City of Brisbane
Planning Commission Agenda Report

TO: Planning Commission For the Meeting of 3/24/16

FROM: Ken Johnson Senior Planner, via John A. Swiecki Community Development Director

SUBJECT: **80 Plumas Street, 108 and 118 Mariposa Street (formerly 60 Plumas Street);** Use Permit UP-2-13; Condominium Plan approval for previously approved triplex, now under construction on a 5,000 square foot lot; James Seto, applicant; James, Saovanh, Robert, and Amy Seto, owners; APN 007-223-010

Request: The applicant requests approval of a use permit for a condominium plan for a newly-constructed triplex at 80 Plumas Street, 108 and 118 Mariposa Street, at the corner of Plumas and Mariposa Streets.

Recommendation: Conditionally approve Use Permit UP-2-13 per the staff memorandum with attachments, via adoption of Resolution UP-2-13 with Exhibit A containing the findings and conditions of approval.

Environmental Determination: Division of existing multiple-family residences into common interest ownership is categorically exempt from the provisions of the California Environmental Quality Act per Section 15301(k) of the State CEQA Guidelines. The exceptions to the categorical exemptions referenced in Section 15300.2 do not apply.

Applicable Code Sections: Brisbane Municipal Code Section 17.30.040 requires a Use Permit for approval of condominiums. Since the structure has never been rented the provisions for newly constructed condominiums apply. The findings required for the approval of Condominium Use Permits are contained in BMC Section 17.40.060. The development standards for condominiums are contained in BMC Section 17.30.030 and a mandatory condition of approval is contained in Section 17.30.070.A.

Background: In 2013, the Planning Commission approved design permit DP-2-13 for the construction of the triplex at the site. The applicant had also applied for the use permit in 2013, but then requested that that application be continued pending the Planning Commission's approval of the design permit, so the covenants, conditions and restrictions (CC&R's) and condominium plan could be prepared based on an approved design. Following the Commission's approval of the design permit, the applicant obtained a building permit for construction of the triplex and construction is now near completion.

At the time DP-2-13 was under consideration, an amendment to the condominium ordinance was pending before City Council and subsequently adopted. Given the timing, the building was designed to comply with both the existing and proposed condominium ordinance. The analysis below is based on the current condominium ordinance.

The applicant also applied for a tentative parcel map in 2013, based on the Municipal Code provisions for condominiums. However, state law allows for the City to establish condominiums through a recording a condominium plan which shows the division of airspace on a legally established lot. This is discussed further in the analysis and findings section.

Analysis and Findings: As indicated above, BMC Section 17.30.030 provides development standards for condominiums. The development meets all of the required development standards as outlined in Table 1. Note that the development standards listed on Table 1 are only those that pertain to condominiums, since the other R-3 zoning district standards have already been met through the design permit and building permit approval process. For reference, a copy of the development standards from the design permit application are also provided, see Table 2.

To approve a use permit for newly constructed condominiums, the Planning Commission must make the findings required by Brisbane Municipal Code Section 17.42.040. There are 2 applicable findings which this application must meet for approval and these are the general use permit findings. They are outlined below along with the discussion for each:

1. *"In considering an application, the planning commission shall consider and give due regard to the nature and condition of all adjacent uses and structures, and to general and specific plans for the area in question."*

The application meets this finding. The proposed use of condominiums versus rental housing units would not have an impact on adjacent uses or structures, nor, conversely, would those uses or structures have an impact on the proposed condominium use. The use is consistent with the general plan which is implemented by the zoning ordinance and allows for multifamily residential at the density approved through the design permit of 3 units on this 5,000 square foot lot. There is no specific plan for this area of Brisbane.

2. *"The planning commission shall determine whether or not the establishment, maintenance or operation of the use applied for will, under the circumstances of the particular case, be detrimental to the health, safety, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, or whether it will be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city."*

The application meets this finding. There would be no anticipated detrimental effects to persons residing or working in the neighborhood, property or improvements in the neighborhood, or the general welfare of the City. The use is consistent with the surrounding uses which include residential single family and multi-family development.

As indicated above BMC Section 17.30.030 includes a mandatory condition, that "The required off-street parking spaces, excluding any guest parking spaces, shall be assigned to and included in the ownership of each individual condominium unit and shall not be sold or transferred except with the sale of such unit." This condition has been addressed in that those spaces have already been included in the design plans and building permit plans. Additionally, the condominium plans includes those required spaces. The condition has been modified slightly to reflect the current status.

As indicated above, the applicant applied for a tentative parcel map in 2013. However, state law allows for the City to establish condominiums through the recording of a condominium plan which shows the division of airspace on a legally established lot. Since the property is comprised of two underlying legal lots from the original subdivision of this area of Central Brisbane (1908 "City of Visitacion" subdivision map), the application for a tentative map is not necessary but rather the filing of a lot merger prior to, or concurrent with the recording of the condominium plan will satisfy this requirement. A lot merger may therefore be completed administratively in lieu of a tentative map and that is addressed as a condition of approval.

Finally, this application has been provided to the City Building, Public Works and Fire Departments for review, along with the City Attorney. The City Attorney has suggested a condition of approval regarding specific language to be included in the CC&R's. The conditions of approval address his comments.

Attachments:

- Draft Resolution with Findings and Conditions of Approval
- Table 1 Applicable Development Standards for Condominiums
- Table 2 Project Description
- Aerial of Site Vicinity
- CC&R's and Condominium Plan
- Elevations and Floor Plans (excerpts from Design Permit)

draft
RESOLUTION UP-2-13

A RESOLUTION OF THE PLANNING COMMISSION OF BRISBANE
CONDITIONALLY APPROVING USE PERMIT UP-2-13
FOR NEW RESIDENTIAL CONDOMINIUMS
AT THE (3 UNIT) DEVELOPMENT
80 PLUMAS STREET, 108 AND 118 MARIPOSA STREET
(FORMERLY 60 PLUMAS STREET)

WHEREAS, Jim Seto, the applicant, applied to the City of Brisbane for Design Permit and Use Permit for approval of a 3 unit condominium residence at 80 Plumas Street, 108 and 118 Mariposa Street (formerly known as 60 Plumas Street); and

WHEREAS, the applicant subsequently requested that the use permit be processed separately from the design permit to allow for certainty in the design prior to completing the application for the use permit; and

WHEREAS, on September 26, 2013, the Planning Commission conducted a hearing and approved the design permit application; and

WHEREAS, on the applicant subsequently obtained a building permit and has undertaken construction consistent with the design permit which accounted for the condominium design regulations which are no in force and the building meets or will meet all applicable design regulations prior to certificate of occupancy; and

WHEREAS, since the building has been substantially constructed, but has not been occupied by renters prior to recording of the declaration of covenants, conditions and restrictions (CC&R's) and condominium plan, it is considered to be newly constructed and not subject to the state or local provisions governing condominium conversions; and

WHEREAS, March 24, 2016, the Planning Commission conducted a hearing and approved the condominium use permit application; and

WHEREAS, the Planning Commission reviewed and considered the staff memorandum relating to said application, the plans, CC&R's, the written and oral evidence presented to the Planning Commission in support of and in opposition to the application; and

WHEREAS, division of existing multiple-family residences into common interest ownership is categorically exempt from the provisions of the California Environmental Quality Act per Section 15301(k) of the State CEQA Guidelines. The exceptions to the categorical exemptions referenced in Section 15300.2 do not apply; and

WHEREAS, the Planning Commission of the City of Brisbane hereby makes the findings attached herein as Exhibit A in connection with the Use Permit.

NOW THEREFORE, based upon the findings set forth hereinabove, the Planning Commission of the City of Brisbane, at its meeting of March 24, 2016, did resolve as follows:

Use Permit Application UP-2-13 is approved per the conditions of approval attached herein as Exhibit A.

ADOPTED this twenty-fourth day of March, 2016, by the following vote:

AYES:
NOES:
ABSENT:

_____
TuongVan Do
Chairperson

ATTEST:

_____
JOHN A SWIECKI, Community Development Director

draft
EXHIBIT A

Action Taken: Conditionally approve Use Permit UP-2-13 per the staff memorandum with attachments, via adoption of Resolution UP-2-13

Findings:

A. In considering an application, the planning commission considered and gave due regard to the nature and condition of all adjacent uses and structures, and to general plan and the application is consistent. There is no specific plan for the area in question.

B. The planning commission determined that the establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, nor will it be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city.

Conditions of Approval:

Prior to Building Permit Certificate of Occupancy

1. The applicant shall execute a lot merger document, to be prepared by the City in lieu of an application for a tentative map, merging the two underlying subdivision lots to one. That lot merger shall be recorded with the County in conjunction with or prior to the recording of the condominium plan.

2. The condominium plan, declaration of restrictions and proposed management arrangement relating to the project (as required by the provisions of Section 1355 of the State Civil Code), shall be recorded with the County prior to Certificate of Occupancy.

3. The required off-street parking spaces of two spaces for each unit shall be included in the ownership of each individual condominium unit and shall not be sold or transferred except with the sale of such unit.

4. The required garage parking spaces shall not be used or converted to any other use that would impair their basic use as parking for motor vehicles per Brisbane Municipal Code Section 17.34.020.A.

5. Since the building permit was approved with the intent of it being classified as condominiums, if at a future date the applicant decides to not perfect the condominium plan through recording with the County, but rather to rent the units as apartments prior to recording the condominium plan and CC&R's, that may not occur without compliance with the applicable building codes for apartments and

pending Building Official review and approval. In that case, future condominium conversion provisions would apply and so this permit would become null and void.

6. The applicant shall comply with the requirements of the City Attorney prior to filing the condominium plan and CC&R's, which includes but may not be limited to a Failure to Maintain clause.

7. Minor modifications may be approved by the Community Development Director in conformance will all requirements of the Municipal Code.

8. This use permit shall not become effective until the seventh day after Planning Commission approval, or if appealed per BMC Section 17.40.060.C, following City Council approval.

9. This Use Permit shall expire two years from its effective date (at the end of the appeal period) if a condominium plan has not been recorded with the County by that time.

Table 1
Condominium Development Standards
Outline of Compliance

Condominium Development Standards, per BMC Section 17.30.030	Notes	Meets Standard
1. **General Regulations:** Regulations governing the use, building height, required yards, building separation, signs, off-street parking, and other explicit regulations, where applicable and where not governed by the provisions of this chapter, shall be those of the district within which the development is located.	The building meets all of these regulations. As new construction it was constructed to meet the current applicable R-3 residential zoning regulations (see table 2).	Yes
2. **Density of development:** The maximum allowable density in any residential condominium shall be the density specified for the district in which the condominium is located	The maximum density allowed in this the R-3 district is 1 unit per 1,500 sq ft of land area (29 units per acre). The density for this site is lower at 1 unit per 1,666 square feet of land area, or 26 units per acre.	Yes
3. **Separate utility connections:** Separate and independent water, sewer, electrical, gas, and telecommunications systems shall be provided for each unit. (Note: Exceptions may be approved by the planning commission)	The units have been built with separate utility connections.	Yes
4. **Mechanical noise and vibrations:** All permanent mechanical equipment, such as motors, compressors, pumps and compactors that could be a source of structural vibration or structure-bourne noise shall be shock mounted with inertia blocks or bases and/or vibration isolators.	The units have been constructed to meet the mechanical equipment noise and vibration standard.	Yes
5. **Washers and driers:** Either washer and drier hookups shall be provided for each unit or one washer and one drier shall be installed in a laundry room for every three (3) units.	There are separate washer and drier hookups for each unit.	Yes
6. **Storage:** One hundred twenty-five (125) cubic feet of enclosed storage area shall be provided for each unit	Each unit has a two car garage with excess space outside the required parking space area that significantly exceeds the minimum of 125 cubic feet of enclosed storage space.	Yes
7. **Outdoor areas:** Outdoor areas shall be provided for active or passive recreational use for a total combined area equal to four hundred (400) square feet per unit. Such areas may include decks, patios, lawns with a slope not exceeding ten percent (10%), and landscaped areas accessed with walkways and provided with permanent seating, but shall not include walkways that serve as the required means of egress. Such areas may be for use in common or dedicated to private use. Exceptions may be approved by the planning commission if adequate alternatives are proposed on site or available in the vicinity.	The development includes approximately 527 square feet of outdoor area per unit, or 1,582 square feet total. This includes deck areas. It does not include the primary entry walkways.	Yes

Table 2
Project Description
80 Plumas Street
(excerpt from DP-2-13 Design Permit application)

Site Description			
General Plan Designation:		Residential: 15-30 dwelling units per acre	
Zoning:		R-3 Residential District	
Lot Area:		5,000 sq. ft. (50 by 100 ft)	
Slope:		<5%	
Existing Development:		None – Vacant with utilities at the street.	
Development Standards		**Maximums**	**Proposed**
Density:		1 unit per 1,500 sq ft	3 units (i.e.: 1 per 1,667 sq ft)
Lot Coverage:		60% (3,000 sq. ft.)	60% (3,000 sq. ft.)
Floor Area Ratio:		0.72 (3,600 sq. ft., excluding up to 400 sq ft garage space per unit for up to 4,800 sq ft)	0.72 (3600 sq. ft., plus 1,191 garage space for a total of 4,791 sq ft)
Height		28 ft	23.25 ft
		Minimums	**Proposed**
Building Setbacks--			
	Front	15 ft	15 ft
	Sides	5 ft	5 ft
	Rear	10 ft	10 ft
Architectural Feature Setback Exceptions (BMC Section 17.32.070.A.1.a) - Exceptions for Eaves & Canopies			
	Front	May extend 3 ft from building, but no closer than 5 ft from the front lot line	12 ft
	Sides	2 ft 6 in for the eaves and 2 ft for rain gutters	2 ft 6 in eave/gutter
	Rear	May extend 3 ft from building, but no closer than 7 ft from the rear lot line	7 ft*
Articulation for outside walls that are greater than 20 ft by 20 ft		NA- All exterior walls are less than 20 ft in height.	
Landscaping			
Front setback		15%	45%
Gross site area (for 3 units or more)		10%	12%
Parking		A minimum of 2 garage spaces per unit (6 total). Note that standard spaces are 9 ft by 18 ft and compact spaces are 8 ft by 16 ft. One space per unit (50%) may be compact.	The total on and off-street (garage spaces) would be 10. This would include 2 garage spaces per unit in 3 garages (6 total), with 4 standard spaces and 2 compact spaces. In addition, 4 standard (or larger) on-street spaces will be provided.



