

Recording Requested By &  
When Recorded Return To:

**Crown Harbor Homeowners Assoc.**

c/o RUSSELL & MALLET, LLP  
2900 Camino Diablo, Ste. 200  
Walnut Creek, CA 94596  
Telephone: 925/947-4915

---

---

**AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
CROWN HARBOR HOMEOWNERS ASSOCIATION**

---

---

TABLE OF CONTENTS

<b>RECITALS</b> .....	1
<b>ARTICLE I: DEFINITIONS.</b> .....	2
Section 1.1. "Articles" .....	2
Section 1.2. "Assessment", "Regular Assessment", "Special Assessment", <i>etc.</i> , .....	2
Section 1.3. "Association" .....	2
Section 1.4. "Association Rules" .....	2
Section 1.5. "Balcony" .....	2
Section 1.6. "Board" or "Board of Directors" .....	2
Section 1.7. "Building" .....	2
Section 1.8. "Bylaws" .....	2
Section 1.9. "Common Area" .....	3
Section 1.10. "Common Expense" .....	3
Section 1.11. "Common Facilities" .....	3
Section 1.12. "Complex" .....	3
Section 1.13. "Condominium" .....	3
Section 1.14. "Declaration" .....	3
Section 1.15. "Director" .....	3
Section 1.16. "Exclusive Use Common Area" .....	3
Section 1.17. "Family" & "Immediate Family" .....	3
Section 1.18. "Garage" .....	3
Section 1.19. "Garbage Enclosure" .....	3
Section 1.20. "General Common Area" .....	3
Section 1.21. "Governing Documents" .....	3
Section 1.22. "Improvement" & "Capital Improvement" .....	4
Section 1.23. "Lien" .....	4
Section 1.24. "Maintenance" .....	4
Section 1.25. "Map" .....	4
Section 1.26. "Member" .....	4
Section 1.27. "Mortgage", "First Mortgagee", "Eligible First Mortgagee", <i>etc.</i> , .....	4
Section 1.28. "Owner" & "Owner's Pets or Associated Persons", <i>etc.</i> , .....	4
Section 1.29. "Parking Space" .....	5
Section 1.30. "Patio" .....	5
Section 1.31. "Person" .....	5
Section 1.32. "Private Street" .....	5
Section 1.33. "Tenant" .....	5
Section 1.34. "Unit" .....	5

<b>ARTICLE II: OWNERS' PROPERTY RIGHTS &amp; OBLIGATIONS.</b>	5
Section 2.1. Elements of a Condominium	5
(a) Unit	5
(b) Common Area	5
(c) Nonexclusive Easements	5
(d) Exclusive Easements	5
Section 2.2. Owners' Use & Enjoyment of the Common Area	5
Section 2.3. Exclusive Use Common Area	6
Section 2.4. Persons Subject to Governing Documents	6
Section 2.5. Rules & Discipline	6
(a) Association Rules	6
(b) Discipline	6
Section 2.6. Owner Obligations	6
(a) Payment of Assessments	6
(b) Compliance with Association Rules	6
(c) Permit Entry by Association and/or Adjacent Owners	6
(i) Entry by Adjacent Owner	6
(ii) Entry by Association	7
(A) Emergencies	7
(B) Non-Emergencies	7
(d) Immediate Notification of Leaks, Water and/or Other Damage	7
(e) Indemnification for Damage & Injury	7
(f) Owner's Duty to Notify Association of Tenants & Purchasers	7
(i) Sale	7
(ii) Lease	8
(iii) Effect of Failure to Notify	8
(g) Notification to Buyers	8
(i) Seller's Duty to Buyer	8
(ii) Association's Duty to Seller	8
Section 2.7. Delegation of Owner's Right to Use & Enjoyment	8
(a) Assignment of Rights to Tenants & Contract Purchasers	8
(i) Use of Common Area by Non-Resident Owners	9
(ii) Continued Assessment Obligation	9
(b) Assignment of Rights to Resident Family Members	9
(c) Use by Invitees & Guests	9
Section 2.8. Assignment of Rents	9
<b>ARTICLE III: RESTRICTIONS &amp; USE OF PROPERTY.</b>	9
Section 3.1. Residential Use & Restrictions on Business	9
(a) Residential Use & Occupancy Limits	9
(i) Occupancy	9
(ii) Temporary Guest	9
(b) No Business Use	9
(c) Licensed Homes.	10
(d) Timeshares Prohibited	10
Section 3.2. Rental of Units	10
(a) Fifteen Percent Limit on Rentals.	10
(i) Priority	10
(ii) Vacancy of Rental Unit	11
(iii) Maximum Number of Rentals Per Year	11
(iv) Grandfather Provision.	11
(v) Waivers.	11
(b) Leases	11
(c) Owner's Responsibility	11
(d) Breach & Eviction	11
(e) Owners' Duty of Notification	11
(f) Termination for Non-Compliance	12
Section 3.3. Parking & Vehicle Restrictions	12

(a) Towing . . . . .	12
(b) Repair of Vehicles . . . . .	12
(c) Prohibited Vehicles . . . . .	12
(d) Non-Operational Vehicles . . . . .	12
(e) Car Covers . . . . .	12
(f) Parking . . . . .	12
(i) Prohibited Activities . . . . .	12
(ii) Exclusive Use Parking Spaces . . . . .	12
(iii) Public & Guest Only Parking Spaces . . . . .	12
(iv) Guest Only Parking Spaces . . . . .	12
(v) Unassigned General Common Area Parking Spaces . . . . .	13
(vi) Garages . . . . .	13
(vii) Other Portions of the Common Area . . . . .	13
Section 3.4. Exterior Improvements & Modifications . . . . .	13
(a) Air Conditioners & Clotheslines . . . . .	13
(b) Balconies & Patios . . . . .	13
(c) Exterior Lights . . . . .	13
(d) Fences or Other Barriers . . . . .	13
(e) Flags & Banners . . . . .	13
(f) Fires . . . . .	14
(g) Holiday Lights & Decorations . . . . .	14
(h) Mailboxes & Newspaper Tubes . . . . .	14
(i) Outbuildings . . . . .	14
(j) Radio Antennas . . . . .	14
(k) Signs . . . . .	14
(l) Sports & Play Equipment . . . . .	14
(m) TV & Internet Antennas . . . . .	14
(i) Satellite Dishes Allowed in Exclusive Use Common Areas and Units . . . . .	14
(ii) No Satellite Dishes in General Common Area . . . . .	14
(iii) Professional Installation Required . . . . .	15
(iv) Installations Should be Unobtrusive or Camouflaged . . . . .	15
(n) View Obstruction . . . . .	15
Section 3.5 Trash Disposal . . . . .	15
Section 3.6 Pets . . . . .	15
(a) Association’s Right to Remove Nuisance Animals . . . . .	15
(b) Leashes & Waste Removal . . . . .	15
(c) Service Dogs . . . . .	15
(d) Balconies & Patios . . . . .	15
(d) Neutered Pets . . . . .	15
Section 3.7. Prohibited or Restricted Activities . . . . .	16
(a) Noxious & Offensive . . . . .	16
(b) Nuisances or Harassment . . . . .	16
(c) Impact Insurance . . . . .	16
(d) Illegal Activities . . . . .	16
(e) Drilling Operations . . . . .	16
(f) Operating Machinery or Equipment . . . . .	16
(g) Obstruct Vehicles or Pedestrians . . . . .	16
(h) Alter Drainage . . . . .	16
(i) Attract Pests . . . . .	16
(j) Alteration of Common Area . . . . .	16
Section 3.8. Unit Interiors & Building Interior Spaces . . . . .	16
(a) Attics & Crawl Spaces . . . . .	16
(b) Owner Improvements . . . . .	16
(c) Window Coverings . . . . .	16
(d) Woodworking or Other Equipment Use . . . . .	16
Section 3.9. Use of Common Area . . . . .	17
(a) Guests & Invitees . . . . .	17

(b) Shoreline Access .....	17
(c) Storage .....	17
(d) View Obstruction .....	17
(e) Yard & Garage Sales .....	17
<b>ARTICLE IV: HOMEOWNERS ASSOCIATION</b> .....	17
Section 4.1. Management & Operation .....	17
Section 4.2. Association Membership & Voting .....	17
Section 4.3. Powers & Authority of the Association .....	17
Section 4.4. Board of Directors .....	17
Section 4.5. Enforcement .....	17
(a) Right to Sue .....	17
(b) Violations are a Nuisance .....	17
(c) Costs & Attorneys' Fees .....	17
(i) Enforcement Efforts .....	18
(ii) Litigation or Arbitration .....	18
Section 4.6. Power of Attorney .....	18
Section 4.7. Vicinity Notice Pursuant to Civil Code §1353 .....	18
(a) Notice of Airport in Vicinity .....	18
(b) Notice of San Francisco Bay Conservation & Development Commission Jurisdiction .....	18
<b>ARTICLE V: ASSESSMENTS.</b> .....	19
Section 5.1. Assessments Generally .....	19
(a) Covenant to Pay Assessments .....	19
(b) Authority to Levy Assessments .....	19
(c) Reasonableness of Assessments .....	19
(d) Assessment is a Continuing Lien .....	19
(e) Assessment is Owner's Personal Debt .....	19
(f) Creation & Priority of Assessment Liens .....	19
(i) Lien Creation .....	19
(ii) Lien Priority .....	19
(g) Transfer of Unit by Sale or Foreclosure .....	20
(i) Foreclosure of Senior Lien Extinguishes Association's Lien .....	20
(ii) Prior Owner's Liability for Assessments .....	20
(iii) Ownership Taken Subject to Future Assessments .....	20
(h) No Offset of Assessment Obligation .....	20
(i) Assignment of Rents .....	20
(j) Waiver of Homestead or Other Exemptions .....	20
(k) Disputes Concerning Assessments & Right to Hearing .....	20
(l) Exempt Portions of the Complex .....	20
(m) Approval by the Members .....	20
(i) Membership Approval .....	21
(ii) Assessments to Address an Emergency .....	21
(n) Payment of Taxes .....	21
Section 5.2. Regular Assessments .....	21
(a) Purpose of Regular Assessments .....	21
(b) Allocation of Regular Assessment .....	21
(c) Preparation & Distribution of Budget & Regular Assessment Amount .....	21
(i) Total Aggregate Regular Assessment .....	22
(ii) Failure to Budget .....	22
(d) Limits on Board's Authority .....	22
(e) Assessment Due Dates & Installments .....	22
(f) Annual Notice and/or Notice of Increase .....	22
Section 5.3. Special Assessments .....	22
(a) Purposes for Special Assessments .....	22
(i) Regular Assessment Insufficient .....	22
(ii) Capital Improvements .....	22
(b) Limits on Board's Authority .....	22

(c) Allocation & Payment of Special Assessments	22
(d) Assessment Due Dates & Installments	23
(e) Surplus Funds	23
Section 5.4. Special Individual Assessments	23
(a) Circumstances	23
(i) Maintenance on Units	23
(ii) Impact on Association's Insurance	23
(iii) Costs Associated with Installment Plans	23
(iv) Damage to Complex	23
(v) Member Compliance	23
(vi) Toxic Materials	24
(b) Levy & Payment of Special Individual Assessment	24
Section 5.5. Collection & Enforcement	24
(a) Delinquent Assessments	24
(b) Interest Charges	24
(c) Late Charges	24
(d) Partial Payments	24
(e) Notice of Satisfaction	24
(f) Remedies for Collection of Assessments	24
(g) Decision to Lien	25
(h) Meet & Confer Rights	25
(i) Association's Duty to Offer "Meet & Confer"	25
Section 5.6. Installment Plans for Large Special Assessments	25
(a) Timing	25
(b) Eligibility	25
(c) Calculation of Special Assessment Amount	25
(d) Responsibility for Payment of Special Individual Assessments for Costs	25
(i) Total Lump Payment	25
(ii) Installment Plan	25
(e) Calculation of the Monthly Special Individual Assessments	25
(i) Interest Calculation	26
(ii) Administration Costs	26
(iii) Estimate of Amount	26
(iv) Payment	26
(f) Voluntary Election to Participate	26
<b>ARTICLE VI: MAINTENANCE RESPONSIBILITIES.</b>	26
Section 6.1. Owner Maintenance Responsibilities	26
(a) Unit Areas	26
(i) Appliances & Furnishings	26
(ii) Attic & Crawl-space Areas	26
(iii) Doors, Locks & Frames for Windows & Doors	26
(iv) Dryer Vents	26
(v) Exterior Light Fixtures & Power Receptacles	26
(vi) Exterior Hose Bibs	27
(vii) Fireplaces & Chimneys	27
(viii) Garage Doors & Door Openers	27
(ix) Glass & Screens	27
(x) Heating & Air Conditioning	27
(xi) Interior Surfaces	27
(xii) Mailbox Locks & Keys	27
(xiii) Owner Installations	27
(xiv) Personal Property, Mold Remediation, Abatement or Water Damage	27
(xv) Skylights	27
(xvi) Utilities	27
(xvii) Water Heater	28
(b) Obligation to Keep Exclusive Use Common Areas Clean	28
(c) Pest Eradication	28

(d) Damage to Other Portions of the Complex .....	28
(i) Recovery of Association's Costs .....	28
(ii) Damage Due to Delays .....	28
(e) Housing Costs .....	28
Section 6.2. Association's Responsibilities .....	28
(a) Duty to Maintain Common Area .....	28
(i) Right of Recovery .....	28
(ii) Dryrot and Pest Damage Discovered During Escrow .....	28
(b) Right of Entry & Repair .....	28
(c) Pest Eradication .....	29
(d) Excluded Maintenance .....	29
Section 6.3. Cooperative Maintenance Obligations .....	29
Section 6.4. Investigation .....	29
Section 6.5. Capital Improvements .....	29
(a) Association Approval .....	29
(b) Bids .....	30
(c) Construction .....	30
<b>ARTICLE VII: EASEMENTS &amp; RESERVATIONS .....</b>	<b>30</b>
Section 7.1. Nonexclusive Easements to the Common Area .....	30
(a) Limitations on Nonexclusive Easements .....	30
(b) Waiver of Right to Sever .....	30
Section 7.2. Exclusive Easements for Exclusive Use Common Areas .....	31
Section 7.3. Encroachment Easements .....	31
Section 7.4. Blanket Utility Easement .....	31
Section 7.5. Maintenance Easements .....	31
Section 7.6. Public Bicycle & Pedestrian Path Easements (& License) .....	31
Section 7.8. Other Easements .....	32
<b>ARTICLE VIII: DESIGN REVIEW .....</b>	<b>32</b>
Section 8.1. Modifications & Changes within the Complex .....	32
(a) Modifications or Changes to the Common Area .....	32
(b) Owner's Right to Decorate & Furnish .....	32
Section 8.2. Written Approval for Owner Improvements & Changes .....	32
(a) Written Preapproval .....	32
(b) Exception to Preapproval - Satellite Dishes .....	32
Section 8.3. Design Review Duties of Board .....	33
Section 8.4. Architectural Rules & Regulations .....	33
Section 8.5. Application Process .....	33
(a) Owner's Written Application .....	33
(b) Board Review & Deliberation .....	33
(c) Decisions & Notification .....	33
(d) Extension of Time .....	33
Section 8.6. Basis for Approval .....	33
Section 8.7. Waiver & Variances .....	34
Section 8.8. Compliance with Governmental Requirements .....	34
Section 8.9. Commencement & Completion .....	34
Section 8.10. Termination of Mechanics' Lien Rights & Indemnification. ....	34
Section 8.11. Enforcement .....	34
Section 8.12. Liability .....	35
<b>ARTICLE IX: INSURANCE .....</b>	<b>35</b>
Section 9.1. Association Insurance Coverage .....	35
(a) Fire & Casualty Insurance .....	35
(i) Coverage .....	35
(ii) Endorsements .....	35
(iii) Full Replacement Value .....	35
(iv) Insureds .....	35

(b) Commercial General Liability Insurance .....	35
(i) Endorsements .....	36
(ii) Coverage Limits .....	36
(c) Directors & Officers Insurance .....	36
(d) Fidelity Bonds/Insurance .....	36
(e) Personal Property Insurance .....	36
(f) Additional Insurance & Bonds .....	36
Section 9.2. Coverage Not Available .....	36
Section 9.3. Insurance Obtained by an Owner .....	36
(a) Property Damage Insurance .....	36
(i) Unit Coverage .....	36
(ii) Personal Property & Improvements .....	37
(b) Personal Liability Insurance .....	37
Section 9.4. Adjustment of Losses .....	37
Section 9.5. Insurance Claims .....	37
(a) Damage Due to Owner's Acts or Omissions .....	37
(b) Damage Due to Association's Intentional Acts or Negligence .....	37
(c) Damage to a Unit or Its Contents .....	37
Section 9.6. Deductibles .....	37
(a) Property Damage Claims .....	37
(b) Earthquake Insurance .....	37
(c) Hearing Procedure .....	38
(d) Special Individual Assessment to Recover Deductible .....	38
Section 9.7. Notice of Significant Changes in Coverage .....	38
<b>ARTICLE X: DAMAGE OR DESTRUCTION .....</b>	<b>38</b>
Section 10.1. Obligation to Repair or Rebuild .....	38
Section 10.2. Limited Exception to Obligation to Rebuild Requirements .....	38
Section 10.3. Members Eligible to Vote .....	38
Section 10.4. Insufficient Funds to Rebuild .....	38
(a) Special Assessment .....	38
(b) Association is Not Rebuilding .....	38
(i) Recorded Certificate .....	38
(ii) Sale of Complex .....	39
Section 10.5. General Provisions .....	39
(a) Use of Separate Trust Account .....	39
(b) Power to Contract with Insurance Trustee .....	39
(c) Allocation .....	39
(d) Repair & Reconstruction .....	39
(e) Emergency Repairs .....	39
<b>ARTICLE XI: GOVERNMENTAL RIGHTS &amp; ACTIONS .....</b>	<b>39</b>
Section 11.1. Governmental Rights & Interests .....	39
(a) Rights of the City of Alameda .....	39
(b) No Dedication of the Complex .....	39
Section 11.2. Condemnation or Governmental Taking .....	39
(a) Total Taking .....	39
(b) Partial Taking .....	40
(i) Allocation .....	40
(ii) Termination of Membership .....	40
(iii) Resurvey of Complex .....	40
<b>ARTICLE XII: PARTITION OR SEVERANCE OF OWNERSHIP .....</b>	<b>40</b>
Section 12.1. Partition or Severance Prohibited .....	40
Section 12.2. Partition Due to Destruction, Condemnation or Statute .....	40
Section 12.3. Distribution of Proceeds .....	40
Section 12.4. Fair Market Value .....	40

<b>ARTICLE XIII: PROTECTION OF MORTGAGES</b> .....	41
Section 13.1. Mortgage Permitted .....	41
Section 13.2. Subordination .....	41
Section 13.3. Restrictions on Certain Changes or Amendments .....	41
Section 13.4. Deemed Approved .....	41
Section 13.5. Mortgagee Rights .....	41
(a) Examine Accounting Records. ....	41
(b) Attend Meetings .....	42
(c) Furnish Information .....	42
(d) Obtain Copies of Insurance Policies .....	42
(e) Increase the Level of Insurance Coverage .....	42
(f) Notice of Change in Insurance .....	42
(g) Pay Unpaid Taxes .....	42
(h) Request Amendments .....	42
(i) Notice of Default .....	42
Section 13.6. No Right of First Refusal to Mortgagee .....	42
Section 13.7. Interpleader .....	42
<b>ARTICLE XIV: NOTICES</b> .....	43
Section 14.1. Mailing Addresses .....	43
(a) Owners .....	43
(b) Owner's Secondary Address .....	43
(c) The Association & Its Directors/Officers .....	43
(d) First Mortgagees .....	43
Section 14.2. Service Upon a Co-Owner .....	43
Section 14.3. Deemed Delivered .....	43
<b>ARTICLE XV: AMENDMENTS</b> .....	43
Section 15.1. Amendment of the Declaration .....	43
(a) Amendment by Board of Directors .....	43
(b) Amendment by the Members .....	43
Section 15.3. Effective Date of Amendment .....	44
Section 15.4. Reliance on Amendments .....	44
<b>ARTICLE XVI: GENERAL PROVISIONS</b> .....	44
Section 16.1. Effective Date .....	44
Section 16.2. Term .....	44
Section 16.3. Construction of Declaration .....	44
(a) Restrictions Construed Together .....	44
(b) Restrictions Severable .....	44
(c) Singular Includes Plural/Gender .....	44
(d) Captions .....	44
(e) Conflicts .....	44
(f) Exhibits .....	45
CERTIFICATION .....	45



**AMENDED & RESTATED DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS OF  
CROWN HARBOR HOMEOWNERS ASSOCIATION**

**RECITALS.**

**R1.** Whereas, Crown Harbor Homeowners Association is the successor to AE Realty Partners *d.b.a* Ponderosa Homes, which as Declarant, executed a Declaration of Covenants, Conditions and Restrictions of Crown Harbor ("1979 Declaration"), dated February 5, 1979, and recorded on February 22, 1979, as Instrument No. 79-033162, in the Official Records of the County of Alameda, State of California;

**R2.** Whereas, the following amendments to the 1979 Declaration were adopted and recorded as follows: A First Amendment to the Declaration of Crown Harbor, dated September 26, 1979, and recorded on September 28, 1979, as Instrument No. 79-193919; the Second through Sixth Amendment to Declaration of Crown Harbor, dated June 2, 1988, and recorded on June 7, 1988 as Instrument No. 88-13572; and the Seventh Amendment to the Declaration of Crown Harbor, dated June 3, 1992, and recorded on July 1, 1992 as Instrument No. 92-214224, inclusive. All amendments recorded in the Official Records of the County of Alameda, State of California;

**R3.** Whereas, the 1979 Declaration established a plan of common interest ownership with certain limitations, easements, covenants, restrictions, conditions, Liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in that certain parcel of real property consisting of seventy-six (76) Units and various Common Areas located in the City and County of Alameda, State of California, and more particularly described as follows:

Lots 77 and 78, inclusive, as shown on that certain final subdivision map entitled "Tract 3883, Crown Harbor, City and County of Alameda," filed in the Office of the Recorder of Alameda County, State of California, on June 16, 1978, in Book No. 103 of Maps at Pages 58 through 69, inclusive.

