without limiting the generality of the foregoing, all costs, including attorneys' fees incurred by the Association to enforce the Governing Documents shall be reimbursed to the Association by the Owner and may be assessed by the

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Association against the Owner as a Reimbursement Assessment pursuant to Article 6, Section 6.5 of the Declaration.

4. Definitions. Except as otherwise expressly provided herein, the capitalized terms in this Second Amendment shall have the same meanings as defined in the Declaration.

5. Effective Date. This Second Amendment has been executed to be effective upon its recordation in the official records of the County of Alameda, State of California.

6. Miscellaneous. To the extent any provision of this Second Amendment conflicts with any provision of the Declaration, the provision of this Second Amendment shall prevail. Except as amended by this Second Amendment, the Declaration is confirmed and remains in full force and effect with respect to all property comprising the Development.

Dated: FEBRUARY 1ST, 2008

RESIDENCES AT ADOBE HILLS ASSOCIATION,
a California nonprofit mutual benefit corporation

By: Alexis Currey, President
[Print Name]

By: Garratt Whaley, Secretary
[Print Name]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 02-01-08 before me,

Date

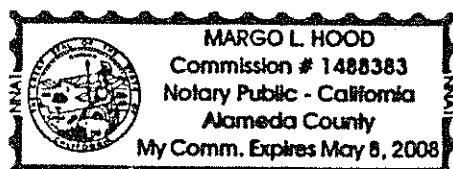
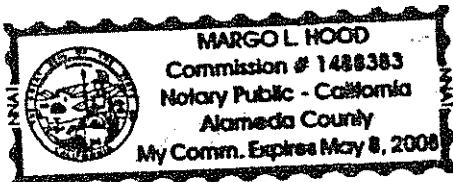
}

Margo L. Hood, Notary Public,
Here Insert Name and Title of the Officer

personally appeared

Alisa Curry and
Name(s) of Signer(s)

Garratt Whaley



Place Notary Seal Above

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 Margy Hood

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Second Amendment to Residence at Adobe Hills
Declaration of Restrictions (CC + R'S)
Document Date: 02-01-08 Number of Pages: 5

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

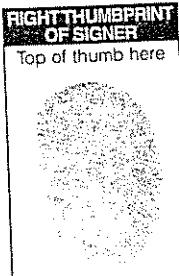
Signer's Name: Alisa Curry
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: President

Signer Is Representing: Residence
at Adobe Hills

Signer's Name: Garratt Whaley
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: Secretary



Order No: G99G13ST
Address: 3922 Glendale Blvd.
Order Date: 01-07-2022



| | | |
|-------|---|----|
| 13.2 | Severability | 39 |
| 13.3 | Cumulative Remedies | 39 |
| 13.4 | Discrimination | 39 |
| 13.5 | Access to Books | 39 |
| 13.6 | Notification of Sale | 39 |
| 13.7 | Reservation or Grant of Easements | 39 |
| 13.8 | Incorporation of Exhibits | 39 |
| 13.9 | Enforcement Rights and Remedies | 39 |
| 13.10 | Term | 40 |
| 13.11 | Reserved Rights of Declarant | 40 |
| 13.12 | Assignment by Declarant | 40 |
| 13.13 | Attorneys' Fees | 40 |
| 13.14 | Notices | 40 |
| 13.15 | No Enforcement Waiver | 40 |
| 13.16 | Condominium Plans Consent | 41 |

EXHIBIT A - Condominium Plans

EXHIBIT B - Assessment Proration Schedule

EXHIBIT C - Claims Procedures

APPENDIX I - Unit Maintenance and Repair Responsibilities

Order: MG99GJ3ST
 Address: 39224 Guardino Dr Apt 202
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RESIDENCES AT ADOBE HILLS

DECLARATION

OF

RESTRICTIONS (CC&Rs)

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

- A. Declarant owns a residential condominium development consisting of 167 condominiums located on certain real property in Fremont, California, more particularly described on the subdivision map entitled "Tract 5807" filed in the records of Alameda County, California, on January 13, 1989, in Book 181 of Maps at pages 49 through 51 and on the condominium plan attached hereto as Exhibit A..
- B. Declarant desires to impose certain restrictions on the condominiums in the development that will benefit and bind each condominium, and each owner and successive owner thereto, as covenants running with the land and equitable servitudes, to grant and describe certain easements that are appurtenant to the condominiums.

DECLARANT DECLARES AS FOLLOWS:

ARTICLE 1 - Definitions

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

- 1.1 Architectural Committee or Committee. The Architectural Committee described in Section 7.1.
- 1.2 Articles. The Articles of Incorporation of the Association and any amendments thereto.
- 1.3 Association. Residences at Adobe Hills Association, a California nonprofit mutual benefit corporation.
- 1.4 Association Property. All of the real property shown as Lot 1 on the Map and the Improvements thereon except the Condominium Buildings and the Units within the Buildings. The Association Property includes the land, private streets, walkways, parking spaces, elevator systems, life safety systems, utilities, garage, recreational facilities, and airspace outside the Condominium Buildings. The separation point between the lowest point of the Condominium Building and the Association Property is the highest point of the post-tension slab between the Condominium Building and above the garage.
- 1.5 Board. The Board of Directors of the Association.
- 1.6 Bylaws. The Bylaws of the Association and any amendments thereto.

BERDING & WEIL LLP
WALNUT CREEK
2175 N. California Blvd.
Suite 500
Walnut Creek, CA 94596
925.838.2090
925.820.5592 f

COSTA MESA
575 Anton Boulevard
Suite 1080 Metro Center
Costa Mesa, CA 92626
714.429.0600
714.429.0699 f

SAN DIEGO
1660 Hotel Circle North
Suite 701
San Diego, CA 92108
858.625.3900
858.625.3901 f

WWW.BERDINGWEIL.COM

March 6, 2019

VIA ELECTRONIC AND U.S. MAIL

CONFIDENTIAL & PRIVILEGED COMMUNICATION

Board of Directors
Residences at Adobe Hills Association
c/o UNC Community Management
Attention: Ron Shearer
P.O. Box 23550p
San Jose, CA 95153

Email: ron@unc.management

Re: CONFORMED, Recorded Third Amendment of Declaration of Restrictions (CC&Rs) of Residences at Adobe Hills Association

Dear Members of the Board:

Enclosed is a **CONFORMED** copy of the recorded **Third Amendment to Declaration of Restrictions (CC&Rs) of Residences at Adobe Hills Association** which shows that the original document was recorded by the Alameda County Recorder, as Document No. 201904298 on March 5, 2019. The Third Amendment is in effect as of the date of recording. The **original** document is being microfiched by the Recorder and as soon as it has been returned to us, we will forward it on to you.

The Third Amendment should be kept in permanent safekeeping with the important documents of the Association. We are also sending, concurrently with this mailing, an electronic copy of the document as a searchable PDF.

A copy of the enclosed document (**or a copy of the recorded original when it is received back from the Recorder's office**) should be sent to each member. A short suggested form of transmittal letter is enclosed for your convenience.

California *Government Code* section 12956.1 requires that, whenever an association provides a declaration, other governing document or deed to any person, a statement concerning potentially discriminatory provisions must be included on the covering page in at least 14-point boldface type. This sheet should be attached to the front of the copy of each amended document that you send to each member. **However, please note that we have incorporated this Government Code onto the facesheet of the Third Amendment; therefore, the covering sheet is not required.**

Board of Directors
Residences at Adobe Hills Association
March 6, 2019
Page 2

If you have any questions, please don't hesitate to call.

Very truly yours,

BERDING & WEIL LLP



Steven S. Weil
sweil@berdingweil.com

SSW:dr
Enclosures

RESIDENCES AT ADOBE HILLS ASSOCIATION

DATE

Dear Homeowner:

Enclosed is your copy of the recorded **Third Amendment to Declaration of Restrictions (CC&Rs)** for our Association, which was recently approved by the court. This document is now in effect for our Association.

We suggest you place the new, amended document with your important papers concerning your home.

Sincerely,

Board of Directors



2019040298

03/05/2019 11:35 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK
RECORDING FEE: 119.00

10 PGS

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

RESIDENCES AT ADOBE HILLS
ASSOCIATION
c/o BERDING & WEIL LLP
2175 N. California Blvd., Suite 500
Walnut Creek, CA 94596

COPY of document to be recorded
Has not been compared with Original

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

THIRD AMENDMENT TO DECLARATION OF
RESTRICTIONS (CC&Rs) OF
RESIDENCES AT ADOBE HILLS ASSOCIATION

NOTICE

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

RESIDENCES AT ADOBE HILLS
ASSOCIATION

THIRD AMENDMENT TO
DECLARATION OF RESTRICTIONS
(CC&Rs)

Order: MG99GJ3ST
Address: 39224 Guardino Dr Apt 202
Date: 03/07/2022
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THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS (CC&Rs) OF RESIDENCES AT ADOBE HILLS ASSOCIATION

This THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS (CC&Rs) OF RESIDENCES AT ADOBE HILLS ASSOCIATION (hereinafter the "Third Amendment") is made on the date set forth at the end of this document by RESIDENCES AT ADOBE HILLS ASSOCIATION, a California nonprofit mutual benefit corporation (referred to in this document as the "Association").

