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REQUESTED BY:

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San Francisco, CA 94110

APN: Lot Nos. ___,____, ____,&____
(formerly Lot No.)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF 124 SAN BRUNO AVENUE AND CONDOMINIUM PLAN

RECITALS 5

ARTICLE 1. DEFINITIONS 5

1.1 "Assessment" 5
1.2 "Association" 5
1.3 "Common Area" 5
1.4 "Condominium" 6
1.5 "Condominium Plan" 6
1.6 "Emergency" 6
1.7 "Exclusive Use Common Area" 6
1.8 "Governing Documents" 6
1.9 "Governmental Regulations" 6
1.10 "Mortgage" 6
1.11 "Mortgagee" 6
1.12 "Occupant" 6
1.13 "Owner" 6
1.14 "Percentage Interest" 6
1.15 "Reasonable Entry Notice" 6
1.16 "Rules" 7
1.17 "Unit" 7
1.18 "Utilities" 7

ARTICLE 2. OWNERS' PROPERTY RIGHTS 7

2.1 OWNER'S EASEMENTS 7
2.2 SEVERANCE AND SUBDIVISION OF CONDOMINIUMS 7
2.3 ASSIGNMENT OF EXCLUSIVE USE COMMON AREAS 7
2.4 PRESUMPTION REGARDING BOUNDARIES 8

ARTICLE 3. DUTIES AND POWERS OF THE ASSOCIATION 8

3.1 GENERAL POWERS OF ASSOCIATION 8
3.2 ACTION ON BEHALF OF ASSOCIATION 8
3.3 ADOPTION OF RULES 8
3.4 ENFORCEMENT 8
3.5 LEGAL ACTIONS 8
3.6 MANAGER 9

ATTACHMENT K

3.7 UTILITY SERVICE 9
3.8 ASSOCIATION'S EASEMENT FOR ACCESS 9
3.9 ANNUAL BUDGETING AND REPORTING 9
A. Operating Budget 9
B. Dispute Resolution Reminder 9
C. Insurance Summary 9
D. Assessment and Foreclosure Policy 10
E. Alteration Approval Policy 10
F. Annual Report 10
G. Summary of Reserve Funding Plan 10
H. Fine Schedule 10
I. Statement of FHA or VA Approved Status 10
J. Secondary Address Notice 10
3.10 RESERVE STUDY 10
3.11 RESERVE FUND ADMINISTRATION 11
A. Reserve Fund Account 11
B. Using Reserve Funds 11
C. Borrowing Reserve Funds 11
3.12 ACCESS TO ASSOCIATION RECORDS 12
3.13 MECHANICS LIENS 12

ARTICLE 4. VOTING RIGHTS/PRESIDENT 12

4.1 MEMBERSHIP IN THE ASSOCIATION 12
4.2 VOTING 12
A. Meetings and Agenda 12
B. Voting Power and Abstention 12
C. Actions Requiring 100% Vote 13
D. Deadlock 13
E. Proxies 13
F. Suspension Of Voting Rights 14
G. Teleconferences 14
4.3 DUTIES OF PRESIDENT 14
A. Maintenance 14
B. Cleaning 15
C. Accounting 15
D. Other Duties 15
4.4 DELEGATION OF PRESIDENT'S DUTIES 15
4.5 NO REQUIREMENT TO ACT AGAINST INTEREST 15
4.6 REFUSAL/INABILITY TO SERVE AS PRESIDENT 15
4.7 ADJUSTMENT OF MONETARY AMOUNTS 15

ARTICLE 5. ASSESSMENTS AND LIENS 15

5.1 TYPES OF ASSESSMENTS 15
A. Regular Annual Assessments 16
B. Special Assessments 16
C. Personal Reimbursement Assessments 16
5.2 USE OF ASSESSMENTS 16
5.3 DIVISION OF ASSESSMENTS 16
5.4 PAYMENT OF ASSESSMENTS 16
5.5 DELINQUENT ASSESSMENTS 16
A. Delinquency Timing and Charges 16

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B. Repeated Delinquency 17
C. Assessment Liens 17
D. Owner Rights and Remedies 17
E. Homestead Waiver 18
F. Payment of Delinquent Assessments 18
5.6 STATUS CERTIFICATE 18
ARTICLE 6. OWNER MAINTENANCE AND ALTERATION 18
6.1 OWNER MAINTENANCE RESPONSIBILITY 18
A. Owner's Unit 18
B. Owner's Exclusive Use Common Area 18
C. Damage To Other Units Or Common Area 18
D. Consequences Of Owner's Failure To Maintain 19
6.2 ASSOCIATION MAINTENANCE RESPONSIBILITY 19
A. Common Area 19
B. Exclusive Use Common Area 19
C. Consequential Damages 19
6.3 ALTERATION OF UNITS 19
6.4 ALTERATION OF COMMON AREA 19
A. Permitted Alterations Of Interior EUCA 19
B. Permitted Alterations Of Exterior EUCA 19
C. Signs 20
D. Antennae; Satellite 20
6.5 ASSOCIATION APPROVAL PROCEDURES 20
A. Application For Alteration Approval 20
B. Association Decision 21
C. Standards For Association Decision 21
D. Proceeding With Approved Work 21
6.6 INSPECTION AND NONCOMPLIANCE 21
ARTICLE 7. USAGE COVENANTS AND RESTRICTIONS 22
7.1 CONDOMINIUM USE 22
7.2 OCCUPANCY LIMITATIONS 22
7.3 PARKING AND USE OF MOTOR VEHICLES 22
7.4 NUISANCE 22
7.5 ANIMALS 23
7.6 GARBAGE DISPOSAL 23
7.7 RIGHT TO LEASE 23
7.8 STORAGE 23
7.9 WINDOW COVERINGS 23
7.10 GARAGE SALES 24
7.11 CLOTHESLINES 24
7.12 DELEGATION OF RIGHTS 24
ARTICLE 8. INSURANCE 24
8.1 GENERAL LIABILITY INSURANCE 24
8.2 OFFICERS' LIABILITY INSURANCE 24
8.3 FIRE AND CASUALTY INSURANCE 24
8.4 OTHER INSURANCE 24
8.5 GENERAL POLICY REQUIREMENTS 24
8.6 REVIEW OF INSURANCE POLICIES 24

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8.7 NOTICE OF CHANGE IN INSURANCE COVERAGE 24
8.8 INABILITY TO OBTAIN INSURANCE 25
8.9 OWNER'S INSURANCE 25
8.10 CASUALTY INSURANCE DEDUCTIBLES AND PROCEEDS 25

ARTICLE 9. DAMAGE/DESTRUCTION/CONDEMNATION 25

9.1 CATASTROPHIC DAMAGE 25
A. Obtaining Bids/Determining Funds Availability 25
B. Decision To Rebuild 25
C. Repair Work 25
D. Emergency Repair 26
E. Certification Of Intention 26
F. Revision Of Documents 26
9.2 CONDEMNATION 26
9.3 DISTRIBUTIONS 26

ARTICLE 10. MORTGAGE PROTECTION 27

10.1 SUBORDINATION 27
10.2 FIRST REFUSAL INAPPLICABLE TO MORTGAGEE 27
10.3 MORTGAGEE RIGHT TO FURNISH INFORMATION 27
10.4 FORMER OWNER IN POSSESSION FOLLOWING FORECLOSURE 27
10.5 MORTGAGEE PRIORITY IN DISTRIBUTION OF PROCEEDS 27
10.6 MORTGAGEE APPROVAL REQUIREMENTS 27
10.7 MORTGAGEE NOTICE RIGHTS 28
10.8 MORTGAGEE INFORMATION RIGHTS 28
10.9 MORTGAGEE RIGHT TO APPEAR AT MEETINGS 28

ARTICLE 11. GENERAL PROVISIONS OF DECLARATION 28

11.1 AMENDMENT OF DECLARATION 28
11.2 CERTIFICATION OF APPROVAL AND RECORDATION 29
11.3 MANNER OF PROVIDING NOTICES, DOCUMENTS AND REPORTS . . . 29
A. Individual Notice 29
B. Association Notice 29
B. Association Notice 29
11.4 DISPUTE RESOLUTION 29
A. Internal Procedure 29
B. Mediation 30
C. Arbitration 30
D. Special Disputes 31
11.5 OWNER'S ACCOUNTABILITY 31
11.6 INDEMNIFICATION 31
11.7 COSTS AND ATTORNEY'S FEES 31
11.8 TERM OF DECLARATION 31
11.9 NOTICE OF TRANSFER 31
11.10 ADDITIONAL GENERAL PROVISIONS 32

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RECITALS

THIS DECLARATION is made by Robin Hubinsky (collectively, the "Declarant"), with reference to the following:

A. Declarant is the Owner of a tract of land located in the City of Brisbane, County of San Mateo, California, more particularly described in Exhibit A attached to this Declaration and incorporated into it by reference (the "Property"). There exists on the Property a building which contains three (3) residential apartments. A Parcel Map of the Property subdividing it into a residential condominium project was recorded on _____in Condominium Map Book _____ at Pages ___ to ___ inclusive, of the Official Records of the County of Brisbane, County of San Mateo, State of California.

B. Declarant intends by this Declaration to create a Condominium Project and to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all the Condominiums and Owners of Condominiums. Declarant intends by this Declaration to establish a Condominium Project under the provisions of California Civil Code Section 4000 et seq., the Davis-Stirling Common Interest Development Act.

C. Declarant establishes by this Declaration a plan for the individual ownership of real property estates, consisting of an undivided interest in common in a portion of real property referred to as the Common Area, coupled with a separate interest in space, referred to as a Unit, the boundaries of which are described on the Condominium Plan attached to this Declaration and incorporated by reference as Exhibit "B".

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

ARTICLE 1. DEFINITIONS

The **bold-type nouns** listed below are defined as follows:

1.1 "**Assessment**" means the proportionate costs of operating, maintaining and managing the Property assessed against each Owner. There are three types of assessments: Regular Annual Assessments, Special Assessments and Personal Reimbursement Assessments. The characteristics of each are described in Article 5. All such Assessments shall be collectively referred to as "Assessments."

1.2 **"Association"** means the 124 SAN BRUNO AVENUE HOMEOWNERS ASSOCIATION.

1.3 "**Common Area**" means the entire Property except for the Units, including, without limitation, land; stairs; bearing walls, columns, girders, subfloors, unfinished floors, roofs, and foundations; central heating equipment, ducts, flues and chutes and fire escapes; conduits, pipes, plumbing, wires and other utility installments (except outlets located within a Unit), required to provide power, light, telephone, gas, water, sewerage, drainage, heat, and elevator services; sprinklers, sprinkler pipes and sprinkler heads which protrude into the air space of a Unit.

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1.4 "Condominium" means a Unit together with appurtenant easements and an undivided interest in the Common Area.

1.5 "Condominium Plan" means, with reference to the Property: (i) the parcel and/or survey map that shows the monumentation on the ground, and is recorded with the County Recorder as described in the Recitals to this Declaration; (ii) the three-dimensional description that identifies the separate interests, Exclusive Use Common Areas and Common Areas; and (iii) the certificate consenting to the recordation of the aforesaid documents by the persons and/or entities required pursuant to Civil Code Section 4290. The three-dimensional description referenced above is attached to this Declaration as Exhibit B. The certificate consenting to the recordation of the referenced documents appears on the final page of this Declaration.

1.6 "Emergency" means a condition within the Property that immediately endangers the integrity of the Property, or the safety or health of the Occupants, guests or public.

1.7 "Exclusive Use Common Area" means those portions of Common Area reserved for the exclusive use of an Owner on Exhibit "B" and in this Declaration, and any other building component designed to serve only one Unit but located outside the interior boundaries of that Unit.

1.8 "Governing Documents" means this Declaration including its exhibits, the Parcel Map described in the Recitals, and any Rules.

1.9 "Governmental Regulations" means all applicable laws, ordinances, resolutions, procedures, orders, standards, conditions, approvals, rules and regulations of any governmental entity with jurisdiction over the Property.

1.10 "Mortgage" means the conveyance of any interest in a Condominium or other portion of the Property to secure the performance of an obligation as defined in California Civil Code §2920. The word "Mortgage" shall be considered synonymous with "deed of trust".

1.11 "Mortgagee" means a person or entity in whose favor a Mortgage is made. The word "Mortgagee" shall be considered synonymous with "beneficiary" under a deed of trust.

1.12 "Occupant" means a person who sleeps in a Unit during more than fourteen (14) days within any thirty (30)-day period.

1.13 "Owner" means the record owner of a Condominium and a contract buyer under an installment land contract once equitable title has passed to the contract buyer. "Owner" shall not include those who hold title to, or an interest in, a Condominium merely as security for the performance of an obligation.

1.14 "Percentage Interest" means the interest in the Common Area conveyed with each Unit as shown on Exhibit "B". Except as specifically provided on Exhibit "B" or this Declaration, each Owner is equally entitled to use of all Common Area regardless of his/her Percentage Interest.

1.15 "Reasonable Entry Notice", under non-Emergency circumstances, means seventy-two (72) hours prior written notice to one of the Occupants of the area to be entered; no notice is required for entry in the case of an Emergency.

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1.16 "Rules" means the rules adopted pursuant to this Declaration.

1.17 "Unit" means the areas so designated on Exhibit "B". Except as otherwise provided on Exhibit "B", each Unit consists of the area bounded by the interior unfinished surfaces of its perimeter walls, bearing walls, floors, fireplaces, ceilings, windows and interior portions of window frames and trim, doors (including windows in doors) and interior portions of door frames and trim, and includes both the portions of the building so described and the airspace so encompassed. A Unit includes (i) the wallboard, plaster and paint on all interior surfaces located or exposed within the Unit, (ii) window sashes or other elements that directly contact the glass portion of the window, (iii) door and window hardware and all mechanical elements of doors and windows, and (iv) portions of the electrical, plumbing, sump pump, HVAC, and other systems serving only the Unit. A Unit does not include any portion of the frames of windows or exterior doors that is not exposed within a unit interior, or any structural component of walls, ceilings, and floors.