Excepting from Lot 78 the following:

Commencing at the intersection of the Southern line of Central Avenue, formerly Washington Avenue, with the Western line of Sixth Street, formerly Third Avenue: running thence along the Southern line of said Central Avenue North 37° 09' 47" West 521.833 feet; thence at right angle to the southern line of said Central Avenue South 2° 30' 13" West 124.613 feet; South 83° 01' 22" West 5.939 feet to the actual point of beginning; thence South 83° 01' 22" West 44.807 feet; thence South 2° 50' 13" West 17.745 feet; thence North 75° 48' 43" East 23.791 feet; thence along the arc of a curve to the right Northwesterly, having a radius of 73.00 feet, from a tangent bearing North 47° 44' 59" East, through a central angle of 4° 54' 17", a distance of 6.249 feet; thence tangent to last said curve North 52° 39' 16" East 27.98 feet to the point of beginning, as described in the quitclaim deed recorded February 27, 1979, Series No. 79-036442, Official Records of Alameda County.

Together with:

A portion of Lot 138, as said lot is shown on the "Map of the Lands of Teutonia Park and Homestead Association at Alameda", filed March 10, 1877, in Book No. 5 of Maps, Page 5, Official Records of Alameda County, described as follows:

Commencing at the intersection of the Southern line of Central Avenue, formerly Washington Avenue with the Western line of Sixth Street, formerly Third Avenue, as said Avenue and Street are shown on the map hereinabove referred to: running thence along the Southern line of said Central Avenue, North 87° 09' 47" West 521.833 feet; thence at right angle to the Southern line of said Central Avenue South 2° 50' 13" West 120.620 feet to the actual point of beginning: thence South 2° 50' 13" West 15.030 feet; thence South 75° 49' 43" West 28.499feet; thence on a curve to the right Northwesterly from a tangent bearing North 47° 44' 59" East, having a radius of 73.00 feet, through a central angle of 4° 54' 17", a distance of 6.249feet; thence tangent to last said curve North 52° 39' 16" East 29.555 feet to the point beginning, as described in the quitclaim deed recorded February 27, 1979, Series No. 79-036442, Official Records of Alameda County.

All of the real property described, above, is a “Condominium Project” as defined in Civil Code §1351(f);

**R4.** Whereas, the Members of Crown Harbor Homeowners Association, constituting fifty-one percent (51%) of Crown Harbor Homeowners Association: **(a)** desire to amend, modify and change and otherwise restate the limitations, easements, covenants, restrictions, conditions, Liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in that certain parcel of real property; and **(b)** declare that the above-referenced limitations, easements, covenants, restrictions, conditions, Liens and charges set forth in the 1979 Declaration and First through Seventh Amendment for Crown Harbor are hereby REPEALED in their entirety. In the place and stead of the repealed limitations, easements, covenants, restrictions, conditions, Liens and charges set forth in R1. and R2., above, the Members hereby adopt and substitute this Declaration; and

**R5.** It is further hereby declared that: **(a)** all of the Covenants, Conditions and Restrictions herein set forth shall constitute enforceable servitudes as provided in Civil Code §1354 and shall constitute covenants that shall run with the real property and shall be binding upon and inure to the benefit of each Owner of any portion of the real property or of any interest therein, each party having or acquiring any right, title or interest in and to the real property or any part thereof and their heirs, successors and assigns; and **(b)** all of the real property described herein is held and owned and shall be held, owned, operated, managed, conveyed, assigned, rented, hypothecated, encumbered, leased, used, occupied and improved subject to this Declaration. All provisions of this Declaration are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving and enhancing the value, desirability and attractiveness of the real property.

#### ARTICLE I: DEFINITIONS.

**Section 1.1. “Articles”** means the Articles of Incorporation of Crown Harbor Homeowners Association that are filed in the Office of the Secretary of State of the State of California.

**Section 1.2. “Assessment”** means any Regular Assessment, Special Assessment or Special Individual Assessment made or assessed by the Association against an Owner and his or her Unit in accordance with the provisions of Article V of this Declaration. **“Regular Assessment”** means an Assessment levied on an Owner and his or her Unit in accordance with Section 5.2 hereof. **“Special Assessment”** means an Assessment levied on an Owner and his or her Unit in accordance with Section 5.3 hereof. **“Special Individual Assessment”** means an Assessment made against an Owner and/or his or her Unit in accordance with Section 5.4 hereof. The term **“Total Aggregate Regular Assessment”** means the amount of Regular Assessment assessed to and due from all Units for that particular year.

**Section 1.3. “Association”** means Crown Harbor Homeowners Association, a California non-profit mutual benefit corporation, its successors and assigns. Crown Harbor Homeowners Association is an Association as defined in Civil Code §1351(a).

**Section 1.4. “Association Rules”** means the rules, regulations and policies adopted by the Association, pursuant to Section 7.1(a)(ii)(J) of the Bylaws and Civil Code §§1357.100 *et seq.*

**Section 1.5. “Balcony”** means that Exclusive Use Common Area attached to the adjacent Unit and separately designated on the deeds or the Map and herein as individually numbered spaces – “B-1” through “B-76”. The Exclusive Use Common Area Balcony consists of air space and does not include any General Common Area walls, fences, railings, flooring and/or ceilings that surround that air space.

**Section 1.6. “Board” or “Board of Directors”** means the Board of Directors or the governing body of the Association.

**Section 1.7. “Building”** means a structure located on the Complex that contains two (2) residential Units.

**Section 1.8. “Bylaws”** mean the Bylaws of the Association.

**Section 1.9. “Common Area”** means the entire Complex, except the Units. The Common Area is owned by all Owners in common. There are two (2) types of Common Area: General Common Area and Exclusive Use Common Area. (*See* Section 1.20 defining General Common Area and Section 1.16 defining Exclusive Use Common Area).

**Section 1.10. “Common Expense”** means any use of Common Funds authorized by Article V, below. The term Common Expenses includes, without limitation: **(a)** all expenses or charges incurred by or on behalf of the Association for the management, Maintenance, administration, insurance, operation, repairs, alterations or reconstruction of any portion of the Complex that the Association is obligated to Maintain or repair, **(b)** all expenses or charges reasonably incurred to procure insurance for the protection of the Association and its Board, **(c)** any amounts reasonably necessary for reserves for the Maintenance, repair, replacement and/or additions for the Common Area, the Common Facilities or any portion of any Unit that the Association is obligated to Maintain or replace, **(d)** all amounts to offset anticipated nonpayment of Assessments, and **(e)** the use of Association funds to defray the costs and expenses incurred in the performance of Association functions or in the discharge of the responsibilities set forth in the Governing Documents.

**Section 1.11. “Common Facilities”** means any Improvement, item and/or object within the General Common Area, including, but not limited to trees, hedges, plantings, Parking Spaces, irrigation systems, fences, gates, rip-rap and lighting (all located in the Common Area).

**Section 1.12. “Complex”** means all real property (Common Area and Units) and the Improvements located thereon which comprises Crown Harbor Complex.

**Section 1.13. “Condominium”** means an estate in real property as defined in Civil Code §§783 and 1351(f). The specific elements of each Condominium are set forth in Section 2.1, below. (*See also* Section 1.34, below, defining Unit).

**Section 1.14. “Declaration”** means this Declaration of Covenants, Conditions and Restrictions of Crown Harbor Homeowners Association, recorded in the Office of the County Recorder of Alameda County, State of California.

**Section 1.15. “Director”** means a member of the Association’s Board of Directors.

**Section 1.16. “Exclusive Use Common Area”** means Balconies, Garages, Garbage Enclosures, mailboxes, Parking Spaces, Patios and any other part of the Common Area conveyed as exclusive easement to a specific Unit (as set forth in Deeds or the Map).

**Section 1.17. “Family”** means two (2) or more Persons who live together and maintain a common household in a Unit whether or not those Persons are all related to each other by birth, marriage or legal adoption.

**“Immediate Family”** is defined as the Father, Mother, Husband, Wife, Son or Daughter of the Owner.

**Section 1.18. “Garage”** means that Exclusive Use Common Area separately designated on the deeds or the Map and herein as individually numbered spaces – “G-1” through “G-76”. The Exclusive Use Common Area Garage consists of air space and does not include any walls, floor, ceiling, doors that surround that air space. (*See also* Section 6.1(a)(viii), below, regarding Garage maintenance obligations).

**Section 1.19. “Garbage Enclosure”** means that Exclusive Use Common Area adjacent to a Unit for storage of garbage container(s) for that Unit. The Exclusive Use Common Area Garbage Enclosure consists of air space and does not include any walls, floor, ceiling, doors that surround that air space.

**Section 1.20. “General Common Area”** means all of the Common Area except for Exclusive Use Common Area.

**Section 1.21. “Governing Documents”** is a collective term that means and refers to this Declaration and to the Association’s Articles, Bylaws, Association Rules, including Election Rules, and the policies and resolutions adopted by the Board and distributed to the Members.

**Section 1.22. “Improvement”** means an addition to or alteration of the real property comprising the Complex (or any portion thereof). The term Improvement includes, but is not restricted to, any Building; non-residential building; outbuilding; structure; shed; driveway; swimming pool; wading pool; spa; hot-tub; and pool apron areas; pool equipment room/structure; clubhouse/recreational building; gym area; tot lot; tennis courts; sauna; mailboxes; Balcony; Garage; Garbage Enclosure; Parking Space; Patio; Private Street; paving; concrete flatwork; walk; fence; gate; wall; stairs; arbor; pole; sign; tank; ditch; landscaping (including trees, hedges, plantings, lawns, shrubs); landscape structures; irrigation systems; berms; fencing; pond; solar heating equipment; antennas; utilities (including subfeed circuit panels and meters, if any); utility lines; gates; statues; markers; pipes; lines; lighting fixtures; rip-rap and other concrete or rock materials along the shoreline and anything deemed to be a “Work of Improvement” as defined in Civil Code §3106 or any structure of any kind.

**“Capital Improvement”** means a new Improvement or component(s) within the Common Area that did not exist on the date this Restated Declaration was recorded. Capital Improvement expressly does not mean any repair and/or replacement of any Improvement in existence at the time this Restated Declaration was recorded.

**Section 1.23. “Lien”** means any Lien (whether voluntary or involuntary).

**Section 1.24. “Maintenance”** means the exercise of reasonable care to keep Buildings, non-residential buildings, landscaping, lighting and other Common Area(s), Common Facilities, Improvements and/or real or personal property in which the Association or an Owner holds an interest in a state similar to their original condition, normal wear and tear excepted. Maintenance of landscaping shall include the exercise of regular fertilization, irrigation or other garden management practices necessary to promote a healthy and weed free environment.

**Section 1.25. “Map”** means the certain parcel Map of “Tract 3883, Crown Harbor, City and County of Alameda,” recorded in the Office of the Recorder of the County of Alameda, State of California.

**Section 1.26. “Member”** means each Person who is named as an Owner on the recorded grant deed (or other valid title document) for any Unit within the Complex. However Persons who holds an interest in any Unit merely as security for the performance of an obligation (e.g., banks and other types of Mortgage lenders) are not Owners (or Members). (See also Section 1.2(d) of the Bylaws defining the term “Member in Good Standing”).

**Section 1.27. “Mortgage”** means any security device encumbering all or any portion of the Complex, including any deed of trust. The terms Mortgage, deed of trust and purchase contract may be used interchangeably. **“First Mortgage”** means a Mortgage having priority over all other Mortgages. **“Mortgage Lien”** means the Lien or charge or equivalent security interest of any Mortgage or deed of trust. **“Mortgagor”** shall refer to the trustor under a deed of trust, as well as a Mortgagee.

**“Mortgagee”** shall refer to a beneficiary under a deed of trust as well as to a Mortgagee in the conventional sense. **“First Mortgagee”** means any Person, including, but not limited to, banks, savings and loan associations, insurance companies and other financial institutions, holding a recorded Mortgage which constitutes an encumbrance upon one (1) or more Units first in priority of Lien over all other encumbrances upon the Unit(s) securing payment of money other than this Declaration and Liens for real estate taxes and assessments. **“Eligible First Mortgagee”** means a First Mortgagee who has sent a written request for notice to the Association, stating its name and address and the Unit number or address of the Unit on which it has the Mortgage. Starting as of the effective date of this Declaration (i.e., \_\_\_\_\_), the Association shall maintain this information in the Association Records.

**Section 1.28. “Owner”** means the Person(s) shown as owning (i.e., holding fee simple title to) any Unit which is a part of the Complex (and contract purchasers during the contract purchase period). However the term Owner does not include a Person who holds an interest in a Unit merely as security for the performance

of an obligation (e.g., banks and other types of Mortgage lenders). (See Section 4.6 of the Bylaws concerning furnishing evidence of ownership and membership).

**“Owner of Record”** and/or **“Member of the Association”** is an Owner and means any Person to whom title to a Unit is vested according to Association Records. **“Owner’s Pets or Associated Persons”** collectively means the Family, Tenants, contract purchasers, occupants of an Owner’s Unit, guests, invitees, agents, servants, employees, licensees and pets of that Owner.

**Section 1.29. “Parking Space”** means that Common Area separately designated in the original deeds, the Map and herein as individual numbered spaces – “P.S.1 through P.S.66” and “G.P.1 through G.P.74”. The Developer deeded an exclusive easement for a specific Parking Space to a specific Unit. These Exclusive Use Common Area Parking Spaces consists of air space only and do not include any General Common Area paving, etc., The remaining Parking Spaces are General Common Area and may be used by all Owners/Residents subject to the use restrictions in Article III and the Rules.

**Section 1.30. “Patio”** that Exclusive Use Common Area attached to the adjacent Unit and separately designated on the deeds or the Map and herein as individually numbered spaces – “P-1” through “P-76”. The Exclusive Use Common Area Patio consists of air space and does not include any General Common Area walls, fences, railings, flooring and/or ceilings that surround that air space.

**Section 1.31. “Person”** means and includes any individual, corporation, partnership, association or other entity recognized by the laws of the State of California

**Section 1.32. “Private Street”** means the Private Streets shown on the Map as “Crown Drive.” “Kings Road” and Queens Road and all Improvements thereon.

**Section 1.33. “Tenant”** means any Person who pays rent to the Unit Owner (and/or resides in a Unit) that is not part of the Unit Owner’s Immediate Family or the Owner’s significant other. The terms **“Tenant”**, **“Lessee”** and **“Renter”** are interchangeable.

**Section 1.34. “Unit”** means the elements of a Condominium that are not owned in common with the other Owners. (See Section 2.1, below). The Unit consists of: (a) air space and the dry wall attached to and surrounded by the General Common Area Building structures; (b) all window glass; (c) all doors; (d) all fixtures; (e) all appliances; and (f) the HVAC system and hot water heaters. Unit expressly does not include the General Common Area Building structure. (See Section 1.9, above). Each Unit is an individual residence as shown, defined and delineated on the Map.

## ARTICLE II: OWNERS’ PROPERTY RIGHTS & OBLIGATIONS.

**Section 2.1. Elements of a Condominium.** Ownership of each Condominium within the Complex includes:

- (a) **Unit.** A separate Unit as defined and described in Section 1.34, above.
- (b) **Common Area.** An undivided and proportionate fractional tenancy-in-common interest in and to the Common Area. (See Exhibit “A” setting forth each Unit’s proportionate interest in the Common Area).
- (c) **Nonexclusive Easements.** Nonexclusive easements appurtenant to the Unit for the use and enjoyment of the Common Area (and as more particularly described in Sections 2.2 and 7.1, below).
- (d) **Exclusive Easements.** Exclusive easements appurtenant to the Unit for the use and enjoyment of Exclusive Use Common Area as more particularly described in Sections 2.3 and 7.2, below.

**Section 2.2. Owners’ Use & Enjoyment of the Common Area.** Subject to the provisions of the Governing Documents, the Common Area is held, maintained and to be used for the common interests of the Owners and Residents. (See Section 7.1, below, for the scope of and limitations to this nonexclusive easement).

**Section 2.3. Exclusive Use Common Area.** Exclusive Use Common Area, as defined in California Civil Code §1351(i), includes Balconies, Garages, Garbage Enclosures, mailbox, Parking Spaces, Patios and any other portions of the Common Area specifically identified on the Map (and/or original deeds) and that was conveyed as exclusive easements appurtenant to particular Units.

The Association: (a) may promulgate Association Rules limiting and defining the rights of Owners to use Exclusive Use Common Areas; and (b) has a right of entry on, over, under, across and through the Exclusive Use Common Areas for Maintenance and repair purposes. (See 2.6(c), below for Association's right of entry and Section 7.1(a)(ii)(J) of the Bylaws concerning Association Rules).

**Section 2.4. Persons Subject to Governing Documents.** All Owners and ("Owner's Pets or Associated Persons" and/or any other Persons that might use any part of the Complex) are subject to, and must comply with, the Governing Documents.

The acceptance of a deed to any Unit (or entering into a lease, sublease or contract of sale for any Unit; the occupancy of any Unit; and/or the entry into the Complex) constitutes the consent and agreement of each Person so bound and abide by the Association's Governing Documents. Each Person is subject to the various contractual, fiduciary or other duties or obligations for the benefit of the Association (and the other Owners, occupants or Residents within the Complex).

**Section 2.5. Rules & Discipline.** The right of any Person to use and enjoy any portion of the Complex is (at all times) subject to the Association Rules and the limitations and restrictions set forth in the Governing Documents.

(a) **Association Rules.** The Association has the right to adopt, amend, and repeal Association Rules relating to all conduct within the Complex; use of any part of the Complex; and behavior of all Persons while within the Complex. (See Section 7.1(a)(ii)(J) of the Bylaws and Civil Code §§1357.100 *et seq.*). Association Rules must be consistent with the provisions of the other Governing Documents, including particularly Section 3.3(f)(iii) and Section 3.4(n) concerning governmental required provisions. (See Section 16.3(e), below, concerning handling conflicts, if any, between various Governing Document provisions).

(b) **Discipline.** The Association has the right to impose fines and/or monetary penalties and/or to suspend the right to use and enjoy the Common Area and Common Facilities. The Association cannot suspend any Owner's right to ingress and egress. (See Article XII of the Bylaws for discipline procedures).

**Section 2.6. Owner Obligations.** Each Owner has the following duties and obligations:

(a) **Payment of Assessments.** To pay when due all Assessments levied against the Owner and his or her Unit.

(b) **Compliance with Association Rules.** To observe, comply with and abide by the Association Rules and the Governing Document.

(c) **Permit Entry by Association and/or Adjacent Owners.** All written notices pursuant to this Subsection (c) must specify the purpose for (and scheduled time of) the entry. The Person seeking entry must make every reasonable effort to schedule and perform the entry in a manner that respects the privacy of the Persons residing within the Unit and the convenience of the Owner of that Unit. (See also Section 6.2(b), below).

(i) **Entry by Adjacent Owner.** Each Owner is obligated to permit the Owner of an adjacent Unit (or the Owner's representative) to enter the Owner's Unit for purposes of performing installations, alterations or repairs to mechanical or electrical services which are reasonably necessary for the use and enjoyment of the adjacent Unit, provided that the adjacent Owner furnishes the Owner whose Unit is being entered with at least seven (7) days written notice of the intent to enter the Unit.

**(ii) Entry by Association.** In the Board's discretion, the Association (or its agent) has the right, when necessary, to enter any Unit (or Exclusive Use Common Area) to perform the Association's obligations under this Declaration, including, but not limited to: **(A)** Maintenance, construction or repair obligations; **(B)** obligations to enforce the use restrictions of Article III and the architectural provisions of Article VIII; or **(C)** necessary repairs that an Owner has failed to perform that, if left undone, will pose a threat to, or cause an unreasonable interference with, the other Owners, Residents or the other Units within the Complex. The Association's entry may be performed whether or not the Owner (or Owner's Tenant) is present.

The Association's right of entry includes the right to impose a Special Individual Assessment against the Owner of that Unit to recover all costs incurred by the Association pursuant to this Subsection (c). (See Section 5.4, below, for provisions pertaining to imposition of a Special Individual Assessment).

**(A) Emergencies.** The Association's right of entry under this Subsection (c) is immediate in case of an emergency originating in the Unit (or threatening the Unit or any adjoining Unit or Common Area).

**(B) Non-Emergencies.** In all non-emergency situations, the Association must furnish the Owner (or Owner's Tenant) with at least seven (7) days written notice of the Association's intent to enter the Unit.

**(d) Immediate Notification of Leaks, Water and/or Other Damage.** Immediately upon discovery, an Owner must report to the Association's manager (or the Secretary if there is no manager) any information concerning: **(i)** any water leak or water damage within the Complex; and/or **(ii)** any damage to any part of the Complex that the Owner believes maybe within the Association's Maintenance obligations. An Owner that delays reporting (or fails to immediately report) any water leaks, water and/or other damage to the Association will be assessed a Special Individual Assessment for the increased costs incurred by the Association resulting from that Owner's delay or failure to report. Where possible without incurring a delay, all reports pursuant to this Subsection (d) should be in writing.

Mere receipt of notification by the Association does not create a duty for the Association to make repairs. Repair work that is allocated to an Owner remains that Owner's responsibility even if notification is given. (See Section 6.1 that outlines each Owner's maintenance obligations).

