

BOOK PAGE

When recorded mail to:

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 Unit 16
 Fair Oaks, Calif.
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AMENDMENT TO "DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS" OF FAIRWAY TWO CONDOMINIUMS

Pursuant to the authority of Paragraph 17, Amendments of the Declaration of the Covenants, Conditions and Restrictions of Fairway Two Condominiums, the Declaration is hereby amended as follows:

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Whereas, by Amendment dated 23 April, 1975, the Declaration provides in pertinent part: "Whereas, it is the purpose of this Amendment to establish the Project, as designated in the Declaration, as an Adult Community by requiring that no person under the age of 18 years may be a resident of any Unit as such is defined in Paragraph 1, Definitions of the Declaration."

In implementation of the above quoted statement of purpose, the said Amendment further provides in Paragraph 10A, Proper Use of Premises, of the Declaration, in pertinent part, "No person under the age of 18 years may be a resident of any unit."

Existing statutory law prohibiting unreasonable discrimination by business establishments was recently interpreted by the Supreme Court of California in O'Connor v. Village Green Owners Association, 33 Cal. 3d 790, as prohibiting the enforcement by a condominium homeowners association of restrictions in the Covenants, Conditions And Restrictions of a condominium development that limited residency to persons 18 years of age and older.

Since the effect of the quoted restrictive provision of Paragraph 10A of the Declaration is to establish a minimum age of 18 years as a condition for residency of any unit, and the effect of the restrictive provision considered in the decision of the Court in 33 Cal. 3d 790 was also to establish a limitation for residency of a minimum age of 18 years, it is clear that in effect the two clauses are identical. As such, the quoted provision of Paragraph 10A falls within the purview of the decision 33 Cal. 3d 790 and is thus unenforceable. Accordingly, it is considered that no useful purpose would be served by the continued inclusion of this clause in Paragraph 10A of the Declaration, and, in the interest of avoiding possible error or misinterpretation, it is the purpose of this amendment to delete such provision from the Declaration and also to delete the reference statement of purpose of the amendment regarding establishing the project as an Adult Community by requiring that no person under the age of 18 years may be a resident of any Unit.

Now therefore, the Declaration is hereby amended to provide:

**AMENDMENT TO "DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS" OF FAIRWAY TWO CONDOMINIUMS**

That portion of the amendment which provides, "Whereas, it is the purpose of this Amendment to establish the Project, as designated in the Declaration, as an Adult Community by requiring that no person under the age of 18 years may be a resident of any Unit as such is defined in Paragraph 1 L Definitions of the Declaration," is hereby deleted in its entirety.

That portion of Paragraph 10A, Proper Use of Premises, which provides "No person under the age of 18 years may be a resident of any Unit," is hereby deleted.

In witness Whereof, the undersigned Unit Owners have this 21 day of October, 1986, executed the within Amendment.

Unit Number

- 1 Harmon W. Willard
- 2 N. Soderberg
- 3 Rollie Cohen
- 4 Walter J. Steinman
- 5 Ted T. Ray
- 6 _____
- 7 Carter E. Miller
- 8 _____
- 9 Gerald B. Macke
- 10 Sheepie L. Jones
- 11 Erving E. Hagg
- 12 Sam J. Nathman

Unit Number

- 13 Louis J. Nathman
- 14 _____
- 15 E. L. McClure
- 16 Phillip M. Jones
- 17 Vina L. Clarkson
- 18 Melissa Vesperis
- 19 Margie C. Rickett
- 20 R. J. Procke
- 21 _____
- 22 Dorothy L. Evans
- 23 Sam J. Nathman
- 24 Walter J. Steinman
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- 100 Walter J. Steinman

Witness: Jeremiah F. Healy
Jeremiah F. Healy

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J. G. [unclear]
COUNTY CLERK - SACRAMENTO

Jeremiah F. Heath 4856
7435 Fairway Two #14
Fair Oaks, Ca.
95628

[Handwritten signature]



AMENDMENT TO "DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF FAIRWAY TWO CONDOMINIUMS"

Pursuant to the authority of Paragraph 17, Amendments, of the Declaration of the Covenants, Conditions and Restrictions of Fairway Two Condominiums, the Declaration is hereby amended as follows:

Whereas, it is the purpose of this amendment to change the date for holding the Annual Meeting of the voting Owners from the second Tuesday of April of each year, which date is subject to the proviso that the meeting may not be earlier than the second Tuesday in March or later than the second Tuesday in May, all as presently provided in Paragraph 5F, Meetings, of the Declaration, by providing in lieu thereof that beginning with the year 1983 the Annual Meeting shall be held on the second Tuesday of October at 7:30 P.M., which date shall be subject to the proviso that such Annual Meeting may not be held earlier than the second Tuesday in September nor later than the second Tuesday in November, and

Whereas, it is the purpose of this amendment to increase the term of each elected member of the Board of Directors from a period of one (1) year, as presently designated in Paragraph 5H (2) of the Declaration, to a period of two years. It is the further purpose of this amendment to change that portion of Paragraph 5H (2) which provides that the terms of all Directors shall commence and terminate on the same day, to provide in lieu thereof that the terms of all Directors shall commence and terminate in a rotating manner in alternate years so that in even-numbered years there

Page 1

will be elected two Board Members and in the odd-numbered years there will be elected the remaining three Board Members, thus assuring through a staggered Board Membership a continuity of experience through each annual election. To achieve the overlapping of terms of office of the five Board Members, the Directors holding the offices of Chairman and Secretary-Treasurer who were elected at the Annual Meeting in 1982 will have terms of office of two years until 1984. The remaining three Directors elected in 1982 will hold office until the Annual Meeting in October 1983, following which all terms of office will be for a period of two years, and

Whereas, it is the purpose of this amendment to change the calendar year reporting requirements extending from January 1st to December 31st, as presently provided in Paragraph 5N, Annual Operating Statement, together with the calendar year basis of Computation of Maintenance Assessments as provided in Paragraph 6B, Monthly Assessments, and Paragraph 6C, Special Assessments, of the Declaration, to an annual fiscal year reporting and computation requirement to extend from July 1st to June 30th. This change shall be effected by the following actions. First, there shall be added the following as the first sentence of Paragraph 5N, "The financial affairs of the Association shall be conducted on a fiscal year basis, such fiscal year to extend from July 1st to June 30th." Second, wherever the words "calendar year" appear in Paragraphs 5N, 6B and 6C of the Declaration, they are to be deleted, and in lieu thereof there shall be substituted the words "fiscal year" and

Whereas, it is the purpose of this amendment to increase the quorum of the Board of Directors from two members, as presently designated in Paragraph 5H (6) of the Declaration, to three members.

NOW, Therefore the Declaration is hereby amended to provide:

1. Paragraph 5F, Meetings of the Declaration is hereby amended as follows. Following the word "Thereafter" as it appears in the second sentence of Paragraph 5F there shall be inserted the following, "beginning with the year 1983." The word "April" is deleted from the second sentence thereof, and the word "October" is substituted therefor. The word "March" is

deleted from the second sentence thereof, and the word "September" is substituted therefor. The word "May" is deleted from the second sentence thereof, and the word "November" is substituted therefor.