Site Vicinity Aerial

Feet
0 45 90 180

RECORDING AND RETURN REQUESTED BY:

James Seto
100 Kings Road
Brisbane, CA 94005

APN:
Former APN: 007-223 010

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND CONDOMINIUM PLAN FOR 80 PLUMAS STREET & 108-118 MARIPOSA STREET

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

RECEIVED
SEP 15 2015
Comm. Dev. Dept. Brisbane

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RECITALS

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

A. Declarant is the Owner of a tract of land located in the City of Brisbane, San Mateo County, California, commonly known as 80 Plumas Street & 108-118 Mariposa Street, and more particularly described in Exhibit "A" attached to this Declaration, (the "Property"). A parcel map subdividing the Property into three (3) condominium units was recorded on _____, 2015, in Condominium Map Book _____ at Pages ___ to ___, of the Official Records of the City of Brisbane, San Mateo County, California (the "Parcel Map").

B. Declarant intends by this Declaration to establish a condominium project pursuant to California Civil Code §§4000 et seq., (the Davis-Stirling Common Interest Development Act), and to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the condominiums and their owners.

C. Declarant establishes by this Declaration a plan for the individual ownership of real property estates, consisting of a separate interest in space, referred to as a Unit, and an undivided interest in common in a portion of real property referred to as the Common Area.

D. Declarant declares that the Property shall be held, conveyed, leased and improved subject to the following covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property. All of the 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:

"Assessment" means the proportionate costs of operating, maintaining and managing the Property assessed against each Unit. There are three types of assessments: Regular Annual Assessments, Special Assessments and Personal Reimbursement Assessments. The characteristics of each are described in Article 4. All such Assessments shall be collectively referred to as "Assessments."

"Association" means the PLUMAS & MARIPOSA STREET HOMEOWNERS ASSOCIATION, an unincorporated association.

"Common Area" means the entire Property except for the Units.

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

"Condominium Plan" means the plan showing the physical boundaries of the Property and the individual ownership interests which is attached to this Declaration as Exhibit "B". The approximate location and physical boundaries of Units, Exclusive Use Common Areas and Common Area are shown on the Condominium Plan. 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.

"Designated Party" is defined in Subsection 5.2F.

"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. **"Emergency Situation"** is defined in Civil Code §5610.

"Exclusive Use Common Area" means those portions of Common Area reserved for the exclusive use of one or more, but fewer than all, Owners on the Condominium Plan and in this Declaration.

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

"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.

"Maintain" and "Maintenance" shall mean, respectively, "maintain, repair and replace" or "maintenance, repair and replacement", except where the context clearly intends just the term "maintain" or "maintenance" to apply.

"Maintenance Reserves" means funds collected for repair and replacement of the major components of the Property that the Association is obligated to Maintain.

"Majority Approval" means the affirmative vote of the majority of votes cast at a duly-held Owner Meeting, or through a properly-conducted written ballot procedure, at which a quorum is represented provided that, in all cases, Majority Approval shall require at least two (2) affirmative votes.

"Notice" means a writing prepared and transmitted in accordance with Section 7.1.

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

"Owner" means the record owner of a Condominium, whether one or more persons or entities. The term Owner also refers to 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.

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

"Rules" means the rules adopted pursuant to this Declaration, if any.

"Unit" means the areas so designated on the Condominium Plan. Except as otherwise provided on the Condominium Plan, 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, HVAC, and other systems serving only the Unit. A Unit does not include any portion of the frames of windows or exterior doors which is not exposed within a unit interior, or any structural component of walls, ceilings, and floors.

ARTICLE 2. USAGE RIGHTS AND RESTRICTIONS

2.1 EXCLUSIVE USE COMMON AREAS AND EASEMENTS.

A. Assignment Of Exclusive Use Common Areas. Portions of the Common Area are reserved for particular Owners as Exclusive Use Common Areas. The Exclusive Use Common Areas are shown on the Condominium Plan, and include garage and deck areas. Each Exclusive Use Common Area is granted as an easement appurtenant to the correspondingly-numbered Unit as follows:

Unit	Exclusive Use Common Area
80	P-80, D-80
108	P-108, D-108
118	P-118, D-118A, D-118B

B. Owner's Easements. The following are reserved for the benefit of each Owner and Unit: (i) a nonexclusive easement throughout the Common Area for ingress, egress and support; (ii) a nonexclusive easement for the construction, operation, and Maintenance, at reasonable locations within Common Area, of all pipes, conduits, ducts, wiring, equipment and enclosures related to electricity, gas, water, sewer, HVAC, communications, (including cable, television

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and telephone), and fire detection and suppression; (iii) a nonexclusive easement for the operation and Maintenance of existing Utilities within other Owners' Condominiums provided the activities do not unreasonably interfere with use and enjoyment of such Condominiums; (iv) a nonexclusive easement for access throughout the Property for the Maintenance of elements of the Owner's Condominium; and (v) an easement throughout the Property for minor encroachments resulting from construction, repair, shifting, settlement or movement upon any portion of the Property.

C. Association's Easements. The Association shall have an easement for access throughout the Property, including the Units, to perform its duties under the Governing Documents.

D. Use of Easements. Whenever the Association or an Owner temporarily enters another Owner's Unit or Exclusive Use Common Area based upon easement rights described in this Declaration, the entry shall be made with as little inconvenience as possible to the Occupants, following seventy-two (72) hours prior Notice; however, no Notice is required for entry in the case of an Emergency. Any damage caused by the entry shall be promptly repaired at the expense of the Association or the Owner, whichever of them authorized the entry.

2.2 NON-RESIDENTIAL 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.

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

2.4 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 one shall do or permit anything to be done which is in violation of a Governmental Regulation or which will or may significantly diminish the attractiveness, desirability or value of another Unit or the Property as a whole.

B. Loud noise is prohibited during the following times:

Sunday-Thursday: after 10:00 p.m. Friday and Saturday: after 11:00 p.m.
Monday-Friday: before 8:00 a.m. Saturday and Sunday: before 10:00 a.m.

Loud noise is defined as anything that is disturbing to Occupants including but not limited to washer/dryers, kitchen appliances, amplified sound systems, televisions, excessive footfalls, and musical instruments, but shall not include noise generated by children under the age of eight (8).

2.5 ANIMALS.

A. Only the following animals are permitted to be kept in a Unit: domestic dogs and cats, fish, and provided they are inside cages: birds, rodents and reptiles. 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.

B. All pets must be kept under reasonable control at all times. Dogs must be kept on a hand-held leash when outside a Unit. Each Owner shall immediately clean up after his/her pet.

C. All Occupants who keep pets on the Property shall be liable for any damage to persons or property proximately caused by such pet, and shall indemnify and hold harmless the Association and all Owners against any and all loss, cost or liability, including attorneys fees, arising out of claims related to such pet.

2.6 SMOKING. Smoking is prohibited in all areas of the Property, including inside the Units and in all exterior areas including decks.

2.7 PARKING AND USE OF MOTOR VEHICLES. Each Owner is permitted to park or store motor vehicles and/or bicycles within his/her exclusive use garage. The garage shall not be used for living or business purposes. Major repair of a motor vehicle is not permitted anywhere on the Property. Each Owner and Occupant shall indemnify, defend and hold harmless the Association and its officer, manager, employees, and other Owners and Occupants against any and all loss, cost or liability

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including attorney's fees, arising out of claims related to his/her ownership, maintenance or use of motor vehicles on the Property.

2.8 STORAGE. Items may be stored in Exclusive Use Common Area, or in Common Area, only as permitted in this Section. Storage in any other Common Area requires the prior written approval of the Association. In a permitted storage area, all items must be stored in an organized, neat and attractive manner so as not to detract from the value or desirability of the Property or create a fire hazard, and only non-hazardous items may be stored.

A. Garage Areas: An Owner may park or store vehicles, bicycles and other items in his/her exclusive use garage

Deck Areas: In his/her Exclusive Use Common Area deck, an Owner may place or store outdoor furniture, barbecues, plants, and other typical outdoor furnishings provided the amount or condition of such items does not significantly diminish the value or desirability of the Property.

B. Any item stored in violation of this Section may be removed without prior Notice or hearing of any kind, and disposed of, and the reasonable cost of such removal and disposal shall be levied by the Association against the Owner who stored such items as a Personal Reimbursement Assessment. Neither the Association, nor any Owner, nor anyone acting on behalf of the Association or any Owner, 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 or on any Owner with regard to the removal of such items.

2.9 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 garbage, recycling and compost at the curb for pickup and for retrieving associated receptacles within twelve (12) hours after pickup. Equipment for the storage or disposal of garbage, 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.

2.10 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 coverings, and shall be white or beige in color on the portion visible from the street.

2.11 SIGNS. Notwithstanding anything to the contrary in this Declaration, except as specifically provided in this Section, no one may place any sign, banner or similar item on any part of the Property (including within a Unit) in a manner that would allow it to be seen from the exterior. The following signs are permitted on or from portions of the Property designated by the Association: (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.

2.12 PLANTS IN COMMON AREAS. The Association shall Maintain all landscaping on the Property in a safe, neat, clean, sanitary and attractive condition, which Maintenance shall include trimming, pruning, irrigating, replacing landscaping as needed. The Association shall review the placement and condition of all landscaping in the Common Area on an annual basis or more frequently if necessary.

2.13 RENTAL USE.

A. Any Owner may rent out all or any portion of his/her Condominium and keep any income generated from such rental. Before beginning a pattern of repeated usage of any portion of the Property, each non-Owner (except those who will use or share a space with an Owner) must sign a written agreement describing the terms of usage and incorporating all of the usage and alteration restrictions in this Declaration.

B. As provided in Section 7.3, no one other than the Owner who is renting out all or any portion of his/her Condominium to a non-Owner, shall be required to seek compliance by, attempt to work things out with, or otherwise interact with, such non-Owner if he/she is violating the Governing Documents.

2.14 ALTERATION OF THE PROPERTY. An Owner is not permitted to alter his/her Unit or Common Area, including Exclusive Use Common Area, without the prior written approval of the Association, except as provided in this Declaration. With respect to his/her Unit or Exclusive Use Common Area, an Owner may make the following alterations,

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without the approval of the Association, provided such alterations do not impair the structural integrity, mechanical systems, or value or desirability of the Property, and do not violate any provision of this Declaration or applicable law:

A. **Alterations Of Units.** An Owner may make alterations within the interior boundaries of his/her Unit that do not alter the exterior appearance of the Property.

B. **Alterations Of Exclusive Use Common Area.** An Owner may make alterations within the interior boundaries of his/her exclusive use garage provided the alteration does not change the usage of the space from a garage to something else (such as a habitation, office or recreation room, etc.).

C. **Procedure For Alteration Approval.**

(1) An Owner wishing to make alterations requiring Association approval ("Applicant Owner") shall call an Owner meeting. 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 Owners to evaluate it fully. Upon the reasonable request of any Owner made at the meeting, the Applicant Owner 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 will not impair structural integrity or mechanical systems of the Property. When such a request is made by an Owner, the Applicant Owner shall be given a Notice. The Applicant Owner shall then call another Owner meeting when he/she can comply with the request, and shall include the newly requested information in the meeting Notice.

(2) The Association decision to approve or disapprove the alteration 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 provide Notice to the Applicant Owner of the Association decision. If the President fails to provide Notice to the Applicant Owner of its decision within ten (10) days following the Owner meeting at which the decision was required, 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.

(3) 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. 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 or mechanical systems of the Property, (ii) will not detract from the appearance, harmony, attractiveness and enjoyment of the Property, and (iii) 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. **Timing and Pace of Work.** All alteration work, including work for which approval was not required, must be diligently and consistently pursued through completion, and must be completed within a reasonable time. With respect to an alteration that was approved by the Association, the Owner shall commence the alteration 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 made in a Notice. The Association shall not grant the extension if it finds that there has been a change in the circumstances under which the original approval was granted.

E. **Responsibility, Compliance and Inspection.**

(1) Regardless of whether Association approval is required or obtained, in cases where a building permit is required by Governmental Regulations, the Owner undertaking the work must comply with all permitting, contracting and insurance requirements described in Section 3.1.

(2) Each Owner shall be responsible for violations of this Section by each Occupant of such Owner's Condominium, and each invitee of any such Occupant.

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(3) Any Owner, following reasonable 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 obtained. If, as a result of an inspection, an Owner finds a violation of this Article, he/she may provide Notice to the violating Owner 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 an Owner meeting to consider the Owner's continuing non-compliance. At the meeting, if a finding that there is no valid reason for the continuing non-compliance receives Majority Approval, 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 Majority Approval, may choose not to wait for the violating Owner to act, and instead may act on its own to remedy the non-compliance, and levy a Personal Reimbursement Assessment for any associated expense.

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

ARTICLE 3. MAINTENANCE AND INSURANCE

3.1 INDIVIDUAL MAINTENANCE. Each Owner shall keep all areas and elements of the Property that he/she is obligated to Maintain in a condition that preserves the safety, value and desirability of the other Condominiums and the Property as a whole. Each Owner shall Maintain the following areas and elements of the Property:

A. Units. Each Owner shall Maintain all elements of his/her Unit. The elements that constitute a Unit are described in Article 2.

B. Exclusive Use Common Area. Each Owner shall keep his/her Exclusive Use Common Area neat and clean. In addition, each Owner shall Maintain the elements of his/her Exclusive Use Common Area as described below:

(1) Each Owner shall Maintain the following elements that serve only his/her exclusive use garage: (i) any finished wall, floor, or ceiling surfaces, (ii) door and window hardware and all mechanical elements of doors and windows, (with the exception of the garage doors facing Mariposa Street, as described below), (iii) window sashes or other elements that directly contact the glass portion of the window, and (iv) utility fixtures and systems.

The Association shall Maintain all elements of the garage doors facing Mariposa Street, except for the garage door opening mechanism, which shall be the responsibility of the individual Owner. If an Owner is replacing the garage door opening mechanism serving his/her exclusive use garage, he/she shall replace it with a model with soundproofing elements.

(2) Each Owner shall keep his/her exclusive use deck neat, clean and free from debris, but shall not be responsible for the Maintenance of any element of his/her exclusive use deck, which shall be the responsibility of the Association.

An Owner is not individually responsible for the Maintenance of any element of his/her Exclusive Use Common Area that contributes to the existence or support of Common Area or of Exclusive Use Common Area assigned to another Owner. Structural and retaining walls, fences or building structures that surround the perimeter of the Property, and all drainage systems, are not within the ambit of this Section and are always Maintained by the Association.

C. Failure To Maintain. If an Owner fails to satisfy his/her Maintenance requirements in a manner which the Association deems necessary or appropriate to preserve the value and desirability of the Property, the Association may provide a Notice to the Owner of the work required and request the Owner to complete the work within thirty (30) days from the Effective Date of the Notice. If the Owner fails to complete the work within that period, the Association has the right, but not the obligation to do the Maintenance work, and assess any associated expense as a Personal Reimbursement Assessment. The failure of the Association to do the Maintenance work shall not shift to it the responsibility for any loss or damage resulting from the Owner's failure to Maintain.