1.18 "Utilities" means services or systems related to electricity, water, sewer, HVAC, communications, scavenger, recycling, elevator, garage door, and fire detection and suppression, and all incidental pipes, conduits, ducts, wiring, equipment and enclosures.

ARTICLE 2. OWNERS' PROPERTY RIGHTS

2.1 OWNER'S EASEMENTS. The following are reserved for the benefit of each Owner and Unit: (i) a nonexclusive easement for ingress, egress and support through the Common Area, (ii) a nonexclusive easement for Utilities at reasonable places through the Common Area, (iii) a nonexclusive easement for the full use and enjoyment of those portions of any shared Utilities which serve the Unit, (iv) an easement for minor encroachments resulting from construction, repair, shifting, settlement or movement upon any portion of the Property; and (v) an easement for access to and maintenance of utilities and meters.

2.2 SEVERANCE AND SUBDIVISION OF CONDOMINIUMS. There shall be no further subdivision of a Condominium into different interests than provided in this Declaration. This section prohibits timeshare ownership. No Owner shall transfer an ownership interest in a Condominium which does not include all associated rights, title and interests described in the Governing Documents. Any transfer in violation of this section is void.

2.3 ASSIGNMENT OF EXCLUSIVE USE COMMON AREAS. The areas designated on Exhibit "B" as PS-1, PS-2-1, PS-2-2, PS-3-1, PS-3-2 are parking space areas. The areas designated on Exhibit "B" as DW-1, DW-2, and DW-3 are driveway areas. The areas designated on Exhibit "B" as P-1 and P-3 are patio areas. The areas designated on Exhibit "B" as S-1 and S-2 are storage areas. The areas designated on Exhibit "B" as D-1 and D-2 are deck areas. An easement for the exclusive use of such area is granted as an Exclusive Use Common Area appurtenant to the Units as follows:

Unit	Designated Area on Exhibit "B"
1	PS-1, DW-1, P-1, D-1
2	PS-2-1, PS-2-2, DW-2, D-2
3	PS-3-1, PS-3-2, DW-3, P-3

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2.4 PRESUMPTION REGARDING BOUNDARIES The approximate location and physical boundaries of Units, Exclusive Use Common Areas and Common Area are shown on Exhibit "B" to this Declaration. The actual, as-built dimensions of the structures, either as originally constructed, or as reconstructed in accordance with the Governing Documents, shall be presumed the true boundaries and take priority over any legal description in a document, regardless of minor encroachments resulting from constructions, settlement, lateral movement, or other causes.

ARTICLE 3. DUTIES AND POWERS OF THE ASSOCIATION

3.1 GENERAL POWERS OF ASSOCIATION. The Association shall have the power to do any lawful thing required or permitted to be done under the Governing Documents and necessary, appropriate or incidental to the exercise of the express powers or duties of the Association for the peace, health, comfort, safety and general welfare of the Owners, subject only to the limitations on those powers set forth in the Governing Documents. The duties and powers of the Association shall include, but are not limited to, those specifically enumerated in this Declaration.

3.2 ACTION ON BEHALF OF ASSOCIATION. Notwithstanding anything to the contrary in this Declaration, any Owner may act on behalf of the Association to enforce the mandatory provisions of this Declaration without an affirmative authorization or vote by the Association. An affirmative vote of the Association shall be required for any action by or on behalf of the Association that does not involve the enforcement of a mandatory provision of this Declaration.

3.3 ADOPTION OF RULES. To the fullest extent permitted by law, the Association may adopt reasonable Rules related to the management and use of the Property and the implementation of the Governing Documents. The Association shall follow the procedure for adopting and changing Rules described in Civil Code Sections 4340 et. seq.

3.4 ENFORCEMENT. The Association shall exercise prudent business judgment in determining whether, when and how to enforce the Governing Documents. The Association is authorized to impose fines, suspend voting rights, and impose any other disciplinary action for violation of the Governing Documents to the fullest extent permitted by California law. Before a policy involving the imposition of monetary penalties takes effect, and any time such penalties are revised, the Association shall provide each Owner with a written schedule of penalties. When the Association is to meet to consider discipline of an Owner, it shall so notify the Owner in a writing delivered personally or by first class mail at least ten (10) days before the meeting. The notice shall contain the date, time and place of the meeting, a description of the alleged violation, and a statement that the Owner may attend and address the Association. If the Association imposes discipline, it shall so notify the Owner in a writing delivered personally or by first class mail within fifteen (15) days following the action. A disciplinary action shall not be effective against an Owner unless the Association fulfills the procedural requirements of this Section. The Association may not impair an Owner's right to use and enjoy his/her Unit as part of any disciplinary action. Each Owner shall have a right of action against another Owner or the Association for failure to comply with the Governing Documents or with a decision of the Association. A failure by the Association to enforce any provision of the Governing Documents on one or more occasions shall not be deemed a waiver or estoppel of the Association's right to enforce a similar or other violation of the Governing Documents.

3.5 LEGAL ACTIONS. The Association may institute, defend, settle or intervene in litigation, mediation, arbitration or administrative proceedings in matters pertaining to (i) enforcement of the Governing Documents, (ii) damage to the Common Area, (iii) damage to other parts of the Property which the Association is obligated to maintain or repair, or (iv) damage to Units or Exclusive Use Common Areas which arises out of, or is integrally related to, damage to the Common Areas or other parts of the

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Property which the Association is obligated to maintain or repair. The Association shall not be required to conduct inspections, maintain inspection records, exhaust any applicable casualty insurance coverage, or provide an opportunity to cure prior to initiating a civil action.

3.6 MANAGER. The Association may employ, or retain as independent contractor, a manager to perform all or any part of the Association's delegable duties. Any management contract shall be in writing and provide for the right of termination without a termination fee by either party with immediate notice if for cause or with sixty (60) days' written notice if without cause. The Association shall not delegate the following powers: (i) to borrow money; (ii) to use Association property as security for a debt; (iii) to levy Assessments; (iv) to begin litigation; (v) to make capital expenditures in excess of budgeted amounts; (vi) to impose discipline for violation of the Governing Documents; or (vii) to hold disciplinary hearings.

3.7 UTILITY SERVICE. The Association shall obtain Utility service for the Common Area. In addition, when a particular Utility cannot reasonably be obtained by a Unit independently, the Association shall obtain it. When a Utility serving the Common Area is metered separately to a Unit, the Association shall reimburse the Owner of such Unit, on a monthly basis, for the portion of the cost of such Utility which is attributable to Common Area service. When establishing Regular Assessments, the Association shall allocate all other Utility charges paid by the Association between the Units according to the number of Occupants per Unit. If a Utility is metered to the Association but serves an individual Unit the Owner of such Unit shall reimburse the Association, on a monthly basis, for the portion of the cost of such Utility which is attributable to the Unit.

3.8 ASSOCIATION'S EASEMENT FOR ACCESS. The Association shall have an easement for access through every part of the Property, including the Units, after Reasonable Entry Notice, to perform its duties under the Governing Documents. Entry by the Association shall be made with as little inconvenience as possible to the Occupants. Any damage caused by the entry shall be promptly repaired at the expense of the Association.

3.9 ANNUAL BUDGETING AND REPORTING.

A. Operating Budget. Not less than thirty (30) nor more than ninety (90) days before the beginning of each fiscal year, the Association shall prepare and distribute to each Owner a *pro forma* operating budget for the next fiscal year in compliance with Civil Code Section 5300, including an Assessment And Reserve Funding Disclosure Summary in the form required by Civil Code Section 5570.

B. Dispute Resolution Reminder. Along with the operating budget, the Association shall distribute (i) a description of the Association's internal dispute resolution process (Section 11.4A of this Declaration), and (ii) a copy or summary of Civil Code Section 5925 et. seq.) along with the following statement: "Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

C. Insurance Summary. Along with the operating budget, the Association shall distribute a summary of the information regarding the Association's insurance coverage for property damage, general liability, earthquake (if any) and flood (if any), in compliance with Civil Code Section 5300 (b)(9).

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D. **Assessment and Foreclosure Policy**. Along with the operating budget, the Association shall distribute the notices required by Civil Code Section 5730 relating to collections, foreclosures, payment plans, and Association meetings regarding these matters.

E. **Alteration Approval Policy**. Along with the operating budget, the Association shall distribute a summary of requirements for Association approval of physical changes to property. The summary shall describe the types of changes that require Association approval and shall include a copy of the procedure used to review and approve or disapprove a proposed change.

F. **Annual Report**. Within one hundred and twenty (120) days after the close of the fiscal year, the Association shall prepare and distribute to each Owner an annual report for the previous year which includes a year-end balance sheet, an income statement, and a statement of cash flow for that fiscal year, a statement of the place where the records of the names and addresses of the current Owners are maintained. The annual report shall mention that the statements were prepared without audit from the books and records of the Association.

G. **Summary of Reserve Funding Plan** Along with the Operating Budget the Association shall distribute a summary of the Reserve Funding Plan which summary shall include notice that the full reserve study plan is available upon request, and the Association shall provide the full reserve study plan to any Owner upon request.

H. **Fine Schedule.** Along with the operating budget, the Association shall distribute any schedule of penalties for violations of the Governing Documents.

I. **Statement of FHA or VA Approved Status.** Along with the Operating Budget the Association shall issue a separate statement describing the status of the condominium project as a Federal Housing Administration (FHA) approved condominium project and as a federal Department of Veterans Affairs (VA) approved condominium project. The statement must be in the forms specified in Civil Code Sections 5300(b)(10) and 5300(b)(11).

J. **Secondary Address Notice.** Along with the operating budget, the Association shall notify the Owners of their right to submit a secondary address to the Association, pursuant to Section 11.3 and Civil Code Section 4040 (b).

3.10 RESERVE STUDY. At least once every three (3) years the Association shall conduct a competent and diligent visual inspection of the accessible areas of the major components of the Property that the Association is obligated to repair, replace, restore, or maintain, and obtain a study of its reserve account requirements. The reserve study shall be conducted by a qualified individual or entity, and shall contain the following information:

A. Identification of the major components of the Property which the Association is obligated to repair, replace or maintain and which have a remaining useful life of less than thirty (30) years;

B. An estimate of the remaining useful life of the components;

C. An estimate of the cost of repair, replacement, restoration or maintenance of such components at the end of their useful life;

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D. An estimate of the total annual contribution necessary to defray costs after subtracting currently available reserve funds; and

E. A "Reserve Funding Plan" that indicates how the Association plans to fund the contribution identified in Subsection D to meet the Association's obligation for the repair and replacement of all major components with an expected remaining life of thirty (30) years or less, not including those components the Association has determined will not be replaced or repaired. The Reserve Funding Plan shall include a schedule of the date and amount of any change in Regular or Special Assessment that would be needed to sufficiently fund such plan. The Reserve Funding Plan shall be adopted at an Owner Meeting. If the Association determines that an Assessment increase is necessary to fund the Reserve Funding Plan, any increase shall be approved in a separate action of the Association that is consistent with the procedure described in Civil Code Section 5605 and notice shall be given to each Owner no less than thirty (30) days and no more than sixty (60) days prior to such increased Assessment becoming due. Notwithstanding the foregoing, Civil Code Section 5605 does not limit Assessment increase necessary for emergency situations as defined in Civil Code Section 5610.

The Association shall annually review the study and implement necessary adjustments to the reserve component of the Assessments.

3.11 RESERVE FUND ADMINISTRATION.

A. **Reserve Fund Account**. The Association shall deposit operating funds and reserve funds in segregated accounts. Withdrawal of funds from the reserve account shall require the signatures of two (2) Owners.

B. **Using Reserve Funds**. The Association shall not expend reserve funds for any purpose other than maintenance, repair or replacement, or litigation or arbitration involving maintenance, repair or replacement, of items which the Association is obligated to maintain, repair or replace. When the decision is made to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation or arbitration, the Association shall notify all Owners of the decision and the availability of an accounting with the next available mailing, and thereafter prepare an accounting of the litigation or arbitration-related expenses at least quarterly and make the accounting available for inspection by the Owners at the Association office.

C. **Borrowing Reserve Funds**. Reserve funds may be transferred to the operating account to meet short-term cash flow requirements or other expenses if the Association has provided notice of the intent to consider the transfer in a properly prepared and transmitted meeting notice which included the reasons the transfer is needed, some of the options for repayment, and whether a Special Assessment may be considered. If the Association authorizes the transfer, it shall issue a written finding, recorded in its minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the reserve fund. The transferred funds shall be restored to the reserve fund within one (1) year of the date it is initially transferred out, except that the Association may, after giving the same notice required for considering a transfer, and making a written finding, supported by documentation, that a temporary delay would be in the best interest of the Association, temporarily delay the restoration. The Association shall exercise prudent fiscal management in maintaining the integrity of the reserve account, and shall, if necessary, levy a Special Assessment to recover the full amount of the transferred funds within the time limits required by this Section.

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3.12 ACCESS TO ASSOCIATION RECORDS. To the full extent and in the manner required by law, the Association shall make its records available for inspection and copying by any Owner or Owner's designee.

3.13 MECHANICS LIENS. When a mechanics lien against the Common Area arises from work for which an Owner has contracted, the Association may discharge it and charge any associated cost to the responsible Owner as a Personal Reimbursement Assessment. When a mechanics lien against the Common Area arises from work for which the Association has contracted and there is no dispute with the lienor, the Association shall promptly discharge it. When a mechanics lien against a Unit arises from work for which the Association has contracted and the Unit Owner so requests, the Association shall promptly discharge it.

ARTICLE 4. VOTING RIGHTS/PRESIDENT

4.1 MEMBERSHIP IN THE ASSOCIATION. An Owner shall be a member of the Association while he/she owns a Condominium. Membership shall automatically cease when ownership ceases. Membership shall be appurtenant to and automatically pass with the ownership of a Condominium, regardless of a provision to the contrary in the transfer documents. Membership shall not be transferred except as provided in this Section. Any prohibited transfer of a membership is void.

