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INDEX
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
MAUD AVENUE MANOR
A CONDOMINIUM PROJECT

OCT 20 1981
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
GENE O. DAVIDSON
COUNTY RECORDER

<u>ARTICLES</u>	<u>PAGES</u>
I. RECITALS	1
II. I. DEFINITIONS	2
II. II. THE PROPERTY	5
2.1 Property Subject to Declaration	5
2.2 Waiver of Partition	5
2.3 Common Area Ownership	5
2.4 Restricted Common Area	6
III. III. HOMEOWNERS ASSOCIATION	6
3.1 The Organization	6
3.2 Membership	7
3.3 Voting Classes	8
3.4 Voting Procedures and Meetings	8
3.5 Board of Directors	8
3.6 Notice of Incumbency	8
3.7 General Powers, Duties and Authority of The Association	9
3.8 Capital Improvements	12
3.9 Power of Attorney	12
3.10 Maintenance of Common Area	12
3.11 Authority for Entry for Maintenance or Construction	13
3.12 Budget and Annual Report	13
3.13 Additional Insurance by Unit Owner	14
3.14 Manager	14
3.15 Consolidations and Mergers	14
3.16 Dedication	14
3.17 Project Rules	15
3.18 Enforcement	16
3.19 Enforcement of Bonded Obligations	17
IV. IV. MAINTENANCE ASSESSMENTS AND ASSOCIATION FUNDS	18
4.1 Covenants for Maintenance Assessments	18
4.2 Monthly Assessments	19
4.3 Special Assessments	21
4.4 Reimbursement Assessments	22
4.5 Non-Waiver of Assessments	22
4.6 Enforcement	22
4.7 Power of Foreclosure and Sale	24
4.8 Status of Assessment Lien	25
4.9 Certificate of Discharge of Lien	25
4.10 Subordination of Lien to Encumbrance	25
4.11 Association Funds	26
4.12 Books of Account	26
V. V. USES, RESTRICTIONS AND COVENANTS	27
5.1 Proper Use of Premises	27
5.2 Maintenance by Unit Owner	30
5.3 Capital Improvements - Alterations and Additions	32
5.4 Use of Common Facilities	33

Total 53 Pages
RECEIVED, READ & APPROVED

DATE

DATE

<u>ARTICLE</u>		<u>PAGES</u>
VI. EASEMENTS		33
6.1 Generally		33
6.2 Utilities		33
6.3 Encroachment		33
6.4 Construction, Maintenance and Repair		34
6.5 Ingress and Egress		34
6.6 Balconies and Patios		34
6.7 Emergency Exits		34
VII. DEVELOPMENT RIGHTS		34
7.1 Limitations of Restrictions		34
VIII. DAMAGE OR DESTRUCTION OF BUILDING; CONDEMNATION		35
8.1 Damage to Single Unit		35
8.2 Damage to Two or More Units or Common Area		35
8.3 Condemnation of Common Area		37
8.4 Appraisals		37
IX. MISCELLANEOUS PROVISIONS		38
9.1 Mechanic's Liens		38
9.2 Term of Declaration		38
9.3 Amendments		38
9.4 Construction of Provisions		39
9.5 Binding		39
9.6 Severability of Provisions		39
9.7 Gender, Number and Captions		39
X. ATTACHMENTS		41
Consent and Subordination		41
Exhibit A - Legal Description		42
Exhibit B - Grant Deed		43
Exhibit C - Undivided Interest in Common Area		46
Exhibit D - The Plan		47

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF

MAUD AVENUE MANOR
A CONDOMINIUM PROJECT

THIS DECLARATION is made this 6th day of August,
1981, by RICHARD E. AZEVEDO, hereinafter referred to as "Declarant".

R E C I T A L S:

THIS DECLARATION is made with reference to the following facts:

A. Declarant is the owner of all that certain real property located in the City of San Leandro, County of Alameda, State of California, particularly described in Exhibit "A".

B. The real property described in Exhibit "A" is a "Project" within the meaning of California Civil Code Section 1350(3) and is subject to the provisions of the California Condominium Act (Title VI, Part IV, Sections 1350-1370, inclusive). It is the desire and intention of the Declarant to subdivide and develop the real property described therein as a Condominium Project pursuant to said Plan and to impose on said real property mutually beneficial restrictions, easements, assessments and liens under a general plan of improvement for the benefit of all of the subject Units and Common Area and the future Owners of said Units and Common Area.

NOW, THEREFORE, Declarant hereby declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of the plan for the subdivision, improvement and sale of said real property as a Condominium Project and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property and every part thereof. All of the limitations, easements, uses, obligations covenants, restrictions and conditions stated herein shall run with the real property, shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof, shall be for the benefit of each Owner of any portion of said real property or

any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the Owners thereof. Each and all of the said limitations, easements, uses, obligations, covenants, conditions and restrictions shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the Owners of any of the individual Units against any other Owner, tenant or occupant of the property, or any portion thereof.

ARTICLE I

DEFINITIONS

Unless the context clearly indicates a different meaning therefor, the terms used herein, in the Plan and in any Deeds regarding Units in the Project shall have the meanings specified in this Article.

1.1 Association: The term "Association" shall mean and refer to MAUD AVENUE MANOR HOMEOWNERS ASSOCIATION, its successors and assigns, a non-profit unincorporated association.

1.2 Beneficiary: The term "Beneficiary" shall mean and refer to a mortgagor under a first mortgage or a beneficiary under a first deed of trust encumbering a Unit.

1.3 Board: The term "Board" shall mean the Board of Directors of the unincorporated Association.

1.4 By-Laws: The term "By-Laws" shall mean the By-Laws of the unincorporated Association which are or shall be adopted by the Board.

1.5 Common Area: The term "Common Area" refers to all of the Project described on the Plan which is not included within any Unit. Common Area shall include, but not be limited to, roofs, foundations, pipes, ducts, flues, chutes, floors, bearing walls, columns and girders to their unfinished surfaces, all regardless of location, balconies, parking spaces, patios, storage spaces, service and equipment areas, driveways, open spaces, planted and landscaped areas, and all other improvements which may be placed upon or located in the Common Area. A schedule setting forth the undivided interests in the Common Area to be granted to each Unit is set forth in Exhibit "C".

1.6 Condominium: The term "Condominium" refers to the Unit together with the undivided interest in the Common Area conveyed in fee to an

Owner, and all easements appurtenant thereto, all as more particularly defined in Section 783 of the Civil Code of the State of California.

1.7 Unit: The term "Unit" shall mean the individually-owned subdivision interest conveyed to the Owner consisting of the elements of the Condominium not owned in common with the Owners of other Condominiums in the Project. Each Unit is an individual residence which is shown, defined and delineated on the Plan as a numbered parcel preceded by the words "Unit No."

The Boundaries of each Unit shall be the following: the interior unfinished surfaces (exclusive of paint, shingles, siding or other finishes) of the floors, ceilings, interior beams and columns, perimeter walls, bearing walls, doors, doorframes and trim, and the interior unfinished surfaces and/or exposed surfaces of the fireplaces, in any, of said Unit. The Unit shall include the airspace so encompassed by said boundaries, excluding all load bearing walls and all walls containing any utility conduit to the unfinished surfaces of such walls.

Each Unit specifically includes the oven, garbage disposal unit, dishwasher, heating conduits, range and fans, interior partitions, fireplaces, hotwater heaters, furnaces, and plumbing fixtures installed therein. In interpreting Deeds, Declarations and Plans, the existing physical boundaries of the Unit, or of the Unit as may be reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in the Deed, Plan or Declaration, regardless of settling or lateral movement of the buildings and regardless of variants between boundaries shown on the Plan or the Deed and the Declaration and those of the buildings.

Each Unit is so designated on the Plan and includes the Balcony and patio as designated on the Plan.

1.8 Balcony: The term "Balcony" shall mean and refer to that portion of the Common Area shown on the Plan as individually numbered parcels preceded by the letter "B", an exclusive appurtenant easement for the use and possession of which shall be granted to the Unit bearing a corresponding number. The boundary lines for each Balcony shall be as set forth on the Plan and to the airspace encompassed within said boundaries.

1.9 Patio: The term "Patio" shall mean and refer to those portions of the Common Area adjacent to a Unit and separately designated on the Plan as individually numbered parcels preceded by the letter "P". An exclusive appurtenant easement for the use and possession of each Patio shall be granted to the Unit bearing a corresponding number along with and as part of said Unit. The boundary lines for each Patio shall be as set forth on the Plan and the airspace encompassed therein.

1.10 Declarant: The term "Declarant" shall mean and refer to RICHARD E. AZEVEDO, and all successors and assigns of Declarant, if such successors and assigns acquire more than one Unit for the purpose of resale to another.

1.11 Declaration: The term "Declaration" shall mean and refer to the within Declaration of Covenants, Conditions and Restrictions.

1.12 Director: The term "Director" shall mean and refer to a member of the Board of Directors.

1.13 Manager: The term "Manager" refers to the person or corporation appointed as such pursuant to Section 3.14 hereof.

1.14 Restricted Common Area: The term "Restricted Common Area" as used herein shall mean that portion of the Common Area, the exclusive use of which is set aside, allocated and restricted to a particular Unit or Unit Owner. Said exclusive easement shall be specifically designated in the individual Condominium Grant Deed to any Unit with such Restricted Common Area.

1.15 Map: The term "Map" refers to that certain Tract Map entitled 4656, filed in Book 123 of Maps at Page 36, Alameda County Records on Dec. 29, 1980.

1.16 Member: The term "Member" shall mean and refer to those Unit Owners who are members of the Association pursuant to Article III hereof.

1.17 Plan: The term "Plan" refers to that certain Condominium Plan entitled TM 4656 San Leandro, California, a Condominium Plan, prepared in accordance with Section 1351 of the California Civil Code, which Plan is attached hereto as Exhibit "D".

1.18 Project: The term "Project" shall mean the entire parcel of real property described on the Map which is divided or to be divided into Condominiums, including all structures thereon, as shown on the Plan.

1.19 Rules: The term "Rules" shall mean the Rules adopted by the Association pursuant to Section 3.17 of this Declaration.

1.20 Unit Owner: The term "Unit Owner" refers to the holder or holders of record fee title to a Condominium, including the Declarant with respect to each Condominium owned by Declarant. Such term shall include the contract purchaser (Vendee) under an installment land contract and shall exclude those persons having an interest in a Condominium merely as security for performance of an obligation.