D. Building Permits and Approvals. In cases where a building permit is required by Governmental Regulations, unless otherwise specifically authorized by the Association, each Owner shall (i) obtain all required permits and approvals, (ii)

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provide Notice with a copy of such permits and approvals to the other Owners at least ten (10) calendar days before commencing work, and (iii) obtain final governmental inspection and sign-off.

E. **Contractor Requirements.** For a work item for which a building permit is required by Governmental Regulations, unless the requirements of this Subsection are waived in advance in writing by the Association: (i) such work item shall be performed by a contractor with a currently-valid license to perform such work item; and (ii) the contractor performing the work shall maintain in effect a liability insurance policy, with policy limits of at least two million dollars ($2,000,000) per incident, naming all Owners as insureds, covering damage to persons and property (including the personal Property of all Occupants) that occurs as a result of the work either during or after performance.

F. **Timing of Work Completion.** All work performed by or on behalf of an Owner must be diligently and consistently pursued through completion, and must be completed within a reasonable time.

3.2 **ASSOCIATION MAINTENANCE.** The Association shall Maintain all areas and elements of the Property that it is obligated to Maintain in good condition and repair in order to preserve the safety, value and desirability of the Property.

A. **Common Area.** The Association shall Maintain all Common Area excluding those elements of Exclusive Use Common Area that are required to be Maintained by an Owner under Section 3.1B. Without limiting the foregoing, the Association shall Maintain all elements of the exclusive use decks and the garage doors facing Mariposa Street as described in Section 3.1B.

B. **Sewer Lateral Lines.** The Association shall Maintain all elements of the sewer lateral lines.

3.3 **CONSEQUENTIAL DAMAGE AND LOSS.** The following provisions shall supersede the general rules described in Sections 3.1 and 3.2.

A. **Damage Due To Conduct.**

(1) **Owner Responsibility.** Each Owner is responsible for the costs of all Maintenance of all areas of the Property necessitated by the acts or omissions of him/herself, his/her guests, invitees (including independent contractors and employees), any Occupants or user of his/her Condominium, and of the guests and invitees of such Occupants and users. The Association shall perform the work, and shall assess the cost as a Personal Reimbursement Assessment.

(2) **Association Responsibility.** The Association is responsible for the costs of all Maintenance of all areas of the Property necessitated by the conduct and behavior of its invitees (including independent contractors and employees).

B. **Damage Due To Malfunction.**

(1) **Covered Loss/Point of Origin.** In instances where the damage is not the result of conduct as described in Section 3.3A, the Association shall determine:

(a) Whether the loss would be covered by a typical policy of fire and casualty insurance required to be maintained either by the Association, or by an Owner, under the insurance provisions of this Declaration (a "Covered Loss"); and

(b) Whether it is the Association, or a particular Owner, that is responsible for Maintenance of the specific element that is the "Point of Origin". The Point of Origin is the element of the Property that malfunctioned first and began the chain of events that led to the loss or damage.

(2) **Covered Loss/Association Policy.** If the loss is a Covered Loss under a policy the Association is required by this Declaration to carry, the Association shall submit a claim for such loss. To the extent the restoration cost exceeds policy limits or is within a policy deductible, or if coverage is denied despite reasonable efforts by the Association, such unreimbursed cost shall be allocated based on Point of Origin as provided in Subsection (4) below. However, if there is no coverage as a result of the failure of the Association to maintain coverage required by this Declaration, the Association shall pay the entire cost.

(3) **Covered Loss/Owner Policy.** If the loss is a Covered Loss under a policy an Owner is required by this Declaration to carry, the Owner shall submit a claim for such loss. Since each Owner determines the policy limits

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and deductibles associated with the fire and casualty coverage he/she obtains, each Owner shall be responsible for all cost exceeding policy limits or within a policy deductible. If coverage is denied despite reasonable efforts by the Owner, the cost shall be allocated based on Point of Origin as provided in Subsection (4) below. If there is no coverage as a result of the failure of the Owner to maintain coverage required by this Declaration, such Owner shall pay the entire cost.

(4) Non-Covered Loss/Denial of Coverage. If the loss is not a Covered Loss (as defined above), or where the preceding Subsections provide that the restoration cost shall be allocated based on Point of Origin, the following provisions shall apply:

(a) If the Association is responsible for the element at the Point of Origin, it shall be responsible for the cost. For example, if the Association is responsible for Maintaining exterior painting and siding, and water intrudes into the building from the side, damaging the interior of a Unit, the Association would be responsible for the cost of all restoration to, or within, the Unit.

(b) If an Owner is responsible for Maintaining the element at the Point of Origin, he/she shall be responsible for the cost. For example, if an Owner is responsible to Maintain a plumbing pipe, and the pipe bursts resulting in damage to the Common Area and to another Unit, the Owner would be responsible for the cost of all restoration to, or within, the Common Area and the other Unit. In such an instance, the Association shall perform the work in the Common Area and the other Unit, and shall assess the cost as a Reimbursement Assessment.

3.4 INSURANCE COVERAGE.

A. Association Insurance.

(1) General Liability. The Association shall maintain a policy insuring the Association against public liability incident to the ownership and use of the Property. Limits of liability shall not be less than a combined limit of two million dollars ($2,000,000) for 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.

(2) Officer's Liability. The Association shall maintain an insurance policy insuring the Association and its President against liability arising out of acts or omissions in his/her capacity as an agent 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.

(3) Property Damage. The Association shall maintain a master policy of fire and casualty insurance covering (i) all Common Area, and (ii) all utility fixtures and equipment, (for example, water heaters and furnaces, and all systems, such as hook-ups, ducts, wiring, and pipes, servicing such fixtures and equipment) that are not visible within the interior of a Unit. Such policy shall provide a multi-peril coverage endorsement, and coverage for such other risks as are commonly covered with respect to properties similar to the Property in construction, location and use, or such other fire and casualty insurance as the Association determines gives substantially equal or greater protection. Coverage shall be in an amount equal to the full replacement value of the insured items and elements.

B. Owner Insurance.

(1) Personal Liability. Each Owner must obtain and maintain insurance covering his/her personal liability. Limits of liability shall not be less than a combined limit of five hundred thousand dollars ($500,000) for injury, death and property damage.

(2) Property Damage To Unit. Each Owner must obtain and maintain insurance covering all elements of his/her Unit that are not covered by the Association property insurance, including but not limited to all elements of all walls (including drywall or lathe/plaster), floors, cabinetry, counters, built-in appliances, other fixtures, elements of the plumbing, electrical and HVAC systems that are visible within the interior of the Unit, and Unit improvements or betterments made by the Owner or any previous Owner of the same Unit. The Owner's policy shall include coverage for living expenses during periods while the Owner's Unit cannot be inhabited.

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(3) **Property Damage To Unit Contents.** 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 property.

(4) **Evidence of Insurance.** At least thirty (30) days, but not more than sixty (60) days prior to the end of the fiscal year, each Owner shall provide the Association with evidence of insurance coverage required to be maintained by an Owner as provided in this Section 3.4B.

C. **Inability To Obtain Insurance.** If the insurance required by this Declaration is difficult, impractical or unduly expensive to obtain, the Association shall obtain insurance as nearly equivalent to the required insurance as is reasonably available.

D. **Claims Against Association Insurance.** A decision not to submit a particular claim to an Association insurance carrier must be approved by any Owner who will be forced to pay additional costs as a result of the decision.

E. **Casualty Insurance Proceeds.**

(1) When a particular Owner is responsible for Maintaining an item under this Declaration (as opposed to where he/she is responsible only to pay the cost of Maintenance), and the Association receives insurance proceeds for repair or replacement of the item, the proceeds shall be distributed to such Owner, subject to the limitations in Subsection (2) below.

(2) When Subsection (1) entitles one or more Owners to receive proceeds from Association insurance, but such proceeds must be allocated between Owners or between the Association and one or more Owners, the Association shall use information provided by the insurance carrier relating to how the amount of proceeds was calculated, to the extent such information is available. When such information is not available, or when such information is incomplete, the proceeds shall be allocated in proportion to the cost of Maintenance of the damaged or lost items. Under no circumstances shall the proceeds be allocated based upon Percentage Interest.

(3) If Association insurance proceeds allocated to a particular Owner are insufficient to pay the Maintenance costs for which such Owner is responsible, the Owner shall pay the additional amounts. Similarly, where an Owner is responsible for the Maintenance cost (as opposed to where he/she is responsible to Maintain the item), and the Association insurance proceeds allocated to such Maintenance do not cover the full cost, the Owner shall pay the additional amounts.

F. **Other Insurance Requirements.**

(1) If the Association has employees, it shall maintain workers' compensation insurance as required by law.

(2) 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, prior to cancellation, the insurer shall provide at least thirty (30) days written notice to the Association.

(3) 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.

(4) 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 lender.

(5) The Association shall provide Notice to all Owners as soon as reasonably practical if any of its insurance policies: (i) lapses or is 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.

(6) Within five (5) days of a Notice, each Owner shall provide to the Association written evidence that he/she is in compliance with the insurance requirements of this Declaration, including those relating to any contractor hired by him/her.

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ARTICLE 4. ASSESSMENTS AND REPORTING

4.1 **ALLOCATION OF EXPENSES.** All Regular Annual Assessments, and all Special Assessments, shall be divided among the Owners as follows:

A. **Utility Charges.** 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 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 that is attributable to Common Area service. The Association shall allocate all utility charges paid by it as follows: (i) charges for water and water-related service shall be allocated among the Units according to the number of Occupants in each Unit, and (ii) charges for all other utilities shall be divided equally between the Units.

B. **Maintenance of Garage Doors on Mariposa**

The Association shall be responsible for the Maintenance of the garage doors facing Mariposa Street. However, all costs associated with the Maintenance of a particular garage door shall be the responsibility of the Owner of the garage.

C. **Other Association Expenses.** Except as provided in Subsections A and B, all Association expenses shall be divided among the Units as follows:

Unit	Allocation of Expenses
80	1/3
108	1/3
118	1/3

4.2 **ANNUAL BUDGET.**

A. **Creation of Operating Budget.** Between thirty (30) and ninety (90) days before the conclusion of each fiscal year, the President shall prepare, and provide in a Notice to each Owner, a proposed Association operating budget for the next fiscal year showing estimated revenue and expenses on an accrual basis. The operating budget shall include the amount of Maintenance Reserves scheduled to be collected during the upcoming fiscal year based on the most recent Maintenance Reserves Funding Plan prepared under Section 4.3. The President's proposed operating budget shall automatically become the Association's operating budget for the next fiscal year unless either: (i) the Association, by Majority Approval, adopts an alternative operating budget that satisfies all requirements imposed by California law, including those relating to collection of Maintenance Reserves, at least forty-five (45) days before the conclusion of the fiscal year; or (ii) the President's proposed operating budget would cause a large enough increase in Regular Annual Assessments that an Owner vote would be required under Subsection 5.2G(2), in which case the then-current operating budget shall be deemed to be re-adopted for the new fiscal year.

B. **Revision of Operating Budget.** When there is a demonstrable increase or decrease in the cost of an item included in the operating budget during the course of a fiscal year, the President shall prepare, and provide in a Notice to each Owner, a proposed revised Association operating budget that satisfies the requirements imposed by the preceding Subsection. The Notice shall include verifiable documentation showing the cost increase or decrease. The President's proposed revised operating budget shall automatically become the Association's operating budget effective sixty (60) days after the Notice unless either: (i) the Association, by Majority Approval, adopts an alternative operating budget that satisfies all requirements imposed by California law, including those relating to collection of Maintenance Reserves, prior to such effective date, in which case the revised operating budget adopted by the Association shall become effective thirty (30) days after it is adopted; or (ii) the President's proposed revised operating budget would cause a large enough increase in Regular Annual Assessments that an Owner vote would be required under Subsection 5.2G(2), in which case the then-current operating budget shall remain in effect.

C. **Approval of Operating Budget.** By virtue of acquiring a Condominium subject to this Declaration, each Owner agrees that the President's proposed operating budget, and the resulting Regular Annual Assessments to be imposed on each Owner pursuant to Section 4.4, shall be deemed approved by him/her each year, without additional vote, except under the circumstances specifically described in this Section. The intention of an Owner to challenge the validity of an operating budget or revision proposed by the President for any reason, either through Association vote or through other

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means, shall not provide a legitimate basis for not paying any installment of a Regular Annual Assessment based upon the budget to be challenged Assessment; rather, if the due date of an installment arrives before the President's decision is overruled, the installment is payable in full and on time, and the failure to pay shall have exactly the same legal consequences as the failure to pay any other Regular Annual Assessment installment under this Declaration and applicable law. If the operating budget and resulting Regular Annual Assessment is retroactively modified as a result of Association vote or legal process, the Association shall refund any overpayment.

4.3 **MAINTENANCE RESERVES.** At least once every three (3) years, the President, acting on behalf of the Association, shall undertake a Maintenance Reserves Study and prepare a Maintenance Reserves Funding Plan, and a schedule of Assessments required to fund the Maintenance Reserves, all in accordance with Civil Code §§5550 and 5560. The Association shall keep Maintenance Reserves in a deposit account (the "Maintenance Reserve Account") that is segregated from those accounts holding its other funds as further described in Section 4.8. Withdrawal from the Maintenance Reserve Account shall require the signatures of two (2) Owners. The Association shall not expend Maintenance Reserves, or borrow such funds, except in compliance with Civil Code §§5510, 5515 and 5520.

4.4 **REGULAR ANNUAL ASSESSMENTS.** The Association shall levy "Regular Annual Assessments" against all Owners in the exact amount required to satisfy the Association's funding requirements under the operating budget established pursuant to Section 4.2. Except when an Owner vote is required under Subsection 5.2G due to a large increase in the Regular Annual Assessments, the amount of the Regular Annual Assessments shall not require Association approval (apart from operating budget approval process described in Section 4.2). 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 President, acting on behalf of the Association, shall provide Notice to each Owner of (i) the amount of the Regular Annual Assessment for the upcoming year at the same time he/she distributes the Annual Budget Report (as described in Section 4.10), and (ii) any change in the Regular Annual Assessments not less than thirty (30) calendar days before the due date of such changed Assessment.

4.5 **SPECIAL ASSESSMENTS.** A Special Assessment is an Assessment to defray (i) the cost to Maintain portions of the Property which the Association is obligated to Maintain, (ii) extraordinary expenses of the Association that were not anticipated in the operating budget, or (iii) any other purpose permitted by law. There are two kinds of Special Assessments: Mandatory and Discretionary.