4.2 VOTING.

A. Meetings and Agenda: Decisions may be made only at Annual or Special Owner Meetings attended by representatives of at least two (2) Units. Annual Owner Meetings shall take place on the first Sunday of each November at 7:00 P.M or such other date and time as shall be agreed upon by the Association. Special Owner Meetings may be called by any Owner. All Owner Meetings shall be held at the Property unless all Owners otherwise agree. Notice of all Owner Meetings shall be given to each Owner at least ten (10), but not more than ninety (90) days before the Owner Meeting. Notice of all Annual Owner Meetings shall be given by the President, and notice of all Special Owner Meetings shall be given by the Owner calling the Owner Meetings. The notice shall state the place, date and time of the Owner Meetings, and (i) in the case of a Special Owner Meetings, the general nature of the business to be transacted, and no other business may be transacted, or (ii) in the case of the Annual Owner Meetings, those matters which the President, at the time the notice is given, intends to present for action by the Owners. Owners shall be permitted a reasonable time to speak at Owner Meetings. The President shall prepare minutes of each Owner Meetings, which shall be executed by each person attending. Additional procedural requirements may be imposed by law, and nothing in the Declaration shall be interpreted in a manner that would conflict with applicable legal requirements.

B. Voting Power and Abstention: Each Unit shall have one vote of equal weight, provided, however, if one of more of the Parties comprising an Owner of a Unit is also one or more of the Parties comprising an Owner of another Unit, those Units together shall have only one vote. If a vote is cast on behalf of a Unit, it shall be conclusively presumed for all purposes that the voting Owner was acting with the authority and consent of all other Owners of the same Unit. Fractional votes are not allowed. If co-Owners are unable to agree how to cast their vote, they shall abstain. Units not represented at the time a duly noticed vote is taken shall also abstain. Except as otherwise provided in this Declaration, a majority of votes shall be required for Association action. Decisions requiring majority approval shall be deemed approved if a majority of non-abstaining Units approve them

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(and in a case where only two Units are voting, a "majority" shall be considered both Units). Actions requiring a specific percentage of votes for shall be deemed approved if that percentage of non-abstaining Units approve them.

C. **Actions Requiring 100% Vote**: The Association shall not take the following Actions without the approval of one hundred percent (100%) of the Units:

(1) Except as otherwise provided in this Declaration, abandon the Property or terminate Association activities prior to the expiration of the term provided in the Governing Documents;

(2) Change the allocation of responsibility for maintenance, repair or replacement between the Owners and the Association;

(3) Change the method of allocating Assessments or voting rights among Units;

(4) Sell, convey or otherwise transfer any Association property;

(5) Use the proceeds from an insurance claim or from a settlement or judgment of a legal dispute for any purpose other than to restore the loss or damage for which the recovery was obtained;

(6) Alter or amend the provisions of this Declaration regarding assessment liens, assessment lien priority, insurance, leasing of Units, or repair of the Property following Catastrophic Damage or condemnation;

(7) Except as specifically provided in this Declaration, alter, reconfigure or redefine the boundaries of a Unit, Exclusive Use Common Area, or Common Area;

(8) Approve a substantial alteration to the exterior appearance of the Property; or

(9) Impose any restriction of the free alienation or transferability of a Condominium.

D. **Deadlock**: In the event of a deadlock, the matter shall be resolved as provided in Section 11 and (absent law or a provision of the Governing Documents requiring a particular decision) any arbitrator shall make his/her decision in accordance with what he/she believes to be the course of action most likely to preserve and enhance the Property without placing an unnecessary financial hardship on a particular Owner.

E. **Proxies**: Owners may vote in person or by Proxy. For the purpose of this Section, the following definitions shall apply: (i) "Proxy" means a written authorization Signed by an Owner or the authorized representative of the Owner that gives another Owner or Owners the power to vote on behalf of that Owner; and (ii) "Signed" means the placing of an Owner's name on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the Owner or authorized representative of the Owner. All Proxies shall be filed with the President before the meeting. Every proxy shall be revocable and shall automatically cease upon any of the following events:

(1) Conveyance by the Owner of his/her Condominium;

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(2) Receipt of notice by the President of the death or judicially declared incompetence of the Owner; or

(3) The expiration of eleven (11) months from the date of the proxy or the time specified in the proxy for expiration, not to exceed three years.

Each Owner may vote in person by ballot or by Proxy. Proxies shall not be construed or used in lieu of a ballot. Additional procedural requirements may be imposed by law, and nothing in this Declaration shall be interpreted in a manner that would conflict with applicable legal requirements.

F. **Suspension Of Voting Rights**: During any period an Owner is in default in the payment of an Annual or Special Assessment, the Association may, after notice and hearing, suspend the voting rights of such Owner until such Assessment has been paid. Such rights may also be suspended, after Notice and Hearing, for not longer than thirty (30) days, for every single infraction of a Rule governing the use of the Common Area and facilities.

G. **Teleconferences.** By agreement of the Owners, meetings may be conducted via teleconference, in which the Owners, in different locations, are connected by electronic means, through audio or video, or both, provided that the teleconference meeting protects the rights of the Owners and complies with the provisions of Civil Code Section 4925. Participation by an Owner in a teleconference meeting constitutes presence at that meeting as long as all Owners participating in the meeting are able to hear one another.

4.3 DUTIES OF PRESIDENT. A "President" shall be elected at the initial meeting of the Association and shall serve a term of one (1) year unless terminated for cause as provided in Section 4.6. At the conclusion of the term, an Owner from the Unit with the next highest Unit number shall serve as President for one (1) year unless terminated for cause, and the rotation among the Units shall continue in ascending order annually. The President's duties shall be as provided below.

A. **Maintenance**: The President shall facilitate all maintenance that is the responsibility of the Association by proceeding in the following manner.

(1) The President shall first inspect the repair and maintenance problem and confirm that it does exist.

(2) If he/she reasonably believes that the repair and maintenance problem can be repaired for less than $500, contact an appropriate repair person to schedule the repair, arrange for the repair person to obtain access to the location of the problem, inspect the repair person's work upon completion, pay the repair person out of Association funds. It is expressly provided that neither the President nor any affiliated individual or entity may undertake the work themselves without the prior authorization of a majority of Units.

(3) If he/she believes the problem will cost more than $500 to repair, solicit and obtain at least two bids for the work and present these bids to the other Units for decision in accordance with this Declaration; provided, however, the foregoing requirement for bids and prior consent shall be waived in the case of an Emergency.

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(4) It is expressly provided that unless the President completes repair him/herself with approval as described above, he/she shall not be responsible for improperly completed repairs.

B. **Cleaning**: The President shall arrange and facilitate regular cleaning and maintenance of Common Areas other than Exclusive Use Common Areas.

C. **Accounting**: The President shall maintain proper and complete books of account of the Association at the President's home or principal place of business which shall be open to inspection by any Owner, authorized representative, or other person entitled to inspect such records under this Declaration at any reasonable time. The President shall be responsible for compliance with all Association accounting requirements as prescribed by law and by Section 3 of this Declaration.

D. **Other Duties**: In addition to those duties listed above, the President shall (i) implement all decisions of the Association, and (ii) perform all duties of the Association which do not require a specific decision or authorization by the Association.

4.4 DELEGATION OF PRESIDENT'S DUTIES. The Association may at any time vote to delegate any or all of the above duties to a manager or to committees, officers, or employees of the Association. In the event of delegation to a manager or employee, the President shall retain the duty and authority to supervise the manager or employee.

4.5 NO REQUIREMENT TO ACT AGAINST INTEREST. In the event any duty required of a President involves taking action against the interest of the individual then serving as President, that duty shall be undertaken by an Owner of the Unit next in line for the President's position under the rotation described above.

4.6 REFUSAL/INABILITY TO SERVE AS PRESIDENT. In the event the Owner(s) of one Unit is/are unable or unwilling to act as President during the Unit's rotation, he/she/they shall arrange another Owner to act as President on his/her/their behalf, and shall compensate that Owner in an amount to be negotiated between them. In the event such an agreement cannot be reached, the Owner(s) who is/are unable or unwilling to act as President shall arrange with a manager approved by a majority of Units to provide the required services during his/her/their rotation, and shall be responsible for compensating that manager. Should an Owner fail to make such an arrangement, the Association may do so and the Owner(s) who is/are unable or unwilling to act as President shall be individually and solely responsible for compensating the manager in an amount equivalent to the customary charge by managers for such services. A President may be removed from office for cause, and such President shall be considered "unable to act as President" under this Section.

4.7 ADJUSTMENT OF MONETARY AMOUNTS. All monetary amounts in this Section 4.3 must be adjusted on March 1 of each year, based on the annual average percent change in the CPI-U for the preceding calendar year, as published by the U.S. Bureau of Labor Statistics for the San Francisco-Oakland-San Jose Area.

ARTICLE 5. ASSESSMENTS AND LIENS

5.1 TYPES OF ASSESSMENTS. There are three types of Assessments: Regular Annual Assessments, Special Assessments and Personal Reimbursement Assessments.

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A. **Regular Annual Assessments**. Regular Annual Assessments shall be levied against all Owners to fund the operating and reserve requirements of the Association as projected in the *pro forma* operating budget prepared in accordance with Civil Code Section 5300. If at any time during the fiscal year, the Association determines that the amount of the Regular Annual Assessments is inadequate or excessive, it may revise it for the balance of the fiscal year.

B. **Special Assessments**. Special Assessments may be levied against all Owners to defray (i) the cost of construction, repair or replacement of capital improvements to portions of the Property which the Association is obligated to maintain, (ii) extraordinary expenses of the Association that were not anticipated in the *pro forma* operating budget, or (iii) any other purpose permitted by law.

C. **Personal Reimbursement Assessments**. A Personal Reimbursement Assessment may be levied against any Owner to enforce the Owner's obligations and responsibilities under the Governing Documents.

5.2 USE OF ASSESSMENTS. Revenue raised by Assessments must be used to maintain, preserve and enhance the Property, or to promote the health, safety and general welfare of the Owners.

5.3 DIVISION OF ASSESSMENTS. Other than as set forth in Section 3.7, all Regular and Special Assessments shall be divided among the Owners as follows:

UNIT	FRACTIONAL OBLIGATION
1	1/3
2	1/3
3	1/3

5.4 PAYMENT OF ASSESSMENTS. Regular Annual Assessments shall be assessed against each Owner on the first day of the first month of the fiscal year, and shall be due and payable in equal monthly installments on the first day of each month of the fiscal year, unless the Association adopts some other basis for collection. The Association shall notify each Owner in writing of the amount of the Regular Annual Assessments for the upcoming fiscal year at the same time it distributes the *pro forma* operating budget. In addition, the Association shall notify each Owner in writing of any change in the Regular Annual Assessments or of the levy of any Special Assessment not less than thirty (30) or more than sixty (60) days before the due date of such changed or Special Assessment. The due date for Payment of a Personal Reimbursement Assessment shall be stated in the notice of the assessment and be at least thirty (30) days after notice is given. Assessments are due and payable on their due dates without deduction or offset for any claim an Owner may have against the Association. Each Assessment, together with authorized charges, is the joint and several personal obligation of all Owners of the Condominium against which it is levied. No Owner may exempt him/herself from liability for payment of Assessments.

5.5 DELINQUENT ASSESSMENTS.

A. **Delinquency Timing and Charges**. An Assessment becomes delinquent if payment is not received by the Association within fifteen (15) days after its due date. The Association may impose a late charge of ten percent (10%) or $10.00, whichever is greater, on

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delinquent payments as compensation for additional administrative costs. A late charge may be imposed on each delinquent payment, but may not be imposed more than once on any single delinquent payment. The Association may also recover reasonable costs incurred in collecting delinquent Assessments including reasonable attorney's fees. The Association may also charge interest on delinquent payments, late charges, collection costs, and attorney's fees, at the rate of twelve percent (12%) per annum beginning thirty (30) days after the due date and continuing until the date payment is received.

B. **Repeated Delinquency**. If a Regular Annual Assessment installment is not paid within fifteen (15) days of the due date more than three (3) times during a fiscal year, the Association may declare the entire remaining unpaid balance of the Regular Annual Assessment for that fiscal year immediately due and payable in full by written notice to the Owner.

C. **Assessment Liens**. A penalty, fine, charge or other financial obligation, including costs and expenses of collection, levied by the Association against an Owner as a Personal Reimbursement Assessment for a violation of the Governing Documents may be made a lien against the Condominium of such Owner, but may not be enforced by nonjudicial foreclosure under Civil Code §§2924, 2924(b) and 2924(c) except as allowed by law. The obligation may be enforced by judicial foreclosure or judicial execution once the obligation is reduced to judgment. A lien for delinquent Regular Assessments and Special Assessments, and a lien for delinquent Personal Reimbursement Assessments levied to reimburse the Association for costs associated with the repair of damage for which an Owner, Occupant or invitee is responsible, may be enforced by nonjudicial foreclosure conducted in accordance with the provisions of Civil Code §§2924, 2924(b) and 2924(c). A delinquent Assessment, regardless of type, plus any late charges, interest, costs of collection or related charges may be made a lien on the delinquent Owner's Condominium by recording a notice of delinquent Assessment with the County Recorder. The notice of delinquent Assessment shall contain the information and meet the other requirements of Civil Code §5675. Such a lien may be enforced in any manner permitted by law.

D. **Owner Rights and Remedies**. At least thirty (30) days prior to recording a lien against a Condominium, the Association shall provide to the Owner, by certified mail, a notice ("Owner Notice Of Delinquency") in compliance with Civil Code Section 5660.

(1) The Owner may dispute the debt by submitting to the Association a written explanation of the reasons for his/her dispute. The Association shall respond in writing to the Owner within fifteen (15) days of the date of the postmark of the explanation, if the explanation is mailed within fifteen (15) days of the postmark of the Owner Notice Of Delinquency.

(2) Under certain limited circumstances as described in Civil Code Sections 5670 and 5705(b), an Owner may use alternative dispute resolution process mentioned in that Section to resolve a dispute regarding Assessments.