ARTICLE II

THE PROPERTY

2.1 PROPERTY SUBJECT TO DECLARATION: All of the real property shown on the Map is hereby declared to be subject to this Declaration.

2.2 WAIVER OF PARTITION: There shall be no judicial partition of the Project or any part thereof, and, except as provided in the Civil Code Section 1354, each Unit Owner, and the successors of each Unit Owner, whether by deed, gift, devise or operation of law, for their own benefit, for the benefit of their respective Units and for the benefit of all other Unit Owners, specifically waive and abandon all rights, interests and causes of action for a judicial partition of the tenancy in common ownership of the Project and do further promise and covenant that no action for such judicial partition shall be instituted, prosecuted or reduced to judgment until the happening of the conditions set forth in Article IX hereof; provided, however, that if any Condominium shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-Owners of a single Condominium.

2.3 COMMON AREA OWNERSHIP: There shall be conveyed with each respective Unit an undivided one-seventh (1/7) tenancy-in-common interest in the Common Area. The undivided interest in the Common Area established hereunder and to be conveyed with the respective Units cannot be changed, and Declarant, its successors, assigns and grantees covenant and agree that the undivided interests in

the Common Area, and the fee title to the respective Units conveyed therewith, shall not be separated or separately conveyed, and each such undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit. Each Unit and each Unit Owner shall share the expenses of the Common Area proportionately as more particularly set forth in Article IV below.

2.4 RESTRICTED COMMON AREA: The ownership of the Common Area shall be subject to the exclusive easements established in Article VI for the benefit of each Unit Owner for use and possession of the Balcony and Patio set forth in the Deed to said Unit.

ARTICLE III HOMEOWNERS ASSOCIATION

3.1 THE ORGANIZATION: The Association is a non-profit unincorporated association charged with the duties and empowered with the rights set forth herein and in the By-Laws. Its affairs shall be governed by this Declaration, the By-Laws and the Rules of the Association.

3.2 MEMBERSHIP: Each Unit Owner, including Declarant, by virtue of being an Owner and for so long as Declarant is an Owner, shall be a Member of the unincorporated Association, provided that any person or entity who holds an interest in a Unit merely as security for the performance of an obligation shall not be a Member. Each Unit Owner shall be entitled to one (1) membership in the Association for each Unit owned. Association membership shall be appurtenant to and may not be separate from the ownership of any Unit. Upon termination of Unit Ownership, the membership in the Association shall also terminate. Ownership of a Unit shall be the sole qualification for membership in the Association. Except as otherwise provided herein, the rights, duties, privileges and obligations of all Members of the Association shall be provided in this Declaration, the By-Laws and Rules of the Association. The membership of an Owner shall not be transferred, pledged or alienated in any way except upon transfer of title to the Owner's Unit and then only to the transferee of title to such Unit. Any attempt to make a prohibited transfer is void.

3.3 VOTING CLASSES: The Association shall have two (2) classes of voting members.

3.3.1 Class A: Class A Members shall be all Unit Owners with the exception of Declarant. Class A Members shall have one (1) vote for each Unit. When more than one person owns a single Unit, all Owners shall be Members of the Association. However, the vote for each Unit must be cast as a Unit. Said vote shall be cast by the designated "Voting Owner" for that Unit as hereinafter provided. Fractional votes shall not be allowed and in no event shall more than one vote be cast with respect to any one Unit.

When more than one (1) person owns a single Unit, there shall be one "Voting Owner" for such Unit. The "Voting Owner" shall be designated by the record Owner or Owners for each Unit by written notice to the Board. Said designation shall be revocable at any time by actual notice to the Board given by any of the Unit Owners of record or by the death or judicially declared mental incompetence of any record Unit Owner. The power herein conferred to designate a "Voting Owner" and to revoke said designation may be exercised by the Unit Owner's conservator, by the guardian of his estate, by the parent or parents entitled to custody of an Owner in the case of the Owner being a minor, or, during the administration of his estate, by the executor or administrator of a deceased record Unit Owner where the latter's interest in said property is subject to administration of his estate. Where no "Voting Owner" of a Unit has been designated, or where said designation has been revoked as provided, the vote for such Unit shall be exercised as the majority of co-Owners of the Unit mutually agree. No vote shall be cast for any Unit where there is no designated "Voting Owner" and the majority of co-Owners present and representing said Unit cannot agree to said vote or other action.

3.3.2 Class B: The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Unit owned, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) When the votes outstanding in the Class A membership equal the votes outstanding in the Class B membership; or

(2) Upon the date which is the second anniversary of the original issuance of the original Final Subdivision Public Report for the Project.

Upon the expiration of the Class B membership, with respect to each provision of this Declaration which requires the vote of both classes of Members, the same shall be read as requiring both (a) the vote of the prescribed percentage of all of the Class A Members and (b) as long as Declarant holds or directly controls twenty-five percent (25%) of the voting power of the Association, the vote of the prescribed percentage of the Class A Members other than Declarant.

3.4 VOTING PROCEDURES AND MEETINGS: Voting procedures and notice, quorum requirements and location of meetings of the Association shall be as provided for in the By-Laws.

3.5 BOARD OF DIRECTORS: The Board shall undertake all duties and responsibilities of the Association and the management and conduct of the affairs thereof, except as expressly is reserved herein to a vote of the Members. The initial Board of Directors of the Association consisting of three (3) directors shall be appointed by Declarant. Such Board shall hold office until the first regular meeting of the Members is held pursuant to the By-Laws. At said meeting a new Board of three (3) directors shall be elected by secret written ballot to serve until the next regular annual meeting of the Association Members and until their successors are elected. The number of Directors may be changed by amendment of the By-Laws. At each subsequent annual meeting, the membership shall elect a Board of Directors. As long as there are two (2) classes of voting membership outstanding or as long as the majority of voting power of the Association otherwise resides in Declarant, special procedures shall be adopted to assure that no less than twenty percent (20%) of the Directors have been elected solely by the vote of Members other than Declarant.

3.6 NOTICE OF INCUMBENCY: The Board of Directors shall record with the County Recorder of the County in which the Project is situated a notice stating the names and addresses of the persons elected to the Board of Directors. After the recording of the first such notice, a majority of those persons who are designated of record as being members of the most recent Board of Directors (regardless of

whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the current Board of Directors. The most recently recorded of such notices shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board of Directors and shall be conclusive evidence of the exercise of any authority thereby as to any bona fide purchaser or other third person who supplies labor or material to the managers, or to any other person who relies thereon in good faith.

3.7 GENERAL POWERS, DUTIES AND AUTHORITY OF ASSOCIATION:

The Association shall have all of the powers set forth in this Declaration and the By-Laws, together with the general power to do any and all things that a corporation organized under the laws of the State of California may lawfully do in operating for the benefit of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the By-Laws and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the Owners and guests of the Owners. Except as provided for in Section 3.18 below, the Association may delegate any of its power to such committees, officers or employees thereof as a majority of the Board may deem appropriate.

Without limiting the generality of the foregoing paragraph, the Association, for the benefit of all Condominiums and all Unit Owners, shall have the power, obligation and duty to enforce the provisions of this Declaration, and shall obtain and pay for out of the maintenance fund all of the following:

3.7.1 Water, sewage, garbage, electrical, gas, telephone and other necessary utility service for the Common Area and (to the extent not separately metered or charged) for the Units.

3.7.2 Gardening and landscaping services equipment and Storage Spaces assigned to the Association for storage of such equipment for Common Area, excluding Restricted Common Area.

3.7.3 Charges for maintaining, vacuuming and cleaning any portion of the Common Area, excluding Restricted Common Area.

3.7.4 A policy or policies of fire and casualty insurance, with extended coverage endorsement for the full insurable replacement value of the Units and Common Ara, including all Project service equipment and fixtures, and all fixtures or equipment within each Unit, as originally sold by Declarant, payable as provided in Article IX hereof. The Board may obtain such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear. Said policy or policies shall provide for a separate Loss Payable Endorsement in favor of the Mortgagee or Mortgagees of each Condominium, if any. Each policy shall provide that it shall not be cancelled without at least thirty (30) days prior written notice to the Association and to each of the Unit Owners. Each such policy may be for a period of not to exceed three (3) years provided that the policy permits short rate cancellation by the insured. The Board shall review the limits of such insurance for adequacy at least every year, and shall increase or adjust the same, if necessary, to provide such coverage and protection as is customarily carried by prudent property owners in the County in which the Project is situated. Said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or inortgagees of each Condominium, if any.

3.7.5 A policy or policies of comprehensive public liability insurance insuring the Association, the Declarant, the Board, the Owners and any Manager appointed as hereinafter provided against any liability to the public or to the Unit Owners incident to the ownership and/or use of the Project and to protect against any liability to the public or to any Unit Owner incident to the use of, or resulting from any accident or intentional act occurring in or about, any Unit or the Common Area. The minimum limits of such insurance shall be determined by the Board and established to provide such coverage and protection as is customarily carried by prudent owners of similar property in the County in which the Project is situated. Each such policy may be for a period of not to exceed three (3) years provided that the policy permits short rate cancellation b; the insured. The Board shall review the

limits and coverage of such insurance at least every year and shall increase or adjust the same, if necessary, to provide adequate coverage and protection to the Association, Board, Manager, if any, and Unit Owners. Said policy or policies shall provide cross liability endorsement wherein the rights of named insured thereunder shall not be prejudiced as respects any action by one insured thereunder against another named insured.

3.7.6 Any insurance acquired by the Board may be taken in the name of the Association, as trustee, for the use and benefit of the Board, the Manager, if any, and all Unit Owners. The Board may acquire any other types of insurance or insurance in amounts in excess of the limits provided above if the Board shall determine the same to be necessary in its sole discretion to fully protect the interest of the Unit Owners.

3.7.7 Worker's Compensation Insurance to the extent necessary to comply with all applicable laws of the State of California or the regulations of any governmental body or authority having jurisdiction over the Project.

3.7.8 Legal, accounting and management services necessary or proper for the maintenance and operation of the Common Area or the enforcement of this Declaration.

3.7.9 A fidelity bond naming the Board and such other persons as the majority of Owners may designate as principals, and the Unit Owners and the Association as obligees, in an amount equal to at least one-half (1/2) the total sum collected through the maintenance fund during the preceding year.