RECITALS

- A. WHEREAS, this Third Amendment is made with respect to that certain RESIDENCES AT ADOBE HILLS DECLARATION OF RESTRICTIONS (CC&Rs), recorded on September 22, 2003, as Document No. 2003559247; amended by a "First [Correcting] Amendment to Residences of Adobe Hills Restrictions (CC&Rs) (Affects Unit 301 in Building 5 Only)" recorded on October 28, 2003, as Document No. 2003642518; further amended by a "First Amendment to Residences at Adobe Hills Declaration of Restrictions" recorded May 14, 2007, as Document No. 2007185821; further amended by an "Amended & Restated First Amendment to Residences at Adobe Hills Declaration of Restrictions (CC&Rs)" recorded September 29, 2009, as Document No. 2009308992; and further amended by a "Second Amendment to Residences at Adobe Hills Declaration of Restrictions (CC&Rs)" recorded April 1, 2008, as Document No. 2008109458, in the official records of the County of Alameda, State of California (collectively the "Declaration").
- B. WHEREAS, the Declaration impacts, effects and otherwise encumbers the Property located in the City of Fremont, County of Alameda, State of California, commonly known as Residences at Adobe Hills and more particularly described as follows (the "Development"):

Lot 1 of Tract 5807, filed in the records of Alameda County, California, on January 13, 1989, in Book 181 of Maps at pages 49 through 51.
- C. WHEREAS, the Association is the community association formed to manage the Development as to enforce the provisions of the Declaration.
- D. WHEREAS, all of the real property described in Recital Paragraph B, above, constitutes a planned development within the meaning of Section 4175 of the California Civil Code.

- E. WHEREAS, all of the covenants, conditions, and restrictions set forth herein shall constitute enforceable equitable servitudes as provided in California *Civil Code* section 5975, shall constitute covenants that shall run with the said real property, and shall be binding upon and inure to the benefit of each Owner of any portion of the said real property or the owner or holder of any interest or estate therein and their heirs, successors, and assigns.
- F. WHEREAS, the Members of the Association, by the affirmative vote of Members representing not less than fifty-one percent (51%) of the voting rights of each class of Owners or, if a single class of Owners is then in effect, by the written consent of not less than fifty-one (51%) of the votes excluding Declarant, desire to amend, modify, or otherwise change the Declaration pursuant to Article 11 ("Amendments"), Section 11.2 ("Amendment After Close of First Sale") thereof, and DO HEREBY DECLARE pursuant to the Order of the Superior Court of the State of California, County of Alameda, filed February 6, 2019, (Case No. RG18927853), a copy of which is attached as Exhibit A, IT IS HEREBY DECLARED that the Declaration shall be, and is hereby amended as set forth in the within Third Amendment to Declaration of Restrictions (CC&Rs) of Residences at Adobe Hills Association.
- G. WHEREAS, the Declarant, as that term is defined in the Declaration, no longer owns any Units within the Development.
- H. NOW, THEREFORE, the Association DOES HEREBY DECLARE that, notwithstanding anything to the contrary in the Declaration, **Section 4.1** ("Owner's Maintenance and Repair Obligations" and **Section 4.2** ("Association's Maintenance, Repair and Landscaping Obligations") of **Article 4** ("Maintenance and Repair Obligations") and **Section 6.9** ("Allocation of Regular and Special Assessments") of **Article 6** ("Assessments") of the Declaration are hereby amended as adding the language underscored and **Appendix 1 - Unit Maintenance and Repair Responsibilities** as follows:

ARTICLE 4 MAINTENANCE AND REPAIR OBLIGATIONS

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

and screen doors that serve the Owner's Unit, including repair or replacement of any window, exterior door hardware, screens or screen door. If damage to any of the foregoing is covered by insurance maintained by the Association, the Association, on request from the Owner, shall submit an appropriate claim, if the claim exceeds the deductible and shall remit any available insurance proceeds to the Owner on receipt of satisfactory evidence that the proceeds are or will be used for repair. Any deductible amount shall be borne by the Owner. The Association shall repair any damage to any exterior doors serving a Unit (other than the hardware thereon), provided that if the damage is covered by insurance maintained by the Association, the Owner shall be responsible for paying any deductible amount. Each Owner shall maintain and repair any Exclusive Use Common Area appurtenant to that Owner's Condominium in a neat and clean condition at all times, including but not limited to, balconies and decks except that such Owner is not responsible for maintenance, repair or replacement of their balcony or deck unless the need for maintenance, repair or replacement arose out of Owner's or Owner's agents' intentional or negligent conduct. Unless the Association elects to provide chimney sweeping services, each Owner shall have the chimney that services the Owner's Unit swept periodically and no less than one time every two years.

4.2 Association's Maintenance, Repair and Landscaping Obligations. The Association shall maintain, in good condition and repair at all times the Common Area and the Association Property, including, but not limited to, foundations, siding, trim, roofs, exterior doors (other than the hardware thereon), exterior staircases, elevators, trash collection areas, walkways, hallways, garages, recreational facilities and landscaping. In addition, the Association is responsible for the maintenance, repair and replacement of balconies and decks unless the need for maintenance, repair or replacement arose out of Owner's or Owner's agents' intentional or negligent conduct.

ARTICLE 6 ASSESSMENTS

6.9 Allocation of Regular and Special Assessments. Regular and special assessments levied by the Board shall be allocated in equal amounts among the Condominiums except for the following prorated items: administrative (insurance and miscellaneous (3% of category)); custodial services (window washing and miscellaneous (3% of category)); utilities (PG&E – gas, water and sewer, refuse collection and miscellaneous (3% of category)); building exteriors (balcony maintenance, repair and replacement of decks and balconies and balcony waterproofing, caulking, metal railing paint, metal railing repairs, stucco paint, stucco repairs, wood trim paint and wood trim repairs); mechanical systems – water (circulation pumps, holding tanks and water heaters); and roofing system (tile shingles, gutters and downspouts and roof inspection and repair). The foregoing prorated items are based on the "prorated budget components" contained in the budget submitted to the California Department of Real Estate as part of the application for a final subdivision public report

APPENDIX 1 – UNIT MAINTENANCE AND REPAIR RESPONSIBILITIES¹

| <u>ASSOCIATION</u> | <u>CONDOMINIUM OWNER</u> |
|---|--|
| Within the Unit | Within the Unit |
| Building fire alarm system Structural repairs to load-bearing walls Fire sprinkler heads | Interior doors and hardware Interior walls (except structural repairs to load bearing walls) Wall coverings (e.g. wallpaper) Floor coverings (e.g. tile, carpets, carpet pads, and hardwood floors) Ceiling coverings Paint Light fixtures and light bulbs Cabinets Appliances (e.g. refrigerators, stoves, ovens, dishwashers, garbage disposals, trash compactors) Electrical system (e.g. light fixtures, light switches, light bulbs, bathroom fan fixtures, and wiring) Heating system (e.g. baseboard electric heaters, wall-mounted electrical heaters, heater fans and components) Plumbing and water system (e.g. toilets, showers, tubs, faucets, pipes and drains) Window coverings Door locks Door bells Mirrors Smoke detectors Trade fixtures |
| Within the Common Area | Within the Common Area |
| Exterior door surfaces (including repainting) Balcony railings and surfaces <u>Balconies and decks</u> Dividing wall between decks Elastomeric deck membranes Cleaning exterior window surfaces [Except as noted, the Association maintains all other Common Area and Association improvements and Property improvements and landscaping] | Exterior door hardware, including gaskets and seals Windows, window seals and door screens Windows (replacement or repair of broken windows) Electrical wiring, plumbing pipes and drains that exclusively serve the Unit ² |

¹ The purpose of this exhibit is to describe the party responsible for maintaining and repairing certain items located within the Unit and within certain portions of Common Area located in close proximity to the Unit in accordance with the provisions of **Sections 4.1 and 4.2**.

² Pursuant to **Section 4.3** of the Declaration these items shall be maintained and repaired by the Association and the cost shall be paid by the Condominium Owner.

EXHIBIT A
ORDER GRANTING PETITION

**RESIDENCES AT ADOBE HILLS
ASSOCIATION**

7

**THIRD AMENDMENT TO
DECLARATION OF RESTRICTIONS
(CC&Rs)**

Order: MG99GJ3ST

Address: 66224 Quail Dr Apt 202

Date: 2022-07-2022

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2 Ekaterina E. Solomatina, California Bar No. 288015
2 BERDING & WEIL LLP
3 2175 N. California Blvd, Suite 500
3 Walnut Creek, California 94596
4 Telephone: 925/838-2090
4 Facsimile: 925/820-5592
5 sweil@berding-weil.com
5 ksolomatina@berdingweil.com

6 Attorneys for Petitioner
RESIDENCES AT ADOBE HILLS ASSOCIATION

FILED
ALAMEDA COUNTY

FEB 06 2019

CLERK OF THE SUPERIOR COURT
By *Maria Quintana* Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA - UNLIMITED CIVIL

In Re RESIDENCES AT ADOBE HILLS
ASSOCIATION, a California non-profit
mutual benefit corporation,

CASE NO. RG18927853

Petitioner,

[PROPOSED] ORDER GRANTING
VERIFIED PETITION TO AUTHORIZE
APPROVAL OF AMENDMENT TO
DECLARATION OF RESIDENCES AT
ADOBE HILLS ASSOCIATION

[Civil Code § 4275]

Date: January 30, 2019
Time: 9:00 a.m.
Dept: 511

Petition Filed: November 7, 2018

R-2027228

The Application of Petitioner RESIDENCES AT ADOBE HILLS ASSOCIATION for an
Order authorizing approval of the Amendment to Declaration pursuant to Civil Code section 4275
was scheduled for hearing on January 30, 2019. No opposition was filed. On Jan 28, 2019
the Court issued a tentative ruling granting the Verified Petition. No opposition to that tentative
ruling was made. The Court having considered the pleadings and papers filed herein finds:

WHEREFORE, the Association requests an Order from this Court:

1. The Verified Petition on file herein complies with the requirements of Civil Code
section 4275 and is granted;
2. Notice of these proceedings was properly given in accordance with Civil Code
section 4275;

[PROPOSED] ORDER GRANTING VERIFIED PETITION TO AUTHORIZE APPROVAL OF AMENDMENT
TO DECLARATION OF RESIDENCES AT ADOBE HILLS ASSOCIATION

FAXED
JAN 03 2019

BERDING & WEIL LLP
2175 N. California Blvd, Suite 500
Walnut Creek, California 94596

RESIDENCES AT ADOBE HILLS
ASSOCIATION

8

THIRD AMENDMENT TO
DECLARATION OF RESTRICTIONS
(CC&Rs)

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1 3. Balloting on the Proposed Balcony Amendment to Declaration was conducted in
2 accordance with Petitioner's Current Governing Documents and Civil Code section 5100 et seq.;

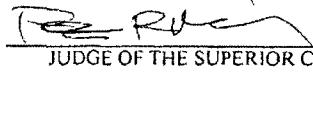
3 4. The Proposed Balcony Amendment to Declaration provisions are reasonable and
4 there are no reasons why they should not be deemed approved and are hereby deemed approved.