(3) An Owner may submit a written request to meet with an Owner of each of the other Units, or their representative(s), to discuss a payment plan for the debt. The meeting shall take place within forty five (45) days of the postmark of the request, if the request is mailed within fifteen (15) days of the date of the postmark of the Owner Notice Of Delinquency.

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E. **Homestead Waiver**. Each Owner waives the benefit of statutory debtor protection, including homestead and exemption rights, to the full extent permitted by California and Federal law with respect to enforcement of Assessment liens.

F. **Payment of Delinquent Assessments**. Payment toward a delinquent Assessment shall be credited first to satisfying the Assessment, and then to late charges, collection costs, attorney's fees and interest. Upon payment of the sums specified in the notice, the Association shall promptly record a notice acknowledging satisfaction and releasing the lien. The lien shall not be affected by the sale or transfer (other than through foreclosure on a more senior secured obligation) of the affected Condominium.

5.6 STATUS CERTIFICATE. Upon written request of an Owner, the Association shall provide an Owner with a written statement, signed by an authorized representative of the Association, stating the amount of all unpaid Assessments, fines, penalties, charges and other financial obligations owed to the Association by the Owner as of the date of the statement. The statement shall be conclusively presumed accurate as of its date in favor of any good faith purchaser of a Condominium who relies on it. The Association may charge a reasonable fee for the statement which shall not exceed the actual administrative cost.

ARTICLE 6. OWNER MAINTENANCE AND ALTERATION

6.1 OWNER MAINTENANCE RESPONSIBILITY.

A. **Owner's Unit**. Each Owner shall maintain, repair and replace all elements of his/her Unit in a condition which does not impair the value or desirability of other Condominiums and the Property as a whole.

B. **Owner's Exclusive Use Common Area.** Each Owner shall maintain, repair and replace the following elements of his/her assigned Exclusive Use Common Area in a condition which does not impair the value or desirability of other Condominiums and the Property as a whole.

(1) With regard to interior Exclusive Use Common Area, (i) any finished wall, floor, or ceiling, surfaces which serve only his/her assigned area, and (ii) all elements (except exterior paint) of any door and window, including the opening mechanism, which serve only his/her assigned area.

(2) In the case of exterior Exclusive Use Common Areas designated as P-1, P-3, D-1 and D-2 on Exhibit "B" to this Declaration: the entirety of the improvement including all wood, stucco, concrete or other building material and surface coatings.

(3) In the case of the driveway areas designated as DW-1, DW-2 and DW-3 on Exhibit "B" to this Declaration, each Owner shall keep the surfaces clean and free of oil and waste.

C. **Damage To Other Units Or Common Area**. Each Owner is responsible for the costs of all maintenance, repair or replacement of all areas of the Property necessitated (i) by the acts or omissions of him/herself, his/her guests and invitees (including independent contractors and employees), the Occupants of his/her Unit and the guests and invitees of

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such Occupants, or (ii) as a consequence of the malfunction of any element which the Owner is responsible to maintain. The provisions of this Subsection C are intended to supersede any conflicting provisions of Subsections of 6.1A or B or 6.2A or B.

D. **Consequences Of Owner's Failure To Maintain**. If an Owner fails to satisfy his/her maintenance requirements, the Association may do so and assess any associated expense as a Personal Reimbursement Assessment.

6.2 ASSOCIATION MAINTENANCE RESPONSIBILITY.

A. **Common Area**. The Association shall maintain, repair and replace all Common Area which is not Exclusive Use Common Area in good condition and repair.

B. **Exclusive Use Common Area**. The Association shall maintain, repair and replace all elements of Exclusive Use Common Area which are not required to be maintained by an Owner under Section 6.1B in good condition and repair, including, without limitation, the driveway areas designated as DW-1, DW-2, and DW-3 on Exhibit "B" to this Declaration.

C. **Consequential Damages**. The Association is responsible for the costs of all maintenance, repair or replacement of all areas of the Property necessitated (i) by the conduct and behavior of its invitees (including independent contractors and employees), or (ii) as a consequence of the malfunction of any element which the Association is responsible to maintain. The provisions of this Subsection C are intended to supersede any conflicting provisions of Section 6.1A or B.

6.3 ALTERATION OF UNITS. Without Association approval, an Owner may make alterations or improvements within the interior boundaries of his/her assigned Unit that do not impair the structural integrity or mechanical systems of the Property, impair the value or desirability of any other Unit, or alter the exterior appearance of the Property. All other improvements shall require Association approval. Regardless of whether Association approval is required, prior to making any alteration, an Owner shall (i) obtain all required governmental permits and approvals and (ii) in cases where a building permit is required, provide a copy of the building permit application to at least one Owner of each of the other Units at least ten (10) calendar days before commencing work. Any work, permit required or otherwise, shall require ten (10) calendar days' prior notice and all work shall be conducted within the quiet hours set forth in 7.4 B. of this Declaration.

6.4 ALTERATION OF COMMON AREA. In general, Common Area, including Exclusive Use Common Area, may be physically altered only with Association approval. Notwithstanding the preceding sentence, however, the following alterations of Exclusive Use Common Area are permitted without approval:

A. **Permitted Alterations Of Interior EUCA**. Alterations of Interior Exclusive Use Common Area that do not impair the structural integrity or mechanical systems of the Property, impair the value or desirability of any Condominium, alter the exterior appearance of the Property, or substantially change the usage of the space.

B. **Permitted Alterations Of Exterior EUCA**. An Owner may alter his/her assigned exterior Exclusive Use Common Area that do not impair the value or desirability of any portion of the Property, substantially change the usage of the space, or involve the installation or

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attachment of anything to the Property such as a screen, cover, awning, hot tub, spa or fence.

C. **Signs.** Display of (i) non-commercial signs, posters, flags or banners which the Association is required by law to permit and (ii) "For Sale" or "For Rent" signs that do not exceed nine (9) square feet in size on portions of the Common Area designated by the Association. All other signs, posters, flags or banners require Association approval.

D. **Antennae; Satellite.** Any Owner shall be permitted to install antennae or satellite dishes on the roof provided: (i) the location of any installation shall be determined by the Association; and (ii) the antennae or satellite dish shall have a diameter or diagonal measurement not to exceed thirty six inches (36") ("Maximum Approved Measurement"). Installation of antennae or satellite dishes meeting the criteria of the Maximum Approved Measurement shall be in accordance with all Governmental Regulations and all satellite dishes shall be mounted on a weighted metal frame with a roof protection pad; shall not be mounted to any plumbing or venting pipes; and, to the extent possible, all cables shall be run along the interior piping for the applicable Unit. To the extent cables are required to run along the exterior of the building, the location of the cables shall require advance approval of the Association prior to installation. In addition, the Owner installing such antennae and/or satellite dish shall be responsible for all costs associated with installation, including, but not limited to, necessary engineering and alterations of the adjacent areas of the Property, and all subsequent additional maintenance costs occasioned by the presence of the alterations. The installing Owner shall indemnify the Association and all Owners from and against any losses, claims, and damages in connection with the installation, maintenance, and use of the antennae or satellite dish.

Repair or replacement of building elements with items of similar color, material, and design shall not be deemed an "alteration." Before making any alteration, regardless of whether approval is required, an Owner shall (i) obtain all required governmental permits and approvals and (ii) in cases where a building permit is required, provide a copy of the building permit application to at least one Owner of each of the other Units at least ten (10) calendar days before commencing work.

6.5 ALTERATION APPROVAL PROCEDURES.

A. **Application For Alteration Approval.** Owners wishing to make alterations requiring Association approval shall call a Special Owner Meeting in accordance with the notice and agenda requirements of this Declaration. The meeting notice shall include a description of the proposed alteration, including, as appropriate, its shape, height, width, elevation, materials, color, location and such further information as may be necessary to allow the Association to evaluate it fully. Upon the reasonable request of any Owner made at the meeting, the applicant shall provide (i) a set of construction drawings prepared by an architect and/or engineer licensed by the State of California, and/or (ii) a certificate by an architect or engineer licensed by the State of California stating that the alteration (i) will not impair the structural integrity of any part of the Property, and (ii) will not interfere with any Utility. When such a request is made by an Owner, the applicant shall be notified in writing. The applicant shall then call another Special Owner Meeting in accordance with the notice and agenda requirements of this Declaration when he/she can comply with the request, including the newly requested information in the meeting notice.

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B. **Association Decision**. Decisions regarding alteration approvals shall be made by Owner vote. Alterations shall require majority approval unless they fall within one of the categories of decisions requiring unanimous approval under this Declaration. Decisions shall be made at the first Owner Meeting at which all requested information has been provided, except that, upon the request of any Owner, such meeting may be continued for up to thirty (30) days for further investigation and consideration, in which case the decision shall be made by the conclusion of the continued meeting. The President shall notify the applicant in writing of the Association decision. If the President fails to notify the applicant in writing of its decision within this time frame, the application shall be deemed approved. If a proposed change is disapproved, the written decision shall include an explanation of why the proposed change is disapproved.

C. **Standards For Association Decision**. The Association decision must be made in good faith and may not be unreasonable, arbitrary, or capricious. The Association shall approve an alteration only if it makes an affirmative finding that the alteration (i) will not impair the structural integrity of any part of the Property, (ii) will not interfere with any Utility, (iii) is consistent with the Governing Documents and all Governmental Regulations, (iv) will not detract from the appearance, harmony, attractiveness and enjoyment of the Property, and (v) will not impose an unreasonable maintenance burden on the Association. The approval or disapproval of an alteration shall not be deemed a waiver of the Association's subsequent right to approve or disapprove a similar alteration or any other matter.

D. **Proceeding With Approved Work**. Upon approval of an alteration, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within one (1) year from the date of the approval. If the Owner fails to comply with the provisions of this Subsection, the approval given shall be deemed revoked unless the Association extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Association finds that there has been no change in the circumstances under which the original approval was granted.

6.6 INSPECTION AND NONCOMPLIANCE. Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to all Owners. Any Owner, following Reasonable Entry Notice, may inspect any work performed on the Property to ensure it is done in accordance with this Article, regardless of whether approval was required or granted, and regardless of whether notice of completion was required or given. If, as a result of an inspection, an Owner finds a violation of this Article, he/she may notify the violating Owner in writing of the violation. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy it. If the Owner fails to remedy the non-compliance in accordance with the provisions of the notice, then, after the expiration of thirty (30) days from the date of the notice, the Owner who discovered the alleged non-compliance shall call a Special Owner Meeting in accordance with the notice and agenda requirements of this Declaration to consider the Owner's continuing non-compliance. At the meeting, if a majority of all Owners finds that there is no valid reason for the continuing non-compliance, the Association shall require the violating Owner to remedy it within a period of not more than forty-five (45) days from the date of the ruling. At any time within such period, the Association, upon vote of a majority of all Owners, may choose not to wait for the violating Owner to act, and instead may act on its own to remedy the non-compliance, and assess any associated costs against the Owner as a Personal Reimbursement Assessment. The Association, upon vote of a majority of all Owners, may also cause a notice of nonresponsibility for mechanics' liens to be recorded and posted as specified in Civil Code §3094.

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ARTICLE 7. USAGE COVENANTS AND RESTRICTIONS

7.1 CONDOMINIUM USE. The Property shall be solely for residential use except that an Occupant may engage in a professional or administrative occupation within the Property if (i) there is no external evidence of business activity, (ii) it conforms to all applicable Governmental Regulations, and (iii) it is merely incidental to the use of the Unit as a residence. No tent, trailer, garage or structure of a temporary character may be used at any time as a residence anywhere on the Property.

7.2 OCCUPANCY LIMITATIONS. The maximum number of adult Occupants permitted in a Unit shall be twice the number of legal bedrooms.

7.3 PARKING AND USE OF MOTOR VEHICLES.

A. Parking spaces shall be used solely for parking of motor vehicles, motorcycles, and bicycles. No commercial vehicle or recreation vehicle (including camper unit, motor home, trailer, bus or boat) shall be parked or stored on the Property. The parking area shall not be used for living, storage or business purposes. No person shall park a motor vehicle anywhere on the Property other than in his/her assigned garage area as designated on Exhibit "B" to this Declaration.

B. Each Owner shall keep his/her designated parking area and driveway area neat and clean and shall immediately remove any oil, grease or other waste emitted from his/her motor vehicle. Any vehicle determined by the Association to emit offensive levels of exhaust pollution, oil, grease or noise shall not be permitted to parked at the Property. Each Owner and Occupant shall indemnify, defend and hold harmless the Association and its officers, manager, employees, and other Owners and Occupants against any and all loss, cost or liability including attorney's fees, arising out of claims related to his/her ownership, maintenance or use of motor vehicles on the Property. The Association, an Owner, or person in lawful possession of a Unit may remove any motor vehicle wrongfully parked on the Property at the vehicle owner's expense provided such removal complies with all aspects of Governmental Regulation including Vehicle Code Section 22568. Each Owner shall be deemed to have the authority of the Association to do so. Neither the Association nor the removing Owner shall be liable for any damages or loss suffered by the vehicle owner as a consequence of removal unless such damage or loss resulted from negligence of the Association or the removing Owner.

7.4 NUISANCE.

A. No person shall use any part of the Property in a way that unreasonably interferes with the quiet enjoyment of an Occupant, or which is noxious, illegal, seriously annoying or offensive to a person of reasonable and normal sensitivity. There shall be no exterior fires except in barbecue receptacles designed for that purpose. No activity may be carried on that adversely affects insurance coverage or rates on the Property. No Occupant shall do or permit anything to be done which is in violation of a Governmental Regulation or which will or may decrease the attractiveness, desirability or value of the Unit or the Property as a whole.

B. Without limiting the generality of the preceding Subsection, all Occupants specifically agree to use reasonable efforts to minimize noise and disruption to other Occupants. Loud noise is prohibited from 10:00 P.M. until 8:00 A.M. every day. Loud noise is defined as anything that is disturbing to Occupants including but not limited to washer/dryers,

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kitchen appliances, stereos, televisions, excessive footfalls, and musical instruments, but shall not include noise generated by children under the age of eight (8).