3.7.10 All taxes and assessments, if any, levied or assessed separately against the Common Area.

~~3.7.11~~ Painting, maintenance and repair of the Common Area, including Restricted Common Area, including, as necessary, replacement of components thereof on a reasonable and prudent schedule of replacement.

3.7.12 Any lien or encumbrance, including taxes, levied against any Unit which may constitute a lien against the Common Area; provided, however, that the Board shall levy a special assessment against such Unit for the amount thereof. Where one or more persons are responsible for the existence of such lien, they shall

be jointly and severally liable for the cost of discharging it. Any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Owners.

3.7.13 Maintenance and repair of any Unit or Restricted Common Area to which an Owner has been granted an exclusive easement if such maintenance or repair is necessary, in the discretion of the Board, pursuant to Section 5.2.3 hereof.

3.7.14 Any other goods, materials, supplies, labor, services, painting, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is authorized to secure and to pay for pursuant to the terms of this Declaration, or which is reasonably necessary, in the discretion of the Board, for the convenient operation of the Common Area.

3.7.15 All cost of enforcing the provisions of this Declaration, including attorneys' fees and court costs, provided that all costs incurred in the enforcement of the provisions of this Declaration against any Unit Owner shall be assessed specially against the Unit of such Unit Owner.

3.8 CAPITAL IMPROVEMENTS: The Association may purchase or construct capital improvements in the Common Area and assess the Owners for the costs thereof as a special assessment pursuant to Section 4.3 hereof; provided, however, that no such capital improvements shall be constructed without obtaining any and all approvals of governmental agencies as may be required by law.

No property owned by the Association having a fair market value in excess of five percent (5%) of the budgeted gross income of the Association shall be sold without the prior affirmative vote or written consent of a majority of the voting power of the Association residing in members other than Declarant.

3.9 POWER OF ATTORNEY: Whenever partition may be had pursuant to Civil Code Section 1354 or this Declaration, each Unit Owner, his successor and assigns, does hereby grant to the Association an irrevocable Power of Attorney to sell the entire Project covered hereby for the benefit of all of the Unit Owners thereof, said power of sale to be exercised pursuant to Civil Code Section 1355(b)(9).

3.10 MAINTENANCE OF COMMON AREA: The Association shall have full power and authority to act for and on behalf of all of the Unit Owners to keep and

maintain the Common Area (excluding Restricted Common Area except to the extent permitted pursuant to Section 5.2.3) in good condition and repair, including providing for lighting, landscaping, gardening and janitorial services as needed, and shall cause any and all other acts to be done which may be necessary to assure the maintenance of said Common Area in first class condition and repair, including painting of the exterior of the building and such other portions of said Common Area as the Board, in its discretion, determines to be necessary. The Association shall have the exclusive right to contract for all goods and services to maintain the Common Area, other than Restricted Common Area, payment for which is to be made from the maintenance fund. No contract executed by the Board for materials or services for the Common Area shall exceed one (1) year in duration unless the prior approval of a majority of each class of Members has been first obtained by the Board.

3.11 AUTHORITY FOR ENTRY FOR MAINTENANCE OR CONSTRUCTION:

The Association, or its agents, may enter any Unit whenever such entry is necessary in connection with the performance of any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to a Unit Owner as practicable, and only upon reasonable advance written notice of at least twenty-four (24) hours, except in emergency situations.

3.12 BUDGET AND ANNUAL REPORT: Regardless of the number of Members or the amount of assets of the Association, the Board shall prepare:

3.12.1 A pro forma operating statement (budget), a copy of such budget to be distributed to Unit Owners at least sixty (60) days prior to the beginning of each fiscal year.

3.12.2 An annual report to be distributed within one hundred twenty (120) days after the close of the fiscal year consisting of the following: (i) a balance sheet as of the end of the fiscal year; (ii) an operating (income) statement for the fiscal year; (iii) a statement of changes in financial position for the fiscal year; and (iv) any information required to be reported under Section 8322 of the Corporations Code. The annual report referred to above shall be prepared by an independent accountant for any fiscal year in which the gross income of the Association exceeds \$75,000. If the report is not prepared by an independent

accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

3.12.3 A balance sheet of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Unit in the Project and an operating statement for the period from the date of the first closing to the said accounting date and shall distribute same within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of Units and the name of the entity assessed.

3.13 ADDITIONAL INSURANCE BY UNIT OWNER: No provision contained herein shall be construed to prevent any Unit Owner from obtaining such additional insurance coverage as such Owner may consider necessary or desirable to protect himself or his Unit.

3.14 MANAGER: The Board may employ a manager or management company and delegate the daily management duties to said Manager or management company who shall be subject to the direction and control of the Board. However, for any such contract for a term in excess of one year, the contract and the compensation to be paid to such manager or management company must be approved by a majority of each class of the Members of the Association and, further provided that, the terms of said contract shall have been approved by the Federal Housing Administration or Veterans Administration.

3.15 CONSOLIDATIONS AND MERGERS: To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes of this Association, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the voting power of each class of Members voting in person or by proxy at a meeting duly called for this purpose. Written notice of said meeting (which notice shall set forth the purpose of the meeting) shall be given to all Members at least thirty (30) days in advance of the meeting.

3.16 DEDICATION: The Association, as the agent of all Owners, shall have the power to dedicate any of the Common Area to an appropriate public authority for

public use, provided that any such dedication shall have the assent of seventy-five percent (75%) of the voting power of each class of Members.

3.17 PROJECT RULES:

3.17.1 The Board may, from time to time, and subject to the provisions of this Declaration, propose such Rules as the Board may deem necessary for the management of the Project. Said Rules shall become effective and binding on all Unit Owners after adoption by fifty-one percent (51%) of the voting power of each class of Members at a meeting duly called for that purpose, or by the written consent of the above number of Unit Owners appended to a copy of the proposed Rules. Such Rules may concern, but need not be limited to, the following subjects:

- (1) Use of the Common Area;
- (2) Signs, except as limited by Subsection 5.1.10 herein;
- (3) Collection and disposal of refuse;
- (4) Minimum standards of maintenance of the property;
- (5) Use of any equipment located in the Common Area;
- (6) Use of any uncovered Parking Spaces located in the Common Area; and
- (7) Any other subject or matter within the jurisdiction of the Association as provided in this Declaration.

3.17.2 With respect to Subsection 3.17.1 above, the Rules may, without limitation and to the extent deemed necessary by the Association in order to preserve the benefits of the Project for all Owners and their families, invitees, licensees, guests and tenants, restrict or govern the use of the Common Area by any guest, owner or family of such Owner; provided, however, that with respect to use of the Common Area, the Rules may not discriminate between Owners and the families and lessees of Owners.

3.17.3 With respect to Subsection 3.17.1 above, the Rules may include with respect to the Common Area, but not any public streets adjacent thereto:

- (1) Parking restrictions and limitations on the Common Area;

- (2) Limitations upon vehicular travel; and
(3) The types of vehicles which may be permitted to use
the Common Area.

3.17.4 A copy of the Rules so adopted shall be furnished to each Unit Owner, and each Unit Owner, his family, guests, employees, invitees, licensees and tenants shall comply with such Rules.

3.18 ENFORCEMENT: The Board shall have the power, obligation and duty to enforce the provisions of this Declaration, the By-Laws and the Rules. In the event of a breach of any of the restrictions contained in this Declaration or of any Rules by a Unit Owner, his family, guests, employees, invitees, licensees or tenants, the Board, for and on behalf of all other Unit Owners, may enforce the obligations of each Owner to obey such Rules or restrictions in any manner provided by law or in equity, including but not limited to appropriate legal action, suspension of the Owner's right to use the Common facilities of the project or suspension of the Owner's voting rights; provided, however, such suspension may not be for a period in excess of thirty (30) days, after notice and hearing as herein provided, for an infraction of such Rules. In addition to the other remedies herein set forth, the Board, by majority vote, may levy a fine against such Owner, after appropriate notice and hearing as herein provided, in an amount not to exceed Fifty Dollars (\$50.00) for each such violation. The payment of such fine may be enforced in the same manner as set forth in Article IV hereof.

The right to levy fines, hold disciplinary hearings or otherwise impose discipline on Members under this section may not be delegated to any manager or other employee of the Board or Declarant.

Prior to making any decision to impose any penalty provided herein for breach of any Rules enacted hereunder or restrictions contained in this Declaration, the Board shall give written notice to the Unit Owner specifying the nature of the infraction and an opportunity for a hearing before the Board regarding such infraction and the penalty to be imposed. Said notice shall be given at least fifteen (15) days prior to said hearing. In the event that the Board determines that said infraction has

occurred it may impose a penalty to become effective not less than five (5) days after said hearing. Any such determination by the Board shall be final.

Notwithstanding anything to the contrary herein contained, neither the Board nor the Association of Members shall have the power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned Unit, including access thereto over and across the Common Area, on account of such Owner's failure to comply with the provisions of this Declaration or of the By-Laws or any Rules adopted by the Board or the Association relating to the operation of the Common Area or Common Area facilities except when such loss or forfeiture is the result of a judgment of a court or a decision arising out of arbitration or on account of a foreclosure or under the power of sale herein granted for failure of the Owner to pay the assessments levied pursuant to the provisions hereof. In the event legal action is instituted by the Board pursuant to this paragraph, any judgment rendered in any such action shall include costs of collection, court costs and reasonable attorneys' fees.

3.19 ENFORCEMENT OF BONDED OBLIGATIONS: When Common Area improvements have not been completed prior to the issuance of the first final public report for the Project and the Association is obliged under a bond or other arrangement (hereinafter "Bond") to secure performance of the commitment of Declarant to complete the improvements, the following provisions relative to the initiation of action to enforce the obligations of Declarant and the surety under the Bond shall pertain:

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

3.19.2 If the Board decides not to or fails to initiate enforcement action, notice shall be given to all Members of the Association of such decision, and upon receipt of the petition referred to below, there shall be a special meeting of the Members for the purpose of either voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or to vote whether to do so upon the failure of the Board to consider and vote on the question. The meeting shall be required to be held not less than thirty-five (35) nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by the Members representing five percent (5.0%) or more of the total voting power of the Association.