A. **Mandatory Special Assessments.** A Mandatory Special Assessment is an assessment for expenses that the Association is obligated to pay, such as Association insurance premiums, charges for utility services paid by the Association, management expenses, the anticipated costs of Association Maintenance, or replenishment of the minimum balance in the Operating Account.

   (1) Except when an Owner vote is required under Subsection 5.2G, the President may impose a Mandatory Special Assessment at any time, without Association approval, by providing a Notice to all Owners, at least thirty (30) days before the due date of the Special Assessment. The Notice shall show the amount due, the due date and shall include verifiable supporting documentation establishing the need for the Mandatory Special Assessment.

   (2) An Owner may challenge the need for a Mandatory Special Assessment by convening an Owner Meeting. At the Owner Meeting, the Owners, by Majority Approval, may overrule the President's decision to impose the Special Assessment provided there is a reasonable basis for doing so. An Owner who challenges the need for a Mandatory Special Assessment shall continue to be responsible for paying the Assessment until the President's decision is overruled, and the failure to pay shall have exactly the same legal consequences as the failure to pay any other Assessment under this Declaration and applicable law. If the Special Assessment is retroactively modified as a result of Association vote or legal process, the Association shall refund any overpayment.

B. **Discretionary Special Assessments.** Discretionary Special Assessments are those Special Assessments that do not fall within the definition of Mandatory Special Assessments, such as those levied for alterations approved by the Association. The President or any Owner may propose a Discretionary Special Assessment at an Owner Meeting. Notice of the meeting shall include an agenda item describing the proposed Assessment. The voting requirements for approval of a Discretionary Special Assessments are described in the voting provisions of this Declaration. If the Discretionary Special Assessment is approved, the President shall prepare a Notice for each Owner stating the amount and due date, which shall be at least thirty (30) calendar days from the date of the Notice.

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4.6 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 as described in Subsection 5.1B.

4.7 OBLIGATION TO PAY ASSESSMENTS. Each Owner agrees to pay the Regular Annual Assessment, any Special Assessment and any Personal Reimbursement Assessment assessed against him/her, established in accordance with this Declaration and without deduction or offset for any claim an Owner may have against the Association. Each Assessment, together with any late charge, interest, collection costs and reasonable attorneys' fees shall be the personal obligation of the Owner of the Condominium at the time the Assessment was due. **An Owner is permitted to pay any amount owed to the Association under protest to the extent allowed by applicable law.**

4.8 ACCOUNT ADMINISTRATION.

A. Operating Account. The "Operating Account" shall be the initial depository for all Association funds and the source of payment for all Association expenses, and shall be maintained at a federally insured banking institution. A minimum balance of one thousand dollars ($1,000) shall be maintained in the Operating Account at all times, and any shortfall in the minimum balance shall be recouped by Special Assessment. The President may make "Mandatory Disbursements" from the Operating Account without Association approval. Mandatory Disbursements shall be defined as payments for: (i) the minimum expense necessary to end an Emergency; (ii) any expense included as a specific line item in the operating budget adopted under Section 4.2; (iii) any expenses for which a Special Assessment has been made; and (iv) the costs of Association Maintenance required by this Declaration, provided the President has complied with each of the requirements imposed by Subsection 5.3A. Any disbursement which is not defined as a Mandatory Disbursement must be approved in accordance with the voting requirements described in the voting provisions of this Declaration. An Owner shall not be entitled to withdraw any funds from the Operating Account in connection with a transfer of his/her Condominium.

B. Maintenance Reserves Account. The "Maintenance Reserves Account" shall be the segregated depository for Maintenance Reserves, and shall be maintained at a federally insured banking institution. A minimum balance of one thousand dollars ($1,000) shall be maintained in the Maintenance Reserves Account at all times, and any shortfall in the minimum balance shall be recouped by Special Assessment. Although withdrawal from the Maintenance Reserve Account shall require the signatures of two (2) Owners, use of funds in the Maintenance Reserve Account to pay the costs of Association Maintenance required by this Declaration is mandatory, and it shall be a violation for any Owner or group of Owners to act in any manner, including refuse to sign a check, that would effectively prevent, or interfere with, such use. The Association shall not expend Maintenance Reserves, or borrow such funds, except in compliance with Civil Code §§5510, 5515 and 5520.

4.9 FINANCIAL REVIEW. On a quarterly basis, the President, acting on behalf of the Association, shall reconcile each of its accounts, and compare the current year's actual Repair/Replacement Reserves and expenses to the budget, as required by Civil Code §5500.

4.10 ANNUAL REPORTING. Each year, the President, acting on behalf of the Association, shall provide a Notice to all Owners that includes an Annual Budget Report in compliance with Civil Code §5300, and an Annual Policy Statement in compliance with Civil Code §5310.

4.11 REVIEW OF FINANCIAL STATEMENTS. When required by Civil Code §5305, the Association shall provide a review of its financial statements prepared in accordance with that Section as a Notice to all Owners.

4.12 ACCESS TO ASSOCIATION RECORDS. The Association shall at all times maintain all "Association Records" required under Civil Code §5300. The Association Records shall be available for inspection by an Owner or his/her representative as provided in, and subject to the restrictions and requirements of, Civil Code §§5205, 5210, 5215, and 5225.

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ARTICLE 5. MANAGEMENT BYLAWS

5.1 RIGHTS AND DUTIES OF ASSOCIATION.

A. Scope of Association Rights. 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.

B. Enforcement of Governing Documents. The Association shall exercise prudent business judgment in determining whether, when and how to enforce the Governing Documents. 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.

C. Adoption of Rules and Owner Discipline. The Association shall be permitted to create and change Rules, including those imposing fines and penalties, provided it complies with the requirements of Civil Code §§4340, 4350, 4355, and 4360. The Association shall comply with the requirements of Civil Code §5850 when it levies a Personal Reimbursement Assessment and/or imposes monetary penalties on any Owner, and with the requirements of Civil Code §5855 when it imposes discipline of any kind on an Owner. The Association may not impair an Owner's right to use and enjoy his/her Condominium as part of any disciplinary action.

D. Delinquent Assessments.

(1) 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: (i) impose a late charge in the maximum amount permitted by applicable law on delinquent payments; (ii) recover reasonable costs incurred in collecting delinquent Assessments including reasonable attorney fees; and (iii) charge interest on delinquent payments, late charges, collection costs, and attorney fees, at the maximum amount permitted by applicable law, beginning thirty (30) days after the due date and continuing until the date payment is received.

(2) 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 providing Notice to the Owner.

(3) Assessment Liens. A delinquent Assessment, regardless of type, plus any late charges, interest, costs of collection or related charges, shall become a lien on the delinquent Owner's Condominium beginning on the date the Association records a notice of delinquent assessment with the County Recorder. The Association shall comply with all requirements of applicable law, including those described in Civil Code §§5660, 5670, 5675, 5685, when recording such a notice. Such a lien may be enforced in any manner permitted by law.

(4) Non-judicial Foreclosure. Provided it complies with all requirements of applicable law, including Civil Code §§5705, 5710, 5715 and 5720, the Association may undertake a non-judicial foreclosure in accordance with Civil Code §2924 to enforce a lien for delinquent Regular Annual Assessments and Special Assessments, and a lien for delinquent Personal Reimbursement Assessments levied against an Owner to reimburse the Association for Maintenance costs for which such Owner is responsible. 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 non-judicial foreclosure except as allowed by law.

(5) 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 fees and interest. Upon payment of delinquent sums, 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) of the affected Owner's Condominium.

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(6) 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.

E. Litigation. 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 (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 Property which the Association is obligated to Maintain. 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.

F. Mechanic's Liens. When a mechanics lien against the Common Area arises from work for which an Owner has contracted, any Owner, on behalf of the Association may discharge it and charge any associated cost to the responsible Owner as a Personal Reimbursement Assessment. When a mechanics lien arises from work for which the Association has contracted, the Association shall promptly discharge it.

5.2 ASSOCIATION DECISION-MAKING. Because the Property consists of four or fewer Condominiums, the Association shall not have an elected board of directors, and all decisions shall be made by the Owners as provided in this Section. To the extent that applicable law refers to, or specifies that, a decision is to be made by the board of directors: (i) each Owner entitled to vote shall be deemed to be a director; and (ii) the procedures described below relating to Notice, agenda, quorum, voting procedure, and voting power, shall apply unless applicable law specifically provides otherwise. Certain actions must be voted on by secret ballot in accordance with Civil Code §§5100 et seq. Such actions include amending the Governing Documents, granting exclusive use of any portion of the Common Area to any Owner or group of Owners (except where applicable law permits the grant without Owner approval), and those increases in assessments which are legally required to be voted on by the Owners (as described in Subsection G(2) below).

A. Informal Gatherings. California law prohibits any subgroup of Owners from discussing or taking action on any item of Association business except during a meeting, or through a written ballot procedure, that complies with the notice, formality and participation requirements described in this Section. Any in-person gathering, teleconference, or email exchange, however informal, in which Owners participate and discuss Association matters, is prohibited unless it satisfies these requirements.

B. Meeting Notice. Notice of each meeting shall be given by the Owner calling the meeting. The Notice shall include: (i) the date and time of the meeting; (ii) a location at which at least one (1) Owner will be present and other Owners may gather; (iii) a conference call-in number; (iv) if a video link will be available, instructions relating to the usage of such link; and (v) an agenda of all items to be acted upon at the meeting. Only matters listed on the agenda may be acted upon unless all Owners are present at the meeting (in person, from a remote location, or by proxy). The Notice shall be given at least twenty (20) but not more than ninety (90) days before the meeting; however, in an Emergency Situation, Notice may be given as little as two (2) days before the meeting.

C. Physical Location of Meeting and Remote Participation. Every meeting shall have at least one physical location, specified in the meeting Notice, at which Owners may congregate with the ability to hear and be heard by all participants. An Owner shall be deemed present at the meeting for the purpose of satisfying quorum and voting requirements if he/she is connected via an audio and/or video link that enables him/her to hear and be heard by all other attending Owners. The President shall preside at all meetings. Each Owner shall be permitted a reasonable time to speak.

D. Written Ballot Procedure. Any action which may be taken at an owner meeting may be taken without a physical gathering provided (i) a written ballot describing the proposed action, stating the number of responses needed to meet quorum requirements and the number of approvals required for passage, and providing an opportunity to specify approval or disapproval, is distributed as a Notice to every Owner entitled to vote on the matter, (ii) Owners are provided a reasonable time to return the marked ballot, and (iii) the ballot secrecy and special voting procedures described in Civil Code §§5100 et seq. are satisfied when they apply to the matter being decided. Approval of an action by written ballot shall be valid only if the number of votes properly returned within the specified time frame equals or exceeds the number required for a quorum at a meeting, and the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting. A vote cast by written ballot may not be revoked.

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E. **Quorum Requirements.** Except as otherwise provided in the Governing Documents, a quorum shall be required for the Association to take action at a meeting or by written ballot. A quorum shall consist of an Owner or Owners who, individually or collectively, is/are entitled to cast two (2) or more votes.

F. **Voting Power.** Generally, each Unit shall have one vote. However, if one (1) or more of the Owners of one Unit is also one (1) or more of the Owners of another Unit, those two (2) Units shall together have only one (1) vote. A Unit's vote shall be cast by its "Designated Party". Whenever there is more than one (1) person or entity constituting the Owner of record for a Condominium, or when the Owner is an entity, such Owner shall designate one (1) natural person as the Designated Party for that Owner by Notice to the Association within thirty (30) days of acquiring such Unit. Thereafter, the identity of the Designated Party may be changed (i) during the thirty (30) days following a transfer of the Condominium, and (ii) on one (1) occasion during each calendar year. When a single natural person is the Owner, such person shall automatically be deemed the Designated Party. Fractional votes are not allowed. Any Owner may vote by proxy, which is a written authorization signed by an Owner or the authorized representative of the Owner that gives another person the power to vote on behalf of that Owner. All proxies shall be deemed to be authentic and valid if they are filed with the President before the vote is cast. Every proxy shall be revocable prior to the receipt of the ballot, and shall automatically cease upon (i) conveyance of the Owner's Condominium, (ii) the death or judicially declared incompetence of the Owner, or (iii) passage of eleven (11) months from date the proxy was created.

G. **Vote Required For Association Action.**

(1) **Majority Approval.** Except as otherwise provided in this Declaration, Majority Approval shall be required for Association action. Majority Approval is defined in Article 1.

(2) **Assessment Increases.** Notwithstanding anything to the contrary in Sections 4.2 and 4.5, except in an Emergency Situation, Majority Approval shall be required for: (i) an increase in the Regular Annual Assessments for a particular fiscal year that would become effective before compliance with the Annual Budget Report requirements (described in Section 4.10) for that fiscal year; (ii) a Regular Annual Assessment increase of more than twenty percent (20%); and (iii) a Special Assessment which, when added to all other Special Assessments levied during the same fiscal year, exceeds five percent (5%) of the budgeted gross expenses for that fiscal year.

(3) **Unanimous Approval.** The following acts require an affirmative vote on behalf of all Owners entitled to vote:

(a) Approval of any Special Assessment, which does not fall within any of the following categories: (i) it is a Mandatory Special Assessment under Subsection 4.5A, (ii) it is required to respond to an Emergency, or (iii) if the amount, when added to all other non-Mandatory Special Assessments made within the preceding three (3) month period is less than one thousand five hundred dollars ($1,500);

(b) Approval of a disbursement which does not fall within any of the following categories: (i) it is a Mandatory Disbursement under Subsection 4.8A; (ii) it is required to respond to an Emergency; or (iii) the amount, when added to all other disbursements made within the preceding three (3) month period for items not falling within category (i) or (ii) would be less than one thousand five hundred dollars ($1,500);

(c) 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;

(d) Change the allocation of expenses, Assessments, voting power, or responsibility for Maintenance;

(e) 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;

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

(g) Except as specifically provided in this Declaration, alter, reconfigure or redefine the boundaries of a Unit, Exclusive Use Common Area, or Common Area, or approve a substantial alteration to the exterior appearance of the Property; and

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

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H. Deadlock. In the event of a deadlock, the matter shall be resolved as provided in Subsection 7.4D and (absent law or a provision of the Governing Documents requiring a particular decision) an 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. It is expressly provided that a deadlock shall not be deemed to exist when the Governing Documents specify a particular course of action, even where the voting Owners are evenly split on whether such course should be followed.

I. Suspension Of Voting Rights. The Association may suspend the voting rights of an Owner as part of disciplinary action imposed pursuant to Subsection 5.1C.