5 5. A copy of this Order and the Proposed Balcony Amendment to Declaration with
6 appropriate title information may be recorded against all units in the Project, with a copy of this
7 Order to be recorded in the Office of the Recorder of the County of Alameda and a copy thereof
8 shall be served upon Petitioner's members promptly thereafter.

9 IT IS SO ORDERED.

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11 DATED: FEB 5, 2019



JUDGE OF THE SUPERIOR COURT

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-2-

[PROPOSED] ORDER GRANTING VERIFIED PETITION TO AUTHORIZE APPROVAL OF AMENDMENT
TO DECLARATION OF RESIDENCES AT ADOBE HILLS ASSOCIATION

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RESIDENCES AT ADOBE HILLS
ASSOCIATION

9

THIRD AMENDMENT TO
DECLARATION OF RESTRICTIONS
(CC&Rs)

Order: MG99GJ3ST

Order Date: 01-07-2022

Dr Apt 202

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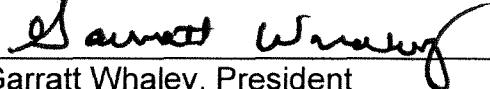
for the Development. If any of the prorated items are upgraded and/or removed and replaced, the upgraded or new item or its equivalent shall be substituted in its place and shall be a prorated item. The cost of the prorated items shall be allocated among the Condominiums in accordance with the Assessment Proration Schedule attached as **Exhibit B**.

Defined Terms. Capitalized terms used in this Third Amendment and not otherwise defined herein shall have the meanings given in the Declaration.

IN WITNESS WHEREOF, we, the Members of the Association, pursuant to the requisite approval, and by means of the signatures of the President and Secretary, do hereby affirm, approve, and adopt the foregoing THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS (CC&Rs) in accordance with Article 11, Section 11.2 of the Declaration, by means of the signatures of the President and the Secretary of the Association, and which Third Amendment to Declaration of Restrictions (CC&Rs) shall be recorded with the recorder of the County of Alameda, State of California.

DATED: _____, 2019

RESIDENCES AT ADOBE HILLS
ASSOCIATION, a California nonprofit mutual
benefit corporation



Garratt Whaley, President



Edith Modie, Secretary

ACKNOWLEDGMENT

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

State of California
County of Alameda

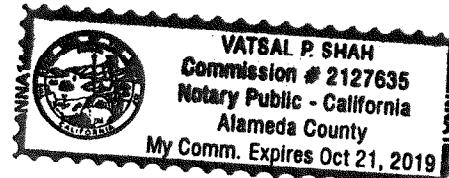
On March 4, 2019 before me, Vatsal P Shah - Notary Public
(insert name and title of the officer)

personally appeared Gerratt Whaley, Edith Modie
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 Wesley Seely



If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, medical condition, genetic information, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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Order Date: 01-07-2022

DOC-244 GOV CODE 12956.2 STATEMENT RE DISCRIMINATION MANDATORY ESCROW DISCL
REV: 11/10/19

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Minutes of Regular Board Meetings (Required Civil Code Sec. 4525)

Residences at Adobe Hills Association

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Operating Rules (Required Civil Code Sec. 4525)

Residences at Adobe Hills Association

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Compliance Policy

For

The Residences at Adobe

Hills Association

RESIDENTS AT ADOBE HILLS ASSOCIATION

Dear Residents:

Our Homeowner's Association, like all homeowner's associations, has restrictions, rules, policies, etc. that all residents are to comply with. Should a compliant be received that a resident(s) is non-compliant with any of the Association's Governing Documents (e.g., CC&Rs, policies, etc.), the Association will follow this policy to obtain compliance with the Governing Documents.

Should you need any clarification regarding this policy, please don't hesitate to contact our management firm using the information found on this policy. Thank you.

Your Board of Directors

POLICY PROCEDURE

1. Any resident may make a complaint (preferably in writing) to the Association, via management, that another resident(s) is not in compliance with the Governing documents.
2. If the Board finds support for the compliant, management will send a notice to the non-compliant owner (with a copy sent to the tenant, if applicable).
3. This notice, sent by 1st class mail (hand delivery or certified mail), will at least mention which part of the Governing Documents the resident is not in compliance with and when and/or how the board would like the resident to come into compliance with the Governing Documents.
4. The statute of limitations does not permit the Board to follow-up on complaints regarding matters that occurred 5 or more ago.

SANCTIONS

Should be the resident not comply with the above notice, any or all of the following sanctions are available to the Board to assist in bringing the resident into compliance with the Governing Documents (CC&Rs):

1. The owner may be sent a notice (by certified mail) to come to a Board meeting (i.e., hearing) to discuss why he/she has not complied with the Governing Documents as requested.
2. The owner may be charged/fined the following amount(s) to recover cost of the hearing(s);
 - a. \$100 after one hearing (i.e., the hearing mentioned above); and
 - b. \$200, If two hearings are necessary.
3. The Association's attorney may send a letter(s), etc. to the owner to obtain compliance with the Governing Documents;
4. The owner may be offered binding arbitration with Association (cost is split evenly between the owner and the Association) to obtain compliance with the Governing Documents.
5. The Association may, after having called the owner to a hearing(s), send him/her a notice by certified mail that the Association intends to have their agent(s) go on the owner's property to do any work required by the Governing Documents (the costs will be billed on the owner's account with the Association in the form of a reimbursement assessment, if possible) provided the following conditions are met:
 - a. A Board member or a representative of management should be present during the entire time the work is being done. Furthermore, immediately prior to the work, management shall take photographs (or video tape) of the issue for the Association.
 - b. If the owner refuses to allow anyone on his property for the purpose of work, under no circumstances should the work processed.
 - c. At that point, the Board should refer the matter to the Association's legal counsel for appropriate follow-up.
6. The Association may have their attorney take the owner to court in order to obtain a court order for the resident to comply with the Governing Documents.
7. The Association may seek to recover any costs associated with obtaining compliance with the Governing Documents from the resident(s) in small claims court or any other appropriate venue.

AMENDMENTS, REVISIONS, ETC.

All of the CC&RS and By-Laws are changeable by a vote of the membership (i.e., owners) only. The Board may revise policies and rules. Residents are encouraged to comply with the Governing Documents until such time that they are changed by a vote of the owners, if required, or revised by the Board. Thank you.

THE RESIDENCES AT ADOBE HILL ASSOCITION

INSURANCE DEDUCTABLE PAYMENT POLCY

Pursuant to the powers conferred upon it in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for the Association, the Board of Directors hereby adopts the following policy regarding losses:

The Association maintains a comprehensive insurance policy insuring against losses resulting from fire, casualty, liability, and other perils. This insurance policy is subject to a deductible amount of claims made.

The Individual owner is responsible for the deductible for any loss or damage under the following conditions:

- Damage or loss which occurs through the negligence or willful act of an owner, his tenants, pets, family, guests, or invitees.

In such cases the owner shall be responsible for all costs incurred by the Association in repairing such damage or compensating such loss to the extent such costs (including any applicable deductibles) are not covered by the Association insurance proceeds. The determination of whether the loss or damage was caused by negligence or a willful act will be made by the insurance company, the fire department, or the Board of Directors.

- Damage or loss which originated within the unit or exclusive use Common Area will be the responsibility of the owner to the extent such costs are not covered by the Association's insurance proceeds.

The Association will pay the insurance deductible only for damage or loss when the cause originates in the Common Area.

THE RESIDENTS AT ADOBE HILL ASSOCIATION

POLICY FOR HOMEOWNER PARTICIPATION AT BOARD MEETINGS “The Common Interest Development Open Meeting Act” (Civil Code Section 1363.05)

1. Owners have the right to speak at Board and Member meeting.
2. Owners may discuss any matter at a meeting.
3. The law gives the Board the authority to promulgate rules with limited time allotted for owner input.

“A reasonable time limit for all members of the association to speak to the board of director or before a meeting of the association shall established by the board.”

Therefore, the Board has approved the rule that the time allotted for owner participation at a Board Meeting is the first thirty (30) minutes of the Board Meeting. Board Meetings are business meetings and not only forums for owner input.

4. Owners do not have the right to speak at (or attend) Board Meetings held in executive session, unless the executive session is to consider imposing discipline on that owner.

Architectural rules subject to member comment

Civil Code section 1357.120 amends the list of operating rules subject to owner security by including for member review and comment the procedures for reviewing and approving, or disapproving, a proposed change to a member's property or to the common area. As a result, rules made in regard to the use of the common area, exclusive use common area, and architectural standards that control changes to separate interests are now included amount the list of rules that must be circulated to the members before a board of directors can adopt and enforce the rule.