**(e) Indemnification for Damage & Injury.** Each Owner is liable to all other Owners and the Association for any damage to the Complex that was sustained by reason of the willful misconduct, negligent act or omission of the Owner (and/or that Owner's Pets or Associated Persons). Each Owner shall indemnify the other Owner and the Association against, (and hold them harmless from, and defend them against) any claim of any Person for personal injury or property damage occurring within the Complex due to the willful misconduct, negligent act or omission of the Owner (or that Owner's Pets or Associated Persons).

No decision resulting in the liability of an Owner pursuant to this Section 2.6(e) shall be reached without providing that Owner with notice and hearing pursuant to Section 12.7(d) & (e) of the Bylaws.

**(f) Owner's Duty to Notify Association of Tenants & Purchasers.**

**(i) Sale.** At least ten (10) days prior to the close of any sale (or other transaction) that will result in a change in the record ownership of any Unit, the transferring Owner(s) shall provide, in writing, the following information to the Association:

- (A)** The name of each new Owner (*i.e.*, transferee);
- (B)** The Unit number and street address of the Unit to be transferred;
- (C)** The mailing address, phone number and email address of each new Owner/transferee;
- (D)** The name and address of the escrow holder, if any, for the sale and the escrow number;

and

(E) The anticipated date that escrow will close.

(ii) **Lease.** No later than five (5) days after the leasing of any Unit (or any portion of any Unit) and in all circumstances at least three (3) days prior to providing a Tenant with a key to (or possession of) any Unit, the leasing Owner must provide the Association with a copy of the executed lease and the following information in writing:

- (A) The name of each Tenant;
- (B) The Unit number and street address of the Unit to be leased;
- (C) The mailing address, phone number and email address of each leasing Owner;
- (D) The start and end dates of the lease; and
- (E) The names and contact information for all Persons who will occupy the Unit.

(iii) **Effect of Failure to Notify.** Until such time as the Association receives the notification required in Subsections (i) and (ii), above, the new Owner, the selling Owner, the leasing Owner and/or the Tenants are deemed to have received any and all notices or other communications from the Association. In addition, the Board has the power to impose fines or other discipline for any failure to give timely notice.

**(g) Notification to Buyers.**

(i) **Seller's Duty to Buyer.** As more particularly provided in the Civil Code §1368, a selling Owner must give the buyer: (A) a current copy of the Governing Documents; (B) the Association's most current financial statement; (C) a true statement in writing from the Association as to the amount of any delinquent Assessments ("delinquency statement"), together with information relating to late charges, attorneys' fees, interest, and reasonable costs of collection that, as of the date the statement is issued, are or may become a Lien on the Unit being sold; (D) a true statement in writing from an authorized representative of the Association as to the amount of the Association's current Regular and Special Assessments and/or other fees (if any); (E) a notice of any change in the Association's current Regular or Special Assessments and/or other fees that has been approved by the Board but is not yet due and payable as of the date that the information is provided; and (F) copies of all disclosure information received by the Owner from the Association, including all statutorily required annual disclosures for the current fiscal year.

(ii) **Association's Duty to Seller.** Pursuant to Civil Code §1368, a selling Owner has the right to request copies of documents specified in Subsection (c)(i), above from the Association. Within ten (10) days of the mailing or delivery of a request, the Association shall provide the selling Owner with copies of requested documents and information required under Civil Code §1368. The Association is entitled to impose and collect a fee for providing copies of those documents equal to (but not more than) the reasonable cost of preparing and reproducing the requested materials. In addition, the Association may impose a reasonable fee to cover its actual costs incurred to change its records in connection with a change of ownership of any Unit.

**Section 2.7. Delegation of Owner's Right to Use & Enjoyment.**

(a) **Assignment of Rights to Tenants & Contract Purchasers.** Any Member who has leased or rented the Member's Unit (or sold the Unit under a contract purchase agreement) has delegated to the Tenant (or Resident contract purchaser) all rights of use and enjoyment of the Common Area. (*See also* Sections 2.6, above, and 3.2, below, for additional restrictions, limitations and/or requirements relevant to leasing or renting of Units). It is the express purpose and intent of this Section 2.7 to limit the right of use and enjoyment of the Common Area to Residents (and/or Residents' Families). No delegation of any Member rights or privileges to a Tenant or contract purchaser is binding on the Association until the Board has received notice in compliance with Section 2.6, above.



**(i) Use of Common Area by Non-Resident Owners.** During any period when a Unit has been rented or leased (or under a contract purchase agreement), the leasing or selling Owner (and that Owner's Family) is not entitled to use or enjoy the Complex, except to the extent reasonably necessary to perform the leasing or selling Owner's responsibilities as a lessor (or contract purchase seller). This restriction does not apply to any leasing or selling Owner who contemporaneously resides in another Unit within the Complex.

**(ii) Continued Assessment Obligation.** Notwithstanding any delegation, until fee title to the Unit has been transferred of record, a selling Owner shall remain liable for all Assessments, fines and other charges imposed on that selling Owner's Unit (and any default in payments).

**(b) Assignment of Rights to Resident Family Members.** Any Owner may delegate the Owner's rights to use and enjoy the Common Area and Common Facilities to any Family member who are Residents.

**(c) Use by Invitees & Guests.** The invitee and guest of a Member are allowed the use and enjoy the Common Area as long as the guest or invitee is in the company of and supervised by the Member. (*See* Section 2.4, above requiring all guests and invitees to comply with the Association's Governing Documents).

**Section 2.8. Assignment of Rents.** Absolutely and regardless of possession of any Unit, each Owner assigns to the Association all rents and other monies now due (or that are hereafter due) for that Owner's Unit. This assignment is made for the purpose of collecting all Assessments due to the Association that are (or may become) in default. The Association hereby confers on each Owner the authority to collect and retain the rents and other monies from any lease until any Assessment becomes delinquent. Upon delinquency of any Assessment (and after written notice to the Owner), the Association may, in its discretion, invoke its right to collect all rents and other monies under this Section 2.8 and, if necessary, seek appointment of a receiver by the Court.

### **ARTICLE III: RESTRICTIONS & USE OF PROPERTY.**

In order to promote the Owners' use and enjoyment of the Complex, the aesthetics of the Complex, and/or recreational purposes of the Owners, the Association can regulate, limit or prohibit altogether (subject to legal limitations), activities and/or conduct within the Complex. The restrictions set forth in this Article III (and any additional restrictions as may be set forth in the Governing Documents, including the Association Rules, or established by law) are imposed on the Complex and all Persons within the Complex. (*See* Civil Code §§1357.100 *et seq.*, or comparable superseding statutes concerning Association Rules). Any breach of the Restrictions shall give rise to the rights and remedies set forth in Article XII of the Bylaws.

#### **Section 3.1. Residential Use & Restrictions on Business.**

**(a) Residential Use & Occupancy Limits.** Each Unit shall be used exclusively for residential purposes except as provided in Subsection (b), below.

**(i) Occupancy.** No more than two (2) Persons per bedroom, plus one (1) additional Person per Unit, not including Temporary Guests, may reside in any Unit. In no event shall any Unit be occupied by more Persons than permitted by applicable zoning laws or governmental regulations.

**(ii) Temporary Guest.** "Temporary Guest" is defined as a Person residing in a Unit for a period not to exceed thirty (30) consecutive days.

**(b) No Business Use.** No business of any kind shall be established, maintained, operated, permitted or conducted within the Complex. However, a home office and/or a professional or administrative business (as may be permitted by applicable statutes and/or ordinances) is allowed as long as: **(i)** there is no external evidence of the business/home office (*e.g.*, no increased pedestrian and/or vehicular traffic or parking within the Complex), **(ii)** the activities are not apparent or detectable by sight, sound or smell from outside of the

Unit, **(iii)** the activities do not increase the Association's insurance obligations and/or premiums, and **(iv)** the activities are otherwise consistent with residential nature of Complex.

**(c) Licensed Homes.** Family care homes, foster homes, group homes and/or family day care homes that are licensed by the State of California (collectively "Licensed Homes") are only allowed as specifically authorized by California Health & Safety Code §1597.40 and Welfare and Institutions Code §5116 (or comparable superseding statutes). Unlicensed Homes are prohibited. The owner/operator of any Licensed Home within the Complex must comply with all local and state laws and in addition must:

**(i)** Name the Association as an additional insured on the liability policy and/or bond carried by the Licensed Home;

**(ii)** Defend, indemnify and hold the Association harmless from any liability arising out of the existence and/or operation of the Licensed Home;

**(iii)** Abide by and comply with all of the Association's Rules and other Governing Documents;

**(iv)** Supervise and be responsible for all Persons cared for by the Licensed Home while those Persons are within the Complex; and

**(v)** Cooperate with the Association if the Association's insurance agent and/or carrier requires: **(A)** proof of insurance; **(B)** proof of the owner/operator's agreement to the above conditions; and/or **(C)** other reasonable requests.

**(d) Timeshares Prohibited.** Use of any Unit for time-share purposes (and/or the existence of any time-share estate) is prohibited. (*See* Business & Profession Code §11212(x) defining time-share estates and time-share interests).

**Section 3.2. Rental of Units.** As used in this Section, the terms "lease" or "rental" shall mean any and all agreements, including, but not limited to leases, subleases and/or rental agreements, for the occupancy of any Unit. Any Owner who wishes to lease the Owner's Unit must comply with all of the provisions of this Section 3.2 (and all Association Rules and other Governing Document provisions).

No Owner, contract purchaser or Tenant shall be permitted to lease or sublease a Unit for transient or hotel purposes (*i.e.*, a rental for any period less than sixty (60) days and/or a rental that provides the Tenant with customary hotel service such as room service for food and beverage, maid service, laundry and linen service, or bellboy service).

**(a) Fifteen Percent Limit on Rentals.** Whereas, Crown Harbor Homeowners Association wants to ensure that Units within the Complex continue to qualify for conventional mortgage financing and that current and future Association members can continue to obtain said financing, Crown Harbor Homeowners Association seeks to maximize the number of Units that are Owner occupied.

In order to accomplish the above goal, Crown Harbor Homeowners Association imposes the following rental restriction: Subject to the waiver exceptions set forth in Subsection (a)(iii), below, at all times, the maximum percentage of Units which may be leased at any time is fifteen percent (15%). At no time shall the number of leased Units in the Complex exceed fifteen percent (15%) or eleven (11) Units. All other Units are to be occupied by the Unit Owner(s) and/or the Owners' Immediate Family.

**(i) Priority.** The Association shall keep a list of all leased Units. If at any time the number of leased Units meets or exceeds the eleven (11) Unit maximum set forth in Subsection (a), above, the Association shall keep of list of any other Owners requesting the Association's permission to lease (hereinafter "waiting list"). The Name(s) of Owners wanting to lease shall be placed upon the waiting list in the order that the Owner's written request is received by the Association. Subject to the waiver exceptions in Subsection (a)(v), below, the Owner at the top of the waiting list shall be given the next available vacancy.

**(ii) Vacancy of Rental Unit.** Once the Association has granted an Owner authority to lease the Owner's Unit, that Owner shall thereafter have the right to continue leasing the Unit to that Tenant as long as the Owner otherwise complies with the provisions of this Section 3.2.

**(iii) Maximum Number of Rentals Per Year.** No renting Owner shall be permitted to lease to more than one Tenant/group of Tenants per year without first re-applying for and receiving Association authority to re-leasing said Unit.

**(iv) Grandfather Provision.** The lease restriction set forth in Subsection (a), above, shall not apply to those Units that are currently being leased when this Declaration is recorded (except as for limitations set forth in Subsections (a)(ii)(B), above and Subsections (c) and (f), below) even if this means that more than eleven (11) Units are being rented after the passage of this Declaration.

**(v) Waivers.** The Board has the power and authority and may, in its discretion, grant waivers and exemptions to the restriction on leasing to those Owners that request such a waiver/exception and demonstrate a special circumstances hardship. The waiver granted can be either an immediate right to rent or preferential placement on the wait list as may be determined in the Board's discretion.

Owners must provide the Board with a written request for a waiver from the provisions of this Section 3.2. In the written request, the Owner must outline the special circumstance such as the Owner's illness, death and/or other extreme financial hardship such as loss of job or transfer that warrant the requested waiver.

No waiver shall be granted by the Board to an Owner whose hardship is as a result of that Owner's failure to obtain and to read the Association's rental restrictions as set forth in this Declaration and other Governing Documents (and/or in other Governing Documents).

Within sixty (60) days of receipt of an Owner's written request, the Board of Directors shall review such request and provide a written notification to the Owner(s) stating whether the written request has been approved or disapproved, including the specific reason(s) for any disapproval. Within thirty (30) days after the date of the Board's written notification, the Owner(s) may request a right to a rehearing before the Board. The rehearing shall be conducted in compliance with the notice and hearing provisions of Section 12.7 (d) & (e) of the Bylaws.

**(b) Leases.** All leases for any Unit within the Complex must be in writing. Every lease or rental of any Unit within the Complex is subject to all provisions of the Governing Documents. The Governing Documents are deemed incorporated by reference in every lease or rental agreement.

**(c) Owner's Responsibility.** Each Owner is responsible for: **(i)** compliance by the Owner's Tenant(s) with the Governing Documents during the term of Tenant's lease period; and **(ii)** providing copies of the current Governing Documents to each Tenant.. Each leasing Owner is strictly responsible and liable to the Association and the other Owners for the actions of that Owner's Tenant(s) within the Complex and for each Tenant's compliance with the Governing Documents.

**(d) Breach & Eviction.** The failure of any Tenant to comply with any part of the Governing Documents is a default and material breach of the lease supporting an eviction action.

**(e) Owners' Duty of Notification.** The Owner of any Unit must disclose to potential buyers the existence of Section 3.2's rental restriction provisions. Further, Owners of any leased Units must disclose to potential buyers that upon the sale (or transfer of ownership) of any leased Unit, the Unit ceases to be eligible for leasing unless and until the Owner of that Unit applies for and receives the Board's approval to lease the Unit in compliance with the terms of this Section 3.2.

Each Owner must notify the Association of the names of all Tenants and other information pursuant to Section 2.6(f), above. In addition, each Owner must also notify the Association within five (5) days after that Owner's Tenant(s) terminated the lease and moved out.

**(f) Termination for Non-Compliance.** If an Owner fails to comply with the notice provisions of Section 2.6(f) of the Declaration and/or Subsection (e), above, the Association has the right to terminate that Owner's right to lease his Unit. The Association needs to comply with the notice and hearing provisions of Section 12.7(d) & (e) of Article XII of the Bylaws and Civil Code §1363.

**Section 3.3. Parking & Vehicle Restrictions.** Owners may park, keep, or drive standard passenger vehicles, including standard sized sport utility vehicles and trucks that do not exceed a three-quarter ton size within the Complex.

**(a) Towing.** As long as applicable ordinances and laws are observed, including but not limited to California Vehicle Code §22658 (or comparable superseding statute), the Association may have any vehicle that is in Violation of this Section 3.3 and/or the Association Rules towed from the Complex.

**(b) Repair of Vehicles.** Other than within Garages, no portion of the Complex shall be used for the repair, construction, reconstruction and/or maintenance of any vehicle.

**(c) Prohibited Vehicles.** Owners are prohibited from the parking, keeping, maintaining and/or storing: **(i)** trailers of any kind; **(ii)** trucks larger than a three-quarter ton pick-up; **(iii)** vehicles with commercial signage; **(iv)** mobile homes; **(v)** golf carts and **(vi)** recreational vehicles, including motorhomes, camptrailers, campers, boats or similar vehicles unless the prohibited vehicle is parked, kept, maintained and/or stored entirely within that Owner's closed Garage.

**(d) Non-Operational Vehicles.** All vehicles that are: **(i)** emitting unreasonable levels of exhaust fumes and/or noise; **(ii)** dilapidated; **(iii)** unlicensed; or **(iv)** non-operational or disabled are prohibited within the Complex.

**(e) Car Covers.** Use of a car cover is permitted in any Parking Space; however, the covers must be clean and well maintained.

**(f) Parking.** Use of all Parking Spaces must be in compliance with this Declaration and the Association Rules. General Common Area Parking Spaces that are marked as "guest parking" are reserved for guests only. Only vehicles shall be parking in Parking Spaces and/or Garages. The term prohibited storage for purposes of any General Common Area Parking Space includes the continuous parking of any vehicle for a period of one (1) month or longer, unless the Association's management has been notified.

**(i) Prohibited Activities.** Nothing shall be kept or stored in any Parking Space and/or Garage that: **(A)** is a fire, health or safety hazard; **(B)** causes the Association's insurance costs to increase; **(C)** is unsightly (as determined by the Board); and/or **(D)** prevents a vehicle from being parking within that Parking Space and/or Garage.

**(ii) Exclusive Use Parking Spaces.** Certain Parking Spaces (*i.e.*, P.S. 1 - P.S.20, P.S.31 - P.S.32 and P.S.65 - P.S.66) were deeded as Exclusive Use Common Area to specific Units by the Developer.. Use of each of those Parking Spaces is reserved for use by the Unit and Unit Owner the Parking Space was deeded to.

**(iii) Public & Guest Only Parking Spaces.** Twelve (12) General Common Area Parking Spaces (*i.e.*, G.P. 1 - G.P.6 and G.P.38 - G.P.43) are reserved for use by the public and/or guests. The "public/guest parking only" Parking Spaces were designated by the Developer and are posted or marked as "public/guest parking only". During the hours of 7 a.m. and 10 p.m., Owners, Residents and their Family members are prohibited from parking and/or using the "public/guest parking only" Parking Spaces. Unauthorized Owner or Resident vehicles parked in these designated Parking Spaces will be subject to tow-away at the Owner's (or Resident's) expense. (*See* Sections 4.7(b) and 15.2, below concerning amendment of this Subsection (f)(iii)).

**(iv) Guest Only Parking Spaces.** Certain Parking Spaces (*i.e.*, G.P.7 - G.P.37, and G.P.44 -

G.P.74 and P.S.27 - P.S.28) are reserved for public and/or guests. The “guest only” Parking Spaces were designated by the Developer and are posted as “guest only”. During the hours of 8 a.m. and 10 p.m. on Saturday and Sunday and during the hours of 4p.m. to 10:p.m. on Monday through Friday, Owners, Residents and their Family members are prohibited from parking and/or using the “guest only” Parking Spaces.

**(v) Unassigned General Common Area Parking Spaces.** The remaining Parking Spaces (*i.e.*, P.S.21 - P.S. 26, P.S.29 - P.S.30 and P.S.33 - P.S.64) within the Crown Harbor Complex are unassigned Parking Spaces available to Owners, Residents and/or guests on a “first-come, first-serve” basis. The Board has the right to designate any unassigned Parking Spaces as guest parking.

**(vi) Garages.** Garage doors must remain closed at all times except when the Garage is in use and attended. The interiors of all Garages shall be kept sufficiently clear so as to permit the parking of two (2) passenger vehicles in two car Garages (and one passenger vehicle in a one car Garage). No Garage shall be used and/or converted to any other purpose. Owners are prohibited from cooking or barbecuing within any Garage.

**(vii) Other Portions of the Common Area.** Parking of vehicles is prohibited in front of Garages, on any Private Street or driveway within the Complex.

### **Section 3.4. Exterior Improvements & Modifications.**

**(a) Air Conditioners & Clotheslines.** Unless an Owner has received prior written approval from the Association, that Owner is prohibited from erecting, constructing, maintaining, placing or using of any air conditioning units and/or clotheslines in any portion of a Unit in a manner which is visible from any neighboring Unit or the Common Area. The prohibition against clotheslines includes the drying and/or laundering of clothes in any location other than within a Unit.

**(b) Balconies & Patios.** Penetrations into Common Area components, including specifically exterior Building walls are prohibited except with the prior written approval of the Association. All potted plants located in any Exclusive Use Common Area must have catch basins or similar materials in place in order to prevent water from ponding upon (or sitting on) and, thus, damaging Exclusive Use Common Area Improvements or underlying Building components. Owners are prohibited from storing items within that Owner’s Exclusive Use Common Area Balconies and/or Patios. Nothing maybe attached to the General Common Area railings and/or fencing that surrounds any Exclusive Use Common Area Balcony or Patio without the written pre-approval of the Association. Additional restrictions on the color, type and/or manner of any decorations, furnishings, landscaping or embellishments within, on or of any Exclusive Use Common Areas, including Balconies and/or Patios may be set forth in the Association Rules.

**(c) Exterior Lights.** Unless an Owner has received prior written approval from the Association, that Owner is prohibited from erecting, placing, maintaining or using exterior lights and/or lighting fixtures within the Complex in any area that is visible from the Common Area and/or adjacent Units.

**(d) Fences or Other Barriers.** Unless an Owner has received prior written approval from the Association, the Owner is prohibited from erecting new or replacement fences, gates, hedges and/or walls. The placement, height and/or maintenance of fences, gates, hedges and/or walls shall conform to existing installations within the Complex.

**(e) Flags & Banners.** Owners are prohibited from displaying or flying flags, banners, windsocks and/or similar items within the Complex if the item is within public view except as allowed in this Subsection (e). This limitation shall not prohibit or prevent the flying of a United States flag as allowed under Civil Code §1353.5, Government Code §434.5 and H.R. 42 (or a similar provision protecting the right to fly or display governmental flags). Pursuant to Civil Code §1353.6, Owners may fly other flags or banners within each Owner’s Unit as long as those flags or banners **(i)** contain only noncommercial speech; **(ii)** do not endanger public health or safety; **(iii)** do not violate local, state or federal law(s), including those prohibiting hate speech; and **(iv)** are no larger than fifteen (15) square feet.

**(f) Fires.** Owners are prohibited from lighting and/or burning of any exterior fires within the Complex. Owners are allowed to use barbecues as long as the use does not create a fire hazard. Barbecues using charcoal and/or wood must be placed upon a fire-resistant mat (or other surface) if placed on any wooden Building surface or waterproof membrane.