2. Paragraph 5H (2), Election of Board of Directors, of the Declaration is hereby amended by deleting the word "one" from the second sentence of subparagraph (2) and substituting the word "two" in lieu thereof. The words "on the same day" as they appear in the final sentence of subparagraph (2) are hereby deleted and the following is substituted in lieu thereof, "in a rotating manner in alternate years so that in even-numbered years there will be elected two Board Members and in odd-numbered years there will be elected three Board Members."

3. Paragraph 5N, Annual Operating Statement, of the Declaration is hereby amended by adding thereto the following sentence. "(1) The financial affairs of the Association shall be conducted on a fiscal year basis, such fiscal year to extend from July 1st to June 30th." Wherever the words "calendar year" appear in Paragraphs 5N, 6B, and 6C, such words shall be deleted and there shall be substituted in lieu thereof, the words "fiscal year."

4. Paragraph 5H (6), Election of Board of Directors, of the Declaration is hereby amended by deleting the word "two" from the first sentence of subparagraph (6), and substituting the word "three" in lieu thereof.

IN WITNESS WHEREOF, the undersigned Unit Owners have the 3 day of August, 1982, executed the within amendment.



18	Wm. L. McLean
12	Levin J. Kattman
13	Levin J. Kattman
14	Wm. L. Brown
11	Erling E. Hegg
17	Wm. L. Peterson
19	Margaret A. Robert
2	Wm. L. Peterson
3	Rollin Cohoon
7	Carter E. Miller
6	Wm. L. Peterson

Unit
No.

10 Alfred E. White
24 Alfred E. White
15 Ellen J. McClure
7 Robert M. White
22 Fred L. Evans
20 Robert F. Parker
1 Samuel H. White
1 Thomas H. White
16 Samuel H. White

Witness: James A. Baker

Healy
STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) SS.

On this 9th day of May, 1975 before me, Dayle L. Dunn
a Notary Public in and for said Sacramento County, duly commissioned and
sworn, personally appeared Jeremiah F. Healy known to me to be the
same person whose name is subscribed to the within instrument, as a witness thereto,
who, being duly sworn, deposed and said, that he resides in the Said
County of Sacramento, State of California, that he was present and saw
Freddie L. Evans, M. Soderbery, Allane M. Collins, Maxine P. Deignan, Phyllis
Henderson, Lewis J. Kattman, W. J. Brown (Personally known to him to be the persons
described in and who executed the said instrument as parties thereto), sign and execute
the same, and that, at their request, he, the said affiant, thereupon subscribed his
name as a witness thereto.

WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my
office, on the said County of Sacramento the day and year in
this certificate first above written.



Dayle L. Dunn
Notary Public

My Commission Expires: Sept 6, 1977

STATE OF CALIFORNIA.

Sacramento

County of

On this 23rd day of April, 1975, before me, Dayle L. Dunn

a notary public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared
Thayer T. Prentice and _____
known to me to be Vice President and _____, respectively, of
THE BANK OF CALIFORNIA National Association, the corporation described in and that executed the within instru-
ment, and also known to me to be the persons who executed it on behalf of the said corporation therein named, and they
acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its
board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county and state
aforesaid the day and year in this certificate first above written.



Dayle L. Dunn
NOTARY PUBLIC
Dayle L. Dunn
Type or Print in Ink Name of Notary Public
in and for the Said County of
Sacramento State of California

AND RESTRICTIONS OF "NORTHRIDGE COUNTRY CLUB CONDOMINIUMS"

Pursuant to the authority of Paragraph 17, Amendments of the Declaration of Covenants, Conditions, and Restrictions of Northridge Country Club Condominiums, the Declaration is hereby amended as follows:

Whereas, it is the purpose of this amendment to change the title of the project as designated in the Declaration of Covenants, Conditions, and Restrictions of Northridge Country Club Condominiums from "Northridge Country Club Condominium" to the title of "Fairway Two Condominiums", thereby eliminating any reference in said Declaration either to "Northridge Country Club Condominium" or to "Northridge County Club Condominium" as such terms are used interchangeably throughout said Declaration, and substituting in lieu thereof the term "Fairway Two Condominiums". It is the further purpose of this amendment to delete the reference in Paragraph 6 K, Association Bank Account, of the Declaration, to "Northridge Condominium Maintenance Fund Account", and to substitute in lieu thereof the designation "Fairway Two Homeowners Association", and

Whereas, it is the purpose of this amendment to establish the Project, as designated in the Declaration, as an Adult Community by requiring that no person under the age of 18 years may be a resident of any Unit as such is defined in Paragraph 1 ~~4~~, Definitions, of the Declaration; and

Whereas, it is the purpose of this amendment to require, in the interest of assuring the proper use of premises by each Unit owner through the alleviation of sound effects resultant from the occupancy of such premises by the Unit Owners, that the second floor Units of the Project be maintained in a completely carpeted state, including separate padding to be placed under such carpet, which carpet shall cover each room of said Unit and extend from wall to wall thereof; and

Whereas, it is the purpose of this amendment to increase the Board of Directors from three members as presently designated in Paragraph 5 H (1) and (2) of the Declaration to five members.

NOW, Therefore the Declaration is hereby amended to provide:

1. Whenever the title "Northridge Country Club Condominium" or the title "Northridge County Club Condominium" may appear in said Declaration, these titles are hereby deleted from said Declaration and there shall be substituted in lieu thereof the following title, "Fairway Two Condominiums". Further, the title "Northridge Condominium Maintenance Fund Account" is hereby deleted from Paragraph 6 K, Association Bank Account of the Declaration and there shall be substituted in lieu thereof the following title

*Amendment to Declaration Book 73-08-07 page 365
as amended in Book 75-15-21 page 673*

"Fairway Two Homeowners Association".

2. Paragraph 10 A, Proper Use of Premises, of the Declaration, is hereby amended to provide as follows:

"10. Proper Use of Premises:

"A. Each Unit shall be used as a residence for a single family and for no other purpose.

"If the owner of an Unit is the sole occupant of said Unit, said Owner may lease a portion of the Unit to one other individual or the Owner may allow one individual to share said Unit as a residence.

"No person under the age of 18 years may be a resident of any Unit. A person who occupies a Unit as a guest of an Owner or as a guest of the tenant of an Owner for a period of not to exceed thirty days during any calendar year shall not be considered a resident for purposes of this Paragraph."

3. Paragraph 10, "Proper Use of Premises" of the Declaration is hereby amended by adding thereto the following sub-paragraph:

L. In the interest of assuring the proper use of premises by each Unit Owner through the alleviation of sound effects resultant from the occupancy of such premises by the Unit Owners, the second floor of the Project will be maintained in a completely carpeted state, including separate padding to be placed under such carpet which carpet shall cover each room of said Unit and extend from wall to wall thereof.

4. Paragraph 5 H (1) and (2), Election of Board of Directors, of the Declaration, is hereby amended by deleting the word "three" from sub-paragraphs (1) and (2), and substituting the word "five" in lieu thereof.

IN WITNESS WHEREOF, the undersigned Unit Owners have the 23 day of April, 1975, executed the within Amendment

Dudman, E. E. E.

W. J. E. E.

W. J. E. E.

W. J. E. E.

Phyllis Henderson

Louis J. Gattuso

W. J. E. E.

W. J. E. E.

WITNESSED BY: Jeremiah F. Healy

The Bank of California, N.A.