5.3 DUTIES OF PRESIDENT. Unless otherwise agreed by all Owners, the initial President shall be the Owner of the Condominium with the lowest numerical designation on the Condominium Plan. The initial President shall serve a term of one (1) year unless terminated for cause as provided in Subsection G. At the conclusion of the term, an Owner from the Unit with the next highest numerical designation shall serve as President for one (1) year unless terminated for cause, and the rotation among the Units shall continue annually. The President's duties shall be as provided below.

A. Association Maintenance. The President shall facilitate all Maintenance and improvement undertaken by the Association as follows.

(1) If he/she reasonably believes that Maintenance is mandated by this Declaration, he/she may proceed with it without further Association approval, provided that if the Maintenance will cost more than one thousand five hundred dollars ($1,500), he/she must solicit and obtain at least two bids for the work prior to contracting for it.

(2) If he/she reasonably believes that Maintenance is not mandated by this Declaration, he/she shall solicit and obtain at least two bids for the work and submit the matter to the other Owners for decision in accordance with this Declaration before proceeding.

(3) In all instances, he/she shall: (i) use only licensed and fully insured contractors unless otherwise specifically authorized by the Association; (ii) in cases where a building permit is required by Governmental Regulations, unless otherwise specifically authorized by the Association, require that the contractor obtain all required permits and approvals, and ensure that the contractor obtains final governmental inspection and sign-off; (iii) enter into a written agreement for the work that describes, in detail, the scope of work, amount of payment, and timing of payment; (iv) arrange for access to the work area; (v) monitor the progress of the work by inspecting it with reasonable regularity; and (vi) upon completion of the work, perform a reasonable inspection to determine completeness and quality prior to making final payment.

(4) It is expressly provided that unless the President completes the Maintenance him/herself, he/she shall not be responsible for improperly completed Maintenance.

B. Cleaning. The President shall arrange and facilitate regular cleaning of Common Areas other than Exclusive Use Common Areas in accordance with policies established by the Association.

C. Keys. The President shall maintain keys to all Units and locked Exclusive Use Common Areas, but may enter these areas only in an Emergency.

D. Accounting.

(1) General Accounting Practice. The President shall (i) use his/her best efforts to collect all funds owed to the Association by all individuals including Owners, and to immediately provide Notice to all Owners when any funds owed to the Association are five (5) calendar days overdue, (ii) timely pay all Association debts to others from funds in the Operating Account (regardless of whether all Owners are current in their payments to the Association) and immediately provide Notice to all Owners when it becomes evident that funds in the Operating Account will be insufficient to satisfy current obligations, and (iii) maintain proper and complete books of account of the Association at his/her home or principal place of business which shall be open to inspection by any representative of any Owner at any reasonable time.

(2) Maintenance Reserve Funding Plan. At least every three (3) years, the President, acting on behalf of the Association shall undertake a study of the reserve account requirements and shall prepare a Maintenance Reserves

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Funding Plan. The plan shall include a schedule of the dates and amount of any change in the Regular Annual or Special Assessments needed to fund the reserves, in accordance with Civil Code §§5550 and 5560.

(3) Assessments and Expenditures. As provided in this Declaration, the President may, and under certain circumstances shall, (i) adjust the operating budget or impose Assessments, and (ii) make Mandatory Disbursements of Association funds.

E. Other Duties. In addition to those duties listed above, the President shall perform other duties as described elsewhere in this Declaration.

F. Delegation of Duties. The Association may at any time vote to delegate any or all of the above duties to other Owners. Except where prohibited by law, the Association may employ, or retain as independent contractor, a manager to perform all or any part of the President's 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. In the event of delegation to a manager or employee, the President shall retain the duty and authority to supervise the manager or employee.

G. Refusal/Inability To Serve.

(1) 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.

(2) In the event an Owner is unable or unwilling to act as President during his/her Unit's rotation, he/she shall arrange for another Owner to act as President and shall compensate that Owner in an amount to be negotiated between them. In the event such an agreement cannot be reached, the Owner who is unable or unwilling to act as President shall hire a manager, who has received Majority Approval, to provide the required services during his/her rotation, and shall be responsible for compensating that manager. Should an Owner fail to make such an arrangement, the Association may do so and levy a Personal Reimbursement Assessment for all costs against the responsible Owner. A President may be removed from office for cause, and such President shall be considered "unable to act as President" under this Section.

ARTICLE 6. MORTGAGE PROTECTION

6.1 DEFINITION OF "MORTGAGE" AND "MORTGAGEE". In this Article: Mortgage means the conveyance of any interest in a Condominium to secure the performance of an obligation, and (ii) Mortgagee means a person or entity in whose favor a Mortgage is made. The word "Mortgage" shall be considered synonymous with "deed of trust", and the word "Mortgagee" shall be considered synonymous with "beneficiary" under a deed of trust.

6.2 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 date 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.

6.3 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.

6.4 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.

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6.5 MORTGAGEE RIGHTS. Each Mortgagee shall have the following rights:

A. The right to furnish information to any Owner concerning the status of any Mortgage.

B. The right to obtain the same information as an Owner from the Association upon written request and payment of required fees.

C. The right to appear at Owner meetings to draw attention to violations of the Governing Documents that have not been corrected or that have been made the subject of remedial proceedings or Assessments.

D. The right to receive notice of the following from the Association:

(1) The occurrence of loss, casualty, condemnation or eminent domain which affects either a material portion of the Property or the Condominium secured by the Mortgagee:

(2) 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;

(3) Any lapse, cancellation or material modification of any Association insurance policy, and

(4) Any proposed action that requires the consent of a specified percentage of Mortgagees.

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.

6.6 MORTGAGEE APPROVAL REQUIREMENTS. The prior written consent (or deemed consent as provided below) of Mortgagees that represent at least 51% of the votes of separate interests that are subject to Mortgages shall be required to take any of the following actions:

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

B. To 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 changing the pro rata share of ownership of each Owner in the Common Area;

C. To 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. To 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. Amend any provision of the Governing Documents that would have a material adverse effect on Mortgagees.

Any Mortgagee that does not respond within sixty (60) days to a written consent request shall be deemed to have consented, provided that the written consent request was delivered to the Mortgagee by certified or registered mail, with a "return receipt" requested. If the Association amends or replaces a Governing Document without obtaining Mortgagee approval, the changed or new Governing Document shall be binding upon every individual or entity except: (i) an individual or entity that is a Mortgagee at the time the amendment or replacement document takes effect and that did not consent to the amendment/replacement either explicitly or through failure to respond (a "Non-Consenting Mortgagee"); or (ii) a person or entity that acquires an interest in the Property from a Non-Consenting Mortgagee following a foreclosure or deed in lieu of foreclosure or a successor in interest to such a person or entity.

6.7 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

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shall have no obligation to pay Assessments accruing after the date title is transferred.

ARTICLE 7. GENERAL PROVISIONS OF DECLARATION

7.1 MANNER OF PROVIDING NOTICES, DOCUMENTS AND REPORTS. When the Governing Documents provide for Notice to be given to the Association, the President, or an Owner, it shall be in a writing transmitted as provided in this Section. Notice to any Co-Owner of a Condominium shall be deemed Notice to all Co-Owners of that Condominium. Notice to the Association shall be given to the President.

A. **Email Method.** Notice may be transmitted by email at the address for the intended recipient most recently provided to the President. Each Owner hereby consents to receive Notice by email. Any Owner who wishes to change the email address used by the Association for delivery of Notice may do so at any time by providing a Notice to all other Owners. Any Owner may revoke his/her consent to receive Owner Notice by email at any time by providing Notice of such revocation to all other Owners, after which Notice shall be given to such Owner only as provided in Subsection B; however, while an Owner is acting as President, he/she must continue to accept email Notice to the Association and to the President. Notice by email shall be deemed delivered on the date it is transmitted.

B. **Postal Method.** Notice may also be transmitted by first-class mail postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier, addressed to the recipient at the address last shown on the books of the Association. Notice sent via any method described in this Subsection shall be deemed delivered on the date it is deposited with the U.S. Postal Service or express service carrier.

7.2 TRANSFER DISCLOSURES AND NOTICE OF TRANSFER.

A. **Disclosures Required for Transfers.** Within ten (10) days from a Notice from an Owner with regard to the proposed sale or transfer of a Condominium, the Association shall provide the Owner with the documents listed in Civil Code §4525. The Owner shall provided such documents to any prospective purchaser as soon as practicable before the transfer of title or the acceptance of a purchase contract.

B. **Notice of Transfers.** An Owner who transfers any interest in a Condominium, whether by lease, sale, gift, exchange or otherwise, shall provide Notice to the Association 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.

7.3 OWNER ACCOUNTABILITY. An Owner (Responsible Owner) is responsible to the Association for the conduct and behavior of the following persons (non-Owners): his/her guests, invitees (including independent contractors and employees), any Occupants or users of his/her Condominium, (including tenants and roommates), and guests and invitees of such Occupants and users. The consequence of such responsibility is that if a non-Owner violates this Declaration, the Responsible Owner is deemed to have committed the violation and is subject to the same procedures and consequences applicable as if he/she committed the violation. No one other than the Responsible Owner shall be required to seek compliance by, attempt to work things out with, or otherwise interact with, the violating non-Owner.

7.4 DISPUTE RESOLUTION.

A. **Inapplicability to Assessment Disputes and Collections.** None of the provisions below shall apply to any dispute or procedure (of any kind) relating to an attempt to collect a Regular Annual Assessment, Special Assessment, or Personal Reimbursement Assessment, provided that the Association has complied with all other requirements imposed in the Governing Documents.

B. **Internal Procedure.** In any dispute between the Association and an Owner that is not subject to either the alteration approval procedures of this Declaration or the requirements of Civil Code §5855, the parties shall participate in the internal dispute resolution procedure described in Civil Code §5915.

C. **Mediation.** Mediation is an informal and voluntary attempt to resolve a dispute with the help of a neutral individual who has no decision-making authority. Any dispute related to the Association or to the Property that is not resolved through a meet and confer procedure, shall be submitted to mediation. Any Owner desiring mediation shall provide a "Notice of Mediation" to all Owners which shall include (i) the name and address of the mediator, and (ii) a date and time for mediation, which date must be at least ten (10) calendar days before the date set for the mediation. Each Owner shall attend and participate in the mediation. If any Owner is unable to attend the mediation at the proposed date, time

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and place, he/she may arrange an alternative acceptable to all other Owners provided the alternative date is within seven (7) days of the original proposed date. The costs of mediation shall be shared equally by all Owners and shall be paid at the time of the 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 reasonable attorney fees, incurred by an Owner so petitioning unless it finds that the Owner against whom the petition is filed acted with substantial justification or that other circumstances make the imposition of such expenses unjust.

D. 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 that has not been resolved through the meet and confer or mediation procedures described in this Declaration shall be resolved through mandatory binding arbitration by the Judicial Arbitration and Mediation Service ("JAMS") 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 unjust. An arbitration award may be entered as a court judgment and enforced accordingly.

E. Other Exempt Disputes. The following matters are not subject to the mandatory binding arbitration provisions of this Declaration; however, litigation relating to these matters may be subject to the alternative dispute resolution requirements of Civil Code §5930, as applicable: (i) an attempt to recover possession of real property through an unlawful detainer; (ii) a Partition pursuant to Civil Code §4610; (iii) a claim for bodily injury or wrongful death; and (iv) recordation of a notice of pending action, or an order of attachment, receivership, injunction or other provisional remedy which may provide interim protection during the pendency of an arbitration proceeding.

7.5 CATASTROPHIC DAMAGE. As used in this Section, "Catastrophic Damage" means sudden and unexpected physical damage to portions of the Property that 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 Maintenance from Association funds and insurance proceeds, and (ii) obtain two or more written bids from separate licensed contractors. 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 restoring the damaged areas of the Property would not necessitate a Special Assessment of more than fifty thousand dollars ($50,000) on any Owner, the Association shall perform the work, and any difference between the total funds available and the actual cost shall be imposed as a Special Assessment. If the work would necessitate a Special Assessment of more than fifty thousand dollars ($50,000) on any Owner, the Association shall not perform the work unless all such Owners vote to do so. If the Association does not perform the work, 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 7.7. 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 work for the Association necessitated by Catastrophic Damage shall (i) hold all licenses legally required for such work and (ii) enter into a written contract with the Association which satisfies all of the requirements for bids specified in Subsection A. The Association shall ensure that the work is diligently pursued to completion in accordance with best construction practices prevailing in the locale at the time the work is done. Payment and performance bonds shall be required in Maintenance 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.

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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 provide Notice to each Owner 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 Condominium Plan.

7.6 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.

7.7 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 owed shall be subtracted from the amount to be disbursed to that Owner.

7.8 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.

7.9 AMENDMENT OF DECLARATION. This Declaration may be amended with Majority Approval provided that the amendment would not effectively circumvent more specific voting requirements within the document. 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 affirmative votes have been cast. The Association shall distribute a copy of the amendment as a Notice to each Owner as soon as it becomes effective.

7.10 ADDITIONAL GENERAL PROVISIONS. 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. 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 the Condominium Plan, 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

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statute shall include another statute which thereafter governs the same subject. 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.

The undersigned hereby state that: (i) we are the only owners of the real property more particularly described on Exhibit "A" to this Declaration, and (ii) we consent to the recording of this Declaration and the Condominium Plan attached as Exhibit "B" to this Declaration.

James X. Seto DATE

Lee Seto DATE

Saovanh Seto DATE

Robert F. Seto DATE

Don Seto DATE

Amy Lee Seto DATE

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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, _____

a Notary Public, personally appeared:

_____

_____

_____

_____

_____

_____

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

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

WITNESS my hand and official seal.

Signature _____
Name (typed or printed)

_____
Notary Public in and for said County and State

(seal)

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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 one (1) and two (2) in Block (2) as designated on the Map entitled "Amended Map of Subdivisions Nos. 1, 2, & 3 of City of Visitation, California," which Map was filed in the Office of the Recorder of County of San Mateo, State of California on October 14, 1908 in Liber 6 of Maps at Page 45.

APN: 007-223-010

Exhibit "B"

A 3-Unit Residential Condominium Project for 118 Mariposa Street, 108 Mariposa Street, and 80 Plumas Street, Brisbane, CA

APN: 007-223-010

Being all that certain real property ("Property") in the City of Brisbane, County of San Mateo, State of California, shown on that certain grant deed Document Number 2013-016657, filed on January 31, 2013 San Mateo County Recorders Office.

RECEIVED

FEB 0 1 2016

Comm. Dev. Dept. Brisbane

Owner's Statement:

We hereby state that we are the only owners and holders of secuirty interest or have some record title or interest in and to the real property included within the subdivision shown upon this plan; that we are the only persons whose consent is necessary to pass clear title to said real property; that we hereby consent to the making and recording of said plan and subdivision as shown within the distinctive border line; that said plan constitutes and consists of a survey showing monumentation on the ground within the meaning of paragraph 1351(e)(1) of the Civil Code of the State of California; and that we hereby consent to the making and recording of said plan pursuant to Chapter 1,Title 6, Part 4, Division Second of the Civil Code of the State of California.