3.19.3 There shall be a vote by Members of the Association other than Declarant at the special meeting called for the purpose set forth in Subsection 3.19.2 above.

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

ARTICLE IV

MAINTENANCE ASSESSMENTS AND ASSOCIATION FUNDS

4.1 COVENANTS FOR MAINTENANCE ASSESSMENTS: Declarant hereby covenants and agrees for each Condominium owned by it within the Project, and each Owner of any Condominium, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the assessments levied pursuant to this Article IV and thereby vest in the Association the right, power and authority to bring all actions for the collection of such charges and for the enforcement of the lien created thereby. Such right and power shall continue in the Association, and such obligations shall run with the land so that each successive Owner or Owners of record of a Condominium in the Project shall in turn become liable to pay all such assessments which shall become a lien thereon during the time they are the record Owner of any

Condominium in the Project. Each assessment levied by the Association under this Article shall constitute a separate assessment.

Each assessment, together with interest thereon, costs of collection and reasonable attorneys' fees, shall be a charge on the Condominium and shall be a continuing lien upon the Condominium against which each such assessment is made. The Association, as the agent of all Unit Owners, shall have a separate lien, and a separate lien with power of sale is hereby created, upon each Condominium against which an assessment is made to secure the payment of any assessments under this Article IV. Each such lien for a particular month's charge shall likewise secure interest thereon, if the same is not paid when due, and costs of suit and reasonable attorneys' fees to be fixed by the court if action or suit is brought to collect such charge. The priority of all such liens shall be in adverse order so that, upon the foreclosure of the lien for a particular month's charge, any foreclosure sale pursuant thereto will be made subject to all liens securing the respective monthly charges on such Condominium for succeeding months.

Each such assessment, together with such interest, attorneys' fees and costs of collection, shall also be a separate, distinct and personal obligation of the Owner of the Condominium at the time when the assessment fell due and shall bind his heirs, devisees, personal representatives and assigns. The personal obligation for delinquent assessments shall not pass to a Unit Owner's successor in title unless expressly assumed by such successor, but the lien for such delinquent assessment shall remain and, if unpaid by such successive Unit Owner, may be foreclosed as herein provided. No such assumption of personal liability by a successor Unit Owner shall relieve any Unit Owner personally obligated hereby for delinquent assessment for such Owner's personal liability therefor. After a record Unit Owner shall transfer record title to his Condominium, he shall not be liable for any charge thereafter assessed against such Condominium. A contract seller of any Condominium shall continue to be liable for all such charges until a conveyance by him of the Condominium subject to the assessment is recorded in the Office of the County Recorder of the County in which the Project is situated.

4.2 MONTHLY ASSESSMENTS:

4.2.1 Regular Assessments: The Board shall establish regular monthly assessments for operation and maintenance of the Project by the procedures established in this Section. One-seventh (1/7) of the total regular monthly assessment shall be allocated to the owner of each Unit. Such assessments shall be due and payable by each Unit owner in monthly installments on the first day of each month during the continuance of this Declaration, commencing on the first day of the first month following close of escrow of the sale of the first Condominium.

4.2.2 Budgeting: On or before the first business day of the first month following close of escrow of the sale of the first Condominium in the Project, the Board shall prepare and distribute to each member a pro forma operating statement (budget), based upon the budget accepted by the State of California Department of Real Estate, estimating the total expenditures to be paid out of the maintenance fund, including a reasonable reserve for contingencies and replacement for the remainder of the fiscal year. The Board shall assess one-seventh (1/7) of the total of said charges, including those items in the Project budget designated as insurance premiums and painting and roof reserves, to each of the Unit Owners.

Not less than sixty (60) days prior to the beginning of each subsequent fiscal year, the Board shall estimate the total charges to be paid out of the maintenance fund during such year (including a reasonable reserve for contingencies and less any expected surplus from the prior year) and distribute a copy of a pro forma operating statement (budget) to each member; provided, however, that the Board may not, without the prior vote or written consent of a majority of each class of members of the Association, impose a regular annual assessment per Condominium which is more than twenty percent (20%) greater than the regular assessment per Condominium for the immediately preceding fiscal year. All funds budgeted, allocated, assessed and collected for contingencies, deferred maintenance and replacement of capital improvements shall be designated for those specific purposes. Said funds shall then be used solely for the specific purpose for which said funds have been designated. Within one hundred twenty (120) days after the end of each

calendar year, the Unit Owners shall receive an accounting of assessment receipts and disbursements for that calendar year. If such accounting shows that a surplus of cash results, the Unit Owners shall vote as to whether to refund all or part of such surplus or as to whether such surplus shall be carried over to future assessment periods and applied to reduce future assessments. This total budget surplus shall be traced back to the specific budget items which created the surplus and the Association shall distribute or allocate such surplus to each Unit Owner in the same proportion as their respective assessment for those budget items bears to the total assessment for those items.

4.3 SPECIAL ASSESSMENTS: Except as limited below, in addition to the regular assessments authorized by Section 4.2 hereof, the Board may levy, in any fiscal year, a special assessment applicable to that year for capital improvements, corrections of inadequacy of the maintenance fund, defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of improvements in the Common Area. Provided, however, that in any fiscal year, without the vote or written assent of a majority of the voting power of Association residing in Members other than the Declarant, the Board may not levy special assessments to defray costs of an action or undertaking on behalf of the Association which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. Such vote or written assent shall be had at a meeting duly called for the purpose of considering such special assessment. Any such special assessment shall be based upon the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of the floor area of all Units to be assessed. Written notice of such meeting shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. No such special assessment shall be levied prior to the commencement of the monthly assessments as provided herein. The provisions of this section shall not apply in case the Board levying an assessment against an Owner under Section 4.4 for costs incurred in bringing the Owner and his Unit into compliance with provisions of this Declaration or the Rules.

4.4 REIMBURSEMENT ASSESSMENTS: The Board shall levy a reimbursement assessment against any Unit Owner and the Condominium owned by each Owner whose failure to comply with this Declaration or the Rules has necessitated an expenditure of monies by the Association from the maintenance fund to bring such Owner and Condominium into compliance with said instruments. Such assessment shall be for the purpose of reimbursing the Association, shall be limited to the amount so expended and shall be due and payable to the Association when levied.

4.5 NON-WAIVER OF ASSESSMENTS: The omission by the Board, before the expiration of any year, to fix the assessments hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration or a release of any Unit Owner from the obligation to pay the assessments, or any installment thereof, for that or any subsequent year. In the instance of such omission, the assessment fixed for the preceding year shall continue until a new assessment is fixed. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of the Condominium or any attempt to renounce rights in the Common Area.

4.6 ENFORCEMENT: Each Unit Owner of a Condominium, upon becoming such Owner, is and shall be deemed to covenant and agree to pay to the Association each and every of the assessments provided for in this Declaration and shall be deemed to covenant and agree to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Unit Owner agrees to pay reasonable attorneys' fees and costs thereby incurred, in addition to any other amounts due or any other relief or remedy obtained against said Unit Owner, and the same shall be included in any judgment in any suit or action brought to enforce collection of delinquent assessments. Any assessment not paid when due shall be deemed delinquent. Any assessment not paid within thirty (30) days after the date on which it becomes due shall thereafter earn interest from the date of delinquency at the rate of ten percent (10%) per annum. In addition to any other

remedies herein or by law provided, the Association, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law or in equity, and without any limitation of the foregoing, by either or both of the following procedures.

4.6.1 Enforcement by Suit: The Association may commence and maintain a suit at law against any Unit Owner or Owners personally obligated to pay assessments for such delinquent assessments as to which they are personally obligated, such suit to be maintained in the name of the Association. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon, costs of collection, court costs and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Unit Owner. Suit to recover judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

4.6.2 Enforcement by Lien: There is a present lien, with power of sale, on each Condominium to secure payment to the Association of any and all assessments levied against such Condominium pursuant to this Declaration, together with interest thereon, as herein provided, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. No action shall be brought to foreclose the lien securing an unpaid assessment until Notice of Assessment Due signed by the Board (or by any Unit Owner if the Board fails or refuses to act) has been delivered to the Unit Owner of the Condominium subject to such assessment, and a copy of such notice recorded in the Office of the Recorder of the County in which the Project is situated. Said notice shall state the amount of the assessment together with the interest, costs and reasonable attorneys' fees, a description of the Condominium against which the same has been assessed and the name or names of the record Unit Owner or Owners thereof. After the expiration of thirty (30) days from the date such Notice of Assessment Due has been recorded, an action may be commenced in the name of the Association to foreclose the lien, or such action may be commenced by any Unit Owner if the Association fails to act. Upon the declaration of an assessment and the recording of notice thereof, the Association may, at its option, declare the entire

balance of all sums then due or to become due from the Unit Owner due and payable, which total sum may then be included in any suit, action or proceeding brought to collect said sum, including all costs, charges and attorneys' fees. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created hereunder, whether judicially, by power of sale or otherwise, until the expiration of ten (10) days after a copy of said Notice of Assessment Due, showing the date of recordation thereof, has been mailed to the Unit Owner of the Condominium which is described in such Notice.

Each Unit Owner does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of California now in effect, or in effect from time to time hereafter.

4.7 POWER OF FORECLOSURE AND SALE: Each of the Unit Owners does hereby appoint the Association, as trustee, to enforce any lien created pursuant to this Declaration and to foreclose such lien by private power of sale as provided in Division III, Part 4, Title XIV, Chapter 2, Article I of the Civil Code of the State of California and Civil Code Section 1356, as such statutes may be revised, amended or altered from time to time, or by judicial foreclosure, and does further grant the Association, as such trustee, the power and authority to sell the Condominium of any such defaulting Unit Owner, or any part thereof, for lawful money of the United States, to the highest bidder to satisfy such lien.

The lien provided for herein shall be in favor of the Association, shall be for the benefit of all Unit Owners and shall secure payment of all sums set forth in the Notice of Assessment together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said Notice of Assessment. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Condominium. In the event such foreclosure is by action of court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law.

4.8 STATUS OF ASSESSMENT LIEN: Upon request by any Unit Owner, the Association will furnish, for the benefit of any prospective purchaser or present or prospective encumbrancer of such Condominium, a statement showing all amounts then due which are secured by such lien. A reasonable fee, not to exceed Fifteen Dollars (\$15.00), may be charged for the preparation of such statement.