BY: W. J. E. E.

Handwritten: Hally

INDEX TO
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTHRIDGE COUNTY CLUB CONDOMINIUMS

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

OF

NORTHRIDGE COUNTRY CLUB CONDOMINIUM

THIS DECLARATION is made this _____ day of _____, 1973, by C. S. WHITSON, a married man as his sole and separate property and CONDO ENTERPRISES, INC., a California corporation, hereinafter collectively referred to as "Declarant".

R E C I T A L S:

THIS DECLARATION is made with reference to the following facts:

A. Declarant is the owner of all that certain real property located in the unincorporated area of Carmichael, County of Sacramento, State of California, described on Exhibit "A" attached hereto and by this reference incorporated herein.

B. Said real property is a Project within the meaning of California Civil Code Section 1350 (3) and is subject to the provisions of the California Condominium Act (Title VI, Page IV, Section 1350 - 1370, inclusive) and it is the desire and intention of the Declarant to subdivide and develop the real property described therein into Condominiums pursuant to the Condominium Plan attached as Exhibit "B" attached hereto and incorporated herein by reference, and to impose on said real property mutual beneficial restrictions under a general plan or scheme of improvement for the benefit of all of the subject Units and of the subject Common Area and the future owners of said Units and Common Area.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "A" is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the following limitations,

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& REGALIA
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EASTERN CENTER
9100 VALDEZ ST., 10TH FLOOR
OAKLAND, CALIF. 94618

restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said real property as a Condominium Project and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the real property and every part thereof. All of the limitations, covenants, restrictions, and conditions shall run with the real property, shall be binding on all parties having or acquiring any right, title, or interest in the described real property or any part thereof, and shall be for the benefit of each owner of any portion of said real property or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the said limitations, easements, uses, obligations, covenants, conditions and restrictions shall be deemed to be, and shall be construed as equitable servitudes, enforceable by any of the owners of any of the individual units against any other owner, tenant or occupants of the property, or any portion thereof.

1. DEFINITIONS. Unless the context clearly indicates a different meaning therefor, the terms used herein shall have the meanings given to them in the Deed, the Condominium Plan and as hereinafter defined as follows:

A. Association: The term "Association" shall mean and refer to the NORTHRIDGE COUNTY CLUB CONDOMINIUM HOMEOWNERS' ASSOCIATION, an unincorporated association composed of all unit owners in the Project.

B. Board: The term "Board" shall mean the Board of Directors of the Association as provided in this Declaration.

C. Condominium: The term "Condominium" refers to the Unit together with the undivided interest in the Common Area conveyed in fee to an Owner and all easements appurtenant thereto

all as more particularly defined in Section 783 of the Civil Code of the State of California.

D. Common Area: The term "Common Area" refers to that portion of the Project which is not included within any Unit, as shown on the Plan. Common Area shall include, but shall not be limited to, Restricted Common Area, all facilities and improvements located within the Common Area including the swimming pool, drive-ways, open spaces, planted and landscaped areas, roofs, foundations, stairs, walkways, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, bearing walls and columns and girders to the unfinished surfaces thereof, regardless of location, and all other improvements which may be placed upon or located in the Common Area.

E. Declarant: The term "Declarant" shall mean and refer to C. S. WHITSON, a married man as his sole and separate property, and COMBO ENTERPRISES, INC., a California corporation, their successors and assigns, if such successors and assigns acquire more than one Unit for the purpose of resale to another.

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

G. Family: The term "Single Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with their domestic servants, who maintain a common household in a Unit.

H. Manager: The term "Manager" refers to the person or corporation appointed as such pursuant to Paragraph 5(0) hereof.

I. Plan: The term "Plan" shall mean the Condominium Plan referred to in Section 1351 of the California Civil Code, duly recorded herewith and attached hereto as Exhibit "B" and by this reference incorporated herein.

J. Project: The term "Project" shall mean the

entire parcel of real property described on Exhibit "A" which is divided or to be divided into Condominiums, including all structures thereon.

K. Restricted Common Area: The term "Restricted Common Area" as used herein and on the Plan shall mean that portion of the Common Area, the exclusive use of which is restricted to a particular Unit. Restricted Common Area shall include the numbered Storage Spaces, S-1 through S-24, inclusive and Parking Garages or Carports, P-1 through P-36, inclusive, as shown on the Plan. An exclusive easement for the use and possession of not less than one particular parking stall and one particular storage area shall be granted to each Condominium Unit Owner by the Grant Deed at the time of conveyance of title to his Condominium Unit.

L. Unit: The term "Unit" shall mean the elements of a Condominium not owned in common with the owners of other Condominiums in the Project. Each Unit shall consist of an individual apartment residence, which is a numbered parcel or unit as shown, defined and delineated on the Plan, and the balcony, portico or patio area or areas directly adjoining said apartment residence bearing the same number as said apartment residence. The air-conditioning condensers shown on the Plan as parcels A.C. 9 to A.C. 24, situated outside of Units 9 through 16, inclusive, shall constitute a portion of the Unit which bears the same number on the plan as does said parcel.

The boundary lines for said apartment residence portion of each Condominium Unit are the interior unfinished surfaces (exclusive of paint, paper, wax, tile enamel or other finishes), of the ceilings, floors, perimeter walls, bearing walls, interior beams and columns, windows and window frames, doors and door frames and trim, and the interior and/or exposed surfaces of the fireplaces, if any, (excluding the flue), and the airspace so encompassed, excluding all bearing walls and all walls containing any utility conduit to the unfinished surfaces of any such walls. The horizontal boundary lines for said balcony,

portico or patio area are the interior finished surfaces of the perimeter walls thereof and the interior finished edge of the railings, fences or gates thereof, and the airspace so encompassed to the vertical limits identical to that of the adjoining apartment residence portion of said Unit, all as more particularly defined and delineated on the Plan.

M. Unit Owner: The term "Unit Owner" refers to the holder or holders of record fee title to the Condominium including Declarant with respect to each Condominium owned by Declarant.

2. WAIVER OF PARTITION: There shall be no Judicial Partition of the Project or any part thereof, and, except as provided in Code of Civil Procedure Section 752 b, each Unit Owner, and the successors of each Owner, whether by deed, gift, devise or operation of law, for their own benefit and for the Units and for the benefit of all other Unit Owners, specifically waive and abandon all rights, interests and causes of action for a judicial partition of the tenancy in common ownership of the Project and do further promise and covenant that no action for such judicial partition shall be instituted, prosecuted, or reduced to judgment until the happening of the conditions set forth in Paragraph 15 hereof; PROVIDED, HOWEVER, that if any condominium shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-owners of a single condominium.

3. PROPERTY SUBJECT TO DECLARATION:

All of the real property described on Exhibit "A" attached hereto is hereby declared to be subject to these Restrictions.

4. COMMON AREA: The undivided interest in the Common Area hereby established and which shall be conveyed to each Unit Owner with each respective Unit is an undivided one-twenty-fourth (1/24th) interest. The undivided interest in the Common Area

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& REGALIA
STARR BUILDING
Kaiser Center
2128 VALDEZ ST., 14TH FLOOR
OAKLAND, CALIF. 94612
TEL (415) 465-3000

force of title to such Unit. Any attempt to make a prohibited transfer is void.