C. Within thirty (30) days of a request from an Occupant in an adjacent Unit, each bedroom, of such adjacent Unit, shall be eighty percent (80%) carpeted over padding.

7.5 ANIMALS. No animals except domestic dogs and cats, fish and birds, rodents, and reptiles in cages shall be permitted to be kept in a Unit. The Occupants of a particular Unit may collectively keep not more than two (2) non-caged four-legged pets. Permitted animals shall not be kept, bred, or raised for commercial purposes. All Occupants who keep pets on the Property (i) shall keep such pet under reasonable control at all times, (ii) shall keep any dog on a hand-held leash when outside a Unit, including, without limitation, the rear yard of the Property, (iii) shall immediately clean up after such pet, (iv) shall be liable for any damage to persons or property proximately caused by such pet; and (vi shall indemnify and hold harmless the Association and all Parties against any and all loss, cost or liability, including attorney's fees, arising out of claims related to such pet. Dogs shall only be permitted off-leash in the rear yard of the Property upon prior approval of the Owners.

7.6 GARBAGE DISPOSAL. Unless other arrangements are approved by the Association and made with a scavenger service, each Occupant is responsible for the timely placement of his/her trash, recycling, and compost in the appropriate receptacles designated for such purpose, at the curb for pickup and for retrieving associated receptacles within twelve (12) hours after pickup. Equipment for the storage or disposal of trash, recycling, and compost shall be kept in a clean and sanitary condition and shall be kept only on the portion of the Common Area approved for this purpose by the Association. Each Owner shall indemnify and hold the Association harmless from and against any liabilities and associated fines for failure to comply with the provisions of this Section 7.6.

7.7 RIGHT TO LEASE. No Owner may rent a Condominium for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days, or any rental if the Occupants are provided customary hotel services such maid service, furnishing laundry and linen. Subject to these restrictions, an Owner may lease his/her Condominium, provided the lease is in writing, with a copy of the lease delivered to the Association and a copy of Article 7 of this Declaration attached to the lease, and the following language, or its reasonable equivalent, contained within the lease: "Tenant(s) agree to be bound by all applicable provisions of the attached Article 7 to Declaration of Covenants, Conditions and Restrictions". An Owner shall be responsible for a tenant's compliance with the Governing Documents.

7.8 STORAGE. No one may store any item in the Common Area without approval of the Association. Within Exclusive Use Common Areas designated for storage Owners may store non-hazardous materials provided such materials are organized in a manner which does not create a fire hazard or impair or significantly diminish the value of desirability of the Property or a Condominium. Any item stored in Common Area without explicit, written, prior approval may be removed from such space without prior notice or hearing or any kind, and disposed of, and the reasonable cost of such removal and disposal shall be levied by the Association against the Occupant who stored such items. Neither the Association, nor anyone acting on behalf of the Association shall have any liability as a result of exercising the rights provided under this Section. The fact that items have been allowed to be improperly stored in a particular location for an extended period shall not diminish or otherwise affect the application of the provisions of this Section or impose additional duties or responsibilities on the Association with regard to the removal of such items.

7.9 WINDOW COVERINGS. Unless otherwise approved by the Association, all window coverings visible from the street or Common Area shall be of a material and type commonly used for window covering and shall require prior written approval of the Association.

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7.10 GARAGE SALES. Rummage sales, garage sales or flea market sales of any kind are prohibited on the Property without the prior written approval of the Association.

7.11 CLOTHESLINES. Clotheslines shall be prohibited in the Common Area rear yard of the Property and on Exclusive Use Common Area decks without the prior written approval of the Association.

7.12 DELEGATION OF RIGHTS. An Owner may delegate his/her rights of use and enjoyment in the Property, to members of his/her family, guests, and other Occupants. If an Owner has rented the Owner's Condominium, the tenant, while occupying such Unit, is entitled to the same rights as the Owner, and can delegate those rights in the same manner as if such tenant were the Owner of such Condominium.

ARTICLE 8. INSURANCE

8.1 GENERAL LIABILITY INSURANCE. The Association shall maintain an insurance policy insuring the Association, its officers and the Owners against public liability incident to ownership and use of the Property. The limits of coverage shall not be less than two million dollars ($2,000,000) per incident of injury, death and property damage. The policy shall contain a severability of interest endorsement precluding the insurer from denying coverage to a named insured because his/her act or omission created liability in favor of another insured. The policy shall also contain a contractual liability endorsement.

8.2 OFFICERS' LIABILITY INSURANCE. The Association shall maintain an insurance policy insuring the Association and its officers against liability arising out of acts or omissions in their capacity as agents of the Association. The limits of coverage shall not be less than five hundred thousand dollars ($500,000) per incident. The policy shall provide prior acts coverage.

8.3 FIRE AND CASUALTY INSURANCE. The Association shall maintain a policy of fire and casualty insurance providing multi-peril coverage for all portions of the Property which the Association is obligated to repair and for all Association property. The limits of coverage shall not be less than full current replacement cost and shall include an agreed amount endorsement.

8.4 OTHER INSURANCE. The Association may acquire such additional insurance, coverage or limits as it deems advisable. The Association may maintain a fidelity bond or equivalent insurance on all individuals handling Association funds. If the Association has employees, it shall maintain workers' compensation insurance as required by law.

8.5 GENERAL POLICY REQUIREMENTS. Each Association insurance policy shall (i) name the Association as trustee for policy benefits payable to the Owners, (ii) provide a waiver of subrogation rights against the Association, its officers and the Owners, (iii) state that coverage be primary and not affected by any other insurance held by an Owner, and (iv) require that at least thirty (30) days prior written notice be given to the Association by the insurer before cancellation. The Association's insurance shall be written by an insurance company qualified to do business in California with a rating of at least an "A" by Best's Insurance Reports or equivalent.

8.6 REVIEW OF INSURANCE POLICIES. All policies of insurance shall be reviewed at least annually and adjusted, if necessary, to provide such coverage and protection as the Association may deem prudent or as reasonably required by any Mortgagee.

8.7 NOTICE OF CHANGE IN INSURANCE COVERAGE. The Association shall notify the Owners by first-class mail as soon as reasonably practical if any of its insurance policies: (i) lapses or is

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canceled and is not immediately renewed, restored or replaced; (ii) will undergo significant change such as a reduction in coverage or limits, or an increase in the deductible; or (iii) is subject to a notice of nonrenewal and replacement coverage will not be in effect at the time the existing coverage will lapse.

8.8 INABILITY TO OBTAIN INSURANCE. If the insurance required by the Governing Documents is difficult, impractical or unduly expensive to obtain, the Association shall obtain insurance as nearly equivalent to the required insurance as is reasonably available.

8.9 OWNER'S INSURANCE. Each Owner or, in the case of a leased or rented Unit, the Occupants of the Unit, must obtain and maintain insurance covering his/her personal liability, separate interest and personal property.

8.10 CASUALTY INSURANCE DEDUCTIBLES AND PROCEEDS. The deductible payable in the event of a loss shall be paid by the person(s) or entity responsible for maintenance at the point of origin of the physical damage. The person(s) or entity that pays the deductible shall have the right to recover such amount from any party responsible for the loss. Proceeds from Association insurance received as a consequence of damage or loss to a portion of the Property which an Owner must maintain shall be distributed to that Owner. If the proceeds are insufficient to complete the work, the Owner shall pay the additional amounts.

ARTICLE 9. DAMAGE/DESTRUCTION/CONDEMNATION

9.1 CATASTROPHIC DAMAGE. As used in this Section, "Catastrophic Damage" means sudden and unexpected physical damage to portions of the Property which the Association is obligated to maintain.

A. Obtaining Bids/Determining Funds Availability. As soon as practical after any event causing Catastrophic Damage, the Association shall (i) determine the amount of all funding available for repair from Association funds and insurance proceeds, and (ii) obtain two or more written repair bids from separate licensed contractors. Repair bids shall include at a minimum a detailed scope of work, a fixed or not-to-exceed contract price, a completion date and a provision for adequate insurance coverage by the contractor.

B. Decision To Rebuild. Provided that repairing the damaged areas of the Property would not necessitate a Special Assessment of more than seventy five thousand dollars ($75,000) on any Owner, the Association shall repair, and any difference between the total funds available and the actual repair cost shall be imposed as a Special Assessment. If repair would necessitate a Special Assessment of more than seventy five thousand dollars ($75,000) on any Owner, the Association shall not repair unless all such Owners vote to do so. If the Association does not repair, it shall sell the entire Property in its then existing condition on the best available terms. The sale proceeds together with any insurance proceeds shall then be distributed as provided in Section 9.3. If the Association fails to sell the Property within a reasonable period of time, any Owner may bring an action for judicial partition.

C. Repair Work. All individuals or entities performing repairs of Catastrophic Damage for the Association shall (i) hold all licenses legally required for such repairs and (ii) enter into a written contract with the Association which satisfies all of the requirements for repair bids specified in Subsection A. The Association shall ensure that repairs are diligently pursued to completion in accordance with best construction practices prevailing

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in the locale at the time the work is done. Payment and performance bonds shall be required in repair contracts exceeding one hundred thousand dollars ($100,000).

D. **Emergency Repair**. The Association may make repairs or take any other necessary action in an Emergency without first complying with the provisions of this Article.

E. **Certification Of Intention**. If the Association decides, by affirmative act or failure to act, to sell the Property rather than repair Catastrophic Damage, it shall promptly notify an Owner of each Unit in writing of the decision and record a certificate reciting that fact with the County Recorder.

F. **Revision Of Documents**. If the Association decides, by affirmative act or failure to act, not to repair Catastrophic Damage, the Association shall have the power and authority to execute and record, on behalf of itself and the individual Owners, all necessary documents to show the altered status of the Property, including but not limited to a revised Exhibit "B".

9.2 CONDEMNATION. Each Owner hereby grants the Association an irrevocable power of attorney to represent the Owner in any condemnation or eminent domain negotiation or proceeding, whether or not a civil action has been started. The proceeds from a taking of two or more Condominiums or of the Common Area by eminent domain shall be distributed as provided in this Declaration.

9.3 DISTRIBUTIONS. All proceeds from insurance, liquidation, or condemnation relating to two or more Condominiums or the Common Area shall be paid to the Association for the benefit of the Owners and their mortgagees. To the extent proceeds from insurance or condemnation have been allocated among affected Units and Common Area by the paying entity, the Association shall distribute such funds in accordance with that allocation. Otherwise, the Association shall distribute these funds to the affected Owners based upon the relative value of the affected Owners' Condominiums. Relative value shall be determined through an appraisal process as follows:

A. The Association shall retain three (3) appraisers meeting the following requirements: (i) having at least two (2) years' experience appraising real estate similar to the Property in the area where the Property is located, (ii) holding a valid real estate sales, brokerage or appraisal license, (iii) having no prior business or personal relationship with any Owner, and (iv) agreeing in writing to complete his/her appraisal within fourteen (14) calendar days of retention.

B. The Association shall instruct each appraiser to determine the fair market value of each Condominium involved in the relative valuation. The appraisers shall base their valuations on the physical conditions which existed on the date immediately preceding the destruction or other event triggering the need for valuation.

C. Upon receiving the valuations of all appraisers, the Association shall disregard the lowest and highest appraisal for each Condominium. The Association shall then use the remaining appraisal for each Condominium to determine the relative values.

If any Owner owes money to the Association at the date of the disbursement, the amount owned shall be subtracted from the amount to be disbursed to that Owner.

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ARTICLE 10. MORTGAGE PROTECTION

10.1 SUBORDINATION. Any lien created or claimed under this Declaration is subject and subordinate to the rights of any previously recorded Mortgage secured by the same Property made in good faith and for value; and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such Mortgage unless the Mortgagee expressly subordinates its interest, in writing, to such lien. On foreclosure of a previously recorded Mortgage, the foreclosure-purchaser shall take title free of any Assessment liens and shall be obligated to pay only assessments or other charges levied or assessed by the Association that became due or payable on or after the foreclosure-purchaser acquired title. The subsequently levied assessments or other charges may include previously unpaid assessments, provided all Owners including the foreclosure-purchaser and his successors and assigns are required to pay their proportionate share.

10.2 FIRST REFUSAL INAPPLICABLE TO MORTGAGEE. Any right of first refusal or option shall not bind a Mortgagee and shall not impair the rights of a Mortgagee (i) to foreclose or take title to pursuant to the remedies provided in the Mortgage, (ii) to accept a deed (or assignment) in lieu of foreclosure in the event of default under the Mortgage, or (iii) to sell or lease a separate interest acquired by the Mortgagee following a Mortgage default.

10.3 MORTGAGEE RIGHT TO FURNISH INFORMATION. Any Mortgagee can furnish information to any Owner concerning the status of any Mortgage.

10.4 FORMER OWNER IN POSSESSION FOLLOWING FORECLOSURE. A former Owner who loses title by foreclosure but remains in possession shall be bound by the Governing Documents as long as he/she remains in possession, but shall have no obligation to pay Assessments accruing after the date title is transferred.

10.5 MORTGAGEE PRIORITY IN DISTRIBUTION OF PROCEEDS. Each Mortgagee shall have priority over the rights of the Owner of the mortgaged property in case of a distribution to the respective Owner of insurance proceeds or condemnation awards for losses to or a taking of such Owner's interest in the Property. Any provision to the contrary in the Governing Documents is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected Mortgagees, naming such Mortgagees as their interests may appear.