4.9 CERTIFICATE OF DISCHARGE OF LIEN: Upon payment of the delinquent assessment or the satisfaction thereof, the Association shall cause to be recorded, in the same manner as the Notice of Assessment, a further certificate stating the satisfaction and release of the lien thereof. A failure to record said certificate of discharge without good cause within thirty (30) days after written demand by the Unit Owner of the affected Condominium shall entitle him to recover a penalty of Three Hundred Dollars (\$300.00) from the Board plus his actual damages.

4.10 SUBORDINATION OF LIEN TO ENCUMBRANCE: Notwithstanding any provision to the contrary herein contained:

4.10.1 The lien for assessments created by this Declaration shall be subject and subordinate to and shall not affect the rights of the holder of any recorded first mortgage or first deed of trust upon such Condominium made in good faith and for value. If a Unit Owner's interest is transferred as a result of the exercise of a power of sale or a judicial foreclosure involving a default under the first encumbrance, the lien of assessments which were due and payable prior to the transfer of said interest shall be extinguished. However, no transfer of the subdivision interest as a result of a foreclosure or exercise of a power of sale shall relieve the new owner, whether it be the former beneficiary of the first encumbrance or another person, from liability for any assessments thereafter becoming due or from the lien thereof, which lien shall have the same effect and be enforced in the same manner as provided herein.

For purposes of this Subsection, a mortgage or deed of trust may be given in good faith or for value even though the mortgagee or the beneficiary of such mortgage or deed of trust has constructive or actual knowledge of the assessment lien provisions of this Declaration.

4.10.2 No amendment of this Subsection shall affect the rights of

the holder of any such mortgage or deed of trust recorded prior to recordation of such amendment unless the mortgagee or beneficiary thereof joins in the execution of such amendment.

4.11 ASSOCIATION FUNDS: The assessments collected by the Association shall be properly deposited into two separate bank accounts selected by the Board, which accounts shall be clearly designated as the MAUD AVENUE MANOR HOME OWNERS ASSOCIATION CURRENT MAINTENANCE AND OPERATION ACCOUNT and the MAUD AVENUE MANOR HOMEOWNERS ASSOCIATION DEFERRED CAPITAL MAINTENANCE AND REPLACEMENT ACCOUNT. The assessments collected by the Association shall be held in trust by the Association for and on behalf of each Unit Owner and shall be used solely for the operation, care and maintenance of the Project as provided in this Declaration. The Board shall allocate a portion of said funds as collected for the annual maintenance and operation of the Project as specified in the annual budget and the Board shall allocate a portion of said funds as collected as reserves for contingencies, replacement and deferred maintenance of the capital improvements of the Project as specified in the annual budget. Said funds shall be deposited, as allocated, into the appropriate bank accounts and said accounts shall be separately maintained by the Association. Upon sale or transfer of any Unit by an Owner, the Owner's interest in the trust funds shall be deemed automatically transferred to the successor or transferee of such Owner.

In the event that the Board retains a professional management service, the Board may delegate the authority to deposit or withdraw funds to responsible representatives of the professional management agent so retained. Said professional management agent may additionally be authorized to establish a common trustee account for deposit of assessments as collected. Any funds deposited in such common trustee account shall be allocated as previously specified herein.

4.12 BOOKS OF ACCOUNT: The Board shall maintain full, complete and correct books of account of the operation of the Project and vouchers supporting expenditures and the same shall be open during all reasonable hours for inspection by any Unit Owner. Any Unit Owner or the duly authorized representative thereof, may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Association. Said books and records shall accurately detail

in chronological order the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred.

ARTICLE V

USES, RESTRICTIONS AND COVENANTS

5.1 PROPER USE OF PREMISES:

5.1.1 Residential: Each Unit shall be used for residential purposes and no other uses shall be allowed.

5.1.2 Permanent Residents: Owners may have a reasonable number of persons as guests as long as the period such guests occupy the Unit does not exceed ninety (90) consecutive days in duration nor more than one hundred twenty (120) days in any calendar year.

5.1.3 Use of Parking Areas: There shall be no use or occupancy of the Parking Spaces except by the Owners of a Unit or tenants or guests of such Owners. Parking Spaces shall be used only for the parking of passenger motor vehicles by the Unit Owner or tenants or guests of Unit Owners. No person other than the Unit Owner or tenants or guests of that Unit Owner may park in a Parking Space assigned or conveyed to a specific Unit Owner. No Unit Owner shall obstruct, block or interfere with the access of any other Unit Owner to his Parking Space. There shall be no parking on the private streets or driveways of the Project by Unit Owners, their guests or tenants except in spaces particularly designated for such parking, if any, and only in compliance with the Rules.

5.1.4 Rental of Residential Units: A Unit Owner shall be entitled to rent his Unit, provided that:

- (i) Not less than the entire Unit is rented or leased;
- (ii) Such rental or lease is for a period of not less than sixty (60) days; and
- (iii) The Unit Owner has given notice of the proposed tenancy to the Board and has otherwise complied with the terms of this Declaration.

Any rental or lease of a Unit shall be subject to this Declaration and the Rules and regulations established by the Board pursuant to Section 3.17 of this

Declaration. Each rental or lease shall be by written agreement specifying that the tenant shall be subject to all provisions of this Declaration and the By-Laws and that a failure to comply therewith shall be a default under such lease or agreement. Each tenant or lessee shall be provided with a copy of the Rules and of this Declaration by the Unit Owner so renting or leasing. The Unit Owner shall be responsible for tenant's or lessee's compliance with all provisions of this Declaration and the Rules pertinent to the occupancy and use of the Unit and the use of the Common Area.

5.1.5 Use of Common Area: There shall be no use of the Common Area except by the Owners thereof, their invitees, guests or tenants. There shall be no obstruction of any part of the Common Area. Nothing shall be stored, kept or parked in the Common Area. Nothing shall be stored, kept or parked in the Common Area without the prior consent of the Association. No storage closet, locker or facility of any kind shall be built, placed or kept in any part of the Common Area without the prior approval of the Association. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any of the community facilities without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area, which would interfere with rights of other Unit Owners, which would be noxious, harmful or unreasonably offensive to other Unit Owners or which would be in violation of any governmental statute, ordinance, rule or regulation. No waste shall be committed in the Common Area.

5.1.6 Use of Units: No Unit Owner may permit or cause anything to be done or kept upon, in or about his Unit which will obstruct or interfere with the rights of other Unit Owners, annoy other Unit Owners by unreasonable noise, smell or otherwise or be noxious, harmful or unreasonably offensive to other Unit Owners. Each Unit Owner shall comply with all of the requirements of all governmental authorities, federal, state and local, and all laws, ordinances, rules and regulations applicable to his Unit.

5.1.7 Care of Unit and Appurtenances: Each Unit Owner shall keep the interior of the individual residence, and all fixtures, appliances and appurtenances

10/17/79

therein or thereto, in good condition and repair. Each Unit Owner shall keep the interior of his storage area free of debris and in a neat and orderly condition.

5.1.8 Common Area Improvements: Except as may be authorized by the Board of Directors and approved by the appropriate agency of the City in which the Project is located, no person other than the Board and its duly authorized agent shall construct, reconstruct, refinish or alter any improvement situated upon the Common Area.

5.1.9 Unauthorized Vehicles: No Owner shall park, store or keep any vehicle except wholly within the Garage, Carport or Parking Space designated therefor. No boat, mobile home, recreational vehicle, motor home, trailer of any kind, truck camper other than a bed-mounted camper mounted on a one-half (1/2) or three-quarter (3/4) ton pickup truck, truck larger than a three-quarter (3/4) ton pickup truck, commerical vehicle of any kind or dilapidated vehicle shall be parked or left in any part of the Project. There shall be no repair or reconstruction of automobiles within the Project except for emergency vehicle repairs. The Association may remove or cause to be removed any unauthorized vehicle at the expense of the Owner thereof in any manner not inconsistent with the law.

5.1.10 Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Areas; provided however, that: (a) one sign of reasonable and customary size may be displayed by an Owner from inside his Unit advertising his Condominium for sale or rent; (b) during the period in which the Declarant is the Owner of two or more Condominiums, Declarant may maintain and display in the Project such signs as it may deem appropriate advertising said Condominiums for sale; and (c) the Association may maintain and display such signs as the Board may deem appropriate identifying the Project. Any such signs shall be attractive and compatible with the design of the Project and shall comply with any applicable City ordinances. Notwithstanding the foregoing, any Unit Owner, the Association, or Declarant may maintain any sign required by legal proceedings.

5.1.11 Structural Integrity: Nothing shall be done in any Unit or in, on or to the Common Area which will impair the structural integrity of the Project or which would structurally alter the Project except as is otherwise provided herein. No

development shall be made of the airspace or crawlspace above any Unit or the Common Area without the approval of the Association. Radio or television aerials may not be erected by the Owner or Owners of any Unit without the prior written consent of the Association.

5.1.12 Restriction on Businesses: No business of any kind whatsoever shall be established, maintained, operated, permitted or conducted on the Project, or any portion thereof, excepting the business of Declarant in completing the development and sale of the Condominiums in the Project and such professional and administrative professions as may be permitted by city ordinance, provided there is no external evidence thereof.

5.1.13 Animals: No animals of any kind shall be maintained, bred or kept in any Unit or in the Common Area except that dogs, cats or other customary household pets in reasonable number and size may be kept; provided, however, that they are not kept, bred or maintained for any commercial purposes, and provided further, that the Project Rules may limit or restrict the keeping of any such pets. For purposes of this paragraph, a reasonable number of pets shall be deemed to be limited to one (1) and reasonable size shall be limited to twenty-five (25) pounds unless otherwise determined by the Board. The Board shall specifically have the right to prohibit the maintenance of any pet which, in the opinion of the Board, after notice and hearing, constitutes a nuisance to the Owner or Owners.

5.1.14 Storage of Waste Materials: All garbage, trash and accumulated waste plant material shall be placed and kept in covered containers maintained in an enclosure. In no event shall such containers be maintained so as to be visible from neighboring property, nor within view from any street or other area used by the public or in common with other Unit Owners. No portion of any Unit shall be used for the storage of building materials or other materials other than in connection with approved construction.