C. Voting Classes: The Association shall have two (2) classes of voting members:

(1) Class A: Class A members shall be all Unit Owners with the exception of Declarant. Class A members shall have one (1) vote for each Unit. When more than one person owns a single condominium Unit, all Owners shall be Members of the Association and the vote for such Unit shall be exercised as the Owners among themselves determine. However, the vote for each Unit must be cast as a unit. Fractional votes shall not be allowed and in no event shall more than one vote be cast with respect to any one Unit. Any designation of an agent to vote for co-owners of a Unit must be signed by all co-owners.

A Class A member who has sold his property to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments until fee title to the property sold is transferred.

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

(a) When the votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) December 31, 1974; or

(c) Two years after the issuance of the most recent Final Subdivision Public Report covering the Project.

D. Voting Procedures: Any vote may be cast by an Owner in person or by proxy. All proxies shall be in writing, dated, signed by the Owners and filed with the Board of Directors before the commencement of any meeting. No proxy shall extend beyond a period of eleven (11) months after the filing of such proxy with the Board. Every proxy shall automatically cease upon the sale of the Unit by the Owner. When voting for the election or removal of a director or directors, each Owner may cumulate his votes as provided in the California Corporations Code.

E. Quorum for Meeting: At the first meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If any meeting cannot be held because the required quorum is not present, Unit Owners present may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. The required quorum at the adjourned meeting shall be twenty-five percent (25%) of all the votes of each class of membership.

F. Meetings: The first meeting of the voting Owners shall be held within six (6) months after the sale of the first unit, or within thirty (30) days after the sale of fifty-one percent (51%) of the Units in the Project, whichever first occurs. Thereafter, there shall be annual meeting of the voting Owners, which annual meeting shall be held on the second Tuesday of April of each year at 7:30 p.m. in the Unit of the Chairman of the Board or at such other time or place as may be designated by written notice of the Board delivered to the voting Owners not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting, provided that said regular meeting may not be earlier than the second Tuesday in March, or later than the second Tuesday in May. The Board shall give written notice of the regular meeting to each voting Owner at least ten (10) days but not more

than thirty (30) days before said meeting. The Board shall give written notice of a special meeting of the voting Owners not less than fifteen (15) days and not more than forty-five (45) days prior to the date fixed for said meeting. Any notice of any regular or special meeting shall specifically state the time, place and date thereof, and state the general nature of the business to be transacted thereat. Unless otherwise expressly provided herein, any action may be taken at any regular or special meeting of the voting Owners upon the affirmative vote of a majority of the voting Owners of each class present at such meeting. All meetings shall be conducted in the manner prescribed in Robert's Rules of Order.

If any meeting cannot be held because a quorum is not present, the Unit Owners present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, as otherwise provided law.

G. Notices: Any notice permitted or required to be delivered as provided herein may be delivered either personally or by registered or certified mail, return receipt requested. If delivery is made by mail, the same shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Board for the purpose of service of such notice or to the unit of such person if no address has been given to the Board. Such address may be changed from time to time by notice in writing to the Board.

II. Election of Board of Directors:

(1) Prior to the election of the Board of Directors at the first meeting of the Unit Owners, Allen H. Trant shall serve as the Manager of the Project at the sole cost and

expense of Declarant. Said Manager shall serve in such capacity until six (6) months after the sale of the first Unit in the Project or until fifty-one percent (51%) of the Units in the Project have been sold, whichever first occurs, at which time a special meeting of the Members shall be held for the purpose of electing a new Board of Directors as provided in Subparagraph F above. At said special meeting a Board of three (3) directors shall be elected, to serve until the first regular annual meeting of the Association, or until their successors are elected.

(2) At each annual meeting, the voting Owners shall elect three (3) of their number to act as a Board of Directors (hereinafter sometimes called "Board" or "Manager") for the forthcoming year. The term of a Director shall be for a period of one (1) year. The director must be a Unit Owner and a resident of the Project. The terms of all Directors shall commence and terminate on the same day.

(3) The Board may delegate its duties to a professional building management firm. Such delegation must be approved by a vote of at least sixty percent (60%) of the voting Owners, and any contract for such professional management firm shall not exceed one (1) year.

(4) Temporary absence for a period not exceeding four (4) months shall not affect a person's status as a unit Owner, nor disqualify him for service as a Director. The Board shall select one of their number as Chairman who shall preside at any regular or special meeting of the voting Owners. Each Director shall serve until his successor is elected at a regular or special meeting of the voting Owners, or until his resignation, judicially declared incompetence, loss of status as a Unit Owner, or loss of status as a resident of the building. In the event of a vacancy in the office of a Director, such vacancy may be filled by the remaining Directors appointing a new Director to fill such posi-

tion for the unexpired term of such vacancy. Every voting Owner entitled to vote at any election for a Director or Directors may cumulate his votes and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which he is entitled, or distribute his votes on the same principle among as many candidates as he thinks fit.

(5) Any Director may resign at any time by delivering a Notice of Resignation to each Unit Owner in the manner provided in Paragraph G. Any Director or all of the Directors may be removed from office at any regular or special meeting by an affirmative vote of a majority of all votes eligible to be cast. However, unless the entire Board is removed an individual Director shall not be removed if the number of shares voted against the resolution for his removal exceeds the quotient arrived at when the total number of votes by voting Owners entitled to vote is divided by one plus the authorized number of manager. Each of the Directors may receive a fee or compensation for their services as such in an amount which is agreed upon by Unit Owners (other than the Declarant and the Directors themselves) owning at least fifty-one percent (51%) of the Unit Ownership.

(6) A quorum of the Board shall consist of any two members of the Board. Any action to be taken by the Board shall be by a majority vote of the Board present at said meeting. If for any reason the Board fails to have a quorum, or having a quorum, are unable to act by majority vote, the matter on which they are unable to act may be submitted to a meeting of the Unit Owners called for that purpose, and the action taken by the Unit Owners shall thereupon be final in lieu of any action to be taken by the Manager.

I. Authority of the Board of Directors:

The Board shall, and shall have authority to, obtain and pay for out of the maintenance fund for the benefit of

the Unit Ownerships and the Unit Owners, the following:

- (1) Water, sewer, garbage, electrical, gas, telephone and other necessary utility service for the Common Area and (to the extent not separately metered or charged) for the Units.
- (2) Gardening and landscaping services for the Common Area.
- (3) Elevator maintenance and service charges, if elevators are included in the Project.
- (4) Charges for maintaining, vacuuming and cleaning any portion of the Common Area.
- (5) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable value of the Units and Common Area, payable as provided in Paragraph 15 hereof, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear. Each policy shall provide that it shall not be cancelled without at least ten (10) days prior written notice to the Association and to each of the Unit Owners. The Board shall review the limits of such insurance for adequacy at least every three (3) years, and shall increase the same, if necessary, to provide such coverage and protection as is customarily carried by prudent property owners in the County in which the Project is situated. Said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each Condominium, if any.
- (6) A policy or policies of comprehensive public liability insurance insuring the Association, the Board, the Owners, and any Manager appointed as hereinafter provided against any liability to the public or to the Unit Owners incident to the

Ownership and/or use of the Project and to protect against any liability to the public or to any Unit Owner incident to the use of, or resulting from any accident or intentional act occurring in or about, any Unit. The minimum limits of such insurance shall be not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for any person injured, THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for any one accident, and FIFTY THOUSAND DOLLARS (\$50,000.00) for property damage. The Board shall review the limits and coverage of such insurance at least every three (3) years and shall increase the same, if necessary, to provide adequate coverage and protection to the Association, Board and Unit Owners. Said policy or policies shall provide cross liability endorsement wherein the rights of named insureds thereunder shall not be prejudiced as respects any action by one insured thereunder against another named insured.