Procedure for approval or disapproval of architectural changes.

Civil Code section 1378 adds procedures for reviewing, approving or disapproving a proposed physical change to a separate Interest or to the common area. In reviewing, approving or disapproving a proposed change, the association shall satisfy the following requirements:

- (1) The association shall provide a fair, reasonable, and expeditious procedure for making its decision. The procedure shall be included in the association's governing documents. The procedure shall provide for prompt deadlines. The procedure shall state the maximum time for response to an application or a request for reconsideration by the board of directors.
 - (a) The Board or committee at their regularly scheduled meeting makes the decision about a proposed change.
 - (b) Reconsideration or proposed change takes place at the next regularly scheduled Board meeting, if the original decision was made by a committee.
- (2) A decision on a proposed change shall be made in good faith and may not be unreasonable, arbitrary, or capricious.
- (3) A decision on a proposed change shall be consistent with any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 commencing with section 12900) of Division 3 of Title 2 of the Government Code.
- (4) A decision on proposed change shall be in writing. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change was disapproved and a description of the procedure for reconsideration of the decision by the board of directors.
- (5) If a proposed change is disapproved, the applicant is entitled to reconsideration by the board of directors of the association that made the decision, at an open meeting of the board. This paragraph does not require reconsideration of a decision that is made by the board of directors or a body that has the same membership as the board of directors, at a meeting that satisfies the requirements of Section 1363.05.

In effect section 5 permits a member to appeal a denial of approval to the board of directors regardless of whether the right of appeal is in the governing documents. Further, this section does not authorize a physical change to the common area in a manner that is inconsistent with an association's governing documents or governing law. Further, this code section requires annual notice to member of any requirements for approval of physical changes to property. The notice to the members shall describe the types of changes.

- (1) Types of changes that require approval are found in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and in the Architectural (Design Review) Policy, if applicable.
- (2) The procedure used to review and approve or disapprove a proposed change is found in the CC&Rs and the Architectural (Design Review) policy.

MOVE IN/OUT POLICES AND PROCEDURES

Move-In/Move-Out Policies

1. Move-In/outs must be scheduled at least 5 days in advance and between 9:00 a.m. - 5:00 p.m., Monday-Sunday, excluding holidays.
2. Unscheduled moves will result in the owner being called to a hearing and/or fined.
3. The move-in/out fee is \$150.00, payable to The Residences at Adobe Hills, and is collected at the time of the move-in/out.
4. The move-in/out deposit is \$100.00, payable to The Residences at Adobe Hills, and is collected at the time of the move-in/out.
5. If you are an owner waiting to rent your unit, you must check with Management first. The Association has a rental amendment in place that must be followed. The Association passed a rental restriction amendment in 2007 that restricts rentals to 25%. The Association passed this amendment to protect the value of the Association which will also make it easier when people sell or decide to refinance. If you are unit without checking with Management, you may be called to hearing and/or fined.
6. No more than two (2) residents may move in each building at one time. Only one resident may schedule a move-in/out on the upper floors at one time (i.e., one in the morning and one in the afternoon).
7. Moving trucks are ONLY allowed to park on Guardino Drive. No moving trucks may park in the garage or blocking garage entrances. No one can pull up on the sidewalks, in the lawn area and no one can block the garages.
8. Use protective floor covering on the tile in the entry way near the main elevator. Owners will be fined a MINIMUM of \$100 (after a hearing) if protective cover is NOT used, and they will be responsible for any additional damages or cost of tile, wall, or fixture repair.
9. Regarding your utilities: The Homeowners Association ONLY provides water for each unit. Please contact all other utility companies directly to turn on your services. **NOTIFY THE UTILITY COMPANY THAT THEY MUST OBTAIN ACCESS TO THE UNITLTY CLOSET IN ADVANCE BY CALLING MANAGEMENT AT 925-243-1797, extension 104 (Monday – Friday, 9:00 am – 5:00 pm- office is closed from 12:30 pm – 1:30 pm for lunch).**
10. Cardboard boxes must be broken down prior to replacing them beside (NOT IN) one of the dumpsters located in the garage. Owners will be fined \$50 (after a hearing) for not properly breaking down boxes or replacing them in the dumpster.
11. Garbage must be disposed of properly. Large or hazardous items must be taken to the dumps or proper disposal facility. Owners will be fined A MINIMUM of \$100 (after a hearing) and the cost of removal (\$100) will be placed on the owner's account with the Association as a reimbursement assessment.
12. For security reasons, please do not provide entry codes to guests/friends/vendors, etc. Coordinates service when you are available to buzz entry into the building and provide supervised access to your unit. If it is reported that your entry code has been given to vendors and/or non-residents, your code will be deactivated and you may not be allowed to get a new one. Security is important – please be cautious. Doors are NOT to be propped open. Owners will be fined A MINIMUM of \$100 (after a hearing) if doors are propped open for any reason.
13. Garage gate: please watch the entry and exit garage gates so that they securely close behind you. Watch to make sure no one tries to get in right behind you. Report suspicious behavior immediately to the Fremont Police Department at 510-790-6800.
14. Oil in Parking Space: Please clean up any oil stains/spills in your assigned parking space. If you do not clean up any oil spills after receiving a written notice, a \$100 fine (after a hearing), plus the cost to clean up your parking space will be assessed to your account as a reimbursement assessment.

15. **Reveling:** Dispose of recycling in garbage areas or store in your unit. Please do not keep recycling in other locations.
16. **Parking Space:** Your parking space is intended for your vehicle ONLY. Storage of any kind is not allowed in any parking space. This includes recycling, bicycles, garbage, etc. If items are stored in your parking space, written notice will be given stating that items must be removed immediately. Otherwise the items will be removed, stored for 30 days, then disposed of if not claimed. Owners will be fined (after a hearing) \$100 for storage and the cost of the disposal fee will be assessed to your account as a reimbursement assessment.
17. **Additional Storage:** Each unit has their own storage locker, located in the parking garage. Please contact management if you do not know what your locker is.
18. **Tenants:** Rules for the Association must be given to tenants upon move in. If the owner does not have a copy of the rules, it is mandatory they contact management for a copy. Failure to do so could result in the owner being called to a hearing to explain why the rules were not given to the tenants. Tenants are expected to respect the property and follow the rules of the community. Owners are ultimately responsible for the actions of their tenants.

Procedures Checklist

— **Move In/Move out Date and Time**

To schedule a move in/move out date and time, please contact Neighborhood Association Management, Inc. 925-243-1797, and Extension 105. A representative from management will meet you at your scheduled move in date and time.

— **Chosen Telephone Service Provider**

Contact your chosen telephone service provider to set up your service. There isn't an on site manager, so they must contact Management (during normal business hours of 9 am- 5 pm, Monday through Friday, excluding holidays) prior to your move in date.

— **Chosen Cable Service Provider**

Contact your chosen cable service provider to set up your service. There isn't an on site manager, so they must contact Management (during normal business hours of 9 am- 5 pm, Monday through Friday, excluding holidays) prior to your move in date.

— **Entry System**

Neighborhood Association Management has provided an Access System Information sheet included in with this form. You will need to fill out this sheet and fax or send this form back to management so you can be entered into the entry system and to have your personal code set up.

— **Move In/Move out Walk Through**

Neighborhood Association Management will conduct a walk through of the move in/move out areas with the resident to check for damage common area floors, carpeting, walls, elevator, etc. prior to and after you move in/move out.

INDEMINIFICATION OF ASSOCIATION

- A. Owner shall indemnify, hold harmless, and reimburse the Association for any increased costs the Association incurs in performing its maintenance and replacement responsibilities under the Declaration, which arise from, or connect in any way with your move in or move out. Owner agrees that such costs may be levied as a Special Individual Charge and that such Special Individual Charges shall be enforceable through the lien provision provided by California law or in the Declaration.
- B. Owner shall indemnify, hold harmless, and reimburse the Association for any liabilities, claims, demands, cause of action, and other expenses in any way connected with your move in or move out, without limitation, those arising from other owners in the project and attorneys' fees and costs related to the enforcement of this agreement.
- C. Owner's obligation under the Section shall exist, regardless of any active or passive negligence on the part of the Association. Owners shall be liable to the Association and the members of its Board of Directors and its officers, employees, agents, members, or committee members and any owner of the property within the Development (collectively and individually referred to as the "Release Party") for all damages

arising from or connected to your move in or move out. Owners shall indemnify, hold harmless and defend each Released Party with respect to any liabilities, claims demands, causes of action, and other expenses in any way arising from or connected in any way with your move in/move out. Owner obligations under this section shall exist, regardless of any active or passive negligence on the part of the Release party. By signing this form, I agree to this policy in its entirety.

Please sign below that you have read, understand, and agree to comply with all of the above policies and procedures.

Signature _____ Address _____

Print Name _____ Date _____

Phone Number _____ Move in _____ Move out _____

Name of person moving in: _____

Tenant _____ Owner _____

SATELLITE DISH AND ANTENNA POLICY

1. Area Under An Owner's Exclusive Use Or Control

- a. **Dishes.** Satellite dishes and antenna designed to receive video programming services via multi-point distribution services may be installed in an area under an owner's exclusive use or control so long as such antenna and satellite dishes are (i) one meter or less in diameter, (ii) installed in the least visually obtrusive portion of an owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (iii) either screened from view or painted to match the surrounding area, so long as such screening or painting is not unreasonably expensive.
- b. **Broadcast Antenna.** Antenna designed to receive television broadcast signals may be installed in an area under the owner's exclusive use or control so long as (i) an acceptable quality signal cannot be received via an indoor antenna (e.g. an antenna mounted in an attic, "rabbit ears", etc.), (ii) the antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal, and (iii) the antenna is installed in the least visually obtrusive portion of the owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive.
- c. **Notification.** After installing an outdoor antenna or satellite dish pursuant to subparagraph (a) or (b) above, the owner must complete and submit a Notification form to the Association. The Association will inspect the antenna or satellite dish to determine compliance with the above requirements.