**(g) Holiday Lights & Decorations.** Owners are prohibited from installing holiday decorations and/or lights in the General Common Area without prior written approval from the Association. All exterior holiday decorations and/or lights installed, placed or erected within any Exclusive Use Common Area cannot be attached in a manner that damages the Common Area, including making holes in any Common Area Building surface and must be removed within thirty (30) days after the date of the holiday.

**(h) Mailboxes & Newspaper Tubes.** Unless an Owner has received prior written approval from the Association, the Owner is prohibited from erecting, placing, maintaining or using individual mailboxes and/or newspaper tubes.

**(i) Outbuildings.** Unless the Owner has received prior written approval from the Association, all Owners are prohibited from erecting, placing or maintaining outbuildings, tents, shacks, sheds, trailers or other temporary building of any kind.

**(j) Radio Antennas.** Owners are prohibited from erecting, constructing, maintaining or placing any radio and/or electronic receiving and/or broadcasting service, including antennas, wiring or other means and/or any electrical, telephone or other wiring or similar items on the exterior of any Building or any part thereof.

**(k) Signs.** The placement or display of signs of any kind on or from any Unit or the Common Area is prohibited except as follows: **(i)** signs as are required for legal proceeding and/or allowed by law; **(ii)** one (1) sign of reasonable dimensions advertising the Unit for sale or rent (pursuant to Civil Code §§712 and 713). This sign must be located within that Owner's Unit; and **(iii)** non-commercial signs and/or posters located within that Owner's Unit (pursuant to Civil Code §1353.6), as long as the signs or posters: **(A)** contain only noncommercial speech; **(B)** do not endanger public health or safety; **(C)** do not violate local, state or federal law(s), including those prohibiting hate speech; and **(D)** are no larger than nine (9) square feet.

**(l) Sports & Play Equipment.** Unless an Owner has received prior written approval from the Association, the Owner is prohibited from erecting, placing, maintaining or using basketball standards, playhouses, play equipment and/or other sports apparatus upon or attached to any portion of the Complex.

**(m) TV & Internet Antennas.** The erection, construction, Maintenance or placement of any television service and/or wireless internet service, including multipoint video distribution service, antennas, masts, towers, poles and/or satellite dishes are:

**(i) Satellite Dishes Allowed in Exclusive Use Common Areas and Units.** Allowed within each Owner's Unit or Exclusive Use Common Area in compliance with federal law. One (1) satellite dish may be installed in either: **(A)** the Owner's Unit, or **(B)** one (1) of the following Exclusive Use Common Area(s) under the control of that Owner: **(1)** the air space of the Owner's Exclusive Use Common Area Balcony; **(2)** the air space of the Owner's Exclusive Use Common Area Patio; or **(3)** the air space of the Owner's Exclusive Use Common Area Garbage Enclosure. (*See* Civil Code §1351(i) and the definitions in Article I, above).

Each Owner installing a satellite dish and/or antenna is liable to the Association (and other Owners) for any damage caused by the installation, Maintenance and/or removal of the satellite dish (or antenna).

**(ii) No Satellite Dishes in General Common Area.** Not allowed in the General Common Area, including all Building exteriors and roofs (which are all General Common Area). In compliance with California law, an Owner's Exclusive Use Common Area does not include the General Common Area walls (*i.e.*, the exterior walls of the Building/Unit), fences, railing, gates and/or doors that enclose or surround the Exclusive Use Common Area air space(s). As such, the satellite dish installation may not penetrate into (or

be affixed to) the General Common Area walls (*i.e.*, the exterior walls of the Building/Unit), fences, railing, gates and/or doors that enclose or surround the Exclusive Use Common Area air space(s).

**(iii) Professional Installation Required.** Transmitting or internet capable satellite dishes must be professional installed due to health risks associated with transmission waves.

**(iv) Installations Should be Unobtrusive or Camouflaged.** To the extent possible, any installation must be camouflaged or located where not observable from the General Common Area and/or the Street.

**(n) View Obstruction.** The erection, construction, Maintenance or placement of any object, vegetation or Improvement that would (or may) obstruct the view, the visual corridors and/or the open spaces within the Complex is prohibited without the prior written approval of: **(i)** the Association; and **(ii)** the San Francisco Bay Conservation and Development Commission. The views, visual corridors and open spaces are required to be retained and maintained by the San Francisco Bay Conservation and Development Commission. (*See* Sections 3.8(c) and 4.7(b), below, concerning views and disclosure of Commission authority and jurisdiction).

**Section 3.5 Trash Disposal.** All trash, garbage, accumulated plant waste material, refuse, rubbish and debris must be kept only in the covered sanitary container(s) provided by the trash collection company and located within that Owner's Exclusive Use Common Area Garbage Enclosures and should not be visible from the Common Area. All containers and/or trash receptacles for Lots shall only be placed curbside and visible only on trash pick-up days. No Owner or Resident shall permit or cause garbage, trash or other waste to be kept upon any portion of the Complex, except in the above specified containers.

**(a)** Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and Improvements) shall be removed from the Complex to a public dump or trash collection area by the Owner (or Tenant) at his or her expense.

**(b)** The Association shall be entitled to impose reasonable fines and penalties and/or Special Individual Assessments to reimburse for refuse collection costs for the collection of garbage and refuse disposed in a manner inconsistent with this Section 3.5.

**Section 3.6 Pets.** Owners are prohibited from keeping, maintaining or breeding animals within the Complex, including, but not limited to, livestock, reptiles, domestic dogs and cats, rodents or birds. However, each Owner/Unit shall be allowed to keep no more than a total of two (2) domestic dogs, cats and other customary household pets as defined in Civil Code §1360.5(b).

**(a) Association's Right to Remove Nuisance Animals.** The Association has the right to prohibit the maintenance or presence of any animal within the Complex that (after notice and hearing in compliance with Section 12.7(d) and (e) of the Bylaws) is found to be a nuisance to and/or threat to the safety of other Owners/Residents. In particular, no aggressive and/or attack trained dogs are permitted in the Complex.

**(b) Leashes & Waste Removal.** While in the Common Area, all dogs and cats must be on a leash held (or otherwise controlled) by a responsible Person. (*See* Alameda City Ordinance No. 7-3.8 concerning leash laws). No unattended pets are allowed in the Common Area. Pet owners are responsible for the immediate removal and/or proper disposal of their pets' bodily wastes.

**(c) Service Dogs.** Service dogs are allowed in compliance with state and federal laws.

**(d) Balconies & Patios.** No pet shall be left outdoors, including in any Exclusive Use Common Area Balcony, Garage, Garbage Enclosure, Parking Space and/or Patio, overnight or while the Owner is away from his Unit.

**(d) Neutered Pets.** Every dog and/or cat residing within the Complex must be neutered.

**Section 3.7. Prohibited or Restricted Activities.** The following activities are prohibited and shall not be performed within the Complex:

(a) **Noxious & Offensive.** Activities that are noxious, unsanitary, unsightly, harmful or offensive. Unreasonable noises sounds, sights and/or odors are expressly prohibited.

(b) **Nuisances or Harassment.** Activities that are nuisances, harassment, annoy or cause unreasonable embarrassment, disturbance or annoyance to any Residents, Owners, Directors and/or Association agents, service providers and/or employees (or that, in any way, interfere with the Residents' use and enjoyment of their Units and/or the Common Area).

(c) **Impact Insurance.** Activities that will increase the rate of insurance or result in the cancellation of any of the Association's insurance policies.

(d) **Illegal Activities.** Activities that violate any law, including specifically the brandishing and/or discharging of firearms within the Complex.

(e) **Drilling Operations.** Drilling, refining, quarrying or mining operations of any kind.

(f) **Operating Machinery or Equipment.** The use of machinery or equipment of any kind, except the usual or customary machinery or equipment for the Maintenance or repair of a Unit (or appurtenant structure).

(g) **Obstruct Vehicles or Pedestrians.** Activities that obstruct the common corridors, entranceways, stairways, pedestrian walkways, or vehicular driveways or streets located within the Complex (or that interfere with the free use of those common corridors, *etc.*, except any obstruction necessary in order for the Association (or other proper Person) to make repairs.

(h) **Alter Drainage.** Activities that impede, alter or otherwise interfere with the drainage patterns or facilities within the Complex, without the prior written consent of the Board (and/or the city and all other public authorities with jurisdiction).

(i) **Attract Pests.** Activities or conditions that could induce, breed, or harbor infectious plant diseases, noxious insects, rodents, pests and/or vermin.

(j) **Alteration of Common Area.** Any excavation, Improvement or work that in any way alters any Common Area or Common Facilities by any Person other than the Association (and the Association only in strict compliance with the provisions of the Governing Documents).

### **Section 3.8. Unit Interiors & Building Interior Spaces.**

(a) **Attics & Crawl Spaces.** Alteration to any General Common Area attic air spaces and/or crawl spaces is prohibited without the prior written authorization of the Association.

(b) **Owner Improvements.** All Owner installed Improvements must comply with Article VII, below.

(c) **Window Coverings.** Unless the Owner has obtained prior written authorization from the Association, only neutral color (*e.g.*, white or beige) and standard types of drapes, blinds, curtains, shades, shutters or other window coverings are allowed. No window coverings made of paint, foil, cardboard, or other similar "temporary" materials are allowed. Owners are required to install appropriate window coverings within ninety (90) days after close of escrow.

(d) **Woodworking or Other Equipment Use.** Owners are prohibited from using hobby/shop, power and/or wood-working equipment except within each Owner's Unit or Garage. If this equipment generates noise, usage is limited to the hours between 9:00 a.m. and 8:00 p.m. No power tools or other electric items shall be operated in any Parking Space or any portion of the General Common Area without the prior written approval of the Association.



**Section 3.9. Use of Common Area.** There shall be no obstruction within any part of the Common Area, including specifically (but not limited to) the public access bicycle and walking path.

(a) **Guests & Invitees.** The Association can limit or restrict the number of guests per each Owner or Unit allowed to use the General Common Area.

(b) **Shoreline Access.** All Persons are prohibited from accessing the shoreline, including the rip-rap and other Improvements along the shoreline designed and intended to preserve that shoreline.

(c) **Storage.** Nothing shall be stored in the General or Exclusive Use Common Area without the prior written consent of the Association. No storage closet, locker and/or facility of any kind is allowed in any portion of the General Common Areas. Storage closets, lockers and/or facilities are prohibited in the Exclusive Use Common Area Balconies and Patios without the prior written approval of the Association.

(d) **View Obstruction.** Persons within the Common Area are prohibited from engaging in any conduct that would obstruct or impair the view, the visual corridors and/or the open spaces within the Complex that are protected by this Declaration and the San Francisco Bay Conservation and Development Commission. (See Section 3.4(n), above, regarding view obstruction and Section 4.7(b), below, concerning disclosure of Commission authority and jurisdiction).

(e) **Yard & Garage Sales.** If the Association holds an annual Complex-wide 'yard/garage' sale for its Members, Owners are prohibited from holding any yard or garage sales. If the Association does not hold an annual Complex-wide 'yard' sale, each Owner can hold one (1) 'yard/garage' sale per year. The Owner must limit the sale to a single weekend and limit the hours of the yard sale to no more than 9:00 a.m. to 5:00 p.m. in order to minimize the impact of the sale on the other Residents. Signs advertising the 'yard' sale are prohibited within the Complex and at the entrance to the Complex.

#### ARTICLE IV: HOMEOWNERS ASSOCIATION.

**Section 4.1. Management & Operation.** The Association shall manage and operate the Complex in accordance with applicable provisions of the Governing Documents and California Law, including the laws applicable to non-profit mutual benefit corporations and common interest developments.

**Section 4.2. Association Membership & Voting.** Every record Owner of a Unit is a Member. (See Section 4.5 of the Bylaws concerning membership). Only Members can vote. (See Sections 5.2 & 5.3 of the Bylaws).

**Section 4.3. Powers & Authority of the Association.** The Association has the responsibilities and authority as set forth in Article III of the Bylaws. (See also Sections 7.1 and 7.2 for Board powers).

**Section 4.4. Board of Directors.** The affairs of the Association shall be managed by or under the direction of the Board of Directors. (See Sections 7.1 and 7.2 for Board powers).

**Section 4.5. Enforcement.** The provisions of the Association's Governing Documents are enforceable servitudes that inure to (and bind) each Owner (and that Owner's Pets or Associated Persons).

(a) **Right to Sue.** The Association (or any Owner) may enforce the provisions of the Governing Documents (or law pertaining to the Association) as set forth in Article XII of the Bylaws.

(b) **Violations are a Nuisance.** Any Violation of the Governing Documents is a nuisance. (See Section 12.3 of the Bylaws). Every remedy against nuisance (public or private) is available for any nuisance. In addition to any other remedies that may be available, any nuisance may be abated or enjoined by the Association (or any Owner).

(c) **Costs & Attorneys' Fees.**

**(i) Enforcement Efforts.** The Association may recover from the responsible Owner/Unit (as a Special Individual Assessment) its costs and attorneys' fees that the Association incurred during its enforcement efforts (whether or not any legal proceeding, including an arbitration, is initiated). (See Section 12.11 of the Bylaws concerning attorneys' fees and costs and Section 5.4, below, concerning Special Individual Assessments).

**(ii) Litigation or Arbitration.** In the event an action (including an arbitration) to enforce the Governing Documents is brought by an Owner (or other Person with the right to enforce the Governing Documents or the Association) because of any alleged Violation (or breach or default), the court (or Arbitrator) may award attorneys' fees and costs to the prevailing party as the court (or Arbitrator) deems just and reasonable. (See Civil Code §1717 defining prevailing party. See also Civil Code §§1363.09 and 1365.2(f) addressing the award of attorneys' fees and costs for litigation pertaining to elections and Association Records requests). By way of example, attorneys' fees and costs may include fees paid to the court and experts' fees. (See Section 12.11 of the Bylaws concerning attorneys' fees and costs).

**Section 4.6. Power of Attorney.** To the extent necessary to carry out and/or enforce any of the provisions of the Association's Governing Documents, each and every Owner grants to the Association an irrevocable power-of-attorney coupled with an interest. Without limiting the generality of the foregoing, this power-of-attorney expressly includes:

- (a) Fulfill the Association's powers and duties of manage, control, Maintenance, repair, *etc.* within the Complex;
- (b) Deal with class actions or other litigations;
- (c) Enforcement and foreclosure of Liens by private power of sale as provided in Civil Code §§2920 *et seq.* and Article V, below;
- (d) Handle insurance issues pursuant to Article IX;
- (e) Deal with Complex in the event of damage, destruction or obsolescence pursuant to Article X;
- (f) Deal any condemnation issues pursuant to Article XI; and
- (g) Disposal and/or sale of the entire Complex after partition pursuant to Civil Code §1359 and/or Article XII, below.

**Section 4.7. Vicinity Notice Pursuant to Civil Code §1353.**

**(a) Notice of Airport in Vicinity.** This Complex is presently located in the vicinity of an airport, within what is known as an airport influence area. (located approximately seven (7) miles from Oakland Airport. For that reason, the Complex may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from Person to Person. You may wish to consider what airport annoyances, if any, are associated with the Complex before you complete your purchase and determine whether they are acceptable to you.

**(b) Notice of San Francisco Bay Conservation & Development Commission Jurisdiction.** This Complex is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission. Use and development of property within the commission's jurisdiction may be subject to special regulations, restrictions, and permit requirements. You may wish to investigate and determine whether they are acceptable to you and your intended use of the property before you complete your transaction.

Notwithstanding anything to the contrary that may be contained in Article VI, below, Section 3.3(f)(iii) may not be amended without the prior consent of the City of Alameda and the San Francisco Bay Conservation & Development Commission. (See Sections 3.4(n) and 3.9(c), above, concerning preservation of views and Section 15.2, below, concerning amendment).

## ARTICLE V: ASSESSMENTS.

**Section 5.1. Assessments Generally.** Assessments cannot be used for campaigning for board positions.

**(a) Covenant to Pay Assessments.** Each Owner, by acceptance of a deed or other conveyance to any Unit (whether or not it is expressed in the deed or conveyance), covenants and agrees to pay to the Association the following Assessments (together with any and all additional charges):

- (i) Regular Assessments;
- (ii) Special Assessments;
- (iii) Special Individual Assessments; and
- (iv) Emergency Assessments pursuant to Civil Code §1366(b) and Subsection (m)(ii), below.

All Assessments shall be established and collected as hereinafter provided.

**(b) Authority to Levy Assessments.** The Board has the power, duty and authority to levy Regular and Special Assessments sufficient to meet the Association's obligations under the Governing Documents and applicable law. (*See* Sections 5.2 and 5.3, below). The Board shall also have the power and authority to levy Special Individual Assessments against individual Owners. (*See* Section 5.4, below).

**(c) Reasonableness of Assessments.** Every Owner declares and agrees that each and every Assessment levied hereunder is a reasonable Assessment.

**(d) Assessment is a Continuing Lien.** All delinquent Assessments levied against a Unit/Owner, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection, are charges on that Unit (for which a separate, continuing Lien may be imposed). Any Lien for unpaid Assessments created pursuant to the provisions of this Article V is subject to foreclosure as provided in Subsection (g), below.

Any Lien created pursuant to this Article V is made to secure the payment of any Assessment levied against that Unit/Owner, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees). The Lien shall continue even if title is transferred as long as the transfer occurred after recordation of the Lien and the transfer is subject to that previously recorded Lien.

**(e) Assessment is Owner's Personal Debt.** During the time that any Person is an Owner, that Person is liable for the payment of all Assessments and charges assessed against that Owner and/or that Owner's Unit. All Assessments (together with late charges, interest, and reasonable costs, including reasonable attorneys' fees for the collection thereof) are a separate, distinct and personal debt and obligation of that Person as well as a Lien against the Owner's Unit. The Owner's personal obligation includes a right for the Association to sue to recover those amounts.

### **(f) Creation & Priority of Assessment Liens.**

**(i) Lien Creation.** Any Lien created pursuant to this Article V arises as of the date of recordation for the Association's "Notice of Delinquent Assessment" (pursuant to Civil Code §§1367, 1367.1 or comparable superseding statutes). The Notice of Delinquent Assessment must be mailed to all Owners of that Unit by certified mail within ten (10) days of recordation.

**(ii) Lien Priority.** A Lien securing Assessments under this Article V has priority, as of the date of recording over all other Liens and encumbrances applicable to that Unit. Except, however, **(A)** all taxes, bonds, Assessments and other levies that, by law, would be superior thereto, and **(B)** the Lien or charge of

any First Mortgage of Record made in good faith and for value, are superior to the Association's previously recorded Lien as to those amounts that were due and payable to the Association prior to any transfer of title resulting from that priority Lien.

**(g) Transfer of Unit by Sale or Foreclosure.** The following provisions govern the Association's rights to enforce its Assessment collection remedies following the sale or foreclosure of a Unit.

**(i) Foreclosure of Senior Lien Extinguishes Association's Lien.** The Association's Assessment Lien shall be extinguished as to all sums (*e.g.*, Assessments, late charges, interest, and costs of collection) levied and due before the sale or transfer of a Unit under a foreclosure or exercise of a power of sale by the holder of a prior encumbrance (but not under a deed-in-lieu of foreclosure). A "prior encumbrance" means: **(A)** any Lien recorded before the Association's Notice of Delinquent Assessment/Lien or **(B)** any First Mortgage.

**(ii) Prior Owner's Liability for Assessments.** After an Owner transfers (of record) any Unit, that Person is not be liable for any Assessments levied after the transfer of that Unit. (*See* Section 4.4 of the Bylaws). Any unpaid Assessment of a previous Owner shall remain the debt of that previous Owner. The previous Owner remains personally liable. (*See* Subsection (e), above). An Owner selling a Unit by contract sales agreement remains liable for all Assessments and charges until a grant deed for the sale is recorded in the Office of the County Recorder of Alameda County.

**(iii) Ownership Taken Subject to Future Assessments.** Any Owner/grantee (who acquires title to a Unit) is personally liable for Assessments that become due and payable on or after the date title changes. (*See* Section 4.3 of the Bylaws). The new Owner/grantee is not personally liable for any delinquent Assessments of the prior Owner unless the new Owner expressly assumes the personal liability. No sale or transfer of a Unit shall impact the Association's right to maintain an action against the prior Owner. (*See* Subsection (ii), above).

**(h) No Offset of Assessment Obligation.** All Assessments levied are payable in the full amount specified, including any additional charges imposed, as provided in the Governing Documents. No offsets against any Assessment shall be permitted for any reason, including, without limitation, a claim that the Association is not (or has not) properly exercising its duties, obligations and powers. No Owner can avoid the obligation (and personal liability) to pay Assessments by any act or omission, including non-use of the Common Area and/or abandonment of the Owner's Unit.

**(i) Assignment of Rents.** The Association holds an assignment of rents for each Unit. (*See* Section 2.8, above).

**(j) Waiver of Homestead or Other Exemptions.** To the extent permitted by law, each Owner, waives the benefit of any homestead exemption under California or federal law for any Association Lien.

**(k) Disputes Concerning Assessments & Right to Hearing.** Upon receipt of a request by an Owner, the Board shall meet with that requesting Owner regarding the Owner's payment of delinquent Assessments in compliance with and as specified in Civil Code §§1363.05, 1367 and 1367.1.

**(l) Exempt Portions of the Complex.** Unless used as a residential dwelling, the following real property is exempt from the levy and payment of Assessments (and any Association Lien):

- (i)** Any portion of the Complex dedicated and accepted by a local governmental entity;
- (ii)** The Common Area and Common Facilities; and
- (iii)** Any Unit owned by the Association.