10.6 MORTGAGEE APPROVAL REQUIREMENTS. The prior written consent (or deemed consent as provided below) of Mortgagees holding first (1st) mortgages on at least fifty-one percent (51%) of all separate interests encumbered by Mortgages shall be required to take any of the following actions:

A. Except as otherwise provide in this Declaration for cases of Catastrophic Damage, use hazard insurance proceeds for a purpose other than the repair, replacement, or reconstruction, abandon the Property, or terminate the Association;

B. Change the method of determining the obligations, assessments, dues, or other charges that may be levied against an Owner, or to change the pro rata interest or obligations of any Owner for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or for determining the pro rata share of ownership of each Owner in the Common Area;

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C. Abandon, partition, subdivide, encumber, sell or transfer the Common Area (but the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Association or the Owners shall not be deemed to be a transfer within the meaning of this clause);

D. Fail to maintain fire and extended coverage insurance on insurable property owned by the Association, including any Common Area improvements, in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost; and

E. Materially amend any provision of the Governing Documents that are for the express benefit of Mortgagees.

Any Mortgagee who receives a written request to consent to additions or amendments requiring consent under this provision who does not deliver or post to the requesting party a negative response within thirty (30) days after such receipt shall be deemed to have consented to such request.

10.7 MORTGAGEE NOTICE RIGHTS. Each Mortgagee shall be entitled to written notice of the following:

A. The occurrence of loss, casualty, condemnation or eminent domain which decreases the value of the property encumbered by its Mortgage by more than fifty percent (50%) of its fair market value immediately prior to the occurrence;

B. Any 60-day delinquency in the payment of Assessments by, or Association commencement of judicial or nonjudicial foreclosure proceedings to enforce payment of delinquent obligations owed under the Governing Documents against, the Owner of its encumbered property; and

C. Any lapse or cancellation of any Association insurance policy.

Failure of a Mortgagee to receive the notice required by this Section shall not be construed to benefit an Owner or to impede the Association in enforcing the Governing Documents.

10.8 MORTGAGEE INFORMATION RIGHTS. A Mortgagee is entitled to obtain the same information as an Owner from the Association upon written request and payment of required fees.

10.9 MORTGAGEE RIGHT TO APPEAR AT MEETINGS. Because of its financial interest in the Property, any Mortgagee may appear (but cannot vote, except as otherwise provided hereunder), at meetings of Owners to draw attention to violations of this Declaration that have not been corrected or that have been made the subject of remedial proceedings or assessments.

ARTICLE 11. GENERAL PROVISIONS OF DECLARATION

11.1 AMENDMENT OF DECLARATION. This Declaration may be amended with the approval of a majority of Units provided that the amendment would not effectively circumvent more specific voting requirements within the document.

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11.2 CERTIFICATION OF APPROVAL AND RECORDATION. An amendment of this Declaration shall become effective when an authorized officer of the Association has executed and recorded with the County Recorder both (i) the amendment and (ii) a notarized certificate stating that the required number of Units have approved the amendment. The Association shall distribute a copy of the amendment to an Owner of each Unit as soon as it becomes effective.

11.3 MANNER OF PROVIDING NOTICES, DOCUMENTS AND REPORTS.

A. Individual Notice. A notice, document or report permitted or required by the Governing Documents shall be in writing and shall be delivered one of the following methods: (i) first-class mail, postage prepaid, registered or certified mail, express mail or overnight delivery by an express service carrier or (ii) email, facsimile, or other electronic means, if the recipient has consented in writing to that method of delivery (which consent may be revoked in writing by the recipient). Delivery of the notice, document or report shall be deemed to be complete: (i) if delivered by mail upon the date of deposit in the United States mail (first-class, registered or certified), postage prepaid or to an overnight or express service carrier and addressed to the current or, if unavailable, to the last known address of the person to be notified, or (ii) when permitted by law and consented to by the recipient, by electronic transmittal at the time of transmission. When a Unit is owned by more than one individual, a transmittal to any of them shall be deemed a transmittal to all of them. When several Occupants share a Unit, a transmittal to any of them shall be deemed a transmittal to all of them.

B. Association Notice. A notice, document or report permitted or required to be given to the Association shall be given to the President. A document may be delivered by: (i) e-mail, facsimile or other electronic means where the Association has assented to that method of delivery; (ii) by personal delivery is the Association has assented to that method of delivery, which shall require the Association to provide a written receipt acknowledging receipt of such document; or (iii) by first-class mail, postage prepaid, registered or certified mail, express mail or ovemight delivery by an express service carrier. Delivery of the notice, document or report shall be deemed to be complete: (i) if delivered by mail upon the date of deposit in the United States mail (first-class, registered or certified), postage prepaid or to an overnight or express service carrier and addressed to the current or, if unavailable, to the last known address of the person to be notified, or (ii) when permitted by law and consented to by the recipient, by electronic transmittal at the time of transmission.

C. General Notice. A notice requiring general notice shall be in writing and provided by one or more of the following methods: (i) any method provided by "Individual Notice" as set forth in 11.3 A, (ii) inclusion in a billing statement, newsletter or other document that is delivered to all Owners, or (iii) posting the printed document in a prominent location that is accessible to all Owners as designated by the Association in its annual policy statement. Notwithstanding the foregoing, if an Owner requests to receive general notices by individual delivery, all general notices shall be delivered to that individual in accordance with the provisions of 11.3A.

11.4 DISPUTE RESOLUTION.

A. Internal Procedure. In any dispute between the Association and an Owner which is not governed by the Owner discipline procedures described in Section 3.2, the alteration approval procedures described in Section 6.5, or the alteration non-compliance procedures described in Section 6.6, either party may request the other party to meet and

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confer in an effort to resolve the dispute. The request shall be in writing. An Owner may refuse such a request, but the Association may not. When a meet and confer request is accepted, the Association shall designate a representative to meet and confer, and the Owner and designated representative shall meet promptly at a mutually convenient time and place. The designated representative must make him/herself available for the meeting within thirty (30) days of the meet and confer request by an Owner. At the meeting, the parties shall explain their positions to each other, and confer in good faith in an effort to resolve the dispute. If the dispute is resolved, it shall be memorialized in writing as an agreement, and signed by the Owner and the designated representative. Such an agreement shall bind the Owner and the Association, and shall be judicially enforceable (subject to the binding arbitration requirements of this Declaration), provided (i) it is not in conflict with law or the Governing Documents, and (ii) it is either consistent with the authority granted by the Association to the designated representative or is later ratified by the Association. An Owner shall not be charged a fee to participate in this process. Neither an Owner nor the Association shall be required to participate in this process if the dispute is related to Owner discipline subject to the procedural requirements of Section 3.2, alteration approval subject to the procedural requirements of Section 6.5, or alteration non-compliance procedural requirements of Section 6.6.

B. **Mediation**. Mediation is a voluntary informal attempt to resolve a dispute with the help of a neutral individual who has no decision-making authority. All parties agree to attempt in good faith to resolve any dispute related to this Declaration or to the Property through mediation. Any party desiring mediation shall notify all other parties of such desire, including within such notice the name and address of a neutral mediator with at least two (2) years' experience mediating real estate disputes, and a proposed time and date for the mediation. If any party is unable to attend the mediation at the proposed date, time and place, he/she may arrange an alternative acceptable to all other parties provided the alternative date is within seven (7) days of the originally proposed date. All properly notified parties agree to appear for the mediation. Unless otherwise agreed by the parties, costs of mediation shall be paid by the party desiring mediation. Any Owner may petition a court of competent jurisdiction for an order compelling appearance at mediation, and the court shall award all expenses, including attorney fees, incurred by a party so petitioning unless it finds that the party against whom the petition is filed acted with substantial justification or that other circumstances make the imposition of such expenses unjust.

C. **Arbitration**. Arbitration is a voluntary or mandatory method of resolving a dispute by delegating decision-making authority to a neutral individual or panel. Except as otherwise provided in this Declaration or required by law, any dispute relating to the Governing Documents shall be resolved through mandatory binding arbitration by the American Arbitration Association or another private arbitration service or individual acceptable to all parties. Any party affected by a dispute may initiate arbitration by written demand. All parties shall pursue arbitration to a conclusion as quickly as possible and conclude every case within six (6) months from the date of the initial written demand for arbitration. Arbitrators shall have discretion to allow the parties reasonable and necessary discovery in accordance with Code of Civil Procedure §1283.05, but shall exercise that discretion mindful of the need to promptly and inexpensively resolve the dispute. If a party subject to the Governing Documents refuses to proceed with or unduly delays the arbitration process, any other party may petition a court for an order compelling arbitration or other related act, and shall recover all related expenses, including attorney fees, unless the court finds that the party against whom the petition is filed acted with substantial justification or that other circumstances make the recovery of such expenses

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unjust. An arbitration award may be entered as a court judgment and enforced accordingly.

D. **Special Disputes**. The following matters are not subject to the mandatory binding arbitration provisions of this Declaration; however, litigation relating to these matters shall be subject to the altemative dispute resolution requirements of Civil Code Section 5925 et. seq., as applicable:

(1) An attempt to recover possession of real property through an unlawful detainer;

(2) Except as specifically provided in Civil Code Section 5658, enforcement of an obligation to pay an Assessment;

(3) A Partition pursuant to Civil Code Section 4610;

(4) A claim for bodily injury or wrongful death; and

(5) Recordation of a notice of pending action, or an order of attachment, receivership, injunction or other provisional remedy which may provide interim protection pending an arbitration proceeding.

11.5 OWNER'S ACCOUNTABILITY. Each Owner is responsible to the Association for the conduct and behavior of Occupants of the Owner's Unit, including but not limited to violations of the Governing Documents.

11.6 INDEMNIFICATION. Absent gross negligence, intentional misconduct or fraud, the Association shall indemnify its officers to the fullest extent permitted by law against all liability and expenses, including reasonable attorney's fees, arising out of a claim based upon a wrongful act or omission in the scope of their duties on behalf of the Association. The Association shall approve or disapprove the indemnity, and may advance expenses, in accordance with Corporations Code §7237.

11.7 COSTS AND ATTORNEY'S FEES. The party who prevails in an arbitration, civil action or other proceeding to enforce or interpret the Governing Documents shall be entitled to recover all costs and expenses, including reasonable attorney's fees, but the arbitrator, judge or other decision maker shall have final discretion to allocate such costs and expenses between the parties in a manner that will accomplish substantial justice.

11.8 TERM OF DECLARATION. This Declaration shall continue for a term of fifty (50) years from the date it is recorded unless superseded or terminated sooner. The term shall be automatically extended for successive periods of ten (10) years, unless the Association is terminated, and it records with the County Recorder a notice of termination prior to the commencement of the next period.

11.9 NOTICE OF TRANSFER. An Owner who transfers any interest in a Condominium, whether by lease, sale, gift, exchange or otherwise, shall promptly notify the Association in writing of the name and address of the transferee, the nature of the transfer, the date of transfer and such other information regarding the transfer as the Association may request.

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11.10 ADDITIONAL GENERAL PROVISIONS. Any uncertainty or ambiguity in the Governing Documents shall be resolved by reference to the following rules of interpretation: (i) the provisions of the Governing Documents shall be liberally interpreted to facilitate the operation of a common interest development and liberally interpreted to preserve and protect the general plan established for mutual and common benefit of all Owners, and (ii) a more specific provision shall prevail over a more general one. In the event of an inconsistency between this Declaration and Exhibit "B", this Declaration shall control. In the event of an inconsistency between this Declaration and the Rules, the Declaration shall control. Each provision of the Governing Documents is independent and severable, and may be enforced even though another provision may be unenforceable. References to particular statutes of the State of California shall include any amendment of the statute. If a particular statute is repealed, reference to the statute shall include another statute which thereafter governs the same subject.

_____

Robin Hubinsky DATE

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____, _____Notary Public,
(here insert name and title of the officer)

personally appeared _____

_____

_____

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

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

WITNESS my hand and official seal.

_____
Name (typed or printed), Notary Public in

and for said County and State

(Seal)

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CERTIFICATE CONSENTING TO THE RECORDATION OF THE DECLARATION AND THE CONDOMINIUM PLAN

The undersigned parties hereby state that: (i) we are the only owners of the real property included within the subdivision shown on Exhibit "B" to this Declaration; (ii) that we are the only persons whose consent is necessary to pass clear title to the Property; (iii) that we consent to the recording of this Declaration and the Condominium Plan.

Robin Hubinsky 1/21/16

Robin Hubinsky DATE

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

STATE OF CALIFORNIA
COUNTY OF San Francisco

On January 21, 2016, before me, S. Krzywonos Notary Public,
(here insert name and title of the officer)

personally appeared Robin Hubinsky

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

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

WITNESS my hand and official seal.

S. Krzywonos
Name (typed or printed), Notary Public in

and for said County and State

S. KRZYWONOS
Commission # 2060549
Notary Public - California
San Francisco County
My Comm. Expires Mar 9, 2018

(Seal)

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RECEIVED
JAN 2 2 2016
Comm. Dev. Dept. Brisbane

ORDER NO. : 0224038118-CB

EXHIBIT A

The land referred to is situated in the County of San Mateo, City of Brisbane, State of California, and is described as follows:

Lots 5 and 6 in Block 8, as shown on that certain Map entitled "Amended Map of Subdivision Nos. 1, 2 & 3 of City of Visitacion-California", filed on October 14, 1908 in Book 6 of Maps at Page (s) 45.

APN: 007-282-020
JPN: 027-028-282-02

OLD REPUBLIC TITLE COMPANY

601 California Street, Suite 900
San Francisco, CA 94108
(415) 421-9770 Fax: (415) 788-4237

PRELIMINARY REPORT

AMENDED

Our Order Number 0224038118-CB

124 San Bruno Avenue
Brisbane, CA 94005

Attention: ROBIN HUBINSKY

When Replying Please Contact:

Cidney Bryan
CBryan@ortc.com
(415) 421-9770

Buyer:

ROBIN HUBINSKY

Property Address:

124 San Bruno Avenue, Brisbane, CA 94005

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of November 19, 2015, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0224038118-CB
AMENDED

The form of policy of title insurance contemplated by this report is:

Homeowners Policy of Title Insurance - 2013; and ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Robin Hubinsky and Brendan F. Frost, wife and husband as community property with right of survivorship

The land referred to in this Report is situated in the County of San Mateo, City of Brisbane, State of California, and is described as follows:

Lots 5 and 6 in Block 8, as shown on that certain Map entitled "Amended Map of Subdivision Nos. 1, 2 & 3 of City of Visitacion-California", filed on October 14, 1908 in Book 6 of Maps at Page (s) 45.