In witness whereof we have caused these presents to be executed this _____day of _____, 20____.

Owner(s): By:_____
James X. Seto

By:_____
Saovanh Seto

By:_____
Don Seto

By:_____
Lee Seto

By:_____
Robert F. Seto

By:_____
Amy Lee Seto

Owner's Acknowledgement:

State of California }
County of _____ }ss

On_____20___ before me, _____,

A Notary Public, personally appeared

James X. Seto, Saovanh Seto, Don Seto, Lee Seto

Robert F. Seto, Amy Lee Seto

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

I certify under penalty of purjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature:_____

Notary Public State of CA Commission No.:_____
My Commission Expires:_____
County of Principal Place of Business:_____

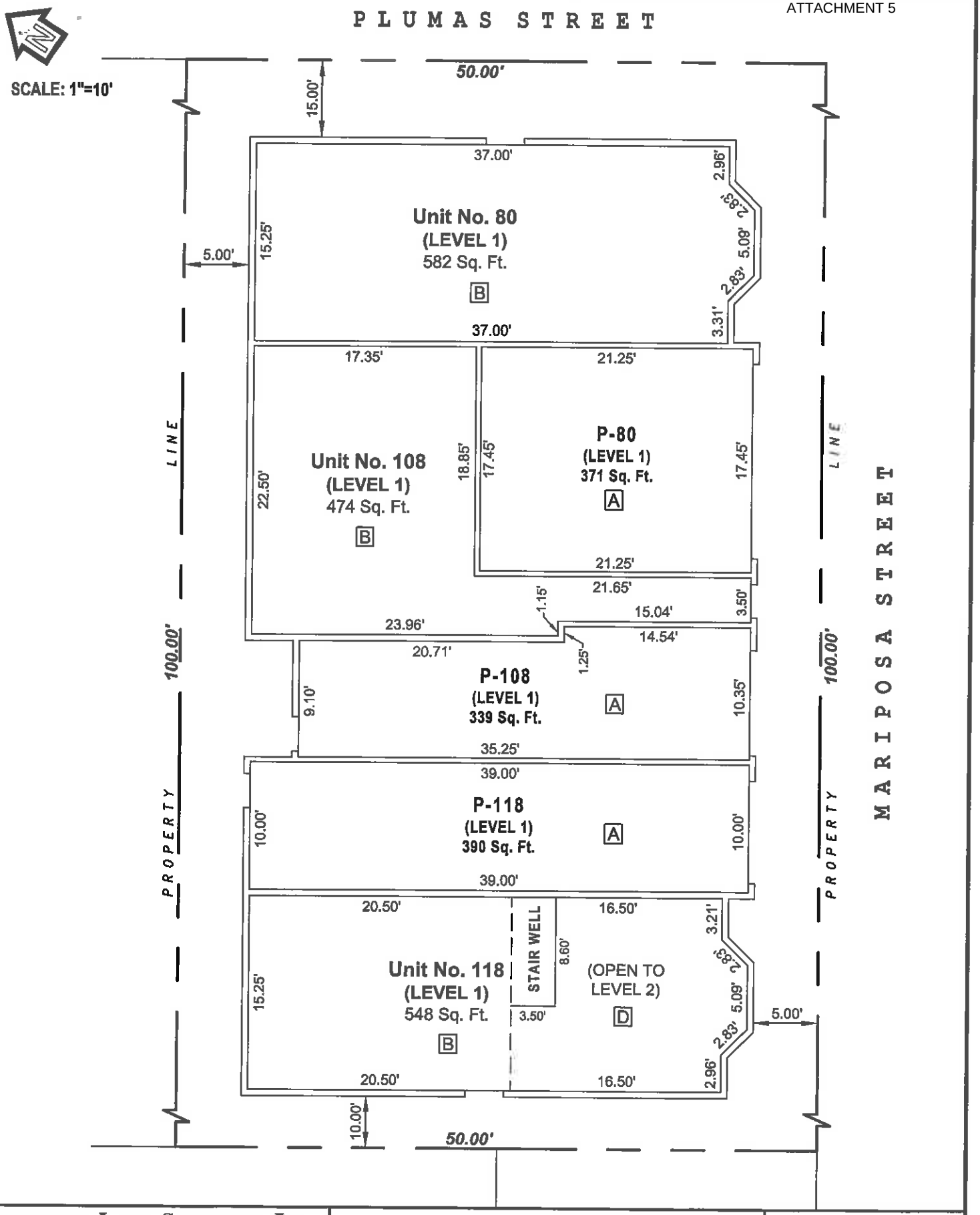
AMERICAN LAND SURVEYING, INC.
1390 Market St, #303, San Francisco, CA 94102
Ph: (415) 888-8580 E: office@alspls.com

Date: 1/27/2016 | Drawn: JE | Check: SG

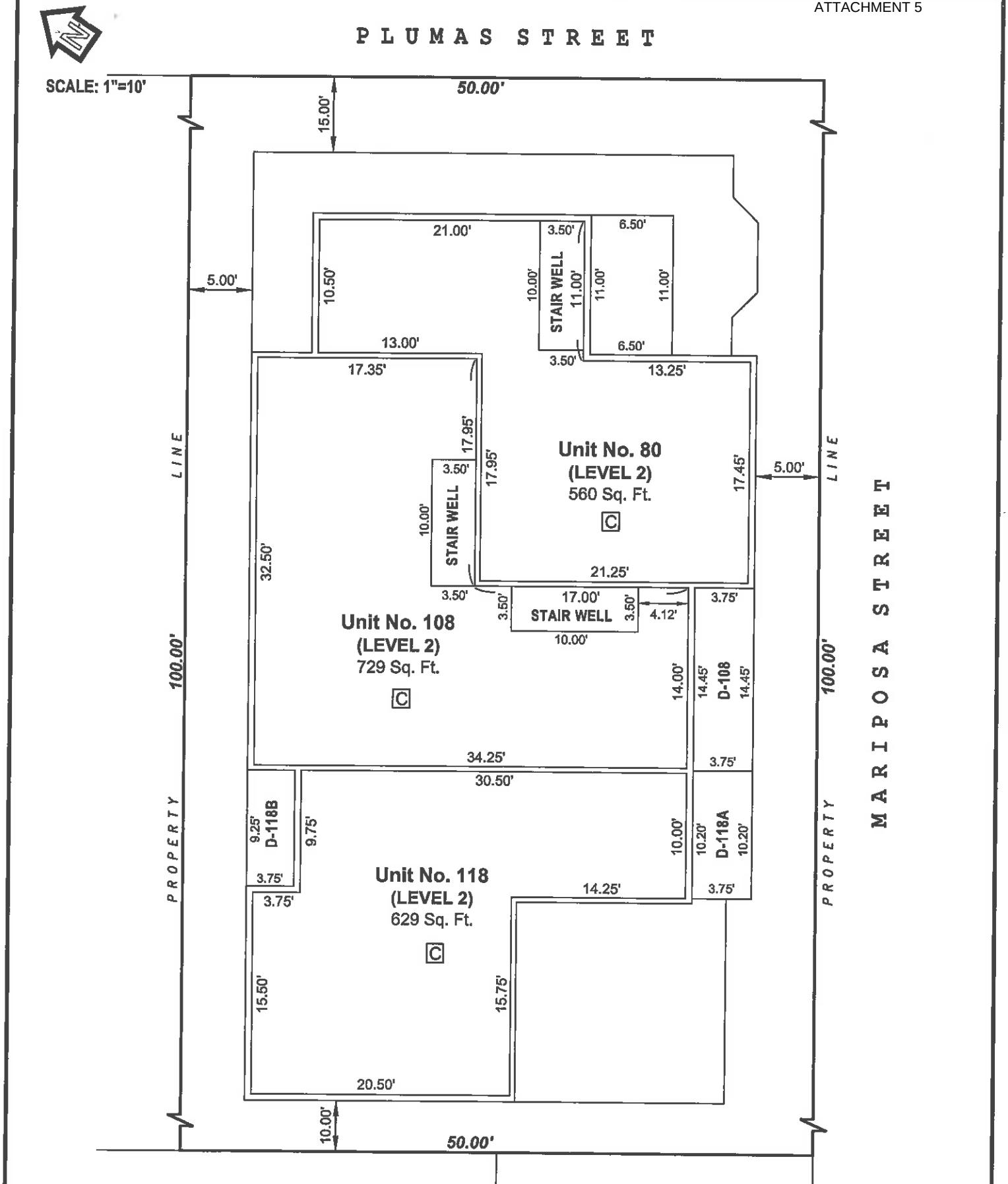
Exhibit "B" - Condominium Plan of
118 Mariposa Street, 108 Mariposa Street, and
80 Plumas Street, Brisbane, CA APN: 007-223-010

Certificate Sheet

Sheet 1 0f 5



AMERICAN LAND SURVEYING, INC. 1390 Market St, #303, San Francisco, CA 94102 Ph: (415) 888-8580 E: office@alspls.com	**Exhibit "B" -** Condominium Plan of 118 Mariposa Street, 108 Mariposa Street, and 80 Plumas Street, Brisbane, CA APN: 007-223-010	Floor Plan
Date: 1/27/2016 | Drawn: JE | Check: SG		Sheet 4 0f 5



AMERICAN LAND SURVEYING, INC. 1390 Market St, #303, San Francisco, CA 94102 Ph: (415) 888-8580 E: office@alspls.com	**Exhibit "B" -** Condominium Plan of 118 Mariposa Street, 108 Mariposa Street, and 80 Plumas Street, Brisbane, CA APN: 007-223-010	Floor Plan
Date: 1/27/2016 | Drawn: JE | Check: SG		Sheet 5 0f 5

Assessor's Lot No.	Unit	Area Sq. Ft.	Common Area %
	80	1142	1/3
	108	1203	1/3
	118	1177	1/3

Floor Elev.	Ceiling Elev.
A 11.11'	20.48'
B 11.93'	20.48'
C 21.41'	29.01'
D 11.93'	29.01'

Designation	Area (Sq. Ft)
P-80	371
P-108	339
P-118	390
D-80	72
D-108	54
D-118A	38
D-118B	35

General Notes:

1. The subdivision depicted hereon is subject to the provisions of the Davis-Stirling Common Interest Development Act, Title 6, Part 4, Division 2 of the Civil Code.
2. Units. A 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 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, HVAC, and other systems serving only the Unit. A Unit does not include any portion of the frames of windows or exterior doors which is not exposed within a unit interior, or any structural component of walls, ceilings, and floors.
3. Common Area. The Common Area consists of the entirety of the Property except for the Units.
4. The owner of each unit shall own an undivided interest in the common area as shown on page 4 of this plan.
5. All building angles are 90 or 45 degrees unless otherwise noted.
6. All dimensions are measured in feet and decimals thereof.
7. All exterior walls thickness for the 1st floor is 0.5' and the thickness of the 2nd floor is 0.5' unless otherwise noted.
8. All interior walls are 0.5' thick unless otherwise noted.
9. Property line to monument line measured distance was based upon a field survey.
10. Benchmark: elevations shown hereon are based on City of Brisbane Benchmark Number 74, at the top of fire hydrant an elevation of 13.05'.
11. The Basis of Bearing for this survey is S56°45'00"W between the found mouments along Mariposa Street per Corner Record #1086 on file with the San Mateo County County Surveyor's Office.
12. Areas designated (P-80, P-108, P-118) as shown on Sheet 4 are parking areas; easements for the exclusive use of said areas shall be granted as an appurtenance to a particular unit.
13. Areas designated (D-118A, D-118B, D-108, D-80) as shown on Sheets 4 and 5 are deck areas; easements for the exclusive use of said areas shall be granted as an appurtenance to a particular unit.

Surveyor's Statement:

This map was prepared by me or under my direction an is based upon a filed survey in conformance with the requirements of the subdivision map act and local ordinance at the request of Jim Seto December 2013. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map if any. All monuments are of the character and occupy the positions indicated, and are sufficient to enable the survey to be retraced.

_____ Date

American Land Surveying, Inc.
Serena L. Goodwin , LS 8708
License Expires: December 31, 2015

AMERICAN LAND SURVEYING, INC.
1390 Market St, #303, San Francisco, CA 94102
Ph: (415) 888-8580 E: office@alspls.com

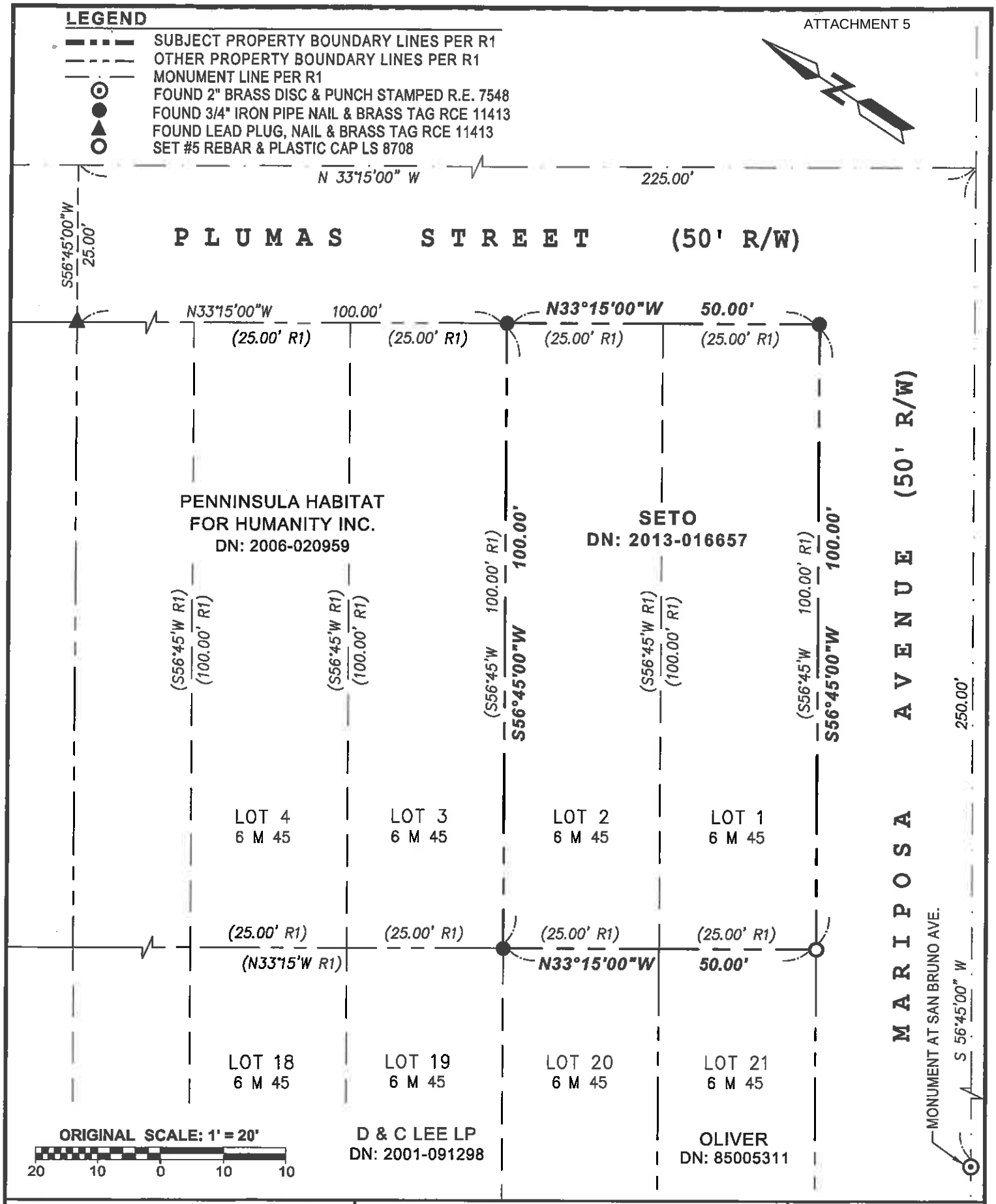
Date: 1/27/2016 | Drawn: JE | Check: SG

Exhibit "B" - Condominium Plan of
118 Mariposa Street, 108 Mariposa Street, and
80 Plumas Street, Brisbane, CA APN: 007-223-010