**(m) Approval by the Members.**

**(i) Membership Approval.** In the event that Member approval is required for any increase or imposition of Assessments, Member approval must be solicited by Mailed Ballot. (*See* Civil Code §1363.03, Corporations Code §7513 and Sections 5.4 and 5.5 of the Bylaws for Mailed Ballot process). When Member approval is required, at least a majority of a quorum of the Members must approve any Assessment vote. (*See* Section 5.6(a)(1) of the Bylaws for quorum requirements and Sections 5.2(d) and 5.3(b), below for Member approval of Assessments).

**(ii) Assessments to Address an Emergency.** Member approval as set forth in Subsection (i), above, does not apply to an increase in the Regular Assessments (or the imposition of a Special Assessment) necessary to address emergency situations. For purposes of this Subsection (ii), an emergency situation is any of the following:

**(A)** An extraordinary expense required by an order of a court.

**(B)** An extraordinary expense necessary to repair or maintain any part of the Complex that the Association is obligated to maintain where a threat to personal safety exists.

**(C)** An extraordinary expense necessary to repair or maintain any part of the Complex that the Association is obligated to maintain where the Board could not have reasonably foreseen the need for that repair/expense while preparing and distributing the Association’s budget. Before imposing an Emergency Assessment under this Subsection (C), the Board must pass a resolution containing written findings of the need for the Emergency Assessment and why the expense could not have been reasonably foreseen. A copy of the Board resolution must be distributed to the Members with the notice of Assessment.

**(n) Payment of Taxes.** In the event that taxes are assessed against the Common Area (or the Association’s personal property), the Association must pay the tax and levy Assessments sufficient to pay those taxes.

## **Section 5.2. Regular Assessments.**

**(a) Purpose of Regular Assessments.** All Regular Assessments shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners and Residents of the Complex and the Maintenance, operation, preservation and improvement of the Complex.

**(b) Allocation of Regular Assessment.** The Total Aggregate Regular Assessment (determined in accordance with Subsections (c) and (d), below) shall be divided (and then allocated among, assessed against, and charged to) the Owners and those Owners’ respective Units as follows.

**(i)** Budget line items for the cost of: **(A)** Insurance; **(B)** Painting and Maintenance of Building Exteriors; and **(C)** Repair and/or replacement of Building Roofs shall be proportionally allocated among the Units based upon the following percentages:

Type A	0.009422 percent
Type B	0.014405 percent
Type C	0.015127 percent
Type D	0.015191 percent
Type E	0.009279 percent

(*See* Exhibit “A” for a complete listing of each Unit’s pro rata or proportional allocation).

**(ii)** All other budget line items shall be divided and then equally allocated among, assessed against, and charged to each Owner/Unit.

**(c) Preparation & Distribution of Budget & Regular Assessment Amount.** In accord with the timing provisions of Civil Code §1365 (or comparable superseding statute), each year the Board must estimate the total amount required to fund the Association's anticipated Common Expenses for the next fiscal

year (including contributions to reserve funds). Based upon that estimate, each year the Board must prepare and then distribute to all Members a budget satisfying the requirements of Civil Code §1365 and Section 13.2 of the Bylaws.

**(i) Total Aggregate Regular Assessment.** Subject to the limitations set forth in Subsection (d), below, the total annual expenses estimated in the Association's budget (less projected income from other sources) shall become the Total Aggregate Regular Assessment for the next fiscal year.

**(ii) Failure to Budget.** If the Association fails to timely distribute a budget for any year, the Total Aggregate Regular Assessment for the prior fiscal year will be the Total Aggregate Regular Assessment for the year where the budget was not distributed on time. Owners are obligated to pay Regular Assessments even if the budget is not distributed on time.

**(d) Limits on Board's Authority.** Section 5.1(m)(i), above, sets forth the Member Approval requirements for this Subsection (d).

**(i)** Except as provided in Section 5.1(m)(ii), above, the Board may not impose a Total Aggregate Regular Assessment that is more than twenty percent (20%) greater than the Total Aggregate Regular Assessment for the immediately preceding fiscal year without a vote of the Members.

**(ii)** Member approval (pursuant to Section 5.1(m)(i), above), is required for any increase in the Total Aggregate Regular Assessment during a fiscal year where a budget was not distributed on time.

**(e) Assessment Due Dates & Installments.** The Regular Assessment levied against each Owner/Unit for any fiscal year shall be divided into twelve (12) equal monthly installments. Each monthly installment is due and payable on the first day of each month (or in such other manner as may be established by the Board). (*See* Section 5.5, below, discussing delinquency and the Association's collection rights).

**(f) Annual Notice and/or Notice of Increase.** The Board must mail to each Owner a statement of the amount of the Regular Assessment (including notice of any increase) for the next succeeding fiscal year at least thirty (30) days and no more than sixty (60) days prior to the beginning of the next fiscal year. (*See* Section 14.1, below for notice requirements).

### **Section 5.3. Special Assessments.**

**(a) Purposes for Special Assessments.** The Board has the authority to levy Special Assessments against Owners/Units for the following purposes:

**(i) Regular Assessment Insufficient.** If, at any time, the Regular Assessment for any fiscal year is insufficient due to expenses not contemplated in the budget, the Association may levy and collect a Special Assessment for the purpose of defraying, in whole or in part, any deficit the Association incurred.

The power to impose Special Assessments does not diminish the obligation to fund normal Maintenance and repair through Regular Assessments and to maintain adequate insurance in accordance with Article IX, below.

**(ii) Capital Improvements.** Pursuant to Section 6.5, below, the Board may levy Special Assessments for the construction, installation and/or acquisition of Capital Improvements. (*See* Section 1.22, below, defining Capital Improvements).

**(b) Limits on Board's Authority.** Except as provided in Section 5.1(m)(ii), above, the Board may not impose one (1) or more Special Assessments that totals more than five percent (5%) of the budgeted gross expenses for the Association for that fiscal year without a Member vote. (*See* Section 5.1(m)(i) for Member approval).

**(c) Allocation & Payment of Special Assessments.** Each total aggregate Special Assessment shall be

divided among, assessed against and charged to the Owners/Units in the same manner set forth in Section 5.2(b), above. Notice of any Special Assessment must be mailed to each Member.

**(d) Assessment Due Dates & Installments.** Unless the time for payment is extended by the Board, payment of any Special Assessment is due thirty (30) days after the Board gives the Members written notice of the Special Assessment. (*See* Section 14.1, below for notice requirements).

In its discretion, the Board may prorate the amount of any Special Assessment over a period of months. If prorated, the monthly prorated amount of any Special Assessment is due and payable from each Owner at the same time as the Regular Assessment is due. In addition, the Board may adopt an Installment Plan pursuant to Section 5.6, below, if the Association is facing a large Special Assessment.

**(e) Surplus Funds.** If the proceeds of any Special Assessment exceeds the amount required to accomplish the purpose for which the Assessment was levied, the surplus may, in the Board's discretion, be allocated among the Association's reserve accounts.

#### **Section 5.4. Special Individual Assessments.**

**(a) Circumstances.** The Board may impose Special Individual Assessments against an Owner/Unit in any of the circumstances described in Subsections (i) through (vi), below (or as otherwise provided in the Governing Documents). Before imposing any Assessment pursuant to this Section 5.4, the Association must comply with the notice and hearing provisions of Section 12.7(d) & (e) of the Bylaws (and, if appropriate, give the Owner a reasonable opportunity to comply). (*See* Section 6.2(b), below). The acts and circumstances giving rise to liability for Special Individual Assessments include the following:

**(i) Maintenance on Units.** If, pursuant to (and in compliance with) Sections 2.6(c)(ii) and 6.2(b) herein, the Association incurs (or will incur) any costs for Maintenance (and/or investigation of damage) of a Unit or Exclusive Use Common Area that is part of the Owner's Maintenance obligations under Section 6.1, below, the Association has the right to impose a Special Individual Assessment against the Owner/Unit to recover all of those costs.

**(ii) Impact on Association's Insurance.** If, as set forth in Sections 3.1(b), 3.3(e), 3.7(c), above, and 9.3(a)(i), below, the Association's premiums are increased, coverage is decreased and/or claim is denied or decreased as a result of an Owner's acts, omissions or Violation of the Governing Documents, the Association has the right to impose a Special Individual Assessment against the Owner/Unit to recover all of those amounts.

**(iii) Costs Associated with Installment Plans.** If, pursuant to Section 5.6, an Owner elects to participate in an Installment Plan adopted by the Board, the Association has the right to impose a monthly Special Individual Assessment against the Owner/Unit to recover that Owner's share of all of those amounts, including interest costs and/or administration costs incurred by the Association as a result of the Installment Plan.

**(iv) Damage to Complex.** If, pursuant to Sections 2.6(c)(ii), 2.6(d), 2.6(e), 6.1(d), 6.2(a) and 10.4(a), any portion of the Complex is damaged due to an Owner (or that Owner's Pets or Associated Persons), the Association has the right to impose a Special Individual Assessment against the Owner/Unit to recover all of those costs the Association has (or will) incur costs in deterring, apprehending and/or identifying the Person(s) causing damage and/or making repairs as a result. (*See* Section 2.4 defining the term Owner's Pets or Associated Persons; Section 2.6(e) concerning an Owner's liability for damages caused by that Owner's Pets or Associated Persons; and Section 2.6(d) concerning the right to recover from an Owner for any additional or increased costs of repair and/or damages).

**(v) Member Compliance.** If, pursuant to (and in compliance with) Section 4.5, above, and Article XII of the Bylaws, the Association incurs any costs to: **(A)** cure a Violation, or **(B)** obtain an Owner (or

Unit's) compliance with the Governing Documents, the Association has the right to impose a Special Individual Assessment against the Owner/Unit to recover all of those amounts, including (but not limited to) fines and penalties duly imposed hereunder, title company fees, accounting fees, court costs and reasonable attorneys' fees.

As long as Civil Code §§1367(c) or 1367.1(e) (or comparable superseding statutes) places restrictions upon the Association's foreclosure powers, any Lien based upon one (1) or more Special Individual Assessment for fines or penalties can only be enforceable by the sale of the Unit pursuant to judicial foreclosure. All other Liens under this Subsection (v) can be enforceable by nonjudicial foreclosure as allowed by Civil Code §§1367, 1367.1, 2924, 2924b and/or 2924c (or comparable superseding statutes).

**(vi) Toxic Materials.** If the Association incurs any costs as a result of toxic materials released by an Owner/Unit, resulting remediation and/or abatement efforts, the Association has the right to impose a Special Individual Assessment against the Owner/Unit to recover all of those costs, including (but not limited to) any administrative fines and/or penalties that are imposed due to the toxic materials release, including meth remediation.

**(b) Levy & Payment of Special Individual Assessment.** Once a Special Individual Assessment has been levied against an Owner, the Association will mail notice of the Special Individual Assessment to that Owner. The Special Individual Assessment is due as a separate debt of the Owner/Unit payable in full to the Association within thirty (30) days after the mailing of notice of the Assessment.

#### **Section 5.5. Collection & Enforcement.**

**(a) Delinquent Assessments.** If any payment of any Assessment (installment or lump sum) is not actually received by the Association within fifteen (15) days after the same becomes due, the Assessment is delinquent. Regular Assessments and Special Assessments are delinquent if not received by the fifteenth (15th) day of the month (if on the weekend or holiday, then on the next business day thereafter). Special Individual Assessments are delinquent if not received by the forty-fifth (45th) day after notice of the Assessment is mailed.

**(b) Interest Charges.** Beginning thirty (30) days after the due date (and continuing until paid), any delinquent Assessment shall bear interest at the maximum rate allowed by law. California Civil Code currently allows 12% simple interest as the maximum rate.

**(c) Late Charges.** The Association may also charge late charges on any delinquent Assessment pursuant to the Association's schedule of late charges. (See Civil Code §§1366(c) and 1366.1 for authority and limits for late charges).

**(d) Partial Payments.** Subject to the limitations imposed by Civil Code §1367(a) or 1367.1(b) (or comparable superseding statute), any partial payments the Association receives and accepts will be applied as specified in the Association's Delinquent Assessment Collection Policy and/or Association Rules.

**(e) Notice of Satisfaction.** Upon the Association's receipt of full payment, the Association shall cause to be recorded in the Office of the County Recorder of the County of Alameda, State of California, a Notice of Satisfaction and Release of Lien.

**(f) Remedies for Collection of Assessments.** In the event of default in payment of any Assessment, the Association may commence any procedure for collection. In addition to any other remedies herein or provided by law, the Association may enforce each non-payment as follows: The Association may initiate a legal action against any Owner personally obligated to pay the delinquent Assessment (including a small claims action), foreclose its Lien against the Owner's Unit or accept a deed in lieu of foreclosure.

Foreclosure by the Association of its Lien may be by judicial foreclosure or by nonjudicial foreclosure. However, as long as Civil Code §1367.4 (or comparable superseding statute) remains in force, foreclosure



is only available to the Association if the debt is in excess of eighteen hundred dollars (\$1,800.00) or is over twelve (12) months delinquent. For debts smaller than eighteen hundred dollars (\$1,800.00) or less than twelve (12) months delinquent, the Association may sue in small claims court.

Nonjudicial foreclosure is subject to a right of redemption for a ninety (90) day period after the trustee's sale. (*See* Civil Code §1367.4(c)(4) and Code of Civil Procedure §729.035.)

**(g) Decision to Lien.** A majority of the Board must vote to record a Lien and memorialize that decision in the Board meeting minutes before recording any Association Lien.

**(h) Meet & Confer Rights.** Every Owner has the right to request a “meet & confer” with the Association in accordance with Civil Code §1363.810 *et seq.*, and Civil Code §1367.1 for any Assessment dispute. The Association must meet with any Owner that requests a “meet & confer”. The Owner has the right to select the form of ADR for any Assessment dispute with the Association.

**(i) Association's Duty to Offer “Meet & Confer”.** Prior to recordation of a Lien, the Association must offer the delinquent Owner dispute resolution pursuant to the Association's “meet & confer” program. (*See* Civil Code §1363.810 *et seq.*) Prior to starting a foreclosure, the Association must offer the delinquent Owner ADR or dispute resolution pursuant to the Association's “meet & confer” program. (*See* Civil Code §§1363.810 *et seq.* and 1369.510.).

The delinquent Owner has the right to select the form of ADR. However, binding arbitration is not available where the Association intends to use judicial foreclosure.

**Section 5.6. Installment Plans for Large Special Assessments.** The Board may authorize the use of Installment Plans pursuant to this Section 5.6 for payment of large Special Assessments. Use of Installment Plans is expressly authorized in order to meet the varying needs of the Owners, and to allow Owners flexibility in the payment of large Special Assessments while fairly allocating the costs associated with Installment Plans so that the Association is reimbursed for those costs by those Owners enjoying the benefits.

**(a) Timing.** The Board may authorize use of Installment Plans at the time of (or prior to) the imposition of the Special Assessment.

**(b) Eligibility.** Once authorized, any Member in Good Standing has the right to participate in the approved Installment Plan. (*See* Sections 1.2(d) and 5.3 of the Bylaws defining Member in Good Standing).

**(c) Calculation of Special Assessment Amount.** The amount as calculated pursuant to Section 5.3, above, is an Owner's share of the Special Assessment for purposes of this Section 5.6 and the calculations herein.

**(d) Responsibility for Payment of Special Individual Assessments for Costs.**

**(i) Total Lump Payment.** Those Owners who do not participate in the Installment Plan shall not be charged with (or assessed for ) any Special Individual Assessments to recoup the Association's costs for administering the Installment Plan.

**(ii) Installment Plan.** Each Owner who elect to participate in the Installment Plan shall be charged with (and assessed) a Special Individual Assessment each month of the Installment Plan. The Special Individual Assessments shall reimburse the Association for that Owner's share of the interest cost, administration costs and/or other costs incurred by the Association as a result of the Installment Plan. (*See* Section 5.4(a)(iii), above, and Civil Code §§1367(b) and 1367.1(d) providing authority for recovery of the Association's costs through imposition of Special Individual Assessments).

**(e) Calculation of the Monthly Special Individual Assessments.**

**(i) Interest Calculation.** In order to reimburse the Association for the Association's interest costs, each Owner participating in the Installment Plan shall incur interest charges as follows: The remaining unpaid balance of that Owner's Special Assessment shall incur interest charges at the higher of the following two (2) interest rates: **(A)** the interest rate the Association is paying on its loan or line of credit; or **(B)** the interest rate that the Association is currently receiving on its Reserve Funds. (*See* Subsection (c), above, for calculation method.)

**(ii) Administration Costs.** In order to reimburse the Association for administration costs charged to and/or incurred by the Association, each Owner participating in the Installment Plan shall be charged with that Owner's share of any and all administration charges associated with the Installment Plan, including, but not limited to those charges imposed by the vendor providing billing and other financial services to the Association for the Installment Plan.

**(iii) Estimate of Amount.** Prior to commencement of any Installment Plan, the vendor(s) administering the Installment Plan must provide the Association (and Owners) with an estimate of: **(A)** the anticipated applicable interest rate; and **(B)** the estimated administration charges, if any, so that the Owners will have information to assist in deciding whether to participate in the Installment Plan.

**(iv) Payment.** Each Owner's monthly Special Individual Assessment shall be due and payable at the same time as that Owner's monthly installment of the Installment Plan Special Assessment.

**(f) Voluntary Election to Participate.** Owners must voluntarily elect to participate in the Installment Plan. The Association and the Owners participating in the Installment Plan can substitute a signed, executed Installment Plan Agreement in lieu of complying with the Notice and Hearing requirements for imposition of Special Individual Assessments. (*See* Section 12.7 of the Bylaws).

## ARTICLE VI: MAINTENANCE RESPONSIBILITIES.

The Complex shall be maintained in an attractive, safe, and sanitary condition and in a good state of repair. *See* Exhibit "B", Matrix of Maintenance Responsibilities. Any conflict between the Maintenance allocations set forth in this Article VI and the matrix shall be control by this Article VI.

### Section 6.1. Owner Maintenance Responsibilities.

**(a) Unit Areas.** Each Owner is responsible, at the Owner's sole cost and expense, for the Maintenance, repair, replacement and/or restoration of the Unit (Section 1.34, above) including the following:

**(i) Appliances & Furnishings.** All appliances, including water supply lines to/from the appliance and power lines, furnishings and equipment located in Owner's Unit.

**(ii) Attic & Crawl-space Areas.** All portions of that Owner's Attic and crawl-spaces, including, without limitation, the interior walls, ceilings, floors and doors in a clean, sanitary and attractive condition, including painted surfaces and/or flooring materials, if any.

**(iii) Doors, Locks & Frames for Windows & Doors.** The repair, Maintenance and/or replacement of: **(A)** all door and window frames (window frames include the gasket and/or seal between the glass and the frame); **(B)** all locks, keys and/or hardware. The painting of all portions of any of the following that are located within the interior of the Unit: **(C)** doors; **(D)** door frames; and **(E)** window frames.

**(iv) Dryer Vents.** The cleaning and Maintenance of dryer vents (in compliance with industry standards and recommendations).

**(v) Exterior Light Fixtures & Power Receptacles.** All light fixtures operated by a switch within

the Unit and electric power receptacles located on the exterior or interior of the Unit and providing service to that Unit and/or Exclusive Use Common Area.

**(vi) Exterior Hose Bibs.** All hose bibs and faucets located on the exterior of the Unit and providing water service to that Unit and/or appurtenant Exclusive Use Common Area(s).

**(vii) Fireplaces & Chimneys.** The cleaning, Maintenance (in compliance with industry standards and recommendations) and repair of fireplace(s), including but not limited to the firebox, flue, spark arrestor, chimney cap and/or other parts of the fireplace.

**(viii) Garage Doors & Door Openers.** The repair and/or replacement of damaged or lost automatic Garage door transmitters (*i.e.*, remotes) and the mechanical and/or electrical equipment and/or hardware installed in a Garage and used for opening and closing Garage doors. The repair and/or replacement of the vehicle door for the Garage.

**(ix) Glass & Screens.** The repair and/or replacement of all glass windows, glass doors, if any, and window screens. Maintenance includes cleaning of all glass surfaces unless the Association contracts for exterior window washing service. The Maintenance obligation also includes the duty to promptly repair and replace all cracked and/or broken glass and/or damaged, lost or broken window screens.

**(x) Heating & Air Conditioning.** The repair and/or replacement of any and all parts of any heating and/or air conditioning system servicing the Owner's Unit, including the condenser/compressor, pumps, conduits and registers situated adjacent to the Owner's Unit and any pipe or electrical conduit or wiring passing through the Common Area. (*See* Section 1.9, above, defining Common Area).

**(xi) Interior Surfaces.** The repair and/or replacement of all portions of Owner's Unit, including, without limitation, the surfaces and/or finishes of walls, ceilings, floors and doors, including flooring materials and painted surfaces, in a clean, sanitary and attractive condition. Floors also include subflooring. Walls and ceilings including the drywall and insulation.

**(xii) Mailbox Locks & Keys.** The repair and/or replacement of damaged or lost mailbox locks and/or mailbox keys.

**(xiii) Owner Installations.** The repair and/or replacement of any Owner installed modifications to a Unit and/or Exclusive Use Common Area, including items such as decking materials, landscaping, satellite dishes and/or solar equipment.

**(xiv) Personal Property, Mold Remediation, Abatement or Water Damage.** The repair, replacement or restoration of personal property in the Complex, including personal property of any occupant, Resident or Owner of any Unit, that is due to (and/or results from) water infiltration and/or water leaks from any source, unless caused by the gross negligence of the Association (its Board, Directors, officers, manager and/or employee) shall be borne by the owner of said personal property. Individuals bound by this Declaration agree: **(A)** to bear the risk of any such loss; and **(B)** that the Association is not liable to reimburse that Person for property damage. Owners are, however, entitled to recover funds remitted by the Association's insurance company due to a covered claim. Each Owner further agrees to bear the risk/cost for: **(A)** repair any portion of that Owner's Unit (or Exclusive Use Common Area); **(B)** mold remediation; and/or **(C)** toxic materials remediation for that Owner's Unit and any Building materials that form the boundary of that Unit/Exclusive Use Common Area due to water damage, Owner's use of toxic materials or Owner remodeling.