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

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

(9) Legal, accounting and management services necessary or property for the maintenance and operation of the Common Area or the enforcement of this Declaration.

(10) If requested in writing by a majority of the Unit Owners, a fidelity bond naming the Board and such other persons as the Owners may designate as principals, and the Unit

Owners as oblig. a in an amount equal to at least one-half (1/2) the total sum collected through the maintenance fund during the preceding year.

(11) All taxes and assessments, if any, levied or assessed separately against Common Area;

(12) Painting, maintenance, repair and all landscaping of the Common Area and Restricted Common Area.

(13) Any lien or encumbrance, including taxes, levied against any Condominium which, in the opinion of the Board, may constitute a lien against the Common Area; PROVIDED, HOWEVER, the Board shall levy a special assessment against such Condominium for the amount thereof. Where one or more persons are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners.

(14) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Area or preserve the appearance and value of the Project, and the Owner or Owners of said Unit have failed or refuse to perform said maintenance or repair within a reasonable time after written notice of the necessity therefor delivered by the Board to said Unit Owner. The Board shall levy a special assessment against such Condominium for the cost of said maintenance or repair.

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

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

J. Capital Improvements: The Board may purchase or construct capital improvements in the Common Areas and assess the Unit Owners for the costs thereof, provided that if the cost of such capital improvement, including furniture and fixtures, shall be in excess of One Thousand Dollars (\$1,000.00) the authorization for such purchase must be by the affirmative vote of at least two-thirds (2/3rds) of each class of membership voting in person or by proxy at a meeting duly called for this purpose.

K. Power of Attorney: Whenever Partition may be had pursuant to Code of Civil Procedure Section 752(b), or this Declaration, each Unit Owner, his successors and assigns, does hereby grant to the Board an irrevocable Power of Attorney to sell the entire Project covered hereby for the benefit of all of the Unit Owners thereof, said power of sale to be exercised pursuant to Civil Code Section 1355(b) (9);

L. Maintenance of Common Area: The Board shall have full power and authority to act for and on behalf of all of the Unit Owners, and shall keep and maintain the Common Area, including the Restricted Common Area in good condition and repair; shall provide for lighting, landscaping, gardening, and janitorial services as needed, for the Common Area, and shall cause any and all other acts to be done which may be necessary to assure the maintenance of the Common Area in first class condition and repair including painting of the exterior of the building and such other portions of the Common Area as the Board in its discretion determines to be necessary; PROVIDED, HOWEVER, no contract executed by the Board for materials and/or services for the Common Area shall

exceed one (1) year in duration unless the prior approval of a majority of the Association members, excluding Declarant, has been first obtained by the Board.

M. Authority for Reasonable Entry for Maintenance or Construction: The Board, or its agents, may enter any Unit, and any Restricted Common Area, whenever such entry is reasonably necessary in connection with the performance of any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to a Unit Owner as practicable.

N. Annual Operating Statement: The Board shall prepare an annual Operating Statement reflecting income and expenditures of the Board from the maintenance fund for the preceding calendar year and the allocation thereof to each Unit. A copy of such report shall be distributed to each Unit Owner within ninety (90) days after the end of each calendar year.

O. Additional Insurance by Unit Owner: No provision contained herein shall be construed to prevent any Unit Owner from obtaining such additional insurance coverage as such owner may consider necessary or desirable to protect himself or his Condominium Unit.

P. Power to Convey: The Board shall have the right, power and authority on behalf of the Unit Owners to transfer and convey easements and licenses for use of the Common Area, upon the assent (by vote or written consent) of two-thirds (2/3rds) of each class of members.

Q. Manager: The Board may delegate the daily management duties to a manager who is subject to the direction and control of the Board of Directors, or to a professional manager or management company, provided that any contract with such professional manager or management company, and the compensation to be paid, is approved by at least fifty-one percent (51%) of the members of each class of the Association entitled to vote. The hiring of any such management firm shall not be for a term in excess of one

(1) year without the consent of at least fifty-one percent (51%) of the Class A members.

R. Consolidations and Mergers: To the extent permitted by law, the Association may participate in mergers and consolidations with other unincorporated Associations organized for the same purposes of this Association provided that any such merger or consolidation shall have the assent of a majority of the voting power of each class voting in person or by proxy at a meeting duly called for this purpose. Written notice of said meeting which shall set forth the purpose of meeting shall be given to all members of at least thirty (30) days in advance of the meeting.

S. Encumbering of Property: The Board shall have the power to mortgage the Common Area for the purposes of making improvements thereon, provided that any such mortgage shall have the assent of two-thirds (2/3rds) of each class of its membership at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and said notice shall set forth the purpose of the meeting.

T. Dedication: The Board shall have the power to dedicate any of the Common Area to an appropriate public authority for public use, provided that any such dedication shall have the assent of seventy-five percent (75%) of each class of membership.

U. Rules:

(1) The Board may, from time to time, and subject to the provisions of this Declaration, propose such rules as the Board may deem necessary for the management of the Project, which rules shall become effective and binding on all Unit Owners after adoption by seventy-five percent (75%) of each class of membership at a meeting duly called for that purpose, or by the written consent of the above number of Unit Owners appended to a copy of the proposed house rules.

(a) Use of the Common Area, including the Restricted Common Area;

- (b) Signs;
- (c) collection and disposal of refuse;
- (d) Minimum standards of maintenance

of the property;

(e) Any other subject or matter within the jurisdiction of the Association as provided in this Declaration.

(2) With respect to Subparagraph (1) above, the Rules may, without limitation and to the extent deemed necessary, by the Association in order to preserve the benefits of the Project for all owners, and the families, invitees, licensees and lessees of owners, and for guests, restrict and/or govern the use of the Common Area, by any guest, by any owner, or by the family of such owner, provided, however, that with respect to use of the Common Area, the Rules may not discriminate between owners and the families and lessees of Owners.

(3) With respect to Subparagraph (1) above, the Rules may include with respect to the Common Area, but not any public streets adjacent thereto:

- (a) Parking restrictions and limitations on the Common Area;
- (b) Limitations upon vehicular travel;
- (c) The type or types of vehicles which may be permitted to use the Common Area;

(4) A copy of the Rules so adopted shall be furnished to each Unit Owner and each Unit Owner, his family, guests, employees, invitees, licensees, or tenants shall comply with such house rules. No rules may be adopted which materially affect the rights, preferences or privileges of any Owner as established by this Declaration without the prior approval of the Department of Real Estate of the State of California.

(5) In the event of a breach of any rule by

any Unit Owner, his family, guests, employees, invitees, licensees, or tenants, the Association for and on behalf of all other owners may take such steps, as may be deemed appropriate to enforce compliance with such rule or rules.