5.2 MAINTENANCE BY UNIT OWNER:

5.2.1 Maintenance of Unit: Each Unit Owner shall have the exclusive right, at his sole cost and expense, to maintain, repair, paint, panel, plaster, tile and finish the interior surfaces of the ceilings, floors and the perimeter walls of his Unit,

the surfaces of the bearing walls located within the said Unit and the surfaces of any other finishes owned by the Unit Owner as herein defined. Said Owner shall have the exclusive right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls, including, without limiting the generality of the foregoing, the following: substitution of paint for paper or paper for paint, substitution of any type of paneling for plaster or plaster for paneling, substitution of tile for paneling or paneling for tile or substitution of wood for linoleum or tile or of linoleum for tile or wood. Said Owners and their agents shall have the exclusive right to maintain, repair, paint, finish, alter, substitute, add or remove any fixtures attached to said ceilings, floors or walls. The Unit Owner shall be responsible and liable for the maintenance and replacement of the finishes of the interior walls, floors and ceilings. The maintenance and repair of interal installations to the Unit, such as toilets, showers, bathtubs, sinks, kitchen appliances, telephone facilities, the connections thereto, doors, windows and all other accessories within the boundaries of the Unit shall also be the responsibility and liability of the Unit Owner.

5.2.2 Maintenance of Restricted Common Area: Cleaning, repair and upkeep of Restricted Common Area shall be the responsibility of the Unit Owner who is granted an exclusive easement for the use thereof; provided, however, that all painting of the exterior surfaces of balconies and patios shall be the responsibility of the Association. Each Unit Owner of a patio may landscape said patio in conformity to a plan approved by the Board and shall maintain and otherwise care for all landscaping and other improvements located within such patio at said Owner's sole expense. No Owner shall build, place or cause to be built or placed within his patio any structure without the prior written consent of the Board and, where applicable, the City in which the Project is located.

5.2.3 Maintenance by Association: If the Owner of a Unit or easement to the Restricted Common Area fails or refuses to perform maintenance and repairs of said Unit or Restricted Common Area as required by this Declaration or the Rules, the Board shall give to such Owner notice of the need for such maintenance or repair and an opportunity to be heard by the Board, orally or in writing, regarding said maintenance or repair. Notice shall be given at least fifteen (15) days in advance of

the hearing and shall state that unless the inadequate maintenance is remedied prior to said hearing, the Board may decide to perform such maintenance or repair and may levy all costs incurred by the Association resulting therefrom as a reimbursement assessment against the Owner. In no event, however, shall the Board commence the required maintenance or repair until at least five (5) days after said hearing, during which time the Owner shall be allowed to perform or cause to be performed the necessary maintenance or repairs.

5.2.4 Structural Integrity: This section shall not be construed to permit any interference with or damage to the structural integrity of the buildings.

5.3 CAPITAL IMPROVEMENTS - ALTERATIONS OR ADDITIONS:

5.3.1 Alterations to Common Area Other Than Restricted Common Area: A proposal for any structural alteration or addition to the community facilities or the Common Area may be made at any regular or special meeting of the Board. Such proposal may be adopted by a majority vote of the Board; provided, however, that if the aggregate expenditure for capital improvements to the Common Area exceeds five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, such proposal shall be accepted only upon the affirmative vote or written assent of a majority of the voting power of the Association residing in the Members other than the Declarant, at a regular or special meeting. Unless otherwise agreed at the meeting of such Members, the cost of the alteration or addition so approved shall be paid from the maintenance fund, and the Association shall levy a special assessment to cover said cost, which shall be shared among the Unit Owners in proportion to their respective interest in the Common Area.

5.3.2 Alterations to Restricted Common Area: Any proposal to alter, add to or otherwise improve Restricted Common Area shall be submitted to the Board in writing by the Owner proposing such alteration, addition or improvement. The Board shall review such proposals within thirty (30) days after submission to determine whether such proposal would be compatible with the design, construction and standards of quality of the Project, that such proposed improvements would not interfere with or disturb any other Owners use or enjoyment of his Unit and that such proposed improvements would be acceptable to the City in which the Project is

located. Upon failure by the Board to act upon such proposal within said thirty (30) day period, such proposal shall automatically be deemed approved. The responsibility for and cost of any application to the City or any other costs incurred shall be borne solely by the Unit Owner making such proposal.

5.4 USE OF COMMON FACILITIES: The Unit Owners and their invitees, tenants and guests may enjoy in common with all other Unit Owners in the Project use of all facilities in the Common Area so long as they abide by the terms of this Declaration of Covenants, Conditions, and Restrictions and any Rules and regulations which may be adopted by the Association, subject however, to any grant of the exclusive easements and/or licenses to particular Unit Owners of Balconies and Patios contained within the Common Area.

ARTICLE VI

EASEMENTS

6.1 GENERALLY: There are hereby specifically reserved for the benefit of the Units and Unit Owners, in common and for each Unit and Unit Owner severally, and for the Association, as their respective interests shall obtain, the easements, reciprocal negative easements, secondary easements and rights of way as particularly identified in this Article.

6.2 UTILITIES: There is reserved for the benefit of each Unit, as dominant tenement, an easement for utility services over, under and through the Project, including the Common Area and each other Unit, jointly, as the servient tenement.

6.3 ENCROACHMENT: There is reserved for the benefit of each Unit, as dominant tenement, an easement for encroachment, support, occupancy and use of such portion of the Project and each other Unit and the Common Area, jointly, as the servient tenement, as shall be encroached upon, used and occupied by the dominant tenement as a result of any accretion, erosion, addition, deterioration, decay, construction errors, movement or subsidence of any residence building or structure or any portion thereof, or any other cause. The easement of encroachment may be cured by repair and restoration of the structure.

6.4 CONSTRUCTION, MAINTENANCE AND REPAIR: There is hereby reserved to the Association an easement appurtenant to the Common Area and all

other Units, as dominant tenements, through each Unit, as servient tenement, for the construction, maintenance and repair of the Common Area.

6.5 INGRESS AND EGRESS: There is hereby reserved to each Unit, as dominant tenement, a non-exclusive easement appurtenant to each Unit over and across the Common Area, as servient tenement, for ingress, egress, use and enjoyment of said Common Area subject to the limitations provided in this Declaration.

6.6 BALCONIES AND PATIOS: Each Unit and Unit Owner shall have an exclusive easement, and such exclusive easement is hereby granted, for the use, possession and enjoyment of any Balcony and/or Patio bearing the same number as the Unit, as designated and delineated on the Plan. Said exclusive easement shall be subject, however, to the right of the Association to enter in and upon said Balcony and/or Patio for the purposes of maintaining and repairing the same; pursuant to this Declaration, and enforcing the terms hereof. The grant of any such Patio easement shall include such area beneath the surface of the earth as is reasonable and necessary for the cultivation, landscaping and drainage of the subject Patio.

6.7 EMERGENCY EXITS: There is reserved for the benefit of each Unit, as dominant tenement, an easement for ingress and egress from and to the fire escapes and other emergency exits over, across and through the other Units and the Common Area, jointly, as the servient tenement, to be used only on an emergency basis.

ARTICLE VII

DEVELOPMENT RIGHTS

7.1 LIMITATIONS OF RESTRICTIONS: Declarant is undertaking the work of developing for sale residential Units and incidental improvements within the Project. The completion of that work and the sale, rental and other disposal of said residential Units is essential to the establishment and welfare of said property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

7.1.1 Prevent Declarant, its contractors or subcontractors from obtaining reasonable access over and across the Common Areas of the Project or from

doing within any Unit owned by it or any portion of the Project whatever is reasonably necessary or advisable in connection with the completion of said work;

7.1.2 Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project such structures as may be reasonably necessary for the conduct of its business of completing said work, establishing said property as a residential community and disposing of the same in parcels by sale, lease, or otherwise;

7.1.3 Prevent Declarant from conducting on any part of the Project its business of completing said work, of establishing said property as a residential community and of disposing of said property in parcels or units by sale, lease or otherwise;

7.1.4 Prevent Declarant from maintaining such signs within the Project as may be necessary for the sale, lease or disposition of the Units therein; or

7.1.5 Prevent Declarant from maintaining model homes, sales offices, storage facilities or such related facilities in any unsold Units within the Project necessary or reasonable, in the opinion of Declarant, for sale or disposition of the Units. Declarant shall be entitled to reasonable use of the Common Areas and Common Area facilities for undertaking its sale of the Units.

ARTICLE VIII

DAMAGE OR DESTRUCTION OF BUILDINGS: CONDEMNATION

8.1 DAMAGE TO SINGLE UNIT: If the Project is damaged by fire or other casualty which it is insured against, and said damage is limited to a single Unit, the insurance proceeds shall be paid to the Owner or Owners of such Unit, or the mortgagees thereof as their respective interests appear, and such Owner or mortgagees shall use the same to rebuild or repair such Unit to the then current code requirements of the City in which the Project is located if so required by that City. In the event the insurance proceeds are insufficient to complete such work, the Unit Owner shall pay and advance such additional sums as may be necessary to complete such rebuilding and repair.

8.2 DAMAGE TO TWO OR MORE UNITS OR COMMON AREA: If such

damage extends to two (2) or more Units or extends to any part of the Common Area, then and in that event:

8.2.1 If the amount of available insurance proceeds is at least eighty-five percent (85%) of the cost of repairing or rebuilding the damaged property to satisfy the then current City code specifications, the insurance proceeds shall be paid to the Association, and the Board shall thereupon contract to repair or rebuild the damaged portions of the Project, including all Units, and the Common Area so damaged. In the event the insurance proceeds are insufficient to pay all of the costs of repairing and/or rebuilding then the Board shall levy a special assessment against all Unit Owners pursuant to Section 4.3 to make up any deficiency.

8.2.2 In the event that the amount available from such insurance proceeds is less than eighty-five (85%) percent of the cost of repairing or rebuilding, then such insurance proceeds shall be paid to a bank, savings and loan association or trust company designated by the Board. Said funds shall be held for the benefit of all Unit Owners and their mortgagees, as their respective interests shall appear, pursuant to an insurance trust agreement consistent with the provisions of this Declaration, approved and executed by the Board. The Board shall obtain firm bids from responsible contractors to restore the Project, including all damaged Units and all damaged Common Area, in accordance with plans and specifications which satisfy the then current code requirements of the City in which the Project is situated if required by such City, and if not so required, then to the condition immediately prior to such damage or destruction and shall, as soon as possible, call a special meeting of the Association Members and all first mortgagees of record to consider such bids. At such special meeting, the Members shall accept or reject such bids by a vote of not less than sixty percent (60%) of each class of voting Members and seventy-five percent (75%) of the first mortgagees attending such meeting.