**(xv) Skylights.** The cleaning, Maintenance, repair and/or replacement of any Skylight installed in any Unit.

**(xvi) Utilities.** The repair and/or replacement of utilities, fixtures and other services that provide service to the Owner's Unit, including (but not limited to) **(A)** the plumbing (fresh water and sewer), **(B)**

plumbing fixtures, (C) the shower diverter valve, (D) “y” risers, (E) electrical plugs and/or fixtures, (F) telephone lines, (G) television cables (if any), (H) other utilities, and/or (I) lights. In addition, Owners are also responsible for the Maintenance, repair, replacement and restoration of wiring, conduits, ducts, pipes and service lines from the point where the Unit’s utilities connect with the main utility services (*e.g.*, main boxes, the risers that connect a Unit’s service to the utility mains and distribution connections).

(xvii) **Water Heater.** The repair and/or replacement of the hot water heater servicing that Owner’s Unit.

(b) **Obligation to Keep Exclusive Use Common Areas Clean.** Each Owner is responsible for keeping all Exclusive Use Common Areas to which the Owner has an easement as set forth in Section 2.3, above, including but not limited to Balconies, Garages, Garbage Enclosures, mailboxes, Parking Spaces and Patios in a clean, sanitary and attractive condition. This obligation specifically includes the duty to promptly repair and/or replace all damaged furnishings, Improvements, landscaping and/or plants (and to sweep and remove cobwebs, rubbish, litter and/or weeds).

(c) **Pest Eradication.** As necessary, each Owner shall be responsible for the treatment, control and/or eradication of any pests and/or vermin (including, but not limited to, rodents, ants, termites and/or other insects) in that Owner’s Unit, the Common Area Building components that surround that Unit and/or Exclusive Use Common Area. (*See also* Section 6.2(c), below).

(d) **Damage to Other Portions of the Complex.** Each Owner is responsible for the repair, replacement and/or restoration of any damaged portions of the Complex that are due to or caused by the willful or negligent act or omission of an Owner (or that Owner’s Pets or Associated Persons). (*See* Sections 2.4, 2.6(c)(ii), 2.6(d), 2.6(e), 5.4(a)(iv), above, and 6.2(a), below).

(i) **Recovery of Association’s Costs.** The Association has the right to impose a Special Individual Assessment in accordance with Section 5.4, above. (*See* Section 12.7 of the Bylaws for notice and hearing requirements).

(ii) **Damage Due to Delays.** Each Owner’s obligations under this Subsection (d) includes any and all additional costs of repair and/or damage resulting from a delay or failure to promptly report water leaks, water and/or other damage as specified in Section 2.6(d), above.

(e) **Housing Costs.** Each Owner/Resident is solely responsible for food and housing during any period the Unit must be vacated for maintenance, repairs and/or pest control, *etc.*

## **Section 6.2. Association’s Responsibilities.**

(a) **Duty to Maintain Common Area.** The Association is responsible for any and all Maintenance, repair and replacement of the Common Area (and any Improvements thereon) except where Maintenance is clearly the responsibility of an Owner. (*See* Section 6.1, above).

(i) **Right of Recovery.** If Maintenance, repairs, replacement, painting and/or restoration of any part of the Complex are due to an act or omission of an Owner (or that Owner’s Pets or Associated Persons) the Association has a right of recovery. (*See* Sections 2.4, 2.6(c)(ii), 2.6(d), 2.6(e), 5.4(a)(iv) and 6.1(d), above).

(ii) **Dryrot and Pest Damage Discovered During Escrow.** If at the time that an Owner’s Unit is being sold, the Unit is inspected and structural damage (*i.e.*, dryrot, termite and/or other pest damage) is found which is not a life safety issue, the Association’s duty is limited to providing confirmation that it will perform the work in the course of its regular Maintenance schedule. The Association has no duty or obligation to perform non-life safety repairs prior to the close of escrow.

(b) **Right of Entry & Repair.** The Association has a right of entry to make repairs. (*See* Section

2.6(c), above). In the event that an Owner fails to perform Maintenance functions for which that Owner is responsible, the Association may give written notice to the offending Owner with a request to correct the failure within thirty (30) days. If the Owner refuses (or fails) to perform any necessary repair or Maintenance within the allotted time, the Association may exercise its rights under Sections 2.6(c) and 5.4(a), above to: (i) enter the Owner's Unit or Exclusive Use Common Area; (ii) perform the repair or Maintenance; and (iii) charge the Owner a Special Individual Assessment for those costs. (See Section 12.7 of the Bylaws for notice and hearing requirements).

**(c) Pest Eradication.** Unless the Board, in its discretion, determines that a pest and/or vermin problem impacts all (or a large portion of) the Complex, the treatment, control and/or eradication of any pests and/or vermin (including, but not limited to, rodents, ants, termites and/or other insects) is the responsibility of each Owner as set forth in Section 6.1(c), above.

**(d) Excluded Maintenance.** Notwithstanding Subsection (a), above, the Maintenance obligation of the Association does not include:

**(i)** the duty to maintain, repair, or replace Unit interiors, Unit furnishings, Unit and/or utility installations, appliances and/or fixtures that service a single Unit.

**(ii)** the duty to pay the utility cost for Units and/or for operation of any heaters or air conditioners, except to the extent that the heaters or air conditioners service the General Common Areas.

**(iii)** the duty to repair or replace any portion of the Complex whose damage was due to or caused by the willful or negligent act/omission of an Owner (or Owner's Pets or Associated Persons). (See Sections 6.1(d) and 6.2(a), above).

**(iv)** the duty to repair, replace or restore separately owned property in the Complex, including personal property of any occupant, Resident or Owner, that is due to and/or results from water infiltration and/or water leaks from any source unless caused by the gross negligence of the Association (its Board, officers, manager and/or employee). Individuals bound by this Declaration agree to bear the risk of any such loss and that the Association shall not be liable to reimburse them for property damage that is not covered by the Association's insurance and/or any applicable insurance deductible.

**(v)** the duty to repair, replace, or restore public or quasi-public utility installations that are owned or operated by utility districts, sanitary service providers, energy providers, telephone service providers, cable and/or satellite service providers, their successors and assigns, or any other public or quasi-public utility or similar entity that customarily repairs, replaces, or restores such installations.

The Maintenance, repair, and replacement described in (i) through (iv) above is the responsibility of the Owner of that Unit and/or the responsible Owner.

**Section 6.3. Cooperative Maintenance Obligations.** To the extent necessary or desirable to accomplish Maintenance, each Owner, Resident and the Association shall cooperate.

**Section 6.4. Investigation.** If it is unclear as to whether maintenance, repair and/or replacement work is within the Association's maintenance obligation under Section 6.2, above, or is within an individual Owner's maintenance obligation under Section 6.1, above, the Association has the right to investigate the source of the damage. If after conducting the investigation, it is determined that the maintenance, repair and/or replacement work is part of an individual Owner's obligation under Section 6.2, above, the Association has the right to recover its investigation costs (and any subsequent maintenance, repair and/or replacement costs) from that individual Owner as a Special Individual Assessment under Section 5.4, above.

**Section 6.5. Capital Improvements.**

**(a) Association Approval.** If the Board determines that it would be in the best interests of the Association, the Board can ask the Members to approve a Special Assessment to fund a Capital Improvement.

(See Section 5.3, above). If the aggregate expenditures for the proposed Capital Improvements exceed five percent (5%) of the budgeted gross expenses of the Association for the fiscal year, the Members must also approve the proposed Capital Improvement. (See Section 1.22, above, defining Capital Improvement and Sections 5.6(a)(i) and 5.7 of the Bylaws for quorum and vote requirements). Upon approval by the Owners, a Special Assessment for Capital Improvement shall be levied as provided in Section 5.3, above.

**(b) Bids.** Once approved by the Association, the Board must obtain bids for the cost of constructing, installing, or acquiring the proposed Capital Improvement(s). The lowest bid that is also acceptable shall be deemed the estimated total cost of the Capital Improvement(s) and the total amount of the Special Assessment for Capital Improvement(s).

**(c) Construction.** After the levy of a Special Assessment for Capital Improvement(s), and at such time and upon such terms and conditions as the Association may deem appropriate, the Association shall construct, install, or acquire, or contract for the construction, installation or acquisition of the proposed Capital Improvement(s).

## ARTICLE VII: EASEMENTS & RESERVATIONS.

**Section 7.1. Nonexclusive Easements to the Common Area.** For this Section 7.1, the term Owner includes the Owner's Family, Tenant(s), Resident contract purchaser(s) and/or guest(s) of an Owner. Every Owner has a nonexclusive right and easement of enjoyment in and to the Common Areas, including ingress and egress to and from the Owner's Unit. This nonexclusive easement is appurtenant to (and passes with the title to) every Unit.

**(a) Limitations on Nonexclusive Easements.** An Owner's nonexclusive easement to the Common Area is subject to the following limitations:

**(i)** The Association's right to adopt Association Rules as provided in Section 7.1(a)(ii)(J) of the Bylaws and to suspend an Owner's (and that Owner's Family, Tenants and/or guests) right to use the Common Area and Common Facilities. The Association's right to suspend use is subject to the due process requirements of Section 12.7 of the Bylaws.

**(ii)** The right of the Association to borrow money as provided by Section 7.1(a)(ii)(G) of the Bylaws.

**(iii)** The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility or quasi-public utility subject to such conditions as may be agreed to by the Owners. (See Section 7.1(a)(ii)(F) of the Bylaws). No dedication shall be permitted that impairs the ingress and egress to any Unit or the Complex in general.

**(iv)** The right of the Association to grant easements that benefit the Complex and Association Members or are approved by the Members. (See Sections 7.1(a)(ii)(F) and 7.2(a)(v) of the Bylaws).

**(v)** The Owners' non-exclusive easements are subordinate to and shall not interfere with the grants of any exclusive easements.

**(vi)** The right of each Owner to the full use and enjoyment of any mechanical, utility or electrical service connections for that Owner's Unit. (See Section 7.4, below).

**(vii)** The right of the Association to charge reasonable admission, use and/or other fees for the use of the Common Area (or any portion thereof).

**(b) Waiver of Right to Sever.** No Owner, or other Person, may (by conveyance, transfer or any other action, including an action at law for partition) sever any Unit (or Units) from the Common Area or from the Association except as provided in Article XII, below. Each Owner, by acceptance of a deed to the Owner's

Unit expressly waives all rights to severance except as allowed in Article XII, below.

**Section 7.2. Exclusive Easements for Exclusive Use Common Areas.** The portions of the Common Area, referred to as Exclusive Use Common Area, are subject (as servient tenements) to exclusive easements in favor of the adjacent and appurtenant Units/dominant tenements. These exclusive easements are to be used and enjoyed exclusively by the Owner of that Unit (and not by others, except by the Owner's invitation). The exclusive easements appurtenant to one (1) Unit shall not unreasonably interfere with exclusive easements appurtenant to any other Unit.

Except as provided in Sections 2.6(c) and 2.7(a), below, no Person may prevent access by an Owner to an Exclusive Use Common Area appurtenant to that Owner's Unit.

**Section 7.3. Encroachment Easements.** If any portion of the Common Area encroaches on any Unit (or if any portion of a Unit encroaches on the Common Area or another Unit), a valid easement exists for that encroachment and for the Maintenance of it as long as the encroachment exists. All Units and the Common Area are subject to this easement. If the dimensions or location of a Unit, Exclusive Use Common Area Balcony, Garage, Garbage Enclosure, mailbox, Parking Space, Patio or other Improvement differs from that shown and depicted on the Map, the actual dimensions and location shall prevail over that shown and depicted on the Map for any and all purposes.

If, however, the encroachment occurs as a result of the conduct of any Owner (other than the Developer), there is no valid easement for that encroachment and the encroachment must be removed by the responsible Owner (or the Owner's successor).

In interpreting deeds, the Map, plans and/or this Declaration, the existing physical boundaries of the Unit (or of a Unit reconstructed in substantial accordance with the original plans) shall be conclusively presumed to be that Unit's boundaries, rather than the metes and bounds (or other description) expressed in the deeds, the Map or this Declaration.

**Section 7.4. Blanket Utility Easement.** A blanket easement exists upon, across, over and under all of the Complex for ingress, egress, installation, replacing, repairing, operating and maintaining all utilities, including but not limited to water, sewers, storm water drains and pipes, water systems, sprinkling systems, heating and gas lines or pipes, gas, telephones, drainage and electricity and the master television antenna or cable television system if any, and similar public or quasi-public Improvements or facilities. The Owner of each Unit served by a sanitary sewer, water, gas, electric, telephone, television line or connection, heating or air conditioning conduit, duct, flue, or system, or similar utility/service connection shall be entitled to the full use and enjoyment of such portions of said connections as service Owners' Unit.

By virtue of this easement, it is expressly permissible for utility service providers to erect and maintain the necessary equipment and underground facilities on the Common Area. Notwithstanding the foregoing, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the Complex except as initially designed and approved by the Declarant (or thereafter approved by the Board). The easements provided for in this Section 7.4 shall in no way impact any other recorded easement on the Complex.

**Section 7.5. Maintenance Easements.** A non-exclusive easement is hereby granted to the Association to enter in or to cross over any portion of the Complex to perform the Association's duties, provided that any entry into any Unit shall only be undertaken in compliance with Section 2.6(c).

**Section 7.6. Public Bicycle & Pedestrian Path Easements (& License).** A non-exclusive easement for ingress and egress over the bicycle and pedestrian path exists along the West and South perimeters of the Complex and has been dedicated to the City of Alameda for public use. Members of the public may use the path for bicycling, walking, viewing and other related purposes subject to any Association Rules that have been approved by the City of Alameda. The reservation of this easement shall not imply any right of public use to the Lots or Common Area(s) within the Complex.

The public bicycle and pedestrian path is also subject to a non-exclusive irrevocable license for the public to utilize as public access areas portions of the General Common Area open spaces immediately adjacent to the asphalt path ranging in width from fifteen (15) to sixty (60) feet on the Western boundary of the Complex and from twenty (20) to thirty-five (35) feet on the Southern boundary of the Complex.

**Section 7.7. Emergency Egress Easements.** A non-exclusive easement is hereby granted to each Unit, and its Owner, for egress from any fire escape and/or other emergency exit over, across and through the Common Area and any other Unit to be used only on an emergency basis.

**Section 7.8. Other Easements.** Each Unit/Owner (and the Association as to the Common Area) are subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Complex as shown on the Map (or other recorded document), including (but not limited to) any driveways, Private Streets and/or walkways located in the Common Area for ingress, egress and utility purposes.

## **ARTICLE VIII: DESIGN REVIEW.**

### **Section 8.1. Modifications & Changes within the Complex.**

**(a) Modifications or Changes to the Common Area.** Only the Association shall construct; reconstruct; refinish; alter or maintain any Improvement upon the Common Area (or excavate; fill or change the natural or existing drainage in the Common Area or add/remove any plant, tree, shrub or other vegetation in the General Common Area).

**(b) Owner's Right to Decorate & Furnish.** Subject to the use restrictions in Article III, above, the architectural control provisions of this Article VIII and the Association Rules, each Owner has discretion as to the choice of furniture, furnishings, and interior decorating for that Owner's Unit.

An Owner, at Owner's sole cost and expense, may paint, paper, panel, plaster, tile or otherwise finish the interior surfaces of the ceilings, floors, all walls, window frames, door frames or trim located within the Unit. The Owner's right, however, refers only to interior surfaces and to the airspace within Owner's Unit. This Subsection (b) does not entitle any Owner to impair the structural integrity of any Building; weaken the load carrying capacity of any bearing wall, increase the noise-carrying capacity of Common Area or shared floors, walls and/or ceilings; interfere with the use and enjoyment of the Common Area and/or other Units; and/or violate any provision of the Governing Documents.

### **Section 8.2. Written Approval for Owner Improvements & Changes.**

**(a) Written Preapproval.** Each Owner (or Resident) must obtain written approval from the Association before that Owner (or Resident) commences, erects or maintains any Improvement (as defined in Section 1.22) within the Complex. In addition, every Owner (or Resident) must obtain written approval from the Association before that Owner (or Resident) makes any addition to; change and/or alteration in or to any Unit (or Exclusive Use Common Area) that may: **(i)** change the exterior appearance of any Unit, Building or Exclusive Use Common Area; **(ii)** impair or impact the structural integrity of the Building or Unit, **(iii)** structurally change any Improvement, or **(iv)** increase the noise-transmitting capacity of Common Area floors, walls, or ceilings.

Under no circumstances shall any Owner undertake any activity or work with respect to the Owner's Unit that will increase the noise-transmitting capacity or impair the structural soundness or integrity of any part of the Complex. In addition, drainage shall not be changed, altered and/or modified by any Person without the Association's prior written approval.

**(b) Exception to Preapproval - Satellite Dishes.** In compliance with federal law, an Owner (or Resident) may install a satellite dish: **(i)** within the Owner's Unit, or **(ii)** in the Exclusive Use Common Area



air spaces under the control of the Owner without the Association's written preapproval. (*See* Section 3.4(m), above). However, the installation cannot result in any penetration into (or permanent attachment to) the General Common Area walls, flooring, ceilings or other parts of the Building containing the Owner's Unit.

Within ten (10) days after the satellite dish installation, the Owner (or Resident) must notify the Association of the installation, including completion of a satellite dish notification form used by the Association.

**Section 8.3. Design Review Duties of Board.** It is the duty of the Board to consider and act upon the proposals and plans submitted to it (hereinafter "architectural applications") and to carry out all other duties imposed upon it pursuant to the Governing Documents. (*See* Section 10.5 of the Bylaws pertaining to a Design Review Committee).

**Section 8.4. Architectural Rules & Regulations.** The Board may adopt, amend and repeal Association Rules pertaining to architectural control and design review (hereinafter "Architectural Rules and Regulations").

### **Section 8.5. Application Process.**

**(a) Owner's Written Application.** The requesting Owner must submit to the Association in writing all plans, specifications and other information and documentation, as the Board may require, for the Owner's architectural application. If the Association charges a design review fee, the architectural application is not complete until the Owner has paid the design review fee.

**(b) Board Review & Deliberation.** The Board must meet within sixty (60) days after receipt of an Owner's written architectural application. The Board is expressly authorized to consider aesthetics and the criteria set forth in Section 8.6, below, during the Board's review of all architectural applications. The decision of a quorum of the Board is the decision of the Board. (*See* Section 8.8 of the Bylaws setting forth quorum requirements for Board meetings).

**(c) Decisions & Notification.** The Board must keep and maintain a written records of all decisions pertaining to architectural application. All approvals and denials of architectural applications must be in writing. The Board's approval may contain conditions or requests for modification of particular aspects of the Owner's plans and specifications. Any denial of an Owner's architectural application must set forth an explanation of the denial and a description of the reconsideration procedure.

In the event the Board fails to provide a written decision to an Owner's architectural application within sixty-five (65) days after the architectural application was submitted, the Owner must contact the Association to verify that the Association received the Owner's original architectural application and, if necessary, the Owner must resubmitted all or part of the architectural application that was not received by the Association. The Board must provide a written decision within thirty (30) days after the Owner's follow-up contact (and resubmission, if any).

**(d) Extension of Time.** If the Board determines that it requires additional information and/or documentation in order to make a decision on the Owner's application, the Board can extend the deadline(s) set forth in Subsection (c), above.

**Section 8.6. Basis for Approval.** The Board shall approve an architectural application only if the Board, in its sole discretion, finds that all of the following provisions have been satisfied:

**(a)** The Owner has complied with those provisions of the Architectural Rules and Regulations pertaining to the content of (and procedures for) the application process, including providing any necessary plans and specifications;

**(b)** The Owner's plans and specifications: **(i)** conform to the Governing Documents; and **(ii)** will not

interfere with the reasonable enjoyment of the Common Area and/or Unit by any other Owner; and

(c) The proposed Improvement, if approved, is: (i) otherwise consistent with the architectural and aesthetic standards of the Complex; (ii) in harmony with the external structures and/or landscaping within the Complex; and (iii) consistent with the overall plan and scheme of development and this Declaration.

The Board is entitled to determine that a proposed Improvement (or any part) is unacceptable for a particular Unit, even if the same or a similar Improvement or component has previously been approved for use at another location within the Complex where: (1) the proposed Improvement (or any part) will negatively impact the drainage, topography or visibility from Private Streets, Common Areas or other Units; or (2) the Association's prior adverse experience with the Improvement, product or component supports the denial.

The Board is entitled to make subjective judgments and to consider the aesthetics of a proposal when considering an Owner's architectural application so long as the Board acts reasonably and in good faith.

**Section 8.7. Waiver & Variances.** The approval by the Board of any plans, drawings, architectural applications or specifications for any work, is not a waiver of any right to withhold approval of any similar plan, drawing, architectural application, specification or matter subsequently submitted for approval. The Board is, however, entitled to allow reasonable variances in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships.

Upon application by any Owner, the Board can grant reasonable variances from the use restrictions set forth in Article III, above, if the specific application of the restriction will, in the sole discretion of the Board, cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development contemplated by this Declaration.

**Section 8.8. Compliance with Governmental Requirements.** Each Owner bears sole responsibility for obtaining all necessary governmental permits/authorizations and/or complying with all governmental requirements including specifically applicable building codes.