V. The Board of Directors shall record with the County Recorder of Sacramento County a notice stating the names and addresses of the persons elected to the Board of Directors. After the recordation of the first such notice, any two (2) persons who are designated of record as being members of the most recent Board of Directors (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the current Board of Directors. The most recently recorded of such notices shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board of Directors and shall be conclusive evidence of the exercise of any authority thereby as to any bona fide purchaser or other third person who supplies labor or material to the managers, or to any other person who relies thereon in good faith.

6. MAINTENANCE ASSESSMENTS:

A. Covenant for Maintenance Assessments: Declarant hereby covenants for each Condominium Unit owned by it within the Project, and each purchaser of any Condominium unit by acceptance of a deed therefor whether or not from Declarant or subsequent Unit Owners and whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Board the assessments levied pursuant to this Paragraph 6 and thereby vest in the Board the right, power and authority to bring all actions for the collection of such charges and for the enforcement of the lien created hereby. Such right and power shall continue in the Board, and such obligations shall run with the land, so that each successive owner or owners of record of a Condominium Unit within the Project shall in turn become liable to pay all such

assessments which shall become a lien thereon during the time they are the record owner of any Condominium Unit in the Project. Each assessment levied by the Board under this Paragraph 6 shall constitute a separate assessment. Each assessment, together with interest thereon, costs of collection and reasonable attorneys' fees, shall be a charge on the Condominium Unit and shall be a continuing lien upon the Condominium Unit against which each such assessment is made. The Board, as the agent of all Owners, shall have a separate lien, and a separate lien with power of sale is hereby created upon each Condominium Unit against which an assessment is made to secure the payment of any assessments under this Paragraph 6. Each such lien for any particular month's charge shall likewise secure interest thereon if the same is not paid when due, and costs of suit and reasonable attorneys' fees to be fixed by the Court if action or suit is brought to collect such charge. The priority of all such liens shall be in inverse order so that upon the foreclosure of the lien for a particular month's charge, any foreclosure sale pursuant thereto will be made subject to all liens securing the respective monthly charges on such Condominium Unit for succeeding months. Each such assessment, together with such interest, attorneys' fees and costs of collection shall also be a separate, distinct and personal obligation of the Owner of the Condominium Unit at the time when the assessment fell due and shall bind his heirs, devisees, personal representatives and assigns. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor, but the lien for such delinquent assessment shall remain and if unpaid by such successive Owner, it may be foreclosed as herein provided. No such assumption of personal liability by a successor owner shall relieve any Owner of the personal liability for any delinquent assessment for which said owner is personally obligated hereunder. After a record Owner

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shall transfer or record title to his Condominium, he shall not be liable for any charges thereafter assessed against such Condominium. A contract seller of any Condominium Unit shall continue to be liable for all such charges until a conveyance by him of the Condominium Unit subject to the assessment is recorded in the Office of the County Recorder of the County in which the Project is situated.

B. Monthly Assessments:

(1) Regular Assessments: Within thirty (30) days prior to the beginning of each calendar year, the Board shall estimate the total charges to be paid out of the maintenance fund during such year (including a reasonable reserve for contingencies and less any expected surplus from the prior year). The Board shall allocate and assess said total charges to each Unit Owner in proportion to such Unit Owner's interest in the Common Area. The assessments shall be due and payable in monthly installments on the first day of each month during the continuance of this Declaration, unless otherwise specified by written notice by the Board. Each such assessment shall, if not paid within thirty (30) days after its due date, thereafter bear interest at the rate of nine percent (9%) per annum until paid, but the Board may, in its discretion, waive any interest in any particular instance. If any suit or action is brought to collect any such assessment, then there shall be added to the amount thereof costs of suit and reasonable attorneys' fees to be fixed by the Court and the same shall be included in any judgment in any such suit or action.

(2) Additional Assessments: In the event the Board is required to make any expenditure, the necessity for which was not foreseen at the commencement of the calendar year, or if the Board's original estimate of the annual assessment is inadequate and there are not sufficient funds available in the maintenance fund, the Board may levy an additional assessment, which additional assessment shall be charged to Unit Owners in the same proportion as regular assessments, except as otherwise

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expressly provided herein.

C. Special Assessments: In addition to the regular assessments authorized by subparagraph B hereof, the Association may levy, proportionately on each Condominium Unit in any calendar year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement upon the Common Area, including any necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of each class of the Association membership, voting in person or by proxy, at a meeting duly called for this purpose. Written notice of such meeting shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. No such special assessment shall be levied prior to the commencement of the monthly assessments as provided herein.

D. Reimbursement Assessment: The Board shall levy a reimbursement assessment against any Owner whose failure to comply with these Restrictions or the Project Rules has necessitated an expenditure of monies by the Board from the maintenance fund in performing its functions under these Restrictions. Such assessments shall be for the purpose of reimbursing the Association, shall be limited to the amount so expended and shall be due and payable to the Board when levied.

E. Non-Waiver of Assessments: The omission by the Board, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligations to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. No Owner may waive or otherwise

escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Condominium.

F. Enforcement: Each Owner of a Condominium on becoming such Owner, is and shall be deemed to covenant and agree to pay to the Board each and every of the assessments provided for in this Declaration, and shall be deemed to covenant and agree to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. Any assessment not paid when due shall be deemed to be delinquent. Any assessment not paid within thirty (30) days after the date on which it becomes due shall thereafter bear interest from the date of delinquency at the rate of nine percent (9%) per annum. Each of the Owners does hereby authorize, empower and appoint the Board, as trustee, to enforce the collection of any assessment levied pursuant to this Declaration. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law or in equity, and without any limitation of the foregoing, by either or both of the following procedures:

(1) Enforcement by Suit: By commencement and maintenance of a suit at law against any Owner or Owners personally obligated to pay assessments for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon, costs of collection, Court

costs and reasonable attorneys' fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

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

of ten (10) days after a copy of said Notice of Assessment, showing the date of recordation thereof has been mailed to the Owner of the Condominium which is described in such Notice.

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

G. Power of Foreclosure and Sale: Each of the Condominium Unit Owners does hereby grant and appoint the Board as trustee to enforce any lien created pursuant to this Declaration and to foreclose such lien by private power of sale as provided in Title XIV, Chapter 2, Article I of the Civil Code of the State of California and Civil Code Section 1356, as such statutes may be revised, amended or altered from time to time, or by judicial foreclosure and does further grant the Board, as such Trustee, the power and authority to sell the Condominium Unit of any such defaulting Unit Owner, or any part thereof, to satisfy said lien, for lawful money of the United States to the highest bidder.

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

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lien created in this Declaration in this manner and also hereby expressly waives the defense of the Statute of Limitations applicable to the bringing of any suit or action thereon.

H. Status of Assessment Lien: Upon request by any Unit Owner, the Board shall furnish, for the benefit of any prospective purchaser or present or prospective encumbrancer of such Condominium Unit, a statement showing all amounts then due which are secured by such lien. A reasonable fee, not to exceed Fifteen Dollars (\$15.00) may be charged for the preparation of such statement.

I. Certificate of Discharge of Lien: Upon payment of the delinquent assessment or the satisfaction thereof, the Board shall cause to be recorded in the same manner as the Notice of Assessment a further certificate stating the satisfaction and release of the lien thereof. A failure to record said certificate of discharge without good cause within thirty (30) days after written demand by the owner of the affected Unit shall entitle him to recover a penalty of THREE HUNDRED DOLLARS (\$300.00) from the Board plus his actual damages.