Certificate Sheet

Sheet 2 0f 5

ATTACHMENT 5



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Date: 1/27/2016 | Drawn: JE | Check: SG

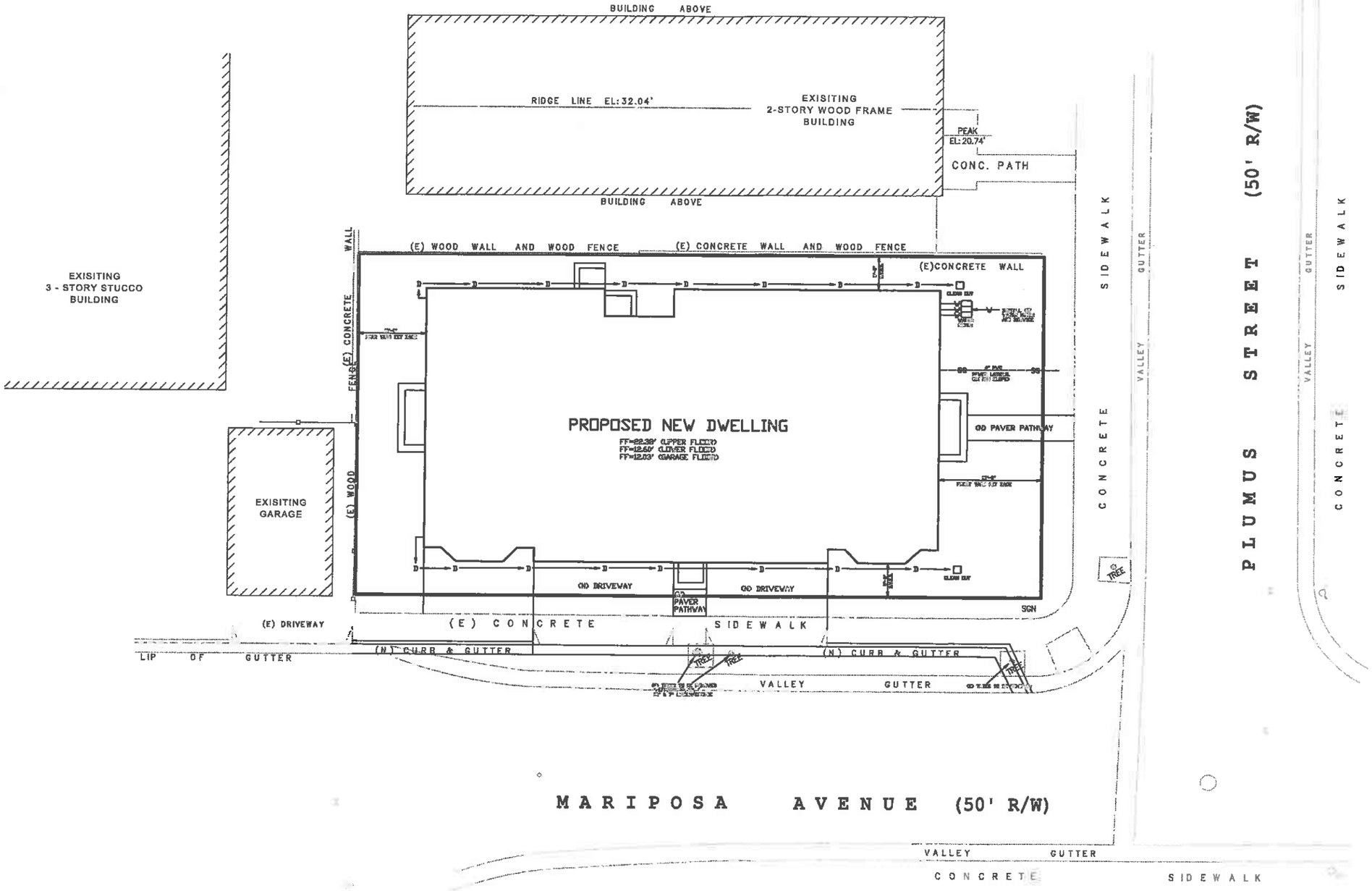
Exhibit "B" - Condominium Plan of
118 Mariposa Street, 108 Mariposa Street, and
80 Plumas Street, Brisbane, CA APN: 007-223-010

Site Plan

Sheet 3 0f 5

GENERAL NOTES

1. PRIOR TO START OF CONSTRUCTION, PROVIDE CONSTRUCTION STAKES TO ESTABLISH LOCATION OF PROPERTY LINES.



SITE PLAN
SCALE 1/16" = 1'-0"

Design Permit DP-2-13 excerpts

REVISIONS	BY

NEW PLUMAS STREET CONDOMINUMS
SETO RESIDENCE
60 PLUMAS ST, BRISBANE, CA 94005 APN: 007-223-010

SITE PLAN

Date	6-17-2013
Scale	1/16" = 1'-0"
Drawn	RS
Job	
Sheet	A6
Of	Sheets

GENERAL FLOOR PLAN NOTES:

1. INTERIOR WALLS ARE 2x4 STUDS UNLESS OTHERWISE NOTED.

2. ALL EXTERIOR WALLS ARE CONSTRUCTED OF 2x6 STUDS W/ ONE LAYER OF 1/2 GYPBOARD ON INTERIOR SIDE, FULLY INSULATED AND CONSISTING OF PLYWOOD AS NEEDED BY STRUCTURAL ENGINEER.

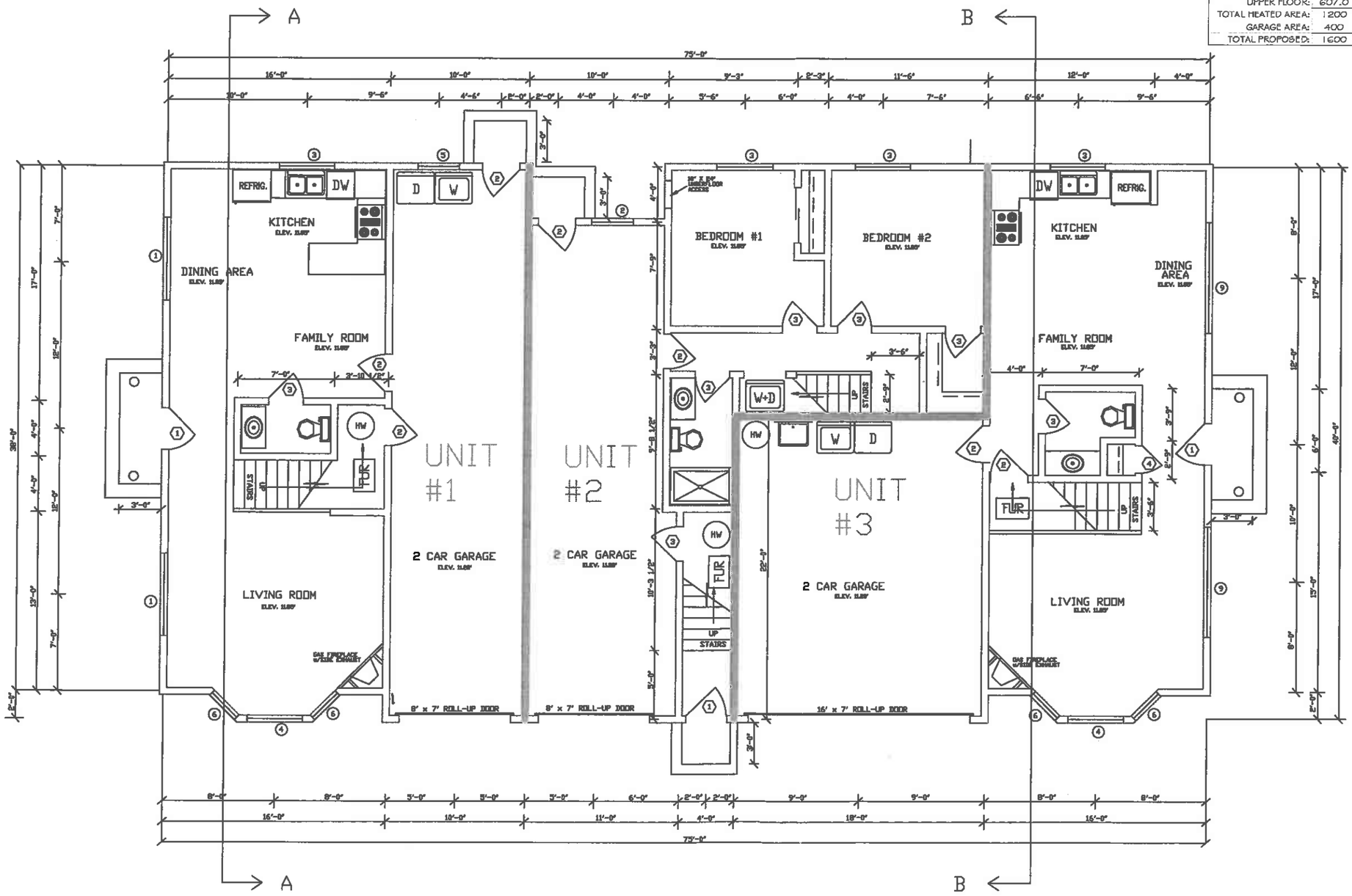
3. WINDOWS AROUND SHOWERS AND BATHTUBES SHALL BE PROVIDED W/ SAFETY GLAZING IF THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE DRAIN.

PROJECT DATA

PROPERTY OWNERS:	JAMES & ROBERT SETO
	100 KINGS ROAD, BRISBANE, CA 94005
	TEL: 415-377-0086
APN:	007-223-010
ZONING:	R3
OCCUPANCY GROUP:	R3/MULTI-FAMILY DWELLINGS
LOT AREA:	5000 S.F.
SITE COVERAGE:	2966 S.F. (59.32%)

FLOOR AREA (S.F.)

LIVING AREA:	UNIT #1		UNIT #2		UNIT #3		TOTAL
LOWER FLOOR:	593	+	482	+	596.0	=	1671
UPPER FLOOR:	607.0	+	754	+	568	=	1929
TOTAL HEATED AREA:	1200	+	1236	+	1164	=	3600
GARAGE AREA:	400	+	380.00	+	400.00	=	1180
TOTAL PROPOSED:	1600	+	1616	+	1564	=	4780



LOWER FLOOR PLAN
SCALE 1/8" = 1'-0"

REVISIONS	BY

NEW PLUMAS STREET CONDOMINUMS

SETO RESIDENCE

60 PLUMAS ST, BRISBANE, CA 94005 APN: 007-223-010

LOWER FLOOR PLAN

Date	9-17-2013
Scale	1/8" = 1'-0"
Drawn	RS
Job	
Sheet	A1
Of	Sheets

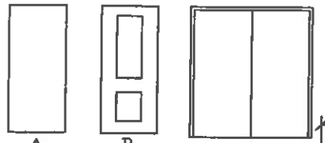
DOOR SCHEDULE

ID	TYPE	SIZE WIDTH	SIZE HEIGHT	SIZE THICKNESS	MATERIAL	COMMENTS	TOTAL
1	B	3'-0"	6'-8"	1 3/4"	WOOD		3
2	A	2'-8"	6'-8"	1 3/8"	WOOD		16
3	A	2'-6"	6'-8"	1 3/8"	WOOD		17
4	A	2'-0"	6'-8"	1 3/8"	WOOD		1
5	C	6'-0"	6'-8"	1 3/4	VINYL/GLASS	SLIDING DOOR	2