APN: 007-282-020
JPN: 027-028-282-02

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2015 - 2016, as follows:

Assessor's Parcel No	:	007-282-020	
Code No.	:	018-007	
1st Installment	:	$3,128.53	NOT Marked Paid
2nd Installment	:	$3,128.53	NOT Marked Paid
Land Value	:	$266,421.00	
Imp. Value	:	$266,421.00	

NOTE: Owing to the volume of payments received by the County Tax Collector at this time, the taxes may have been paid, but do not show as paid on the tax roll.

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

3. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount	:	$415,000.00
Trustor/Borrower	:	Robin Hubinsky and Brendan F. Frost, wife and husband
Trustee	:	Fidelity National Title Ins Co
Beneficiary/Lender	:	Wells Fargo Bank, N.A.
Dated	:	February 6, 2014
Recorded	:	February 11, 2014 in Official Records under Recorder's Serial Number 2014-011830

4. The requirement that this company be provided with a suitable Owner's Declaration from the Seller (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

5. Rights and claims of parties in possession.

The affirmative coverage set forth in the Covered Risks is not being provided by the policy.

6. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.

---------- **Informational Notes** ----------

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 & 2.1.

B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a single family residence known as 124 San Bruno Avenue, Brisbane, CA 94005.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument Entitled	:	Grant Deed
By/From	:	Robin Hubinsky and Brendan F. Frost
To	:	Robin Hubinsky and Brendan F. Frost, wife and husband as community property with right of survivorship
Dated	:	February 2, 2007
Recorded	:	February 12, 2007 in Official Records under Recorder's Serial Number 2007-022094

Judgment reforming Deed and Quieting Title executed by Judge of the Superior Court to Robin Hubinsky and Brendan F. Frost, as joint tenants recorded October 5, 2006 in Official Records under Recorder's Serial Number 2006-150641.

D. All transactions that close on or after March 1, 2015 will include a $20.00 minimum recording service fee, plus actual charges required by the County Recorder.

If you anticipate having funds wired to Old Republic Title Company, our wiring information is as follows: City National Bank, One Centerpointe Drive., #160, La Palma, CA 90623, credit to the account of Old Republic Title Company, Account Number 013-358788, ABA Number 122016066.

When instructing the financial institution to wire funds, it is very important that you reference Old Republic Title's Order Number 0224038118.

PLEASE CONTACT YOUR ESCROW OFFICER IF YOU RECEIVE NOTICE OF A CHANGE TO THESE WIRE INSTRUCTIONS

ON-LINE BANKING TRANSFERS ARE NOT THE SAME

"Electronic Funds Transfer" is a generic term for funds transfers, one of which is an ACH Transfer. On-line banking transfers are often completed through an ACH Transfer, not a Wire Transfer. Old Republic Title rejects all ACH Transfers and returns the funds to the sender (Government Entities/Agencies excluded.) Close of Escrow may be significantly delayed as a result of an ACH Transfer.

OLD REPUBLIC TITLE DOES NOT AUTHORIZE FUNDS TO BE DEPOSITED DIRECTLY INTO OUR ACCOUNT AT City National Bank LOCAL BRANCH LOCATIONS

Funds deposited directly into an account of Old Republic Title Company at a City National Bank branch are subject to verification. Verification of unauthorized deposits is not immediate or automated following deposit. Delay in credit of funds to an escrow and delay in Close of Escrow may result.

If you want to transfer funds by Wire Transfer from a non-United States financial institution, or have questions with regard to acceptable funds, please contact your Escrow or Title Officer immediately.

Exhibit I

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12/02/13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.

9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 18:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00

Exhibit I

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

OLD REPUBLIC TITLE COMPANY

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of OLD REPUBLIC TITLE COMPANY

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.
Information about your transactions we secure from our files, or from [our affiliates or] others.
Information we receive from a consumer reporting agency.
Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ORT 287-C 5/07/01

ATTACHMENT K

Disclosure to Consumer of Available Discounts

Section 2355.3 in Title 10 of the California Code of Regulation necessitates that Old Republic Title Company provide a disclosure of each discount available under the rates that it, or its underwriter Old Republic National Title Insurance Company, have filed with the California Department of Insurance that are applicable to transactions involving property improved with a one to four family residential dwelling.

You may be entitled to a discount under Old Republic Title Company's escrow charges if you are an employee or retired employee of Old Republic Title Company including its subsidiary or affiliated companies or you are a member in the California Public Employees Retirement System "CalPERS" or the California State Teachers Retirement System "CalSTRS" and you are selling or purchasing your principal residence.

If you are an employee or retired employee of Old Republic National Title Insurance Company, or it's subsidiary or affiliated companies, you may be entitled to a discounted title policy premium.

Please ask your escrow or title officer for the terms and conditions that apply to these discounts.

A complete copy of the Schedule of Escrow Fees and Service Fees for Old Republic Title Company and the Schedule of Fees and Charges for Old Republic National Title Insurance Company are available for your inspection at any Old Republic Title Company office.

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ATTACHMENT K

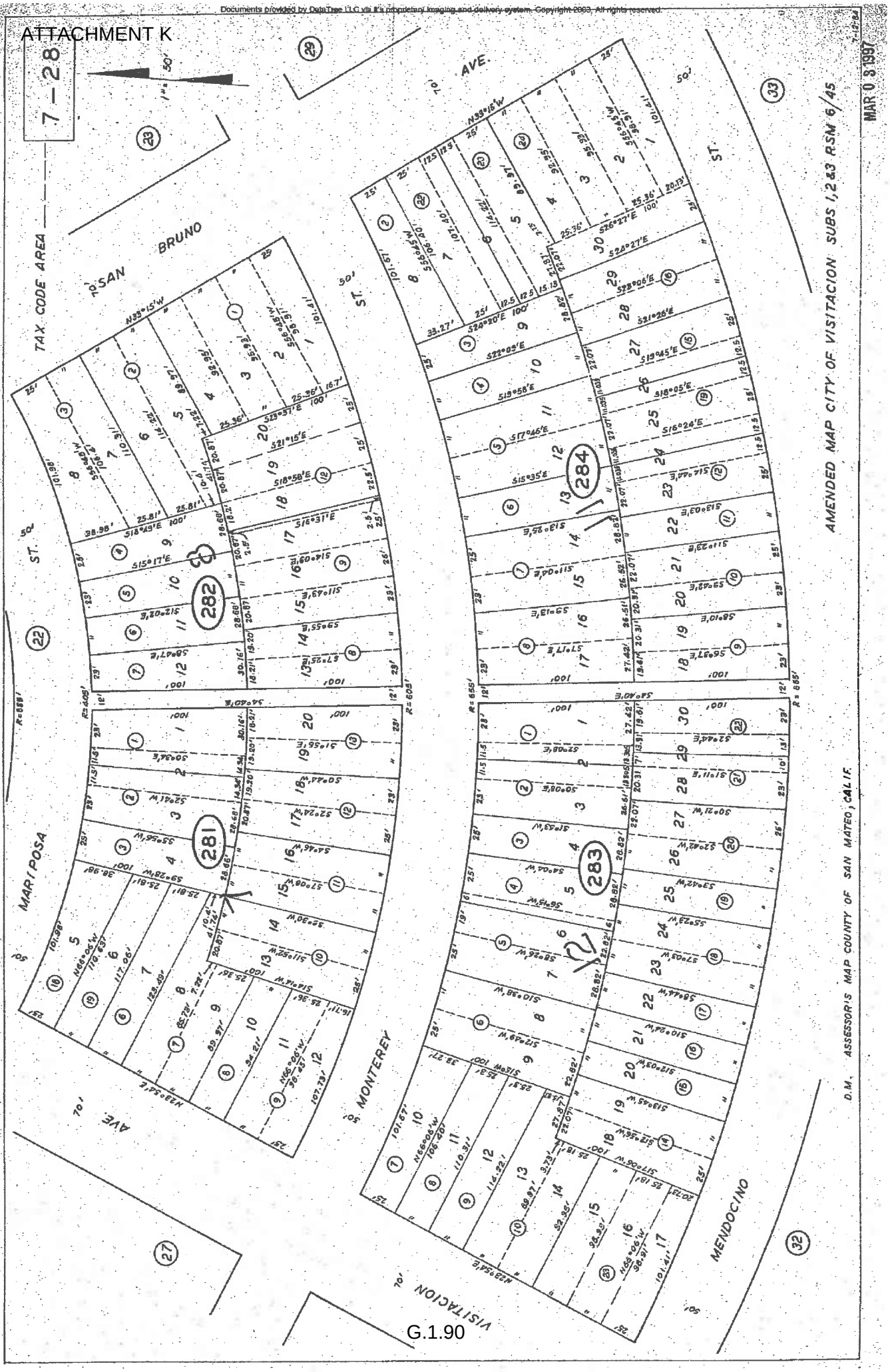


EXHIBIT "B"

CONDOMINIUM PLAN
FOR PARCEL 1 OF
124 SAN BRUNO AVENUE CONDOMINIUMS

GENERAL NOTES AND DEFINITIONS

1. This is a Condominium Plan of a Condominium Project ("Project") as that term is defined in Section 4125 of the Civil Code of the State of California and the Subdivision depicted hereon is subject to the provisions of the Davis-Stirling Common Interest Development Act, Division 4, Part 5, of the Civil Code of the State of California. Page 3 of 6 herein is the survey map of the surface of Parcel 1, the land included within the Project, and Pages 4 through 6 of 6 show a three-dimensional description of the condominium project to be built in sufficient detail to identify the common areas and the relative location and approximate dimensions of each separate interest as provided in Section 4285 of the Civil Code. The dimensions shown hereon are not intended to be sufficiently accurate to use for computation of Unit area or airspace volume in any or all of the Units.

2. This Project is composed of the Common Area and three (3) residential Units. The Common Area of this project are the land and real property, including all improvements constructed thereon, within the boundary lines of Parcel 1 shown herein, excepting therefrom those portions shown and defined herein as Units 1 through 3, inclusive.

3. For the definition of "Common Area", "Condominium", "Exclusive Use Common Area", and "Unit", see the 124 San Bruno Avenue Condominiums Declaration Establishing a Plan for Condominium Ownership (CC&Rs) recorded in the records of San Mateo County, California, to which this Plan is attached as Exhibit "A".

4. Each of those areas shown on this Condominium Plan bearing the letter designation "PS" followed by a number and letter is a part of the Exclusive Use Common Area consisting of a parking space area. Easements for exclusive use of the parking areas shall be granted as appurtenant to particular Units. Each of those areas shown on this Condominium Plan bearing the letter designation "S" followed by a number is a part of the Exclusive Use Common Area consisting of a storage area. Easements for exclusive use of the storage areas shall be granted as appurtenant to particular Units. The lateral boundaries of each such area are the interior surfaces of any perimeter walls, columns, windows, if any, and doors bounding and adjoining such area where such surface exists at the limits of the horizontal dimensions shown hereon for such area; otherwise the lateral boundaries of each such area are the vertical planes at the limits of the horizontal dimensions shown hereon for such area. The lower vertical boundary of each such area is the interior surface of the floor thereof and the upper vertical boundary of each such area is the interior surface of the ceiling thereof; otherwise the vertical boundaries of each such area are at the elevations as shown hereon. Each such area includes only the airspace encompassed by its boundaries. Conflicts that may exist between the Condominium Plan and the CC&Rs shall be governed by the CC&Rs.

5. Each of those areas shown on this Condominium Plan bearing the letter designation "P", followed by the number of a Unit, is a part of the Exclusive Use Common Area consisting of a

patio area set aside and allocated for the exclusive use of the Owner of the respective Unit. Each of those areas shown on this Condominium Plan bearing the letter designation "D", followed by the number of a Unit, is a part of the Exclusive Use Common Area consisting of a deck area set aside and allocated for the exclusive use of the Owner of the respective Unit. Each of those areas shown on this Condominium Plan bearing the letter designation "DW", followed by the number of a Unit, is a part of the Exclusive Use Common Area consisting of a driveway area set aside and allocated for the exclusive use of the Owner of the respective Unit. The lateral boundaries of each such area are the exterior surfaces of the perimeter walls, windows and doors of any building structure bounding and adjoining such area where such surfaces exist and the interior surfaces of any perimeter walls and fences bounding and adjoining such area where such surfaces exist, all at the limits of the horizontal dimensions shown hereon for such area; otherwise, the lateral boundaries of such area are vertical planes at the limits of the horizontal dimensions shown hereon for such area. The lower vertical boundary of each such area is the exterior surface of the floor bounding such area where such surface exists at the elevations shown hereon, otherwise the lower vertical boundary of such area is a horizontal plane at the elevation shown hereon for such area. The upper vertical boundary of each such area is a horizontal plane at the elevation shown hereon for such area. Each such area includes only the airspace encompassed by its boundaries. Conflicts that may exist between the Condominium Plan and the CC&Rs shall be governed by the CC&Rs.

6. This Condominium Plan intentionally omits detailed information within individual Units of the following (if any): sloped and dropped ceilings; varying ceiling and floor elevations; skylights; internal partitioning; soffits; steps and stairways; protrusions of vents, beams, columns, bay windows and window casings; and other such features. The dimensions for the perimeter boundaries of the units as shown herein do not indicate all jogs that may exist due to these features.

7. For purposes hereof, "U.E." means the uppermost elevation and "L.E." means lowermost elevation.

8. All ties to property lines, Units and Common Area elements are at right angles from the lines that they join, and all ties and lines intersect at right angles, unless otherwise indicated.

9. The Benchmark for this Project and its actual elevation is as follows:

- Cut cross in top of curb approximately 2 feet southeasterly of the driveway for 200 Monterey Street; Elevation 100.00; assumed datum.

10. The Basis of Bearings for this Project is as follows:

- The bearing South 33°15'00" East of the southwesterly right-of-way line of San Bruno Avenue as shown on that Subdivision Map filed for record in Book 6 of Maps at Page 45, San Mateo County records, was used as the Basis of Bearings shown herein.