J. Subordination of Lien to Encumbrance: Notwithstanding any provision to the contrary herein contained:

(1) The lien for assessments created by this Declaration shall be subject and subordinate to and shall not affect the rights of the holder of any recorded mortgage or deed of trust upon such Condominium Unit made in good faith and for value. In the event any lien imposed under the provisions hereof is destroyed by reason of the foreclosure of any mortgage or deed of trust on the Condominium Unit subject to such lien, there shall be a lien on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, charged to such Condominium Unit after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the same

manner as provided herein.

(2) No amendment of this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment unless such mortgage joins in the execution of the amendment.

K. Association Bank Account: The Assessments collected by the Board shall be properly deposited in a separate bank account selected by the Board of Directors of the Association, which account shall be clearly designated as the NORTHRIDGE CONDOMINIUM MAINTENANCE FUND ACCOUNT. The Board shall have the control of said account and shall be responsible to the Owners for the maintenance of accurate records thereof at all times. Funds may be withdrawn from said account only upon the written signature of two appropriately authorized members of the Board.

7. ADDITIONAL INSURANCE BY UNIT OWNER: No provision contained herein shall be construed as preventing any Unit Owner from obtaining such additional insurance coverage as such Owner may consider necessary or desirable to protect himself or his interest or interests in the Project.

8. MAINTENANCE BY UNIT OWNER: The Board shall have the exclusive right to contract for all goods and services, payment for which is to be made from the maintenance fund. Each Unit Owner shall have the exclusive right at his sole cost and expense to maintain, repair, paint, paper, panel, plaster, tile and finish the interior surfaces of the ceilings, floors and the perimeter walls of his unit and surfaces of the bearing walls located within the said Unit, and the surfaces of any other finishes owned by the Unit Owner as herein defined. Said Owner shall have the exclusive right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls including, without limiting the generality of the foregoing, the following: Substitution of paint for paper or paper for paint,

substitution of any type of paneling for plaster or plaster for paneling, substitution of tile for paneling or paneling for tile, substitution of wood for linoleum or tile, or linoleum or tile for wood. Said owners and their agents have the exclusive right to maintain, repair, paint, finish, alter, substitute, add, or remove any fixtures attached to said ceilings, floors, or walls. The paragraph shall not be construed as permitting any interference with or damage to the structural integrity of the building.

Whenever the title is conveyed to a Unit Owner to the unfinished surface of the walls, floors, ceilings, etc., the Unit Owner shall own the finishes thereon and shall be responsible and liable for the maintenance and replacement thereof. Whenever the title is conveyed to a Unit Owner to the finished surface of the walls, floors, ceilings, etc., the Unit Owner shall not own the said finishes, but said finishes shall be a part of the Common Area, and shall be replaced and/or maintained as Common Area as herein provided.

Except as otherwise specified in the Deed and the Condominium Plan, the Unit Owners do not own the undecorated and/or unfinished exterior surfaces of any structure nor the undecorated and/or unfinished inner surfaces of the perimeter walls, floors and ceilings, and/or any interior bearing walls and/or bearing partitions of the Unit except the inner decorated and/or finished surfaces thereof, such as paint, wallpaper, plaster, etc., of his Unit; nor does the Unit Owner own any pipes, wires, conduits, or other public utility lines running through said Unit except as tenant in common with the other Unit Owners. Such areas held in common shall constitute part of the Common Area.

Each Unit Owner has the sole responsibility for the maintenance of the air-conditioning condenser which constitutes a portion of his Unit. This provision shall apply to all Unit Owners, including those Unit Owners of Units numbered 9 through 24, inclusive, whose air-conditioning condensers are located separate from said Unit

but constitute a part of said Unit pursuant to Paragraph 11 hereof.

9. BOOKS OF ACCOUNT: The Board shall maintain full, complete and correct books of account of the operation of the Project and vouchers supporting all expenditures. The books shall be open during all reasonable hours for inspection by any Unit Owner. Any Unit Owner may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Board. Said books and records shall accurately detail in chronological order the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred.

10. PROPER USE OF PREMISES:

A. Each Unit shall be used as a residence for a single family and for no other purpose, provided that if the Owner of any Unit is the sole occupant of said Unit, said Owner may lease or rent any room or rooms in said Unit to another individual who will be the sole occupant of the room or rooms so let, and further provided that if the Owner of any Unit is the sole occupant of said Unit, he may allow one individual to share said Unit as a residence.

B. There shall be no use or occupancy of any parking or storage space or of the Common Area, except by the Owners of a Unit, their guests or tenants. No person, agent, employee, guest or tenant of a Unit Owner shall park in any parking space except such parking space, the exclusive use of which has been granted to such Unit Owner. There shall be no obstruction of any part of the Common Area. Nothing shall be stored, kept, or parked in the Common Area, (except specifically reserved storage areas) without the prior consent of the Board. No storage closet, locker or facility of any kind shall be built, placed, or kept in any Parking Space without the prior approval of the Board.

C. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Board.

No Owner shall permit anything to be done or kept in his Unit or the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area or which would be in violation of any governmental statute, ordinance, rule or regulation. No waste shall be committed in the Common Area.

D. No Unit Owner may permit or suffer anything to be done or kept upon the premises or in or about his Unit which will obstruct or interfere with the rights of other Unit Owners or annoy other Unit Owners by unreasonable noise, smell or otherwise, or which will be noxious or offensive to other Unit Owners.

E. No Unit Owner shall cause or permit any objects or articles of any kind, except for outdoor patio or lounge furniture and barbeque equipment, to be placed on or hung on the balcony or balconies of any Unit without obtaining the prior consent of the Board.

F. Each Unit Owner shall keep the interior of any balcony, parking stall or storage area to which he has been granted an exclusive right of use clean and free of debris.

G. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Areas; provided, however, (1) that upon receiving the prior consent of the Association one sign of not more than five (5) square feet may be placed at a central location previously designated by the Association advertising a Unit for sale or rent; (2) that during the period in which the Declarant is the Owner of two or more Units, Declarant may maintain and display one or more larger signs advertising said Units for sale on the Project as it may deem appropriate; (3) the Association may maintain and display one or more signs identifying the project as the Board may deem appropriate. Any such signs shall be attractive and compatible with the design of the Project.

H. No animals, livestock, or poultry of any kind shall be raised, bred or kept in any Unit or in the Common

Area except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further that the Board by house rules adopted as specified in paragraph 5 (U) supra, may limit or restrict the keeping of any such household pets.

I. Nothing shall be done in any Unit or in, on or to the Common Area which will impair the structural integrity of the building or which would structurally alter the building except as is otherwise provided herein.

J. No development shall be made of the air space above any Unit or the Common Area, without the approval of the Board, provided, however, that radio or television aerials (except short wave antennas in excess of ten (10) feet high) may be erected by the owner or Owners of any Unit, with the consent of the Board, and where necessary for their erection or maintenance said aerial or aerials may encroach upon the Common Area, and there shall be a valid easement for the maintenance of said encroachment so long as it shall exist. No such aerials shall be erected by Owners of Units if a common antenna is installed to service all Units and is maintained as a part of the Common Area maintenance expense.

K. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board.