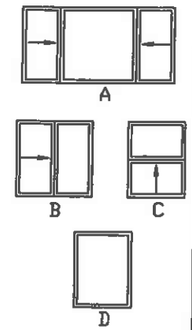
WINDOW SCHEDULE

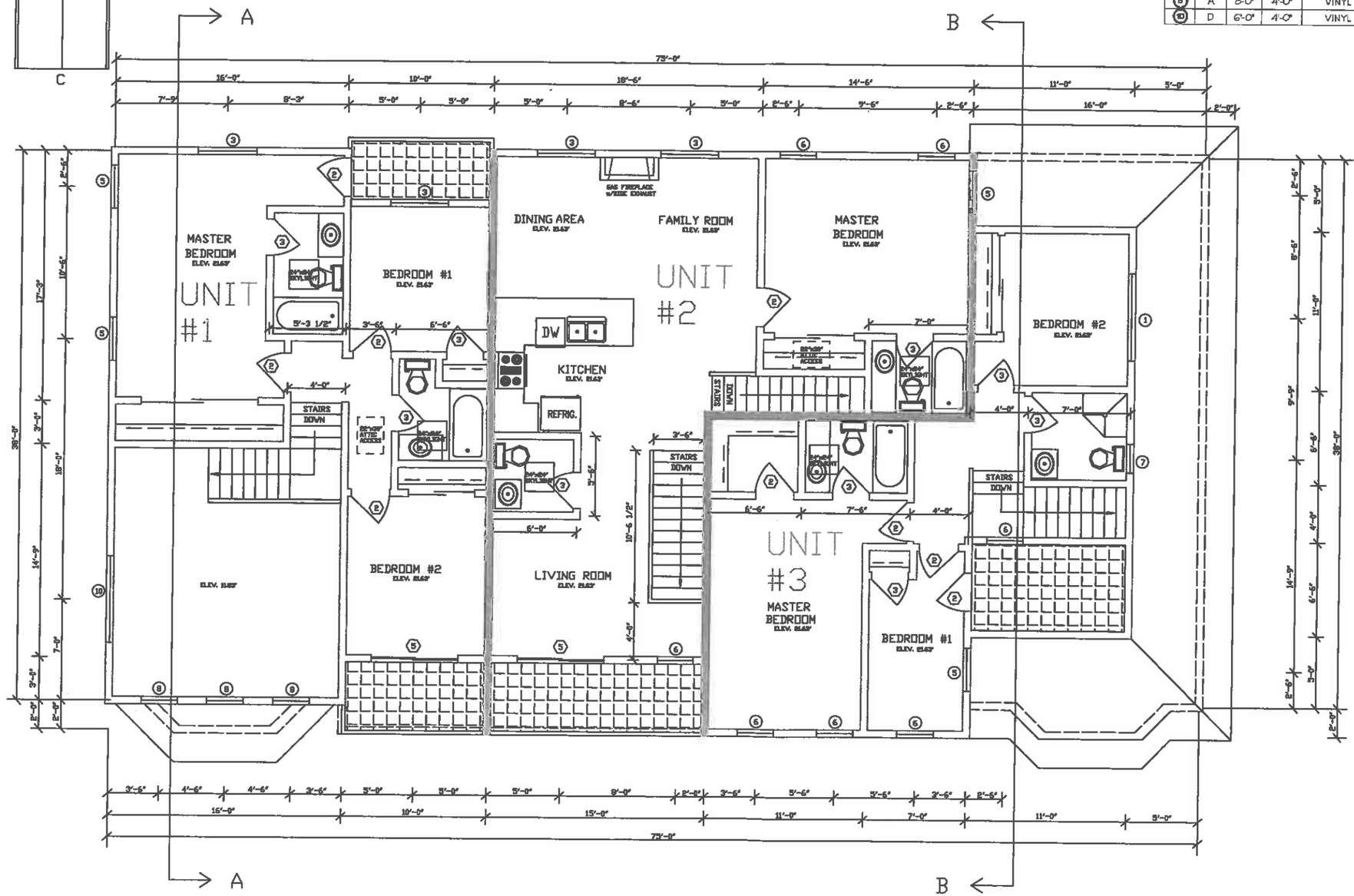
ID	TYPE	SIZE WIDTH	SIZE HEIGHT	MATERIAL	COMMENTS	TOTAL
1	A	6'-0"	4'-0"	VINYL	HORIZONAL SLIDING	3
2	B	3'-0"	2'-0"	VINYL	HORIZONAL SLIDING	1
3	B	4'-0"	4'-0"	VINYL	HORIZONAL SLIDING	7
4	D	4'-0"	4'-0"	VINYL	NON-OPERABLE	2
5	C	3'-0"	4'-0"	VINYL	VERTICAL SLIDING	7
6	C	2'-0"	4'-0"	VINYL	VERTICAL SLIDING	11
7	C	2'-0"	3'-0"	VINYL	VERTICAL SLIDING	1
8	D	2'-6"	4'-0"	VINYL	NON-OPERABLE	3
9	A	8'-0"	4'-0"	VINYL	HORIZONAL SLIDING	2
10	D	6'-0"	4'-0"	VINYL	NON-OPERABLE	1

DOOR TYPES



WINDOW TYPES





UPPER FLOOR PLAN
SCALE 1/8" = 1'-0"

REVISIONS	BY

NEW PLUMAS STREET CONDOMINUMS

SETO RESIDENCE

60 PLUMAS ST, BRISBANE, CA 94005 APN: 007-223-010

UPPER FLOOR PLAN

Date	6-17-2013
Scale	1/8" = 1'-0"
Drawn	RS
Job	
Sheet	A2
Of	Sheets

EXTERIOR FINISH SCHEDULE	
ROOF COVER	"EAGLE"- "CAPISTRANO", STANDARD WEIGHT, CONCRETE TILE ROOF.
S.M. GUTTERS	4" OGEE, ROCA., GALV. PAINTED TO MATCH TRIM. PAINT W. "SW#" - "BISON BROWN".
DOORWIN. TRIM	FOAM 2X4 STUCCO MOLDTRIM W/ FOAM 2X4 SHAPED SILLS & 2X5 SKIRT PAINT W. "SW#" - "DECORATOR WHITE".
WINDOWS/ GLASS DOORS	"MILGARD" - "CUSTOM" SERIES, VINYL WINDOWS IN WHITE
EXTERIOR WALLS	"3/8" MIN. S-COAT STUCCO W/ "SWOOSH" SPONGE TROWEL FINISH W/ "DRYVIT" - "PRAIRIE CLAY" COLOR.
GUARDRAIL	WROUGHT IRON
PATHWAY PAVERS	PAVING STONE "CALISTONE GUNNIS BRONE"- "CLASSIC RIDGE" COLOR.
EXTERIOR LANDING	NATURAL SLATE TILES



SOUTHEAST ELEVATION

SCALE 1/4" = 1'-0"



NORTHWEST ELEVATION

SCALE 1/8" = 1'

REVISIONS	BY

NEW PLUMAS STREET CONDOMINUMS

SETO RESIDENCE

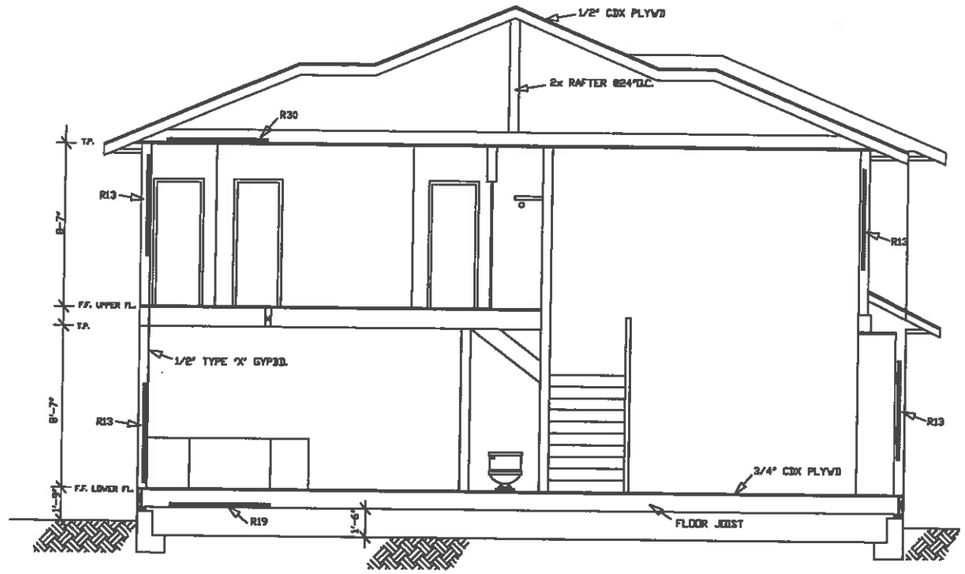
60 PLUMAS ST, BRISBANE, CA 94005 APN: 007-223-010

ELEAVATIONS

Date	6-17-2013
Scale	1/8" = 1'-0"
Drawn	RS
Job	
Sheet	A3
Of	Sheets



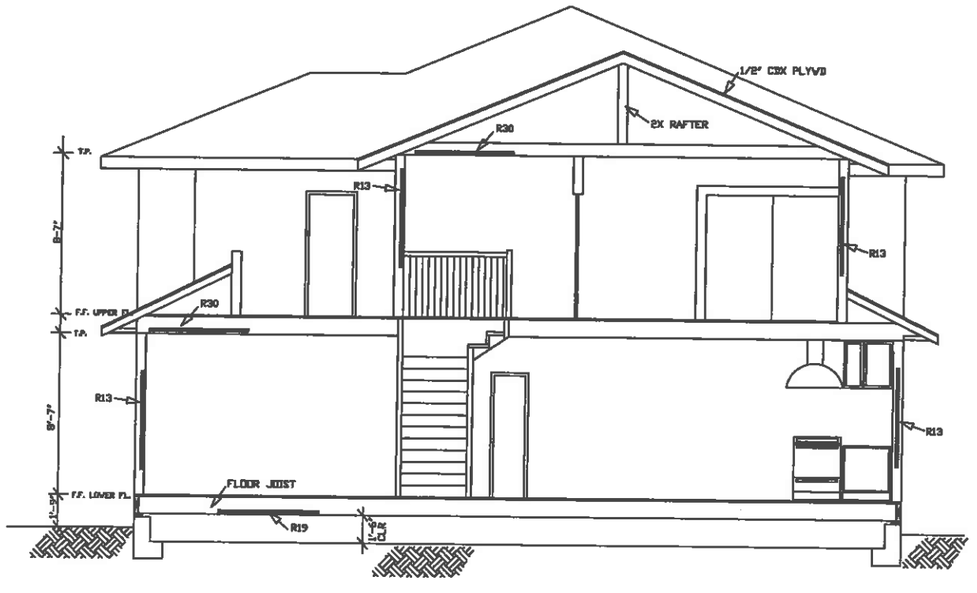
SOUTHWEST ELEVATION
SCALE 1/8" = 1'-0"



SECTION A-A
SCALE 1/8" = 1'-0"



NORTHEAST ELEVATION
SCALE 1/8" = 1'-0"



SECTION B-B
SCALE 1/8" = 1'-0"

ELEVATIONS	BY

NEW PLUMAS STREET CONDOMINUMS

SETO RESIDENCE

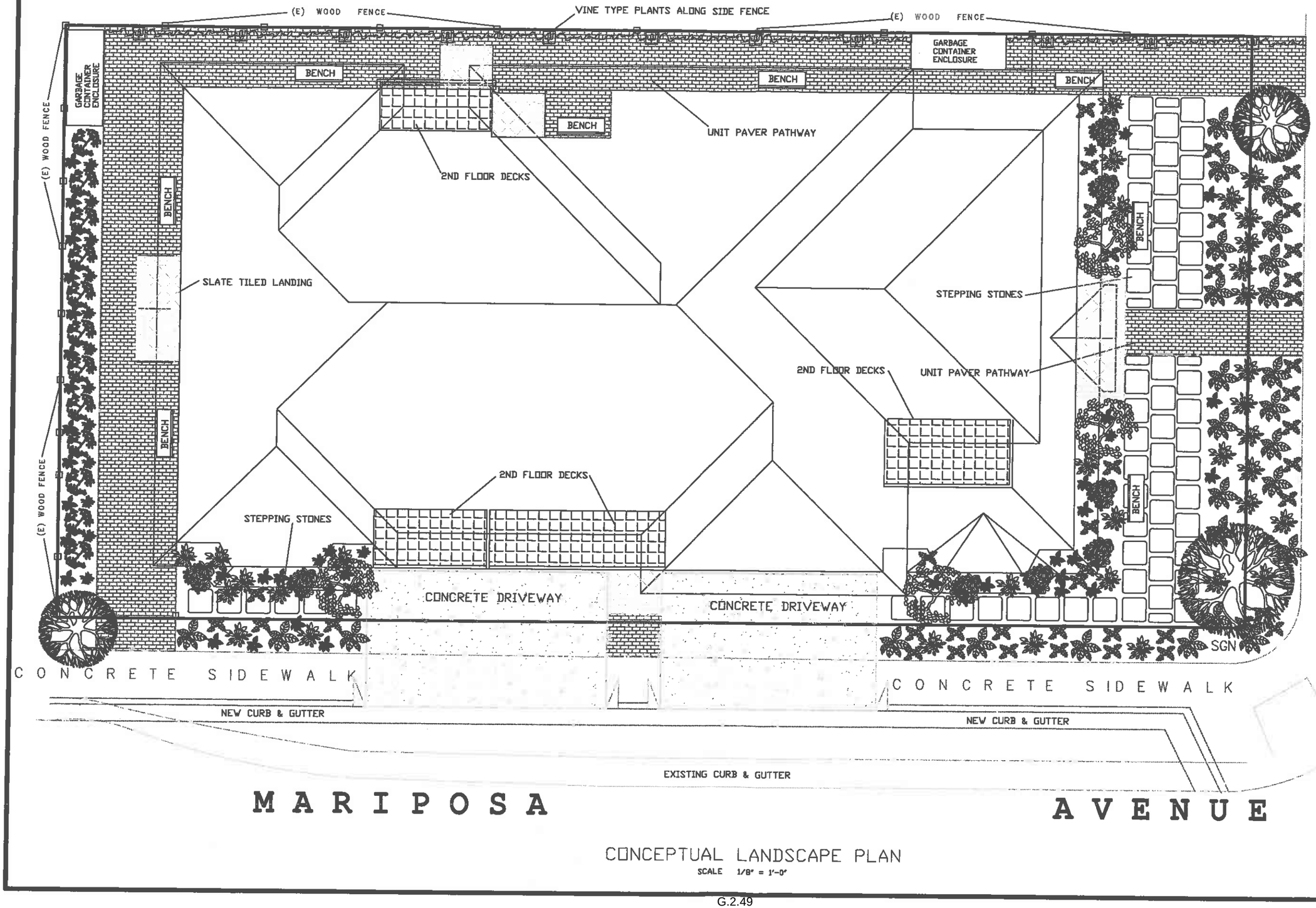
60 PLUMAS ST, BRISBANE, CA 94005 APN: 007-223-010

SECTIONS

Date	6-17-2013
Scale	1/8" = 1'-0"
Drawn	RS
Job	
Sheet	A4
Of	Sheets

NOTES:

1. ALL LANDSCAPING PLANTS ARE TO USE DROUGHT TOLERANT TREES AND PLANTS.
2. ALL LANDSCAPE IRRIGATION SHALL USE AUTOMATED DRIP-LINE SYSYEMS.
3. ALL UNIT PAVERS ARE TO BE SET ON PERMEABLE BASE.
4. ALL STEPPING STONES ARE TO BE SET ON COMPACTED DECOMPOSED GRANITE.



CONCEPTUAL LANDSCAPE PLAN

SCALE 1/8" = 1'-0"

REVISIONS	BY

NEW PLUMAS STREET CONDOMINUMS

SETO RESIDENCE

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CONCEPTUAL LANDSCAPE PLAN

Date	9-17-2013
Scale	1/8" = 1'-0"
Drawn	RS
Job	
Sheet	L2
Of	Sheets