2. Indemnification of Association

- a. Owner shall indemnify, hold harmless and reimburse the Association for any increased costs the Association incurs in performing its maintenance and replacement responsibilities under the Declaration which arise from or are connected in any way with the installation and/or continued existence of the satellite dish(es) or antenna. Owner agrees that such cost may be levied as a Special Individual Charge and that such Special Individual Charge shall be enforced through the lien provisions provided by California law or in the Declaration.
- b. Owner shall indemnify, hold harmless, and reimburse the association for any liabilities, claims, demands, causes of action, and other expenses in any way connected with the installation and continued existence of the satellite dish(es) or antenna including, without limitation, those arising from other owner's in the project and attorneys' fees and cost related to the enforcement of this agreement.
- c. Owner's obligations under this Section shall exist, regardless of any active or passive negligence on the part of the Association.
Owners shall be liable to the Association and the members of its Board of Directors and its officers, employees, agents, members, or committee members and any owner of property within the Development (collectively and individually referred to as the "Released Party") for all damages arising from or connected in any way with the installation of the satellite dish(es) or antennae. Owner shall indemnify, hold harmless and defend each Released Party with the respect to any liabilities, claims, demands, causes of actions, and other expenses in any way

**arising from or connected in any way with the installation of the satellite dish (es) or antennae.
Owner obligations under this section shall exist, regardless of any active or passive negligence on
the part of the Release Party. By signing this form, I agree to this policy in its entity.**

Signature

Print Name

Date

Address

Home number

Work number

Email address

RESIDENCES AT ADPBE HILLS ASSOCIATION

Barbecue Policy

II. Barbecuing – Barbecuing is not allowed inside buildings or in common areas other than on the patios and balconies as set forth below. Barbecuing is allowed on patios and balconies, and may be stored on patios and balconies, as well. Any homeowner that maintains a barbecue on their patio/balcony will be responsible to maintain a fire extinguisher for safety purposes. Damages from the direct result of using a barbecue will be the responsibility of the individual homeowner.

Key Distribution Form

This form must be signed prior to distribution of keys. This will be used for Management's record of the owners who have received keys. Please be aware that if the two (2) common area keys that have been provided to you are lost, there is a \$50 cost for the first replacement of each key.

If the keys are lost a second time, the cost will be \$100 for each key and subsequent requests will be \$200 each day.

Also please be aware that management does not keep copies of your unit or mailbox keys (only common area). If these keys are lost, this will be the responsibility of the homeowner to replace. We recommend making copies of your unit keys. If you lose your mailbox key you will have to contact the Post Office.

You will not be given a key without returning this form and you must include all requested information:

Name _____

Address _____

Phone# _____

Alt Phone# _____

Signature _____ Date _____

Residences at Adobe Hills Homeowners Association

Residences at Adobe Hills Homeowners Association

ENTRY AND ACCESS SYSTEM NOTICE

Dear Owner(s) and/or Resident (s):

The entry and access system at Residences at Adobe Hills controls the primary entrances to each building and the garage gate. At each of these locations, an access control panel has been installed, which residents or visitors may use to gain entry to the community.

There are three methods to use the access system:

- Homeowners may use an access code to gain access by entering a code on the keypads at the main entrance and garage gate. The garage gate code will be the same for all owners/residents. An access code may be acquired from management for the main entrances to the buildings by returning the attached Access System Information Sheet. Please do not give your access code to non-residents.
- You may enter the garage gate using the gate code provided to you.
- Visitors may enter the building using the directory screen. Visitors may call residents by scrolling through the names displayed on the screen. The entry systems will prompt them on how to find and select a name. Homeowners may unlock the main entrance door remotely by pressing "9" on their telephone while speaking with the party at the gate. Please complete and return the attached Access System Information Sheet identifying your unit number, the last name (s) which will appear on the screen and the phone number to be called.

The entry and access system to The Residences at Adobe Hills community has been provided for your convenience. It is information to understand that this system is not intended to provide a "secure" environment and it is not a substitute for the normal practices that each resident should employ for their own safety and security.

Should you have any questions regarding any of the features of the access system, please do not hesitate to contact me

Regards,

Residences at Adobe Hills Homeowners Association

ENTRY AND ACCESS INFORMATION SHEET

Unit Address _____

Last Name to Appear on
Directory (up to 13 characters): _____

Telephone number: () _____ - _____

4 Digit Entry Code: _____

Please contact Management for the Garage Gate Entry Code.

Once completed, please mail or fax this form to:

Residences at Adobe Hills Homeowners Association

TENANT INFORMATION

Dear Homeowner:

Thank you for following the proper procedures for renting your unit at The Residents at Adobe Hills Association. After filling out the following information, please return this form to the management company.

Owner's Name: _____

Owner's Address: _____

Owner's Phone#: _____

Tenant's Address: _____

Tenant's Address: _____

Tenant's Phone #: _____

I, _____, hereby declare that I have provided my tenant with the Association's governing documents, (i.e., CC&Rs, by-Laws, and Rules and Regulations) of the Association and am enclosing a copy of the current lease.

The Residents at Adobe Hills Association

RESIDENCES AT ADOBE HILLS

RESIDENCES AT ADOBE HILLS ASOCIATION

MOLD POLCY

Due to the proliferation of mold-related claims against homeowners' associations and the lack of insurance coverage for mold claims, the Board of Directors for the Residences at Adobe Hills has developed and adopted this Mold Policy.

1. Indoor mold results when excessive moisture or water accumulates, particularly if the moisture problem remains unaddressed. According to the Environment Protection Agency, there is no practical way to eliminate all mold and spores in the indoor environment. The way to control indoor mold growth is to control moisture.
2. Owners and residents are the primary source of information regarding the potential or actual existence of mold within the development. Therefore, it is the responsibility of the owners and residents to notify management immediately upon learning of any water leak or water related intrusion or damage. At the time of notification, management will assess the circumstances, and if necessary refer to other professionals, to make a determination as to the extent of the problem and who is liable for the related damage and mold-clean up.
3. Pursuant to Article 4 of the Declaration of Covenants, Conditions and Restrictions for the Residences at Adobe Hills, owners are responsible for the maintenance of pluming and other utility fixtures located within their units or partially within the unit and partially within the Common Area that exclusively services the owners' unit. Furthermore, on the maintenance responsibility list attended to the Declaration as Appendix I, owners are responsible for pluming and water systems, including toilets, showers, tub faucets, pipes and drains. The Association shall not be liable for any mold caused as a result of the owner's or resident's failure to maintain his or her unit in accordance within Article 4 of the Declaration, or if the mold is caused by any item or area that is within the owner's or resident's responsibility.
4. Owners and residents shall refer to Article 4, Section 4.1 regarding steps they should implement to reduce the presence of molds within their individual units.
5. The Association shall have the right, but not the duty, upon written request, to enter an owner's or resident's unit to investigate and effectuate any repairs or mold abatement necessary, regardless of whether the water originated from within the unit or the Common Area. If the presence of mold is the result of an owner's or resident's failure to maintain his or her unit, or it is caused by any item or area that is within the owner's or resident's responsibility, all costs associated within repairs or mold abatement will be charged to the owner in the form of a reimbursement assessment pursuant to Section 6.S of the Declaration.
6. Under no circumstance shall an owner or resident assume that the Association is the responsible party for mold-related issues; this determination will be made by the Association's professional management, through the assistant of legal counsel and other professionals, if necessary.

7. AN OWNER'S OR RESIDENT'S FAILURE TO NOTIFY THE ASSOCIATION WITHIN 24 HOURS FROM THE TIME OF DISCOVERY OF A WATER LEAK OR INSTRUCTION RISKS BREAKING ALL COSTS OF REPAIRS ASSOCIATED WITH THE WATER OR MOLD DAMAGE.

8. Every owner and resident should obtain adequate insurance to cover water damage, and mold related damage to their own separate interest unit, including personal property, and liability for damage caused to Common Area or another unit.

CERTIFICATE OF ADOPTION

I hereby certify that:

- A. I am the Secretary of the Residence at Adobe Hills Association.
B. The foregoing Mold Policy was adopted by the unanimous vote of the Board of Directors on
_____, 200___.

Dated: _____, 200_____

Secretary
[Please print or write name]



UNC COMMUNITY MANAGEMENT
POST OFFICE BOX 23550
SAN JOSE, CA 95153
(408) 229-6000



CLUBHOUSE RESERVATION POLICY AND RENTAL FORM

Notice to use the clubhouse for any event must be given by signing below (as renter) and returning this form to Neighborhood Association Management, Inc. at least seven (7) days prior to the rental date requested. Priority will be given on a first-come, first-serve basis. Reservation request made less than seven (7) days in advance are subject to approval.