11. ALTERATIONS OR ADDITIONS: A proposal for any structural alteration or addition to the Common Area may be made at any regular or special meeting of the voting Owners, provided that said proposal shall be accepted only upon the affirmative vote of at least sixty percent (60%) of the voting interests of each class of membership. Unless otherwise agreed at the meeting of the voting Owners approving said proposal, the cost of the alteration or addition so approved shall be paid from the maintenance fund, and the Board shall levy a special assessment to

cover said cost, which shall be shared among the Unit Ownerships in proportion to their ownership interests in the Common Area.

12. USE OF COMMON FACILITIES: The Owners of the individual Condominium Units and their tenants and guests may enjoy in common with all other Unit Owners use of all facilities in the Common Area so long as they abide by the terms of this Declaration and any rules and regulations which may be adopted by the Board, subject, however, to the grant of the exclusive easements to individual Unit Owners of the balconies, parking garages and/or storage areas contained within the Restricted Common Area.

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

A. There is reserved for the benefit of each Condominium Unit as dominant tenement, an easement for utility services over, under and through the subject property, Common Area, and each other unit, jointly as the servient tenement.

B. There is reserved for the benefit of each Condominium Unit, as dominant tenement, an easement for encroachment, occupancy and use of such portion of the subject property and each other Condominium Unit and the Common Area, jointly as the servient tenement, as shall be encroached upon, used and occupied by the Owner as the dominant tenement, as a result of any construction errors, movement or subsidence of the structures, or any portion thereof, or any other cause. The easement of encroachment here reserved shall continue notwithstanding that the encroachment may be cured by repair and restoration of the structure.

C. The Board and each Unit Owner have an easement appurtenant to the Common Area and all other Units through each Unit for the maintenance and repair of the Common Area.

D. Each Unit Owner has a non-exclusive easement for ingress and egress through, over and across the Common Area as an appurtenance to each Unit.

E. Each Unit and Unit Owner shall have an exclusive easement, and such exclusive easement is hereby granted, for the use, possession and enjoyment of the parking stall or stalls and the storage space as described in the individual Grant Deed of a Unit to each Unit Owner. Said exclusive easements shall be subject, however, to the right of the Board to enter in and upon said parking stalls and storage areas for the purpose of maintaining and repairing the same pursuant to this Declaration.

14. MECHANICS' LIENS: In case there shall be filed a notice of Mechanics' Lien against the Project for, or purporting to be for, labor or material alleged to have been furnished or delivered at the Project or any Condominium Unit for the Unit Owner, the Unit Owner shall forthwith cause such lien to be discharged by payment, bonding or otherwise. If the Unit Owner shall fail to cause such lien to be discharged by payment, bonding or otherwise within five (5) days from the date of notice from the Board, then the Board may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or any offsets or defenses thereto and shall have the right to collect from said Unit Owner all amounts so paid, together with interest thereon at the legal rate and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees.

15. DESTRUCTION OF BUILDING: If either of the buildings is damaged by fire or other casualty which is insured against and said damage is limited to a single Unit, the insurance proceeds shall be paid to the Owner or Owners of such Unit, or the mortgagees thereof as their respective interests appear, and such Owner or mortgagee shall use the same to rebuild or repair such Unit. In the event such proceeds are insufficient to complete such work,

the Unit Owner shall pay and advance such additional sums as may be necessary to complete such rebuilding and repair. If such damage extends to two (2) or more units or extends to any part of the Common Area, then and in that event:

A. If the insurance proceeds do not exceed the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), and the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than FIVE THOUSAND DOLLARS (\$5,000.00), such insurance proceeds shall be paid to the Board, who shall thereupon contract to repair or rebuild the damaged portions of the property, including all Units so damaged, as well as the Common Area. In the event the insurance proceeds are insufficient to pay all of the costs of repairing and/or rebuilding, the Board shall levy a special assessment against all Unit Owners in proportion to their interest in the Common Area to make up any deficiency.

B. In the event such insurance proceeds exceed the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), or the cost of repairing or rebuilding exceeds the amount of available insurance proceeds by more than FIVE THOUSAND DOLLARS (\$5,000.00), then such insurance proceeds shall be paid to a bank or trust company as may be designated by the voting Owners of sixty percent (60%) of the Units to be held for the benefit of the Owners and their mortgagees, as their respective interests shall appear, and pursuant to an insurance trust agreement consistent with the provisions of this Declaration, approved and executed by the Board. The Board shall obtain bids from three (3) or more responsible contractors to restore the building to its condition immediately prior to such damage or destruction and shall, as soon as possible, call a special meeting of the voting Owners to consider such bids. At such special meeting, the voting Owners shall accept or reject such bids by a vote of at least sixty percent (60%) of the voting Owners, and in the event a bid is accepted, the Board shall levy a special assessment against all Unit Owners in proportion to their interest in the

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

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

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

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

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

CONDO ENTERPRISES, INC.
a California corporation

By Allen H. Grant
President
(Title)

By _____
(Title)
C. S. Whitson
C. S. WHITSON

Common Area to make up the deficiency, if any, between the total insurance proceeds on the contract price for such repair and rebuilding, and all insurance proceeds, including any subject to liens of mortgagees or holders of deeds of trust, shall be used for such rebuilding. If any bid shall be accepted to repair or rebuild, the contractor shall provide a completion bond. In the event all bids are rejected, the Board shall, as agent for all owners, sell the entire project, including all Condominium Units and the Common Area in its then present condition, on terms satisfactory to the Board. The net proceeds of the sale, together with the insurance proceeds, shall thereupon be distributed to the Owners and to the mortgagees of or holders of deeds of trust upon, the interests of such Owners, all as their interests may appear in proportion to the Owner's interest in the Common Area.

16. TERM OF COVENANTS, CONDITIONS AND RESTRICTIONS:

The provisions of these Covenants, Conditions and Restrictions shall continue and be effective for a period of fifty (50) years from the date hereof, after which time this Declaration shall be automatically extended for successive periods of ten (10) years until a majority vote of the Unit Owners shall determine that they shall terminate.

17. AMENDMENTS: The provisions hereof may be amended by an instrument in writing signed and acknowledged by the record owners of not less than seventy-five percent (75%) of the Units, which amendment shall be effective upon recordation in the office of the Recorder of the County in which the Project is situated, but no such amendment shall affect the rights of the holder of any deed of trust or mortgage recorded prior to the recordation of such amendment. Any such amendment may require a permit and/or approval of the Department of Real Estate of the State of California.

Amendments to "Northridge Country Club Condominiums"
(Now Fairway Two Homeowners Association)

Amendment dated April 23, 1975 (See B7505-21P673 & 674 48490)

This amendment changes the Board of Directors from three to five and changes the name to Fairway Two Homeowners Association

Amendment dated August 3, 1982 (See B8208-6 Page 1327-1329 114856)

This amendment changes the election of board procedures whereby 2 members are elected in even numbered years and 3 members are elected in odd numbered years. Terms of office will be 2 years.

Two rules adopted—effective June 1, 1993

Rule 1: No pets

Rule 2: No TV antennae on outside of building or roof.

Two rules adopted—effective January 11, 1994

Rule 3: Only one vehicle per Owner or tenant in uncovered spaces

Rule 4: Vehicles parked in uncovered spaces must be currently licensed