In the event a bid is accepted, to make up the deficiency, if any, between the total insurance proceeds and the contract price for such repair or rebuilding, the Board shall levy a special assessment against all Unit Owners upon the basis of the ratio of the square footage of the floor area of the unit to be assessed to the total square footage of all units to be assessed. All insurance proceeds, including any subject to liens of mortgagees or beneficiaries of deeds of trust, shall be used for

shall be accepted to repair or rebuild, the contractor shall provide a completion bond naming the Association and each Unit Owner as Beneficiaries.

In the event all bids are rejected, the Board shall recommend such alternative reconstruction of the damaged or destroyed improvements at a lesser cost as it deems reasonable or adequate, which alternatives shall be placed to bid and voted upon as previously provided. In the event that no such alternatives are accepted by the Unit Owners and first mortgagees, the Board is hereby empowered, as agent for all Unit Owners, to sell the entire Project, including all Units and the Common Area in its then present condition, on terms satisfactory to the Board. In the event of the sale of all Units and the Common Area, proceeds from such sale and insurance proceeds received by the Association on account of the destruction of the Common Area shall be distributed by the Association among Unit Owners and their respective mortgagees according to the respective fair market values of the Units at the time of the destruction as determined by an independent appraisal.

8.3 CONDEMNATION OF COMMON AREA: If at any time all or any portion of any Common Area, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation, to the extent such award is not apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners in the Project, shall be paid to the holder or holders of the fee title to such area as their interests may appear according to the respective fair market values of the Units at the time of the taking as determined by independent appraisal. Any such award to the Association shall be deposited into the operating fund of the Association. The Association shall represent the interests of all Unit Owners in any proceedings relating to such condemnation to the extent such Unit Owners have any interest in the Common Area.

8.4 APPRAISALS: Where the provisions of this Article require an independent appraisal of property, such appraisal shall be made by a qualified real estate appraiser with an M.A.I. certificate or the equivalent, which appraiser shall be selected by the Board.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1 MECHANIC'S LIENS: In case there shall be filed a Notice of Mechanic's Lien against the Project for, or purporting to be for, labor or material alleged to have been furnished or delivered for any Unit Owner at the Project or at his Unit, the Unit Owner shall forthwith cause such lien to be discharged by payment, bond or otherwise. If the Unit Owner shall fail to cause such lien to be discharged by payment, bond or otherwise, the Board may send written notice to said Unit Owner specifying that unless said Unit Owner discharges said lien within five (5) days from the date of said notice, the Board may cause said lien to be discharged by payment, bond or otherwise. Within said five-day period, the Unit Owner shall be permitted to address a hearing of the Board regarding the validity of such lien or any offsets or defenses thereto. The Board shall determine whether such lien adversely and improperly affects and encumbers the ownership interest of other Unit Owners. Should the Board determine that said lien adversely and improperly affects and encumbers the ownership interest of other Unit Owners and that no adequate protection of said interests has been provided, the Board may cause said lien to be discharged by payment, bond or otherwise. The Board shall have the right to collect from the Unit Owner responsible for said lien all amounts so paid together with interest thereon at the legal rate and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees.

9.2 TERM OF DECLARATION: The provisions of this Declaration of Covenants, Conditions and Restrictions shall continue and be effective for a term of fifty (50) years from the date of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years until a vote of the record Owners of Units constituting more than fifty percent (50%) of the Units shall determine that this Declaration shall terminate.

9.3 AMENDMENTS: After the conveyance of the first Unit, the provisions hereof may be amended by a vote or written consent of the record Unit Owners constituting not less than seventy-five percent (75%) of both classes of Members of the Association. In the event only one class of membership exists at the time of the

proposed amendment, said amendment shall require the vote or written consent of the Members constituting the record Owners of seventy-five percent (75%) of the total voting power of the Association and seventy-five percent (75%) of the Units other than Declarant. Said Amendment shall be effective upon the recordation in the Office of the Recorder of the County in which the Project is situated of an instrument setting forth the terms thereof, duly certified and executed by the President and Secretary of the Association. Notwithstanding anything to the contrary herein contained, no such Amendment shall affect the rights of the holder of any deed of trust or mortgage recorded prior to the recordation of such Amendment.

9.4 CONSTRUCTION OF PROVISIONS: The provisions of this Declaration shall be liberally construed to effect its purposes of creating a uniform plan for the development and operation of a condominium development pursuant to the provisions of Section 1350 et seq. of the Civil Code of the State of California. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

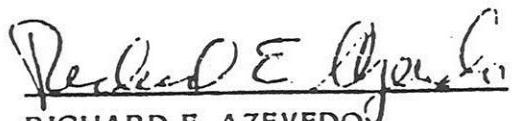
9.5 BINDING: This Declaration shall be for the benefit of and be binding upon all Unit Owners, their respective heirs; legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, lessees, encumbrancers, donees, grantees, mortgagees, lienors and assigns.

9.6 SEVERABILITY OF PROVISIONS: The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

9.7 GENDER, NUMBER AND CAPTIONS: As used herein, the singular shall include the plural and the masculine shall include the feminine. The titles and captions of each paragraph hereof are not a part hereof and shall not affect the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the undersigned Declarant has executed the within Declaration the day and year first above written.

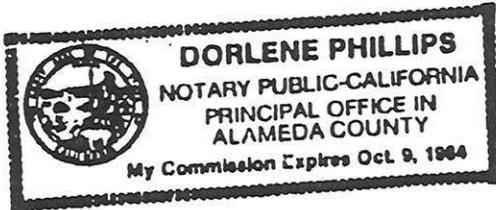
DECLARANT:


RICHARD E. AZEVEDO

STATE OF CALIFORNIA)
} ss.
COUNTY OF ALAMEDA)

On this 6th day of August, 1981, before me, the undersigned,
a Notary Public in and for said County and State, personally appeared RICHARD E.
AZEVEDO, known to me to be the person whose name is subscribed to the within
instrument and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in the County and State aforesaid the day and year first above written.



Dorlene Phillips
Notary Public in and for said County
and State

81-177579

EXHIBIT "A"

LEGAL DESCRIPTION

All that real property described on that Subdivision Map entitled "Tract 4656, San Leandro, California", filed in the Office of the Recorder of the County of Alameda, State of California, on December 29, 1980, Book 123, Pages 36 & 37, Series 80-229228.

EXHIBIT "B"

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, RICHARD E. AZEVEDO (hereinafter called "Grantor") does hereby grant to

(hereinafter called "Grantee"), Condominium Number in Maud Avenue Manor consisting of that property located in the City of San Leandro, County of Alameda, State of California, described as follows:

PARCEL A:

Unit , as shown on that certain Condominium Plan attached as Exhibit "D" to that certain Declaration of Covenants, Conditions and Restrictions, recorded Series No. , Alameda County Records (hereinafter referred to as "the Plan"), being a portion of Lot 1, Tract 4656, filed December 29, 1980, Map Book 123, page 36, Alameda County Records.

Reserving therefrom easements through said Unit appurtenant to the Common Area and all other Units for support and repair.

PARCEL B:

Together with the following appurtenant easements:

1. Non-exclusive easements for support of said Parcel A through the Common Area and for repair of said Parcel A through all other Units and through the Common Area.
2. An exclusive easement to use Balcony No. B-_____ and Patio No. P-_____ as shown on the Plan.

Excepting and reserving, however, the non-exclusive easements described herein as Parcel D.

PARCEL C:

An undivided one-seventh (1/7) interest as tenant-in-common in and to the Common Area, as shown on the Plan.

Excepting and reserving, however, the following:

1. Non-exclusive easements appurtenant to all Units for support and repair of the Common Area and other Units.
2. Exclusive easements appurtenant to the other Units for Balconies and Patios not granted herein.

PARCEL D:

Together with non-exclusive easements appurtenant to the Common Area through each Unit for support and repair of the Common Area and other Units.

(continued)

-2-

Each of the foregoing grants is subject to the lien of real property taxes and Assessments not delinquent, the Restrictions referred to in Parcel 1 above and all Covenants, Conditions, Easements and Restrictions of record. The property herein granted is a Condominium as defined in Section 1350(1) of the California Civil Code, and the Project as hereinafter defined is subject to the provisions of the California Condominium Act, Title 6, Part 4, Division Second of said Code.

This Deed is made and accepted subject to all the provisions contained in that document defined herein as "Restrictions," all of which are incorporated herein by reference with the same effect as though fully set forth herein.

IN WITNESS WHEREOF, the undersigned has executed the within Deed this _____ day of _____, 19 ____.

RICHARD E. AZEVEDO, Grantor

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF ALAMEDA)

On _____, 198_____, before me, the undersigned, a Notary Public, in and for said State, personally appeared RICHARD E. AZEVEDO, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

Notary Public

The undersigned Grantee(s), hereby accepts the foregoing Deed subject to all of the terms, conditions and restrictions contained therein.

Grantee

(continued)

RI=177579

-3-

STATE OF CALIFORNIA)
)ss.
COUNTY OF ALAMEDA)

On _____, 198_____, before me, the undersigned,
a Notary Public, in and for said State, personally appeared
known to me to be the person(s) whose name(s) is/are subscribed
to the within instrument, and acknowledged that he_____
executed the same.

Notary Public

EXHIBIT "C"

UNDIVIDED INTEREST IN COMMON AREA

The undivided interest in the Common Area conveyed with each Unit is as follows:

<u>Unit No.</u>	<u>Undivided Interest</u>
261	One-Seventh (1/7)
263	One-Seventh (1/7)
269	One-Seventh (1/7)
275	One-Seventh (1/7)
281	One-Seventh (1/7)
287	One-Seventh (1/7)
295	One-Seventh (1/7)

EXHIBIT "D"

THE PLAN

(1) This is a Map and Plan of a "Project" as defined in Section 1350(3) and Section 1351 of the Civil Code of the State of California. The buildings shown hereon, according to Section 1351 of said Civil Code, "in sufficient detail to identify each unit, its relative location and approximate dimensions", and the subdivision depicted hereon, are subject to the provisions of the California Condominium Act, Title 6, Part 4, Division Second of the Civil Code.