1. Only owners of Adobe Hills can submit payment for the clubhouse usage fee/deposit. No guests or other hosts can send in payment under any circumstances.
2. Valid ID is required during the pre/post walk.
3. Only the owner of Adobe Hills who signs the request form/policy can do pre/post walk with the management company/clubhouse committee, no exceptions.
4. The same person doing the pre-walk must also do the post-walk the following day. If you are unable to do so, you must sign the clubhouse waiver and pay the required waiver fee of \$200.
5. Failure to follow ANY of the clubhouse rules will result that owner being called on a hearing and/or fined at the Board's discretion.
6. Failure to follow ANY of the clubhouse rules could also result in denial of future rentals, at the Board's discretion.
7. The pool area is NOT part of your clubhouse rental.
8. The occupancy for the clubhouse must not exceed the posted limit. The occupancy limit is 49 persons.
9. There is nonrefundable usage fee of \$100 for resident events and a \$500.00 refundable deposit, which must accompany this form in order to reserve the clubhouse. The amount of the nonrefundable usage fee is set by the Board and includes costs associated with a Clubhouse Management Committee Member unlocking and locking the clubhouse before and after your rental and conducting the start and closing walkthroughs. Your reservation cannot be confirmed or guaranteed until the Association receives your completed form, usage fee, and refundable deposit.
10. A pre-event walk thru will take place by a Clubhouse Management Committee Member and will be scheduled only through them. It is required that you be present at the pre-event walk thru. If you are unable to present, you will be required to sign a pre-event walk thru waiver with an automatic \$200 fee, which is non-refundable.
11. A post-event walk thru will take place by the same Clubhouse Management Committee Member and will again be scheduled only through them. It is required that you be present at the post-event walk thru. If you are unable to be present, you will be required to sign a post-event walk thru waiver with an automatic \$200 fee, which non-refundable.
12. You, as the Renter, will not have access to the clubhouse prior to the pre-event walk thru, or after the closing walk thru is completed. You are responsible for the clubhouse at all times during the rental period, including set-up and clean-up. Events must end by 10:00 p.m. Sunday – Thursday and 12:00 a.m. Friday and Saturday. If the clubhouse is not vacated on time, a fee of \$25 for every portion of a half hour past the ending time will be taken from your deposit.
13. If your event ends before 10 pm or 12 am ending time, you are responsible for securing the clubhouse until the walk thru is completed.

14. The clubhouse cannot be left unlocked and unattended at any time during your rental period. You are responsible to ensure that all windows and doors are locked after your event. The community does not want to experience theft and vandalism in the clubhouse due to carelessness. Please help us protect our clubhouse, which is valuable asset to the community.
15. Renters are responsible for their guests. All guests must comply with all Association rules.
16. Damage is the responsibility of the renter, and the room must be returned to its original condition. Renters are responsible for all clean up and the condition of the clubhouse. Trash must be emptied and NOT dumped in public trash cans inside or outside the clubhouse. A fee of \$75 for any remaining garbage will be taken from your deposit. Additional fees for cleaning and damage will apply as determined by the board based on the report and photos submitted by the Clubhouse Management Committee.
17. Beer and wine are allowed in moderation and for reserved groups only. No red wine is allowed. No alcoholic beverages or glass containers are allowed in the common area outside of the clubhouse.
18. Renter hereby agrees to indemnify, defend, and hold the Association, its officers, its Community Management Committee Members, its property management firm, and its members harmless from any liability arising out of the use of room.
19. If you have rented the clubhouse in the past and written a bad check or put a stop payment on your deposit check, you must provide cashier's checks or money orders for any future rental of the clubhouse. You are responsible for any cost incurred for stopped payment on a check. Your personal checks will NOT be accepted in any case. Also, if your deposit check is cashed, a \$25.00 administrative charge will be deducted from your deposit. By signing below, I agree to all of the conditions outlined in this form.
20. NOTE: If you lose the key to the clubhouse, a charge of \$500 will apply.

Name of Adobe Hills Owner

On-Site Address

Event date, start and end time requested

Home and Cell Phone Numbers

Adobe Hills Owner Signature



UNC COMMUNITY MANAGEMENT
POST OFFICE BOX 23550
SAN JOSE, CA 95153
(408) 229-6000



CLUBHOUSE RESERVATION WAIVER FORM

I _____ hereby waive my rights to attend the pre-inspection and the post-inspection of the Clubhouse related to my rental on the date of: _____, 2015.

I understand and agree to the following:

1. Neither the Board of Directors nor Management are responsible for any cleaning costs in the event the Clubhouse is not left in the original condition in which it was received.
2. I agree to pay a \$200 fee to cover the cleaning costs associated with the Clubhouse rental.
3. I understand and accept that the cleaning fee is in addition to the Clubhouse usage fee of \$100 for a total rental fee of \$275.
4. I understand and accept that these fees are NOT refundable.

Name of Adobe Hills Owner

On-Site Address

Event date, start and end time requested

Home and Cell Phone Numbers

Adobe Hills Owner Signature

RESIDENCES AT ADOBE HILLS ASSOCIATION

ELECTION RULES

**TABLE OF CONTENTS TO
RESIDENCES AT ADOBE HILLS ASSOCIATION
ELECTION RULES**

| | | |
|-------------|---|---|
| Section 1. | Inspector (s) of Election | 1 |
| Section 2. | Director Qualifications | 2 |
| Section 3. | Nomination Procedures..... | 3 |
| Section 4. | Media Access | 3 |
| Section 5. | Common Area Meeting Space..... | 3 |
| Section 6. | Association Funds..... | 4 |
| Section 7. | Voting Qualifications | 4 |
| Section 8. | Method of Voting | 4 |
| Section 9. | Voting Period | 5 |
| Section 10. | Ballot Requirements | 5 |
| Section 11. | Ballot and Voting Procedure | 5 |
| Section 12. | Voting Results, Storage and Retention | 6 |

RESIDENCES AT ADOBE HILLS ASSOCIATION ELECTION RULES

The Board of Directors adopted these election rules in accordance with California Civil Code Section 1357.100 et seq. Notwithstanding any other law or provision of the governing documents, these rules shall apply to all matters set forth in Section 1363.03 (b) of the California Civil Code.

Section 1. Inspector(s) of Election

A. Appointment and Term

1. **Appointment.** The board of Directors shall appoint one or three persons to serve as the Inspector(s) of Election, who shall serve at the discretions of the Board, and who shall have such powers and duties as the Board shall determine, subject to the limitations imposed by these election rules ("Election Rules").
2. **Term.** The Inspector(s) of Election shall serve in their capacity until they resign, are discharged by the Board or until they submit their completed written report to the Board as required by Section 1(D)(2)(i).

B. Qualifications

1. The inspector(s) of Election must be an independent third party who is not any of the following:
 - a. Currently a Member of the Board of Directors or a candidate for the Board of Directors; or
 - b. Related to a Member of the Board of Directors or a candidate for the Board of Directors.
2. Within the absolute discretion in the Board, an independent third party may be a person who is currently employed or under contract to the Association for any compensable services.

C. Powers

1. Notwithstanding any provision in the Association's governing documents to be the contrary, an Inspector(s) of Election shall preside over an election or vote dealing with any of the matters set forth in Civil Code section 1363.03 (b).
2. The Inspector(s) of Election may meet and discuss election issues amongst themselves and/or with the Association's legal counsel.
3. If there are three Inspectors of Election, the decision or act of two of more inspectors of Election shall be effective in all respects as the decision or act of all.

4. The Inspector(s) of Election may appoint and oversee additional persons to count and tabulate votes as the Inspector(s) of Election deems appropriate, if permitted by California law.

D. **Duties**

1. The Inspector(s) of Election shall perform his or her duties impartially, in good faith to the best of his or her ability, and as expeditiously as is practical.
2. The Inspector(s) of Election shall do all of the following:
 - a. Determine the number of memberships entitled to vote and the voting power of each.
 - b. Determine the authenticity, validity, and effect of proxies, if any.
 - c. Receive ballots.
 - d. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
 - e. Count and tabulate all votes.
 - f. Determine when the polls close.
 - g. Determine the results of the election.
 - h. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with this section and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section.
 - i. Prepare a written report of the activities undertaken in any election.

Section 2. Director Qualifications

Directors must be either an owner or an agent of Declarant and are encouraged to satisfy the following requirements while they serve in office: (a) not be absent from three consecutive meetings of the Board; (b) attend at least seventy five percent of the Board meetings held each year and attend the entire meeting each time; (c) exhibit respect, professionalism and courteous behavior to Owners, committee members, vendors, the Manager and its staff, and any other Persons associated with or retained by the Association; and for non-Declarant Board members, be an owner in good standing.

Section 3. Nomination Procedures

- A. Notwithstanding any provision contained in the Association's governing documents to be contrary, members may nominate themselves as candidates for election to the Board of Directors.
- B. Nominations must be submitted to the Association's Secretary through its community manager at least 15 days before the distribution of the ballots to the Members. Candidates shall be closed thereafter as determined by the Board of Directors in its sole discretion.
- C. If following the deadline for submitting written notification of the desire to be a candidate, the number of eligible candidates is equal to or less than the number of seats to be filled, the Board may dispense with the mailing of the secret ballots as such mailing would serve no purpose and, in its discretion, appoint those candidates to replace those Directors whose terms would be expiring. In the event the Board appoints directors in this manner, then within 15 days following the appointed candidates taking office the Board shall publicize the appointments in a communication directed to all members.
- D. In the event that the election is a contested election in that the number of candidates exceeds the number of seats to be filled on the Board of Directors the Board shall proceed with the secret ballot election procedures set forth in Civil Code section 1363.03 and these rules.

Section 4. Media Access

- A. If any publicity is provided by the Association for purposes that are reasonably related to the election, it shall be provided to all candidates and Members advocating a point of view.
- B. If any publicity is provided by the Association, the Association will not censor or edit or redact the communication but shall include a statement specifying that the message is that of the Members and the Association is not responsible for its content. The following statement shall be published by the Association:
"The views expressed are those of its author and do not reflect the view of the Association, its directors, managers, employees or agents. The author is solely responsible for its content. The Association is required by law to publish the communication as written regardless of the content."