**Section 8.9. Commencement & Completion.** In all case, commencement of construction by Owner must occur within ninety (90) days from the date the Association's written approval is given. The Owner must complete the construction, reconstruction, refinishing or alteration of all approved work within one (1) year. If an Owner fails to comply with this Section 8.9, the Board may proceed in accordance with the provisions of Section 8.11, below, as though the failure to complete the Improvements was a non-compliance with approved plans.

Upon the completion, the Owner must give written notice to the Board. Within sixty (60) days thereafter, the Board, or its duly authorized representative, may inspect the work to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the architectural application submitted to the Board. If non-compliance exists, the Board can require the Owner to remedy or remove the non-compliance.

**Section 8.10. Termination of Mechanics' Lien Rights & Indemnification.** No labor performed or materials furnished with the consent (or at the request of the Owner) shall be the basis for filing a Lien against any other Unit or the Common Area. Each Owner shall indemnify and hold harmless all other Owners and the Association from and against all liability arising from the claim of any Lienholder based upon construction performed (or for labor, materials, services, equipment, or other products incorporated into) the Owner's Unit or done at that Owner's request or consent.

The Association has the right to enforce such indemnity by imposing and collecting a Special Individual Assessment from that Owner in an amount necessary to discharge any Lien, including all incidental costs.

**Section 8.11. Enforcement.** In the event that the Association learns (or discovers) that an Owner (or Resident) constructed an Improvement (or otherwise modified any part of the Complex) without written

Board approval (or in non-compliance to the Board's Approval), the Association can exercise enforcement remedies specified in Article XII of the Bylaws, including, without limitation, ordering an immediate cessation and abatement of all aspects of the work until the Owner has obtained written Board approval.

**Section 8.12. Liability.** Neither the Board (nor any Director) shall be liable to the Association or any Owner for any damage, loss or prejudice suffered or claimed where the Board (or the Director) acted in good faith on the basis of the information available. Without in any way limiting the generality of the foregoing, the Board (or any Director) may consult with (or hear the views of) other Owner(s) on any proposed architectural application.

## ARTICLE IX: INSURANCE.

**Section 9.1. Association Insurance Coverage.** The Association's insurance coverage under this Section 9.1 shall be kept in full force and effect at all times. To the extent such insurance is available at a reasonable premium, the Association must purchase and maintain the coverage described below:

(a) **Fire & Casualty Insurance.** The Association must maintain fire and casualty insurance.

(i) **Coverage.** The Association's fire and casualty coverage must insure for the full insurable value of the Buildings containing Units and all other Improvements within the General Common Area and any Common Facilities. The Association has no obligation, duty and/or requirement to obtain fire and casualty insurance for: (A) land; (B) foundations; (C) excavations; (D) other items normally excluded from coverage; and (E) the contents, fixtures, appliances and/or Improvements contained within (or part of) any residential Unit. The Association is only required to insure the 'bare bones' or "bare walls" of the Buildings containing residential Units. The Association may, however, obtain coverage for the contents, fixtures and/or Improvements within Units if the Board determines it is economically feasible and in the best interest of the Association.

(ii) **Endorsements.** Depending on the nature of the insured property and the requirements, if any, imposed by institutional Mortgagees, the policies maintained by the Association pursuant to this Subsection (a) must contain the following (or their equivalent(s) if available): (A) an agreed amount endorsement, (B) an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement, (C) an extended coverage endorsement, (D) vandalism and malicious mischief coverage, (E) loss or damage by fire coverage, (F) other standard extended-coverage risks and all other perils customarily covered in similarly constructed complexes, including all perils normally covered by the standard "all risk" endorsement, and (G) a special form endorsement and a clause to permit cash settlements for full insurable value in case of partial destruction.

(iii) **Full Replacement Value.** The policies, if practical, shall be in an amount or amounts necessary to provide for full replacement (one hundred percent (100%) of current replacement cost). The full replacement value of the insured property should be reviewed and adjusted on an annual basis. The Board has the power and authority to have an insurance appraisal and/or yearly insurance appraisal updates performed to aid the Board in determining the amounts of coverage needed by the Association.

(iv) **Insureds.** The Association must be the named insured. If possible, all Owners shall also be named as insureds and the policy shall have a separate loss payable endorsement in favor of the First Mortgagee of each Unit. (See Section 9.6, below, regarding deductibles).

(b) **Commercial General Liability Insurance.** The Association must maintain a policy of comprehensive commercial general liability insurance ("CGL"). The CGL policy must name the Association, each Director, any manager, the Owners and such other Persons as the Board may determine as insureds. The CGL policy must insure each insured against any liability incident to the ownership and use of: (1) the Common Area; and (2) any Association owned or maintained property. The CGL insurance should include

coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to similarly constructed common interest developments.

**(i) Endorsements.** If obtainable, the CGL policy should include a cross-liability or severability of interest endorsement insuring each insured against liability to every other insured.

**(ii) Coverage Limits.** The limits of the CGL insurance cannot be less than two million dollars (\$2,000,000.00) (or such higher amounts as may be required under California law, including but not limited to Civil Code §§1365.7 and 1365.9) for claims for death, personal injury and property damage arising out of a single occurrence.

**(c) Directors & Officers Insurance.** The Association must maintain a policy of errors & omissions insurance naming the Association's Directors and officers as insured parties (*i.e.*, D&O coverage). The limits of the D&O insurance cannot be less than five hundred thousand dollars (\$500,000.00) (or such higher amounts as may be required under California law, including but not limited to Civil Code §1365.7).

D&O coverage should insure against claims arising out of (or based upon) negligent acts, errors, omissions, or alleged breaches of duty by any Director or officer.

**(d) Fidelity Bonds/Insurance.** The Board must purchase and maintain fidelity bonds or insurance in an amount not less than the level required by Federal Home Loan Mortgage Corporation (Fannie Mae) and shall contain an endorsement for officers, Directors, trustees and employees of the Association and for all other Persons handling (or responsible for) Association funds. The bonds must name the Association as an obligee and should contain a waiver by the bond issuers of all defenses based upon the exclusion of Persons serving without compensation from the definition of “employees” or similar terms or expressions.

**(e) Personal Property Insurance.** The Board must maintain insurance on any personal property owned by the Association.

**(f) Additional Insurance & Bonds.** The Association may also purchase any additional insurance and bonds as the Board deems appropriate, including, without limiting the generality of this Section 9.1(f), umbrella insurance, demolition insurance, earthquake insurance, flood insurance, and workers' compensation insurance.

**Section 9.2. Coverage Not Available.** In the event any insurance policy (or endorsement) required by Section 9.1, above, is not available, then the Association should obtain the closest available substitute coverage or endorsement. The Board must notify the Members of any material adverse changes in the Association's insurance coverage. (*See* Section 9.7, below, concerning Member notice).

**Section 9.3. Insurance Obtained by an Owner.** All insurance that is individually carried by an Owner must contain a waiver of subrogation rights by the carrier as to other Owners, the Association, and any First Mortgagee of the Unit.

**(a) Property Damage Insurance.**

**(i) Unit Coverage.** Each Owner should separately insure his or her Unit against loss by fire or other casualty (*e.g.*, an HO6 Policy or Renter's Insurance if the Unit is leased). Each Owner may need to obtain additional levels or coverage on their respective fire and casualty insurance if the Association's policy provides 'bare bones' only coverage.

Each policy obtained by an Owner must not include coverage(s) that conflict with the Association's fire and casualty policy or could result in a diminution (or denied) claim payout from the Association's Insurer. If an Owner's policy violates this provision, any lost insurance proceeds under the Association's

policy that results can be chargeable to that Owner/Unit as a Special Individual Assessment. (See Section 5.4(a)(ii) concerning Special Individual Assessments).

**(ii) Personal Property & Improvements.** Each Owner can (and should) insure his or her personal property, including the contents of the Owner's Unit, against loss. In addition, any Improvements made by an Owner within his or her Unit should be separately insured as "Tenant's Improvements."

**(b) Personal Liability Insurance.** Each Owner should carry personal liability insurance for that Owner's Unit.

**Section 9.4. Adjustment of Losses.** The Board is appointed attorney-in-fact by each Owner to negotiate (and agree to) the value and extent of any loss under any policy carried pursuant to Section 9.1, above. The Board is granted full right and exclusive authority to: **(a)** compromise and settle any claims; **(b)** enforce any claim; and **(c)** execute releases in favor of any insured under the Association's policies.

**Section 9.5. Insurance Claims.** In order to keep the Association's insurance premiums (and claim history) as low as possible and, thereby, maximize the Association's ability to obtain reasonably priced insurance, the following provisions shall apply to all claims:

**(a) Damage Due to Owner's Acts or Omissions.** If the damage or loss is caused by an Owner's (or that Owner's Pets or Associated Persons') acts or omissions and that Owner (or Owner's Tenant) has one (1) or more insurance policies, the Owner's (and/or Owner's Tenant's) insurance policy shall be primary. The Association's insurance shall be excess insurance, not contributory, to that Owner's (or Tenant's) insurance policy. The damage or loss claim must be: **(i)** tendered to that Owner's (or Tenant's) insurance policy; and **(ii)** denied (in writing) by that Owner's (or Tenant's) insurer before the claim can be tendered to the Association's insurance.

**(b) Damage Due to Association's Intentional Acts or Negligence.** If the damage or loss is caused by the Association's gross or active negligence, the damage or loss claim can be tendered to the Association's insurance policy without any pre-requisite of tendering to the Owner's (or Tenant's) insurance first.

**(c) Damage to a Unit or Its Contents.** If: **(i)** the damage or loss does not fall within either Subsection (a) or Subsection (b) above; **(ii)** the damage or loss is to an Owner's Unit (and/or the contents, fixtures or personal property within the Unit); and **(iii)** the Owner (or Tenant) who suffered damage or loss has insurance, the Owner's (or Tenant's) insurance shall be primary. The Association's insurance shall be excess insurance, not contributory, to that Owner's (or Tenant's) policy.

The damage or loss claim must be: **(1)** tendered to that Owner's (or Tenant's) insurance; and **(2)** denied (in writing) by the Owner's (or Tenant's) insurer before the claim can be tendered to the Association's insurance.

**Section 9.6. Deductibles.** Owner(s) responsible for payment of any deductible shall remit payment within thirty (30) days of the contractor's (or other vendor's) request for payment.

**(a) Property Damage Claims.** Except with respect to insurance for earthquake damage, any deductible for a claim made under the Association's insurance policy shall be paid as follows:

**(i)** An Owner responsible for causing an insurable loss (by either the Owner's (or that Owner's Pets or Associated Persons') acts or omissions, is obligated to pay the entire insurance deductible. If two (2) or more Owners are responsible, all responsible Owners are liable for payment of the insurance deductible.

**(ii)** If Subsection (i) does not apply, then the Association will pay the deductible.

**(b) Earthquake Insurance.** With respect to a loss covered by earthquake insurance, all Owners are

obligated to contribute that Owner's equal share of the insurance deductible whether or not that Owner's Unit and/or Building suffered damage.

**(c) Hearing Procedure.** Within fifteen (15) days of an Owner receiving a request to pay a deductible, that Owner may contest the Owner's obligation to pay the deductible by submitting to the Board written objections supported by cost estimates or other information that the Owner deems to be material. Upon receipt of the written objections, the Board shall set a hearing date on the matter. Following the hearing, the Board must give written notice of its decision to all affected Owners. The Board's decision shall be final and binding.

**(d) Special Individual Assessment to Recover Deductible.** If any Owner fails or refuses to pay the deductible (or that Owner's share of the deductible) within the time set forth in Subsection (a), above, the Board may levy a Special Individual Assessment against the Unit/Owner for that amount.

**Section 9.7. Notice of Significant Changes in Coverage.** Pursuant to Civil Code §1365(e)(2) (or comparable superseding statute), the Association must notify Owners if any of the Association's insurance policies are not immediately renewed (or replaced upon cancellation or lapse and/or if there is a significant change in the policy amounts, coverage and/or deductibles).

## **ARTICLE X: DAMAGE OR DESTRUCTION.**

**Section 10.1. Obligation to Repair or Rebuild.** If any Improvement within the Complex (including a Unit), is damaged or destroyed by fire or other casualty, the Improvement must be repaired or reconstructed in substantial accordance with the original as-built plans and specifications. The as-built plans and specifications may be modified as: **(a)** approved by the Board/Design Review Committee of an Owner's architectural application; and/or **(b)** required by applicable building codes and regulations in force at the time of the repair or reconstruction.

**Section 10.2. Limited Exception to Obligation to Rebuild Requirements.** With the approval of seventy-five percent (75%) of the First Mortgagees attending the meeting and/or returning a ballot and sixty percent (60%) of the total Voting Power of "Eligible Members" (as defined in Section 10.3, below), the Association may elect not to rebuild if all of the following criteria are met: **(a)** the cost of repair or reconstruction is more than fifty percent (50%) of the Association's estimated replacement cost for the entire Complex; **(b)** available insurance proceeds are insufficient to pay for at least eighty-five percent (85%) of the anticipated cost of the repairs or reconstruction; **(c)** the Members fail to approve the Special Assessment necessary to pay for the anticipated cost that will exceed the insurance proceeds; and **(d)** the Association is unable to supplement the insurance proceeds by obtaining a loan and/or imposing an Emergency Special Assessment.

**Section 10.3. Members Eligible to Vote.** For purposes of any vote pursuant to Section 10.2, above, the Members eligible to vote are all of the Members who were eligible to vote on the day the casualty occurred. (See Section 5.3 of the Bylaws for voting eligibility).

### **Section 10.4. Insufficient Funds to Rebuild.**

**(a) Special Assessment.** Where insurance proceeds are insufficient to pay for the entire cost of the repair or reconstruction, the Board shall obtain the additional money needed to complete the work with a Special Assessment or other funding. (See Section 5.3, above).

**(b) Association is Not Rebuilding.** After complying with the requirements of Section 10.2, above, the Board:

**(i) Recorded Certificate.** Must promptly execute, acknowledge and record in the office of the Alameda County Recorder a certificate of the Member's decision not to rebuild.

(ii) **Sale of Complex.** May sell the entire Complex, including all Units and the Common Area, on terms satisfactory to the Board. (See Section 12.3, below, concerning the distribution of sale and/or insurance proceeds).

### **Section 10.5. General Provisions.**

(a) **Use of Separate Trust Account.** All insurance proceeds held by the Association must be placed in a separate trust account in trust for the Association and the Owners.

(b) **Power to Contract with Insurance Trustee.** Should a controversy arise as to the disbursement of insurance proceeds and the amount in controversy is over two million dollars (\$2,000,000.00), the Board is authorized to enter into an agreement with an insurance trustee for that trustee to hold and disburse funds. The agreement shall be consistent with this Declaration and cover the insurance trustee's powers, duties, and reasonable compensation.

(c) **Allocation.** If more than one (1) Unit is damaged/destroyed, the insurance proceeds held by the Association shall be fairly allocated between and among the damaged Unit(s) and/or the Common Area.

(d) **Repair & Reconstruction.** On behalf of the Association and its Members, the Board has the authority to enter into written contract(s) with contractor(s) for the repair and reconstruction work.

(e) **Emergency Repairs.** Without waiting to obtain insurance settlements or bids, the Board may undertake emergency repair work as the Board may deem necessary or desirable to preserve the Complex under the circumstances. The Board may pay for the emergency repairs from operating or reserve funds.

## **ARTICLE XI: GOVERNMENTAL RIGHTS & ACTIONS.**

### **Section 11.1. Governmental Rights & Interests.**

(a) **Rights of the City of Alameda.** The City of Alameda has the right, but not the duty, to enter into the Complex, after reasonable notice to the Board and the opportunity for a hearing, to make (or cause to be made) any repairs and/or maintenance work necessary to abate any nuisance, health or safety hazards. If the City of Alameda incurs repair and/or maintenance costs under this Subsection (a), the City has the right to assess the Association Members for those costs.

(b) **No Dedication of the Complex.** Except for Section 7.6, above, nothing contained in this Declaration shall be deemed to be a gift or a dedication to the general public (or for any public use or purpose) of all or any portion of the Complex.

**Section 11.2. Condemnation or Governmental Taking.** The Association must participate in any negotiations, settlements or agreements (and shall represent the Owners) in any condemnation proceedings or action by any condemning authority.

(a) **Total Taking.** Any determination that a taking is total (or partial) must be made by a court of competent jurisdiction before any of the proceeds from the condemnation/taking sale or award are distributed. A total taking (or condemnation) of the Complex occurs if the court finds that the taking:

(i) renders more than fifty percent (50%) of the Units uninhabitable; or

(ii) impacts less than fifty percent (50%) of the Units and renders the Complex as a whole uneconomical.

(See Section 12.3, below, for provisions concerning the distribution of funds).

**(b) Partial Taking.**

**(i) Allocation.** A partial taking is any taking that is not a total taking, as determined in Subsection (a), above. After payment of the Association's expenses resulting from the condemnation action (including any appraisal costs), the net proceeds shall be distributed as ordered by a court of competent jurisdiction. If the partial taking impacts any part of the Common Area, the distribution of proceeds shall include an allocation to the Association to be used to restore or replace those portions of the Common Area affected by the partial taking.

**(ii) Termination of Membership.** If the partial taking renders any Unit uninhabitable, the Owner of the uninhabitable Unit shall be divested of any further interest in the Complex, including membership in the Association, and the interests of the remaining Owners in the Complex shall be adjusted accordingly. An amendment to this Declaration shall be recorded to memorialize these changes.

**(iii) Resurvey of Complex.** If appropriate, the remaining portion of the Complex shall be surveyed to reflect the partial taking and new boundaries, *etc.*

**ARTICLE XII: PARTITION OR SEVERANCE OF OWNERSHIP.**

**Section 12.1. Partition or Severance Prohibited.** Except as expressly provided in Section 12.2, below, Owners have no right to partition (or divide their ownership interests) in the Complex. Nor shall an Owner be entitled to sever his or her Unit from the Complex (or his or her membership in the Association) unless authorized in this Article XII.

None of the component interests in a Unit can be separately sold, conveyed, encumbered or hypothecated. Any Violation or attempted Violation of this Section 12.1 shall be void. Similarly, no Owner can sever any exclusive easement appurtenant to his or her Unit from the Owner's Unit. Any attempt to do so shall be void.

Nothing in this Section 12.1 shall be construed to prevent a judicial partition of a cotenancy ownership for a single Unit.

**Section 12.2. Partition Due to Destruction, Condemnation or Statute.** Partition of the entire Complex (if necessary) is available after a showing of any of the following:

**(a)** For a sale of the Complex after a Member vote not to rebuild after a fire or other casualty destroyed all (or part) of the Complex. (*See* Section 10.2, above, concerning Member vote requirements);

**(b)** For a total taking or condemnation. (*See* Section 11.2(a) concerning a total taking); or

**(c)** Pursuant to Civil Code §1359 (or comparable superseding statute).

If appropriate after partition has been granted, the Court can also order the termination of this Declaration and dissolution of the corporation and the preparation, recording and/or filing of any necessary documents to support the dissolution and/or termination.

**Section 12.3. Distribution of Proceeds.** After payment of all Association expenses related to the sale, taking or partition (including any appraisal costs), the net proceeds of the award, insurance proceeds or sale shall be paid to all Owners. The proceeds payable to each Owner shall be based upon the proportion that the fair market value of that Owner's Unit bears to the fair market value of all Units in the Complex. The fair market value shall be determined as of a date immediately prior to the event giving rise to the partition.

**Section 12.4. Fair Market Value.** In a partition (or condemnation) action, the fair market value of Units (and Common Area, if needed) shall be determined by the Court. For a sale not involving the Court, the fair market value of the Units (and Common Area, if needed) shall be determined by an independent appraiser



selected by the Board. The appraiser shall be a member of the Society of Real Estate Appraisers (SREA) or other nationally recognized appraisal organization and who shall apply SREA (or other applicable standards) in determining the fair market value of each Unit (and Common Area, if needed).

### ARTICLE XIII: PROTECTION OF MORTGAGES.

**Section 13.1. Mortgage Permitted.** Any Owner may encumber that Owner's Unit with a Mortgage.

**Section 13.2. Subordination.** Any Lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any First Mortgage encumbering that Unit as long as the Mortgage was made in good faith and for value. No Association Lien shall defeat, invalidate, or impair the priority of a First Mortgage unless that Mortgagee subordinates that interest in writing.

**Section 13.3. Restrictions on Certain Changes or Amendments.** The Association must provide notice and an opportunity to vote to all Eligible First Mortgagees for any of the actions or amendments set forth in Subsections (a) and (b), below. Each Eligible First Mortgagee has one (1) vote for each Unit secured by a Mortgage.

Unless seventy-five percent (75%) of the Eligible First Mortgagees give their approval, neither the Association (nor the Owners):

(a) shall be entitled to adopt any material amendment to the Governing Documents. An addition or amendment is not material if it is for the purpose of correcting technical errors (or for clarification, or to comply with changes in applicable law). As used in this Section 13.3(a), the term "any material amendment" means amendments to those provisions establish, provide for and/or govern the following subjects:

(i) The pro rata interest or obligations of any Unit/Owner for purposes of levying Assessments (or allocating distributions of casualty insurance proceeds or condemnation awards or for determining the pro rata share of ownership in the Common Area);

(ii) The fundamental purpose for which the Complex was created. (*i.e.*, change from residential use to a different use); and

(iii) Any provision, that by its terms, is expressly and specifically for the benefit of First Mortgagees (or specifically confers rights upon First Mortgagees).

(b) shall be entitled to:

(i) Abandon or terminate the Common Interest Development/Complex, except for abandonment due to substantial lost or destruction within the Complex in compliance with statute and/or Articles X through XII, above;

(ii) Partition or subdivide except as allowed in Article XII, above; and

(iii) Use casualty insurance proceeds for damage to the Complex for purposes other than repair or replacement of the damaged portions of the Complex (or as allowed by statute or in Article X and Section 12.3, above).