(2) Condominiums. The Project consists of seven (7) Condominiums in the real property described in Exhibit "A" of the Restrictions. Each Condominium is composed of the following:

A Unit and an undivided interest in the Common Area. The incidents of Ownership of each Condominium will be particularly described in the Deed(s) conveying the Ownership interest in each Condominium.

The boundaries of the various components comprising the Condominium are as hereinafter set forth.

(3) Common Area. The Common Area consists of all the real property including improvements and air space not a part of the Units; the Common Area includes bearing walls, columns, floors, roofs, foundations, elevator equipment and shafts, reservoirs, tanks, pumps and other central services, meters, pipes, flues, chutes, conduits, wires and other utility installations, wherever located, including the waste and drain lines and traps, water lines and faucets, electric wall plugs, subfeed circuit-breaker panels and meters, inside or outside of the Units.

(4) Units. The seven (7) Units in this Project are identified by the Arabic numerals as follows: 261, 263, 269, 275, 281, 287 and 295.

The boundaries of the "living space" or "apartment area" of each Unit are as follows:

The interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, including the portions of the building so described and the air space so encompassed; excluding, however, Common Area within the Unit and load-bearing walls wherever located, waste and drain lines and traps, water lines and faucets, electric wall plugs, subfeed circuit-breaker panels and meters within the Unit to the unfinished surfaces thereof, but including light fixtures, dishwashers, heaters and garbage disposals and the remainder of the sinks, shower stalls or tubs and toilets.

(5) Restricted Common Area. The Restricted Common Area shall consist of that portion of the Common Area, consisting of Balconies and Patios, the exclusive use of which is set aside, allocated and restricted to each particular Unit or Unit Owner. Said exclusive easements are identified by the Arabic numerals corresponding to the Unit numbers as follows: B-261 and P-261, B-263 and P-163, B-

269 and P-269, B-275 and P-275, B-281 and P-281, B-287 and P-287, B-295 and P-295.

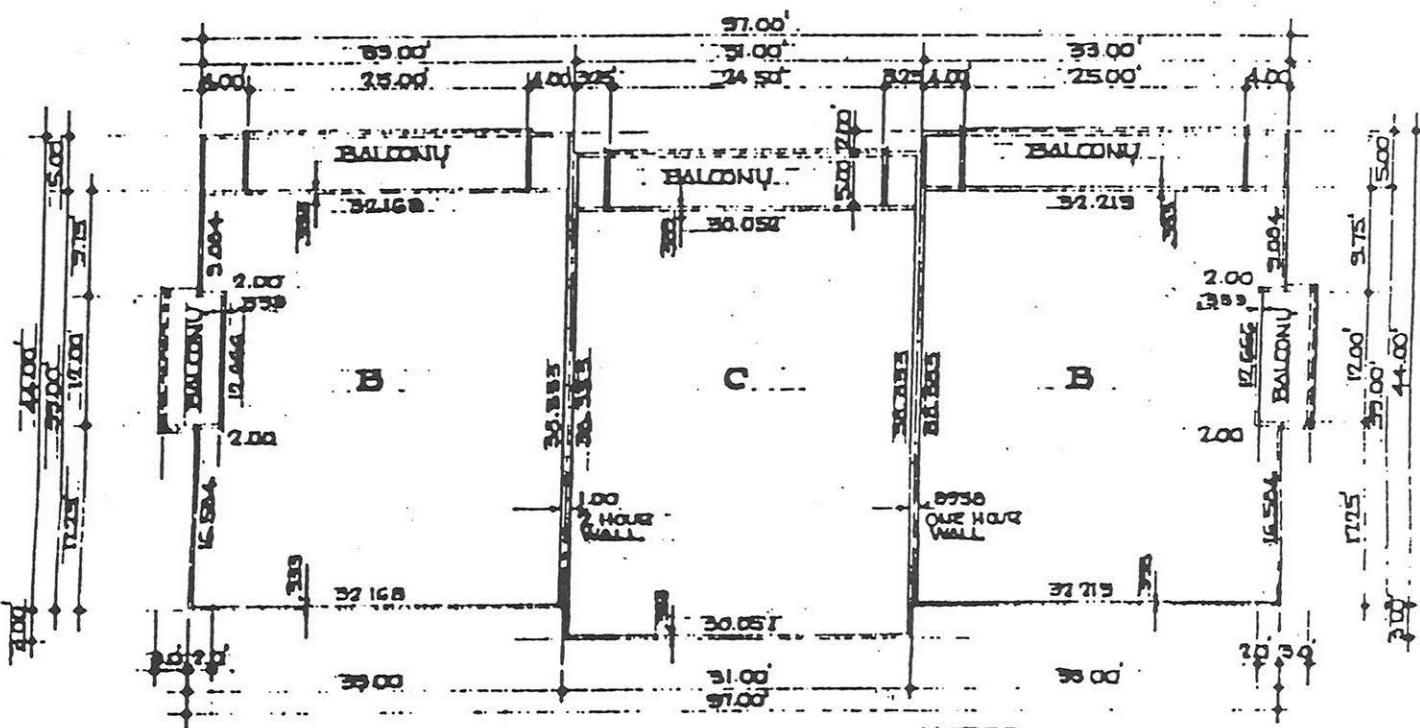
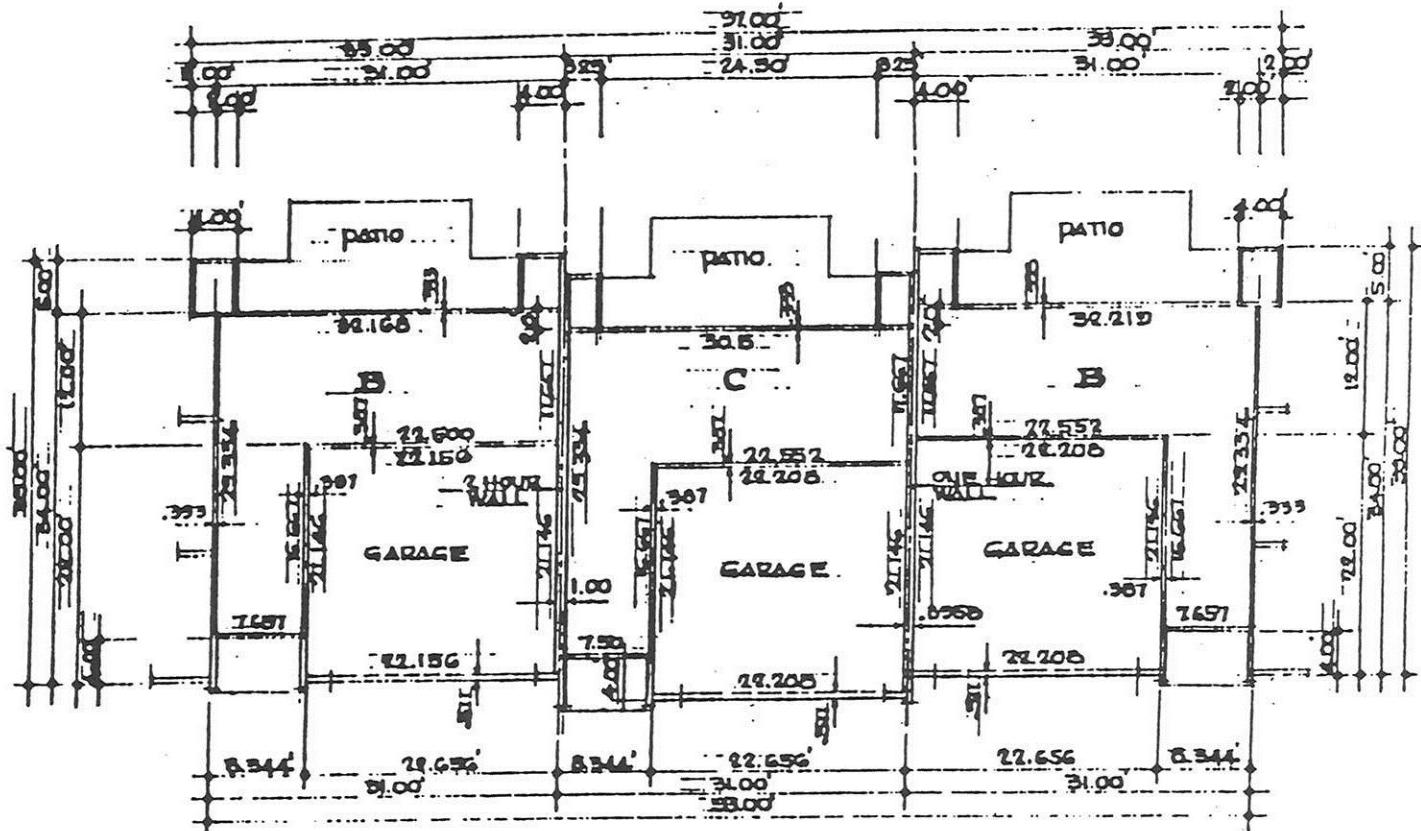
The boundaries of the Balcony or Patio exclusive easements are as follows:

The interior finished surfaces of the walls, fences and/or railings encompassing the same to the approximate dimensions shown hereon, the interior finished surface of the floor thereof, and the interior finished surface extended to the ceiling of the adjoining living space as shown hereon.

(5) Elevations. Elevations are based on City of San Leandro datum.

(6) Angles. All boundary lines and dimension lines intersect at right angles (90 degrees) unless otherwise noted.

(7) Application. This Plan applies to the real property described in Exhibit "A" of the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for Maud Avenue Manor.



**SECOND FLOOR
BUILDING C UNITS 5-7 INC**

TRACT 4656

CONDOMINIUM PLAN
CITY OF SAN LEANDRO
COUNTY OF ALAMEDA, CALIFORNIA

NOTE 3
OUTSIDE MEASUREMENTS ARE TAKEN FROM OUT
SIDE FACE OF WALLS.
INSIDE MEASUREMENTS ARE TAKEN FROM INSIDE
FACE OF INTERIOR GUTTED WALL COVEZ.
ALL MEASUREMENTS & DIMENSIONS SHOWN ARE
IN FEET & DECIMALS THEREOF.

TRACT 4656 SHEET 4 OF 4 SHEETS