Section 5. Common Area Meeting Space

- A. If common area meeting space exists, it shall be provided at no cost to all candidates and Members advocating a point of view for purposes reasonably related to the election or vote, subject to procedural rules as may be adapted by the Board to assure orderly use of such meeting space.

- B. If required by the governing documents, the Association will schedule a community election forum prior to an election of the Board or a vote subject to these Elections Rules, whereby candidates and Members who are advocating a point of view which is the subject matter of the pending election or vote may attend and speak to any Association Members choosing to attend. The community election forum shall be conducted in accordance with the governing documents and any procedural rules adapted by the Board.
- C. Any Member desiring to use the common area meeting space for such purpose shall be responsible for leaving the premises in the condition they were found. The Member shall be required to provide a deposit which will be returned when the premises are returned clean and undamaged.

Section 6. Association Funds

Association funds shall not be used for campaign purposes in connection with any election, except that the Association may provide publicity in its discretion.

Section 7. Voting Qualifications

- A. **Voting Qualifications.** Only members of the Association are permitted to vote on matters requiring the approval of the membership.
- B. **Voting power of each Member.** Class A Members may only cast one vote per Condominium owned. The Class B Member, if one exists, may cast three votes per Condominium owned.
- C. **Voting period for election.** Voting period shall be determined by the Board of Directors.
- D. **Date of Election.** The date that ballots are distributed shall be the date of election.

Section 8. Method of Voting

- A. The Association shall not be required to prepare or distribute proxies when voting on any matter requiring vote by secret ballot under Civil Code Section 1363.03

- B. If any proxies are received, they are valid and effective only if they comply with California law and the Association's bylaws. The Inspector(s) of Election shall determine the authenticity of any proxies received and may deem a proxy used to vote by secret ballot authentic only if the proxy complies with California Civil Code Section 1363.03(d). When making such determination, the Inspector(s) of Election may also take into consideration any reasonable criteria established by the Board of Directors to authenticate a proxy.
- C. In accordance with Section 5.2 of the Bylaws, an Owner may cumulate his votes for any candidate for the Board in any election in which more than two Directors are to be elected.

Section 9. Voting Period

- A. The Board of Directors shall generally determine the dates upon which polls will open and close. Once appointed to oversee an election, the Inspector(s) of Election shall determine, in their direction, the specific days and times when the polls close.
- B. In the Board of Directors sole discretion the voting period may be extended if sufficient ballots have not been received.

Section 10. Ballot Requirements

- A. Voting with regard to the matters addressed in Civil Code Section 1363.03(b) shall be determined by using a double envelop system to ensure the anonymity of the Member casting his or her vote.

Section 11. Ballot and Voting Procedure

A. Ballots

1. A ballot and two pre-addressed envelopes, a smaller (inner) envelop and a larger (outer) envelop, along with instructions on how to return the ballot shall be mailed by first-class mail or delivered by the Association to every Member not less 30 days prior to the deadline for voting.
2. A voter may not be identified by name, address, or the unit number that entitles him or her to vote on the ballot.
3. The ballot itself is not be signed by the Member voting, but is to be inserted into the smaller (inner) envelop that is sealed by the Member. This envelop is inserted into larger (outer) envelop that is sealed by the Member.

4. The larger (outer) envelop is addressed to Inspector(s) of Election. In the upper left-hand corner of the second envelop, the voter shall sign his or her name, indicate his or her name and indicate the address or separate interest identifier that entitles him or her to vote.
- S. The ballot may be mailed or delivered by hand to a location specified by the Inspector(s) of Election. The Member may request a receipt for delivery.
6. Once a ballot is cast it cannot be revoked. A ballot is "cast" when it is received.

B. **Vote Tabulation**

1. The ballots shall not be opened or otherwise reviewed prior to the time and place at which the ballots are counted and tabulated. In no event shall any ballots be opened if insufficient ballots exist to meet the quorum requirement.
2. All votes shall be counted and tabulated by the Inspector(s) of Elections, or the duly authorized persons appointed by the Inspector(s) of Election to count and tabulate the votes if allowed under California law, in public at a properly noticed open meeting of the Board of Directors.
3. If the Inspector(s) of Election determine that insufficient ballots exist to meet the quorum requirement, the Board:
 - a. Shall extend the voting period for elections to the Board of Directors.
 - b. May extend the voting period for any other matter subject to these Election Rules.
4. In a Board of Director election, if there is a tie vote between those candidates who receive the lowest number of votes, the tie shall be broken by a random method, as determined by the Inspector(s) of Election.

Section 12. Voting Results, Storage and Retention

A. **Election Results**

1. The Inspector(s) of Election shall promptly report the results of the election to the Board of Directors who shall record the results of the election in the minutes of the next Board meeting and make them available to the Member of the Association for review.

2. Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all Members.

B. **Custody, Storage and Retention of Ballots from Election**

1. **Custody**

- a. The sealed ballots shall remain in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) of Election at all time prior to tabulation of the vote and until the time allowed by California Corporations Code Section 7527 for challenging the election has expired.
- b. In the event of a recount or other challenge to the election process, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection and review by Members or their authorized representatives. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.
- c. Once the time for challenging the election has expired, the Inspector(s) of Election shall transfer physical custody of the ballots to the Association.

2. **Storage and Retention**

- a. After transferring the ballots to the Association, the ballots shall be stored by the Association in a secure place for at least one year after the date of the election.

Rental Restrictions (Required Civil Code Sec. 4525)

Residences at Adobe Hills Association

Order: MG99GJ3ST
Address: 39224 Guardino Dr Apt 202
Order Date: 01-07-2022
Document not for resale
HomeWiseDocs

RESIDENCES AT ADOBE HILLS
ASSOCIATION

RENTAL RESTRICTION INFORMATION

The following information was excerpted from the association CC & R's.



2009308992

09/29/2009 11:53 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE:

30.00

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

Glenn Mai, Esq.
Archer Norris, A Professional Law Corporation
4695 MacArthur Court, Suite 350
Newport Beach, CA 92660
Telephone: (949) 975-8200



8 PGS

SPACE ABOVE FOR RECORDER'S USE ONLY

AMENDED & RESTATED FIRST AMENDMENT

TO

RESIDENCES AT ADOBE HILLS

DECLARATION OF RESTRICTIONS (CC&Rs)

This Amended & Restated First Amendment to Residences at Adobe Hills Declaration of Restrictions (CC&Rs) ("Amended Amendment") is made on the date hereafter set forth by the Residences at Adobe Hills Association, a California nonprofit mutual benefit corporation ("Association"), on the terms and conditions herein stated:

RECITALS

A. The Association's predecessor in interest caused to be recorded that certain Residences at Adobe Hills Declaration of Restrictions (CC&Rs) on September 22, 2003 as Document No. 2003559247 in the Official Records of Alameda County, State of California (the "Declaration"). All capitalized terms not otherwise defined in this Second Amendment shall have the meanings ascribed to them in the Declaration.

B. The Declaration impacts, affects and otherwise encumbers the Property located in the City of Fremont, County of Alameda, State of California and shown as Lot 1 on the final map of Tract 5807 filed for record on January 13, 1989 in Book 181 of Maps at Pages 49 through 51, inclusive, in the Official Records of Alameda County, State of California.

C. Association is the entity formed to operate and manage the Property and to enforce the provisions of the Declaration.

D. The Association desired to amend the Declaration for the purpose of revising the rental restriction policy in Article 3, Section 3.2 of the Declaration, and a First Amendment to Residences at Adobe Hills Declaration of Restrictions was recorded on May 14, 2007, as Document No. 2007185821 in the Official Records of the County (the "First Amendment").

E. However, the First Amendment did not correctly reflect the provisions and intent of the Association or its members, as evidenced by a letter dated January 9, 2008 from the Board of Directors to Owners in connection with the vote on the First Amendment. A copy of the January 9, 2008 letter is attached hereto as Exhibit A. The Board, Association and its members intended that Owners of ALL Units as of May 14, 2007, the date the First Amendment was recorded, were to be classified as "Grandfathered Units," not just those Units that were being rented or leased as of May 14, 2007. Thus, the First Amendment does not reflect the intent of the Board, the Association and its members, nor does it accomplish the purpose for which the First Amendment was prepared and voted upon.

F. Therefore, the Association and its members, through the Board of Directors of the Association, desire to correct the First Amendment through this Amended Amendment to correctly and

accurately reflect the intention of the Association and its members when it voted upon the First Amendment.

NOW THEREFORE, pursuant to Article 11, Section 11.2 of the Declaration, the President of the Association re-confirms that not less than fifty-one percent (51%) of the total voting power of the Association already voted upon this issue on March 31, 2007, and upon the inherent powers of the Board of Directors to correct the errors in the First Amendment, do hereby declare the following:

1. The First Amendment is hereby deleted and rescinded in its entirety, and the following is substituted in lieu thereof:

3.2 Rental of Units. In order to: (a) protect the equity in the Units for the Owners, (b) carry out the purposes for which the Association was formed by preserving the character of the Project as a homogeneous residential community of owner-occupied residences, (c) prevent the Project from assuming the character of a renter-occupied area, (d) ensure that those who control the Association are committed to the community purposes set forth in this Declaration and to the Association's effective operation and maintenance of the Common Area, and (e) retain the Project's ability to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the Project be substantially owner-occupied, the renting or leasing of Units shall be subject to all the provisions of the Governing Documents and this section.

(i) Restriction on the Number of Units Rented. Not more than twenty-five percent (25%) of the Units within the Project shall, at any one time, be rented or otherwise occupied by anyone other than an Owner, members of an Owner's household, or temporary guests, except as provided in this section.