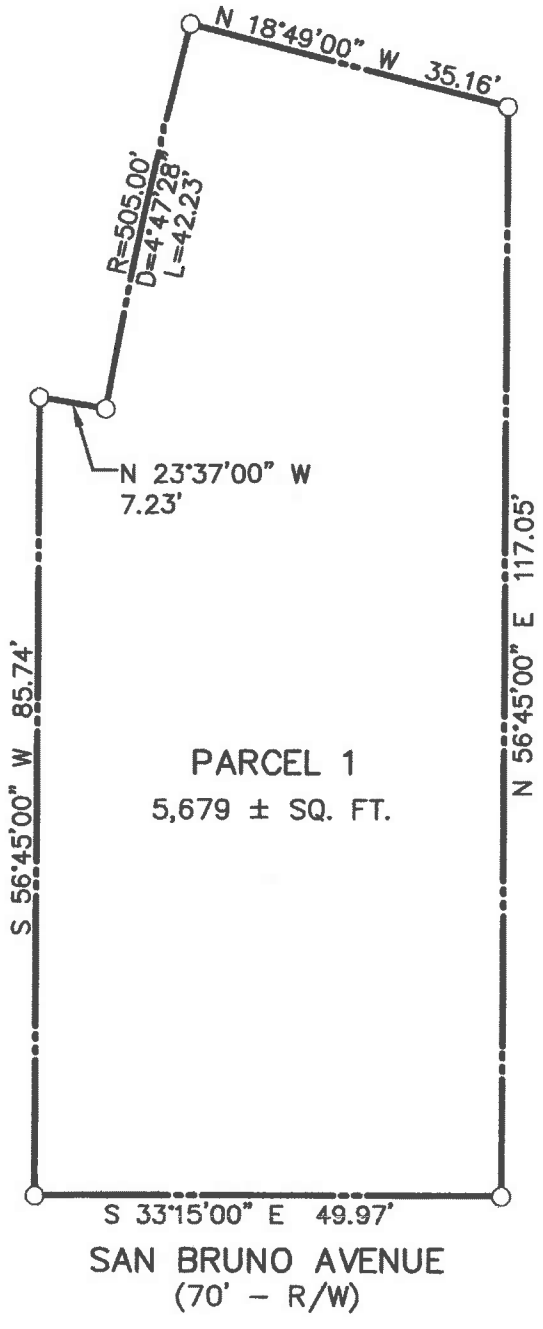
124 SAN BRUNO AVENUE
A CONDOMINIUM PROJECT
SURVEY PLAN

SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR, NUMBER L.S. 8227, OF THE STATE OF CALIFORNIA; THAT A SURVEY WAS MADE UNDER MY DIRECTION AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN ON THIS PLAN; THAT THE MONUMENTS AND BENCHMARKS ARE OF THE CHARACTER AND OCCUPY OR WILL OCCUPY THE POSITIONS INDICATED ON THE WITHIN PLAN AND THAT THEY ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THE BUILDINGS ARE AS SHOWN; AND THAT THE CONDOMINIUM PLAN CONSISTS OF A DESCRIPTION OR SURVEY MAP OF A CONDOMINIUM PROJECT WHICH REFERS TO OR SHOWS MONUMENTATION ON THE GROUND AND A THREE DIMENSIONAL DESCRIPTION OF THE PROJECT IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON AREAS AND EACH SEPARATE INTEREST PURSUANT TO THE REQUIREMENTS OF CALIFORNIA CIVIL CODE SECTION 4285.

LICENSED LAND SURVEYOR
ROBERT J. DAINS
No. 8227
STATE OF CALIFORNIA

ROBERT J. DAINS L.S. 8227



THE "PROJECT" BOUNDARIES ARE PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP IN THE CITY OF BRISBANE, SAN MATEO COUNTY, STATE OF CALIFORNIA, FILED IN BOOK _____ OF PARCEL MAPS, AT PAGES _____ IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND STATE.



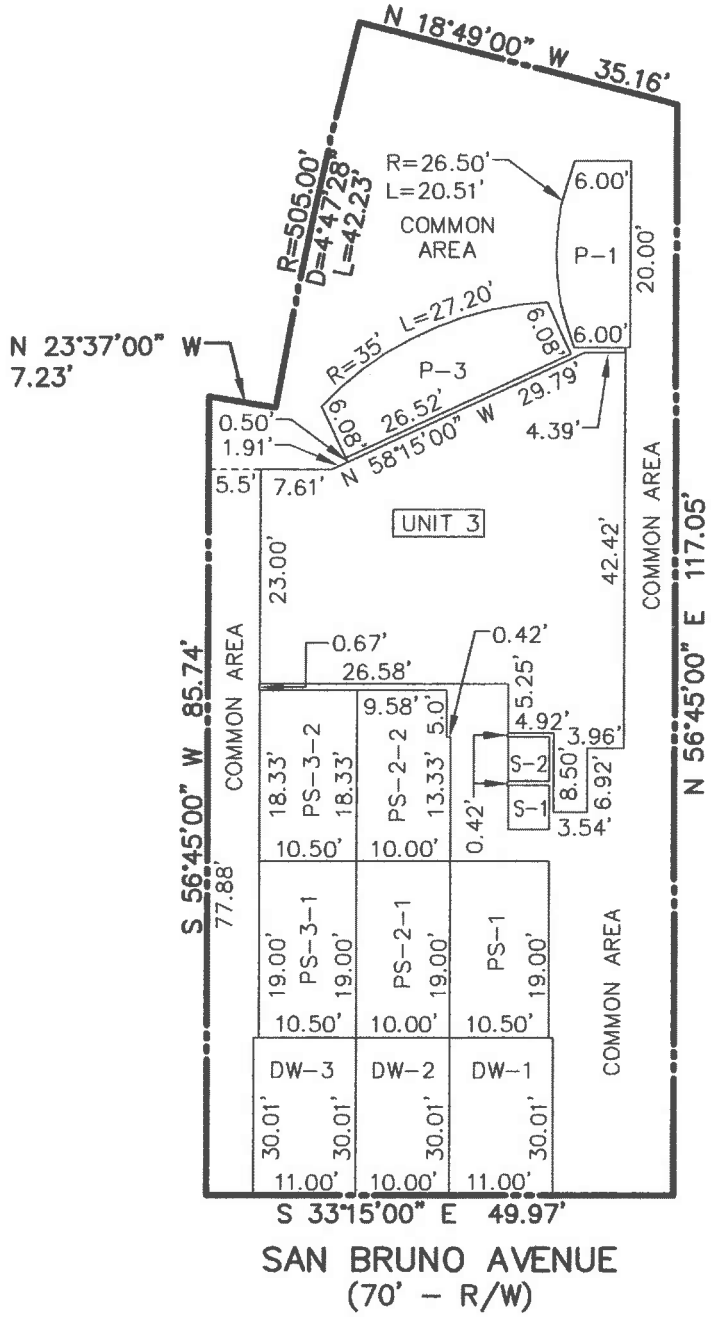
LEGEND

○ SET 3/4" IRON PIPE W/ PLASTIC PLUG & TACK "LS 8227"

SCALE: 1" = 20'

124 SAN BRUNO AVENUE
A CONDOMINIUM PROJECT





SAN BRUNO AVENUE
(70' – R/W)

NOTE:
STORAGE AREA DIMENSIONS FOR BOTH S-1 AND S-2 ARE 4.75' BY 4.42'.

FIRST FLOOR RESIDENTIAL UNIT, STORAGE SPACES AND PARKING

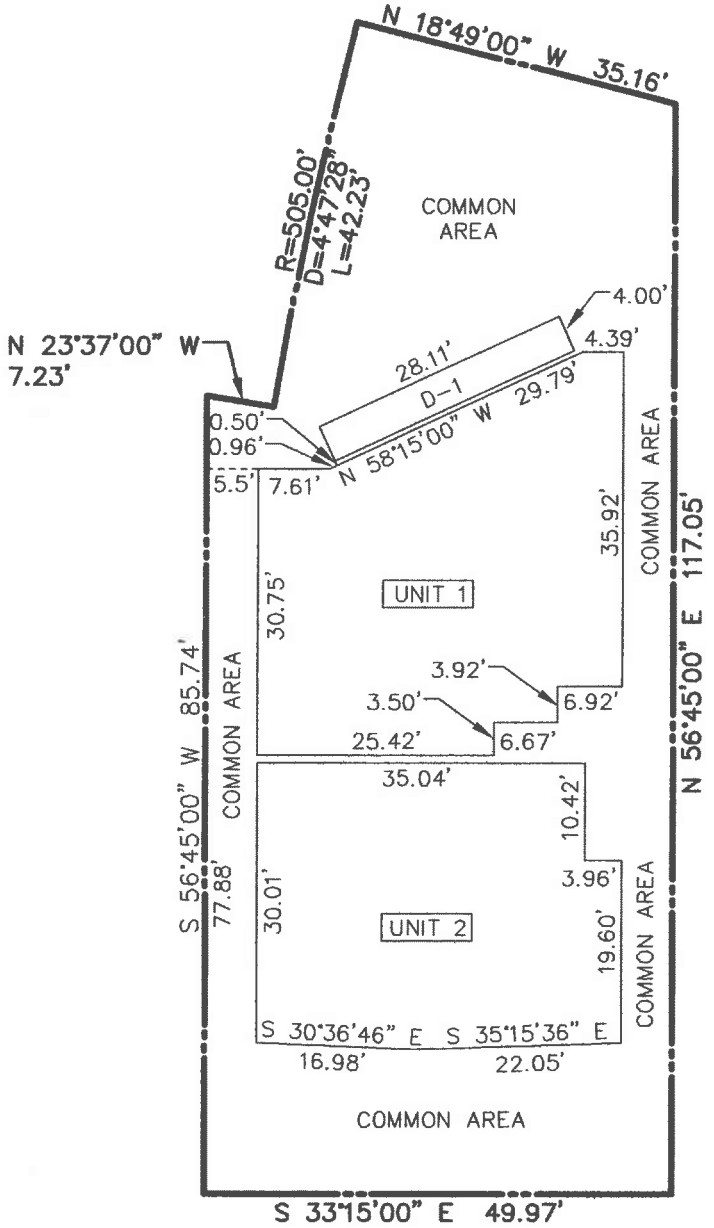
U.E. = –
L.E. = –

SCALE: 1" = 20'

ATTACHMENT K

124 SAN BRUNO AVENUE
A CONDOMINIUM PROJECT





SAN BRUNO AVENUE
(70' – R/W)

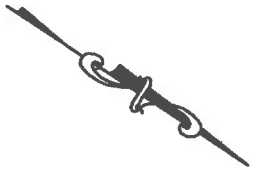
SECOND FLOOR RESIDENTIAL UNITS

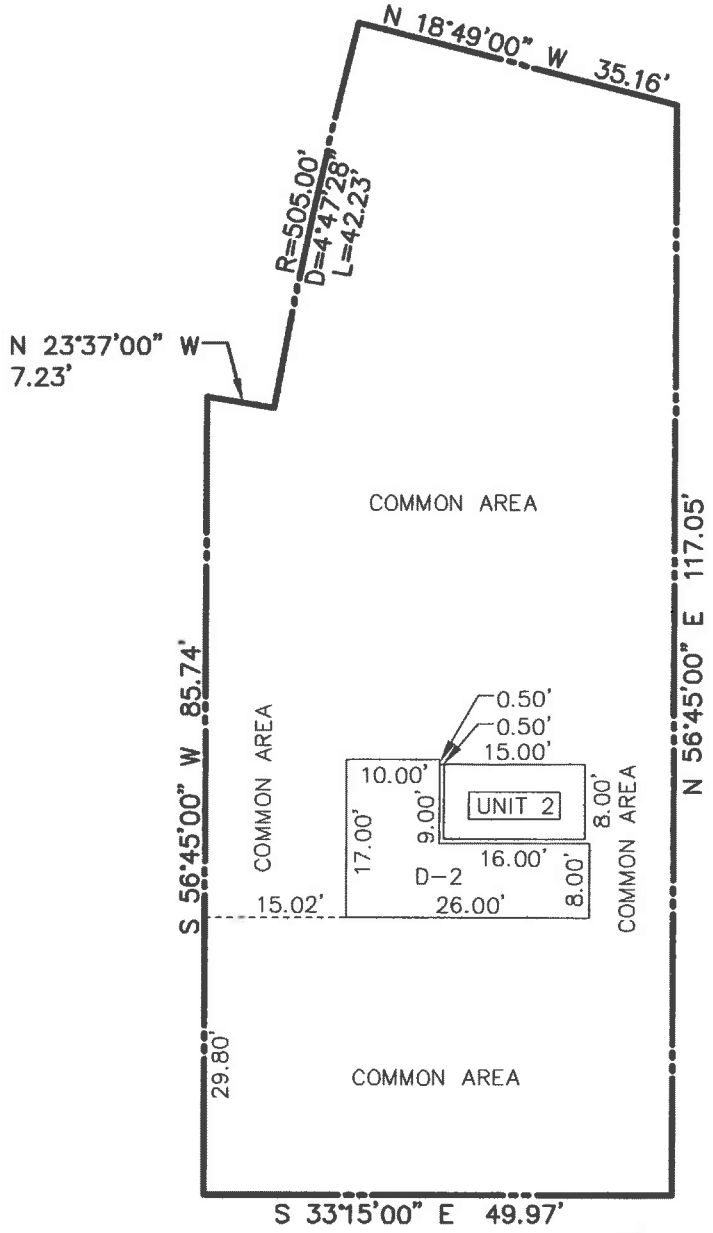
U.E. = –
L.E. = –

SCALE: 1" = 20'

ATTACHMENT K

124 SAN BRUNO AVENUE
A CONDOMINIUM PROJECT





SAN BRUNO AVENUE
(70' – R/W)

THIRD FLOOR RESIDENTIAL UNIT

U.E. = –
L.E. = –

SCALE: 1" = 20'