**Section 13.4. Deemed Approved.** A Mortgagee who receives a written request for approve pursuant to Section 13.3, above, and who does not return a marked ballot within thirty (30) days shall be deemed to have approved that matter submitted for Eligible First Mortgagee approval.

**Section 13.5. Mortgagee Rights.** Upon written request, an Eligible First Mortgagee has the right to:

(a) **Examine Accounting Records.** Examine the Association Records. (*See* Section 1.2(a) of the

Bylaws defining Association Records). The requesting Eligible First Mortgagee shall pay the costs associated with providing these materials, including copy and/or redacting expenses.

Any Owner, at the expense of that Owner (or the holders of fifty-one percent (51%) or more of First Mortgages, at the First Mortgagees' expense), may request an independent audit of the Association finances.

**(b) Attend Meetings.** Appear (but not vote or participate) at any Member or Board meetings.

**(c) Furnish Information.** Furnish information to the Board concerning the status of any Mortgage.

**(d) Obtain Copies of Insurance Policies.** Obtain copies of the Association's current insurance policies (and/or evidence of the Association's payment of insurance premiums).

**(e) Increase the Level of Insurance Coverage.** Supply the Association with its minimum insurance requirements. If the Association's insurance coverage(s) do not currently meet those minimum requirements, the Eligible First Mortgagees can request an increase in coverage to match those minimum insurance requirements. The requesting Eligible First Mortgagee(s) shall be responsible for the payment of any increase in the Association's insurance premiums due to that request. The insurance requirements may include, but not by way of limitation, a "Special Unit Endorsement" or an "Inflation Guard Endorsement."

**(f) Notice of Change in Insurance.** Receive written notice from the Association of any lapse (or cancellation) of any insurance policy or fidelity bond maintained by the Association that is not renewed, restored or replaced within a short period of time (or of any significant change to the coverages, limits and/or deductibles) for any Association policy or bond.

**(g) Pay Unpaid Taxes.** Pay taxes (or other charges) that are in default and that may (or have become) a charge against the Common Area. An Eligible First Mortgagee may also pay overdue premiums on fire and casualty insurance (or secure a new policy if the Association's policy has lapsed). Upon making a payment pursuant to this Subsection (g), the Association shall reimburse that Mortgagee.

**(h) Request Amendments.** Request reasonable amendments to conform the Governing Documents to Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration and/or the Veterans' Administration mandates. The Association and the Owners must take any reasonable action (or adopt any reasonable resolutions) necessary to conform the Governing Documents to the requirements of those agencies.

**(i) Notice of Default.** Receive written notice of any delinquency in the payment of Assessments on any Unit subject to that Eligible First Mortgagee's recorded note or deed of trust.

It is the Association's intent that the Complex and the Governing Documents meet all reasonable requirements necessary to purchase, guarantee, insure or subsidize any Mortgage of a Unit by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration and the Veterans' Administration. To that end, the provisions of this Declaration and the Association's other Governing Documents shall be liberally interpreted so as to comply with the reasonable requirements of institutional lenders, including the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association.

**Section 13.6. No Right of First Refusal to Mortgagee.** No right of first refusal (or similar restriction on the right of an Owner to sell, transfer or otherwise convey the Owner's Unit) may be granted to the Association without the consent of any Eligible First Mortgagee for that Unit.

**Section 13.7. Interpleader.** If a dispute arises between any Owner and the Mortgagees for a Unit over the distribution and/or allocation of proceeds from any sale, taking, partition and/or insurance distribution, the Association has the right to file an interpleader action with the Court. The Association has the right to lodge

the disputed funds with the Court. Once the interpleader action has been filed and the disputed funds have been lodged, the Association will have fully complied with its obligations under the Governing Documents concerning the distribution of those funds.

#### ARTICLE XIV: NOTICES.

Addresses in the Association Records may be changed by written notice given in compliance with this Article XIV. Unless and until notice is provided of a change, the last address provided for each Person shall be deemed to be the address of that Person for any and all purposes.

**Section 14.1. Mailing Addresses.** Any communication or notice of any kind permitted or required by law or the Governing Documents should be in writing and may be mailed (as an alternative to personal service) as follows:

(a) **Owners.** To the street address of the Owner's Unit (or to such other address as the Owner has designate in writing to the Association).

(b) **Owner's Secondary Address.** For purposes of any collection notices, the Association must send collection notices to a "secondary address" if one is provided in writing to Association by that Owner. (*See* Civil Code §1367.1(k) setting forth "secondary address" provisions).

(c) **The Association & Its Directors/Officers.** To Crown Harbor Homeowners Association at the principal office of the Association – Massingham & Associates Management, Inc. at 2247 National Ave. in Hayward, California 94545-1715 (or to such other address as the Association may from time to time designate in writing to the Owners).

(d) **First Mortgagees.** To the street (or mailing) address as each Eligible First Mortgagees has designate in writing to the Association (or if no designation has been made, to the last known address, if any, the First Mortgagee provided to the Association's Insurer and/or the Owner/Mortgagor).

**Section 14.2. Service Upon a Co-Owner.** Service of a notice (or demand) to one (1) Co-Owner (or a general partner of a partnership that is an Owner of Record, or to any officer or agent for service for a corporation that is an Owner of Record) is deemed delivered to all co-owners (or the partnership or corporation). Except, however that notices and mailings pertaining to delinquent Assessments must be sent to all Owners of record.

**Section 14.3. Deemed Delivered.** All notices and demands served by mail shall be sent by first-class or certified mail, with postage prepaid, and are deemed delivered seventy-two (72) hours after deposit in the United States mail. All notices and demands served by personal delivery are deemed delivered upon service.

#### ARTICLE XV: AMENDMENTS.

##### Section 15.1. Amendment of the Declaration.

(a) **Amendment by Board of Directors.** By a vote of a majority of the Directors, the Board may adopt an amendment to this Declaration when an amendment is needed to conform a portion of the Declaration to changes in applicable California State law and the changes in applicable California State law are mandatory and nondiscretionary in nature.

Before voting to adopt any amendment under this Subsection (a), the Board must obtain a written opinion from the Association's legal counsel confirming that: (i) the change in California law necessitates the amendment; and (ii) the Association is bound by law to observe the change in law.

(b) **Amendment by the Members.** Except as provided in Subsection (a), above, this Declaration may

be amended (or revoked) by a vote of the Members representing over fifty percent (50%) of all eligible Members. (See Sections 1.2(d) and 5.3 of the Bylaws for voting eligibility).

If any provision of this Declaration requires the vote of a larger proportion (or all) of the Members than this Section 15.1(b), those portions of the Declaration may be altered (amended or repealed) if those approval requirements are met. (See also Section 13.3, above, for amendments that requires approval by Eligible First Mortgagees).

**Section 15.2. Approval by the City of Alameda & the San Francisco Bay Conservation and Development Commission.** No amendment to Section 3.3(f)(iii) is valid or effective unless the Association obtains the prior consent of the City of Alameda and the San Francisco Bay Conservation and Development Commission (or any successor governmental agency or entity) to that amendment. (See also Section 4.7(b), above).

**Section 15.3. Effective Date of Amendments.** Any amendment (or restatement) to this Declaration will be effective upon the recording in the Office of the Recorder of Alameda County of the Amendment (or restatement) with a certificate duly executed and certified by the president and secretary of the Association setting forth that the amendment (or restatement) was approved pursuant to this Section 15.1.

If the consent or approval of the City or other governmental authority is required, no amendment is effective unless and until that consent is obtained.

**Section 15.4. Reliance on Amendments.** Any amendments made in accordance with the terms of this Declaration shall be valid as to any Person relying on this Declaration in good faith.

## ARTICLE XVI: GENERAL PROVISIONS.

**Section 16.1. Effective Date.** This Declaration is effective upon recordation.

**Section 16.2. Term.** The Covenants, Conditions, Restrictions, *etc.*, in this Declaration run with land (and benefit/burden the Units and Common Area). This Declaration is also binding on the Owners, the Association, its Board, and its officers and agents, and their respective successors in interest, for the term of sixty (60) years from the date of the recording of this Declaration. After the end of the sixty(60) year term, this Declaration will automatically extended for successive terms of ten (10) years until repealed by the Members in a recorded document.

**Section 16.3. Construction of Declaration.**

(a) **Restrictions Construed Together.** All of the Covenants, Conditions, and Restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the Complex and the Association (and its Members).

Failure to enforce any provision is not a waiver of the right to enforce that provision.

(b) **Restrictions Severable.** The Covenants, Conditions, and Restrictions of this Declaration are independent and severable. The invalidity (or partial invalidity) of any provision does not impact the validity or enforceability of the other provision (the rest of this Declaration remain in full force and effect).

(c) **Singular Includes Plural/Gender.** The singular number includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter.

(d) **Captions.** All captions, titles or headings used in this Declaration are intended solely for convenience and reference.

(e) **Conflicts.** In the event of any conflict between California or federal law and this Declaration, the

law shall control. In the event of any conflict between this Article XVI and any other provisions of this Declaration, the provisions of this Article XVI shall control. In the event of any conflict between any of the provisions of this Declaration and any other provisions of the Governing Documents, the provisions of this Declaration shall control. In the event of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control. In the event of any conflict between the Bylaws and any Association Rules, the Bylaws shall control.

Neither the Articles nor the Bylaws shall be amended so as to be inconsistent with this Declaration; Nor shall any Association Rules be adopted that are inconsistent with this Declaration.

**(f) Exhibits.** All exhibits referenced in this Declaration are deemed to be incorporated herein by reference, whether or not actually attached.

**CERTIFICATION**

We, the undersigned hereby certify, under penalty of perjury, that this Declaration of Covenants, Conditions and Restrictions set for herein was duly adopted with the vote of the Members (the Members consisting of fifty-one percent (51%) of the total Voting Power held by the membership of the Association).

Dated: \_\_\_\_\_

CROWN HARBOR HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_  
*(President)*

By: \_\_\_\_\_  
*(Secretary)*

STATE OF CALIFORNIA             )  
   )  
 COUNTY OF \_\_\_\_\_             ) ss.

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
 Notary's Signature

(SEAL)

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

)  
) ss.

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature

(SEAL)

**Exhibit "A" - Unit Allocations**

<b>Unit Address</b>	<b>Ownership Interest</b>	<b>Assessment Percentage*</b>	<b>Unit Type</b>	<b>Unit Count</b>
1387 Crown Drive	0.009422	0.009422	A	1
1389 Crown Drive	0.009422	0.009422	A	2
1383 Crown Drive	0.009422	0.009422	A	3
1385 Crown Drive	0.009422	0.009422	A	4
1379 Crown Drive	0.009422	0.009422	A	5
1381 Crown Drive	0.009422	0.009422	A	6
1375 Crown Drive	0.009422	0.009422	A	7
1377 Crown Drive	0.009422	0.009422	A	8
1371 Crown Drive	0.009422	0.009422	A	9
1373 Crown Drive	0.009422	0.009422	A	10
1367 Crown Drive	0.009422	0.009422	A	11
1369 Crown Drive	0.009422	0.009422	A	12
1363 Crown Drive	0.009422	0.009422	A	13
1365 Crown Drive	0.009422	0.009422	A	14
1359 Crown Drive	0.009422	0.009422	A	15
1361 Crown Drive	0.009422	0.009422	A	16
1355 Crown Drive	0.009279	0.009279	E	17
1357 Crown Drive	0.009279	0.009279	E	18
1351 Crown Drive	0.009279	0.009279	E	19
1353 Crown Drive	0.009279	0.009279	E	20
530 Queens Road	0.015127	0.015127	C	21
534 Queens Road	0.015127	0.015127	C	22
540 Queens Road	0.015191	0.015191	D	23
542 Queens Road	0.015191	0.015191	D	24
546 Queens Road	0.015191	0.015191	D	25
548 Queens Road	0.015191	0.015191	D	26
550 Queens Road	0.014405	0.014405	B	27
554 Queens Road	0.014405	0.014405	B	28
560 Queens Road	0.014405	0.014405	B	29
562 Queens Road	0.014405	0.014405	B	30
568 Queens Road	0.009279	0.009279	E	31
570 Queens Road	0.009279	0.009279	E	32

\* - Assessment Allocation Percentages are for insurance, roofing & painting costs. All other costs allocated equally.

Unit Address	Ownership Interest	Assessment Percentage*	Unit Type	Unit Count
576 Queens Road	0.014405	0.014405	B	33
578 Queens Road	0.014405	0.014405	B	34
555 Kings Road	0.014405	0.014405	B	35
553 Kings Road	0.014405	0.014405	B	36
547 Kings Road	0.014405	0.014405	B	37
545 Kings Road	0.014405	0.014405	B	38
541 Kings Road	0.015191	0.015191	D	39
539 Kings Road	0.015191	0.015191	D	40
533 Kings Road	0.015191	0.015191	D	41
531 Kings Road	0.015191	0.015191	D	42
1335 Crown Drive	0.015127	0.015127	C	43
1333 Crown Drive	0.015127	0.015127	C	44
1329 Crown Drive	0.015191	0.015191	D	45
1327 Crown Drive	0.015191	0.015191	D	46
1323 Crown Drive	0.015191	0.015191	D	47
1321 Crown Drive	0.015191	0.015191	D	48
1317 Crown Drive	0.015191	0.015191	D	49
1315 Crown Drive	0.015191	0.015191	D	50
1311 Crown Drive	0.015127	0.015127	C	51
1309 Crown Drive	0.015127	0.015127	C	52
1305 Crown Drive	0.015127	0.015127	C	53
1303 Crown Drive	0.015127	0.015127	C	54
1302 Crown Drive	0.015127	0.015127	C	55
1304 Crown Drive	0.015127	0.015127	C	56
1308 Crown Drive	0.015191	0.015191	D	57
1310 Crown Drive	0.015191	0.015191	D	58
1314 Crown Drive	0.015191	0.015191	D	59
1316 Crown Drive	0.015191	0.015191	D	60
1320 Crown Drive	0.014405	0.014405	B	61
1322 Crown Drive	0.014405	0.014405	B	62
536 Kings Road	0.014405	0.014405	B	63
538 Kings Road	0.014405	0.014405	B	64
544 Kings Road	0.009279	0.009279	E	65

\* - Assessment Allocation Percentages are for insurance, roofing & painting costs. All other costs allocated equally.



Unit Address	Ownership Interest	Assessment Percentage*	Unit Type	Unit Count
546 Kings Road	0.009279	0.009279	E	66
556 Kings Road	0.014405	0.014405	B	67
558 Kings Road	0.014405	0.014405	B	68
564 Kings Road	0.014405	0.014405	B	69
566 Kings Road	0.014405	0.014405	B	70
572 Kings Road	0.015191	0.015191	D	71
574 Kings Road	0.015191	0.015191	D	72
580 Kings Road	0.015191	0.015191	D	73
582 Kings Road	0.015191	0.015191	D	74
590 Kings Road	0.015127	0.015127	C	75
592 Kings Road	0.015127	0.015127	C	76
<b>TOTAL</b>	<b>100 %</b>	<b>100 %</b>		<b>76</b>

\* - Assessment Allocation Percentages are for insurance, roofing & painting costs. All other costs allocated equally.

**Exhibit “B” to the CC&Rs  
MATRIX FOR  
MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES**

ITEM	ASSOCIATION'S RESPONSIBILITY	UNIT OWNERS' RESPONSIBILITY <sup>1</sup>
Air Conditioning Equipment <i>(all parts servicing system, including condenser/compressor servicing the Lot/Residence and all pipes, conduits and wires regardless of location)</i>		X
Appliances		X
Asphalt Paving <i>(maintenance &amp; repair)</i>	X	
Attics <i>(cleaning &amp; maintenance)</i>		X
Balconies <i>(cleaning)</i>		X
Balcony Structure <i>(maintenance, repair &amp; replacement)</i>	X	
Bathtubs		X
Bicycle/Pedestrian Path	X	
Building Structure	X	
Ceilings <i>(drywall &amp; sprayed-on acoustical finish)</i>		X
Common Area <i>(except maintained by owners)</i>	X	
Dishwashers <i>(including water supply &amp; drainage lines)</i>		X
Doors <i>(front - painting/staining exterior)</i>	X	
Doors <i>(garage - painting/staining exterior)</i>	X	
Doors <i>(All - maintenance, repair &amp; replacement)</i>		X
Doors <i>(All - painting except as allocated to the Association)</i>		X
Doors <i>(glass door - maintenance, repair &amp; replacement)</i>		X
Door Frames <i>(front - painting exterior)</i>	X	
Door Frames <i>(garage - painting exterior)</i>	X	
Door Frames <i>(All - maintenance, repair &amp; replacement)</i>		X
Door Frames <i>(All - painting except as allocated to the Association)</i>		X
Door Hardware, Locks & Keys		X
Driveways	X	
Dryer Vents <i>(cleaning and maintenance)</i>		X
Dryrot & Pest Damage <i>(building structure)</i>	X	
Dryrot & Pest Damage <i>(during escrow)</i>	X	
Drywall <i>(within Units)</i>		X
Electrical Fixtures & Plugs <i>(for Unit)</i>		X
Exterior Building Surfaces <i>(maintenance, repair, replacement &amp; painting)</i>	X	
Exterior Lighting Fixtures <i>(Unit controlled)</i>		X
Exterior Lighting Fixtures <i>(All other)</i>	X	
Exterior Hose Bibs <i>(serving Unit)</i>		X
Exterior Hose Bibs <i>(All other)</i>	X	
False Ceilings <i>(those lowered below any area of sprayed-on acoustical finish)</i>		X
Fences/Gates <i>(patio &amp; perimeter)</i>	X	
Fireplaces <i>(maintenance, repair, replacement of firebox, flue, chimney, spark arrestor, spark arrestor, cap, etc.)</i>		X
Fixtures <i>(within Unit)</i>		X
Flooring <i>(within Unit, including subfloor)</i>		X

ITEM	ASSOCIATION'S RESPONSIBILITY	UNIT OWNERS' RESPONSIBILITY <sup>1</sup>
Foundations ( <i>building</i> )	X	
Furniture & Furnishings ( <i>within Unit</i> )		X
Garage Door ( <i>openers/remotes- repair or replacement</i> )		X
Garage Door ( <i>mechanical opening equipment</i> )		X
Garage Interiors ( <i>cleaning &amp; maintenance of interior surfaces</i> )		X
Garage Structure ( <i>maintenance, repair &amp; replacement</i> )	X	
Garbage Enclosures	X	
Glass Windows, including: <i>Glass within doors</i> <i>Window screens</i> <i>Frames</i>		X X X
Gutters & Downspouts	X	
Heating Equipment ( <i>all parts including condenser/ compressor &amp; all pipes, conduits and wires</i> )		X
Improvements ( <i>upgrades to home interiors</i> )		X
Interior Finished Surfaces & Drywall of: <i>Baseboards</i> <i>Ceilings</i> <i>Floors</i> <i>Floor Coverings</i> <i>Painted Surfaces</i> <i>Walls</i>		X X X X X X
Irrigation System	X	
Kitchen Appliances		X
Landscaping ( <i>general common area</i> )	X	
Landscaping ( <i>exclusive use Balconies &amp; Patios</i> )		X
Mailbox ( <i>locks &amp; keys</i> )		X
Mailbox Structures	X	
Mold/Toxics remediation ( <i>within Unit</i> )		X
Open Spaces	X	
Parking Spaces ( <i>cleaning</i> )		X
Parking Spaces ( <i>maintenance &amp; repair</i> )	X	
Patios ( <i>cleaning</i> )		X
Patio Decking ( <i>owner installed</i> )		X
Patio Structure	X	
Personal Property		X
Pest eradication ( <i>within Unit</i> )		X
Plumbing ( <i>including fixtures</i> )		X
Private Streets ( <i>including curbs, lights, walks, etc.</i> )	X	
Roofs	X	
Sewer Clean-outs & Laterals ( <i>serving one Unit</i> )		X
Shoreline Improvements, including <i>rip-rap</i>	X	
Showers ( <i>within Unit</i> )		X
Shower Valves ( <i>for Unit showers</i> )		X
Siding ( <i>stucco or wood</i> )	X	
Sinks Faucets & Drains ( <i>within Unit</i> )		X
Skylights		X
Solar Devices		X

ITEM	ASSOCIATION'S RESPONSIBILITY	UNIT OWNERS' RESPONSIBILITY <sup>1</sup>
Stairways ( <i>exterior</i> )	X	
Subflooring ( <i>including interior finished surfaces that cover the subflooring. Excluding, however, flooring materials such as carpet, tile and/or vinyl</i> )		X
Telephone lines ( <i>serving a single Unit including lines running to the main box in each building</i> )		X
Television Cables ( <i>including television/cable service lines from main box in each building to owner's Unit</i> )		X
Toilets		X
Utilities ( <i>provide service to a single Unit</i> )		X
Utility Services ( <i>beyond the point of exclusive service to one (1) Unit that are not otherwise maintained by the Utility Company</i> )	X	
Walkways & Sidewalks	X	
Walls ( <i>within Unit</i> ): <i>framing/structure</i> <i>drywall &amp; finishes</i>	X	X
Water Heaters ( <i>within Units</i> )		X
Windows ( <i>maintenance, repair &amp; replacement of glass, frames &amp; screens, painting of interior frame surfaces</i> )		X
Window Frames ( <i>painting of exterior surfaces</i> )	X	
		X

<sup>1</sup> **OWNERS ARE ALSO RESPONSIBLE FOR:**

Any damage to **any** part of the complex caused by negligent or willful acts or omissions of the owner and/or owner's family, lessees, tenants, licensees, guests, invitees, and/or contract purchasers.

Any damage resulting from problems that originates from the unit as described in the CC&Rs, particularly those items maintained exclusively by that unit owner(s).