(ii) Implementation. If not already provided to the Board, each Owner renting or leasing a Unit shall immediately provide any information determined by the Board to be necessary or convenient to the implementation of the provisions of this section, including, without limitation, the names of the tenants and members of the tenants' household and copy of the signed lease.

(iii) Grandfathered Units. The restriction on the number of Units that may be leased or rented as set forth in this section shall not apply to all Owners of Units as of May 14, 2007 (the "Grandfathered Units"). Owners of Grandfathered Units shall not be required to obtain permission of the Board to lease said Units; provided, however, that Owners of Grandfathered Units shall be required to provide the information set forth in Section 3.2(ii), above, for each new tenant and occupant of the Unit. For purposes of this section, the Owners of the Grandfathered Units shall be those persons and/or entities who are on title for the Grandfathered Units as of May 14, 2007, as shown in the Official Records of the County, and shall include trusts that may be created by Owners after May 14, 2007 to hold title to said Grandfathered Units, but shall not include any other sale, transfer and/or conveyance, whether in part or in whole, of any interest in the Unit to any person other than a record Owner. Upon the sale, transfer and/or conveyance of any interest in the Unit, other than as set forth herein, said Grandfathered Unit shall no longer be considered a Grandfathered Unit, and cannot be rented or leased unless it meets with the approval of the Association, as set forth in the provisions of this section. The Grandfathered Units shall be counted in the determination of the twenty-five percent (25%) limitation.

(iv) Exceptions. The Board shall have the right but not the obligation to waive some or all of the provisions of this section: (a) in cases of deserving and unusual hardship, or (b) for a limited period of time not to exceed one (1) year, upon written request of an Owner representing that he/she will retake possession and occupancy of the Unit as a resident thereof upon expiration of such limited period of time. The Board shall have the right, but not the obligation, to review the written lease for such limited period of time and to impose provisions which the Board, in its discretion, determines will ensure compliance with the above requirements. Exceptions as authorized by the Board shall take precedence over the order of priority established pursuant to

Section 3.2(iv)(e) and shall be subject to such limitations, requirements and conditions as the Board in its complete discretion deems appropriate.

(iv) Application and Approval Process.

(a) Written Application. Any Owner desiring to rent his or her Unit shall submit an application in writing to the Board, and said application shall state (I) the name, mailing address, Unit address, and record ownership date of the Owner, (II) the proposed lease term, (III) the number of occupants, and (IV) such other information that the Board may, from time to time, require. Each Owner shall have the right, upon written request delivered to the Association, to appear in person before the Board and discuss the request to rent or lease his or her Unit.

(b) Board Review of Application. Within forty-five (45) days after receipt of a written application to rent or lease, the Board shall review the application, and the Board shall issue its approval or denial of the application in writing to the requesting Owner. If the application is denied, the notice shall specify the reason(s). The Board shall approve the written application unless doing so will (i) increase the number of Units rented within the Project to more than that allowed under Section 3.2(l), or (ii) otherwise result in the violation of any provision of this section.

(c) Board Decision Conclusive. The decision of the Board pursuant to this section in approving or denying a request to rent or lease a Unit shall be final and conclusive, and not subject to further reconsideration by the Board.

(d) List of Rented/Leased Units. The Board shall maintain a list of all Owners renting or leasing a Unit. The list shall include the Owner's name, mailing address, Unit address, date of record ownership and term of lease. Any Owner may be provided a list of the Unit addresses and length of lease period only, upon payment of a reasonable administrative charge to be set by the Board, and may only be used by such Owner to determine his or her eligibility to rent or lease his or her Unit pursuant to this section.

(e) Priority of Applicants. The Board shall establish and maintain a priority list identifying the name and date the written application of each Owner to rent or lease his or her Unit was submitted to the Board. When the number of Units rented or leased in the Project is less than the maximum percentage allowed under Section 3.2(l), the Board shall authorize the Owner who submitted the earliest application to rent or lease his or her Unit. Once an Owner obtains permission to rent or lease his or her Unit, he or she may do so to consecutive lessees, tenants or renters or for consecutive periods of time without interruption of more than thirty (30) days or may reoccupy his or her Unit for a period not to exceed thirty (30) days without having to reapply to the Board for permission to rent or lease. If an Owner fails to rent or lease his or her Unit within a reasonable time following approval by the Board to do so, such permission shall be automatically revoked and the Owner shall be required to submit a new written application to the Board pursuant to this section.

(f) Requirement of Written Rental Agreement. Any rental or lease of a Unit within the Project and approved by the Board, shall be by a written rental agreement or lease, a fully signed copy of which shall be filed with the Board. Said written rental agreement or lease shall expressly provide that the tenancy and occupants shall be subject to and comply with all of the provisions of the Governing Documents, and that any violation of any provision of the Governing Documents shall constitute a material breach and default of the terms of such rental agreement or lease. The Owner shall provide the Board with an acknowledgement signed by the tenants and occupants that the tenants and occupants have read, understood and agreed to comply with the

Governing Documents, which acknowledgement shall be submitted in a form acceptable to the Board.

(g) Requirement of Inclusive Rental Agreement. No Owner may lease, rent or hire any Parking Space, Yard or similar Improvement to anyone who does not have the right of possession of the entirety of the Unit.

(v) Owner Responsibility. Each Owner renting or leasing a Unit shall be strictly and solely responsible and liable to the Association for the actions of such Owner's tenants and occupants in or about all Units and the Common Area and for each tenant's and occupant's compliance with the provisions of all Governing Documents. An Owner renting or leasing a Unit shall provide the tenants with copies of the Governing Documents and all subsequent amendments.

(vi) Association's Enforcement Rights. In the event a tenant's or occupant's conduct involves damage or misuse of any Common Area or facilities in or on any Common Area or constitutes an unreasonable nuisance or danger to other residents within the Project, the Association shall be entitled to initiate and maintain an eviction action against such tenants and occupants to the same extent as the Owner of the Unit, the Association being expressly identified as a third party beneficiary of any rental agreement or lease involving any Unit within the Project. The Association's right to initiate and maintain an eviction action shall arise only in the event that: (a) the Association has given written notice to the Owner detailing the nature of the infraction and the Owner has had a reasonable opportunity to take corrective action or to appear before the Board to present arguments as to why eviction by the Association is not necessary, and (b) the Owner has not prevented and/or corrected the actions of the tenant or occupant giving rise to the damage or nuisance.

(vii) Indemnification of Association. Every Owner who rents or leases his/her Unit (and regardless of whether it is a Grandfathered Unit) agrees to and shall defend, indemnify and hold the Association, its officers, directors and agents harmless from any and all liabilities, litigation, claims, causes of action, costs, losses or damages of any kind, including, without limitation, attorney's fees arising out of the conduct or presence of the tenants and occupants of the Unit upon the Project including any arising or alleged to have arisen out of the enforcement or non-enforcement by the Association of the Governing Documents against such tenants or occupants. Without limiting the generality of the foregoing, all costs, including attorney's fees incurred by the Association to enforce the Governing Documents against such tenants and occupants, including eviction as provided herein, shall be reimbursed to the Association by the Owner and may be assessed by the Association against the Owner as a Reimbursement Assessment pursuant to Article 6, Section 6.5 of the Declaration.

2. Except as expressly stated herein, all of the provisions of the Declaration are restated and affirmed and shall remain in full force and effect.

3. This Amended Amendment shall be effective upon the date of its recordation in the Official Records of the County, State of California.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned is the President of the Association and hereby certifies that the provisions set forth above in this Amended Amendment was duly adopted by a vote of at least fifty-one percent (51%) of the total voting power of the Association in accordance with Article 11, Section 11.2 of the aforesaid Declaration, and that this Amended Amendment correctly and accurately reflects the intent of the Owners and members at the time the vote was taken on March 31, 2007.

THE RESIDENCES AT ADOBE HILLS ASSOCIATION,
a California nonprofit mutual benefit corporation

Dated: August 21, 2009
September

By: Alice Cury
Name: Alice Cury
Title: President

EXHIBIT A

LETTER TO OWNERS FROM BOARD OF DIRECTORS DATED JANUARY 9, 2006

State of California)
County of Alameda)

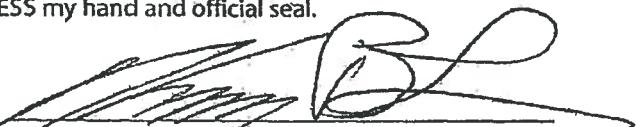
**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

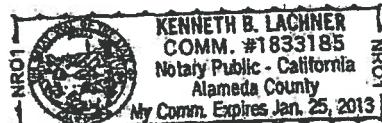
On September 21, 2009 before me, Kenneth B. Lachner "Notary Public"
(here insert name and title of the officer)
personally appeared Alisa Curry, civil engineer

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)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this
acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document
titled/for the purpose of 2nd Revision of 1st Amend.
ment - Declaration of Restrictions,
containing 6 pages, and dated 8-5-2009.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s)

Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other:

President / Secretary
representing: Adelphi Hills HOA
Name(s) of Person(s) or Entity(ies) Signer is Representing

| Additional Information | |
|---|---|
| Method of Signer Identification | |
| Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es) | |
| Notarial event is detailed in notary journal on: Page # <u>5</u> Entry # <u>374</u> | |
| Notary contact: _____ | |
| Other: | |
| <input type="checkbox"/> Additional Signer(s) <input checked="" type="checkbox"/> Signer(s) Thumbprint(s) <input type="checkbox"/> | |
| 3. | 4. |
|  |  |