

CC&Rs (Required Civil Code Sec. 4525)
Woodlake Condominium Association

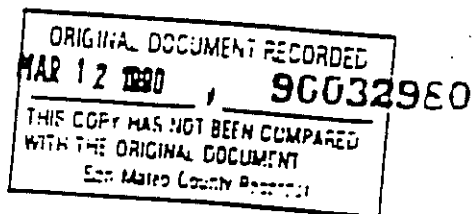
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RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

KEVIN D. FREDERICK, ESQ.
702 MARSHALL STREET, SUITE 620
REDWOOD CITY, CA 94063
(415) 365-9800



FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
WOODLAKE ASSOCIATION

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS is made this 11th day of September,
1989, by WOODLAKE ASSOCIATION, a California nonprofit
corporation (hereinafter "Association").

RECITALS

1. On May 4, 1987, the original Declaration of
Covenants, Conditions and Restrictions was recorded in the office
of the San Mateo County Recorder at Document 87066483.

2. Association now desires to make a First Amendment
to this Declaration pursuant to Article XVI, thereof, as
hereinafter provided.

NOW, THEREFORE, Association hereby amends and modifies
said Declaration as follows:

1. Add to Article I a new Section 1.35 to read as
follows:

1.35 Fine: Fine shall mean an amount of money levied
against an Owner as a penalty for the failure of said Owner, or
any tenant or lessee (where applicable), family member, guest or

invitee of such owner or such tenant or lessee (where applicable), to comply with any provision of the Bylaws of Woodlake Association, hereinafter called "Bylaws", Woodlake Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership, hereinafter called "Declaration," and/or Rules and Regulations of the Association, hereinafter called "Rules and Regulations".

2. Add to Article III a new Section 3.02(b)(4) to read as follows:

(4) The following provisions shall govern the promulgation and enforcement of the Bylaws, Declaration and Rules and Regulations, which shall include the establishment of a system of fines and penalties:

(i) The Board in its discretion may promulgate such Rules and Regulations as are consistent with and in furtherance of existing law, Bylaws and Declaration, and may impose fines and/or penalties and/or revoke membership privileges for violations of such Bylaws, Declaration or Rules and Regulations. The Board shall adopt a schedule of specific fines and/or penalties applicable to any such violation(s).

(ii) No fine and/or penalty and/or revocation of membership privileges shall be levied without the following procedural safeguards:

(I) A written statement of the alleged violation(s) shall be provided to any Owner, and to his or her tenant or lessee (where applicable), against whom such charges are made.

The written statement shall specify the violation(s), the approximate date(s) of such violation(s), and the time and place of a hearing at which the Owner, and the Owner's tenant or lessee (where applicable), may have an opportunity to be heard, provided that such hearing must be scheduled not less than fifteen (15) days from the date of the mailed or delivered statement.

(II) The written statement shall be mailed by first class mail to the Owner, and Owner's tenant or lessee (where applicable), at the last known address of each such person as indicated in the Association's books and records. The hearing shall be held before the Board of Directors or before the hearing panel(s) designated from time to time by the Board. Any hearing panel which does not consist of the full Board of Directors shall be comprised of no less than five (5) persons, a majority of which shall be members of the Board. At the hearing the citee(s) may be present oral or written evidence. The decision to impose or suspend the appropriate fine and/or penalty shall be made in the sole discretion of the Board of Directors, or its hearing panel, after the hearing or opportunity to be heard has taken place. The decision of the hearing panel shall be final.

(III) If any fine is not paid within fifteen (15) days of the panel's decision to impose such fine, the Board or such person or persons appointed by the Board for such purpose, shall, on behalf of the Association, to enforce such fines through appropriate legal action, including obtaining a civil judgment against the Owner subject to the fine. Such judgment shall be

87087448

WHEN RECORDED RETURN TO:

COBLENTZ, CAHEN, McCAGE & BREYER
ATTORNEYS AT LAW
THIRTY-FIFTH FLOOR
ONE EMBARCADERO CENTER
SAN FRANCISCO, CALIF. 94111
ATTN: SUSAN JANE PASSOVOY

RF	7
CO	
LN	
AM	1
AF	5
HB	13

RECORDED AT REQUEST OF

Coblentz, Cahen, McCage & Breyer

JUN 9 10 23 AM '87

SAN MATEO COUNTY
OFFICIAL RECORDS

MODIFICATION OF DECLARATION
OF COVENANTS AND RESTRICTIONS

This Modification made the 6th day of June, 1987 by Woodlake Housing Corporation, a California corporation (hereinafter called "Grantor").

WHEREAS, on May 4, 1987 the Grantor executed and had recorded in the Recorder's Office of the County of San Mateo a Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership in Document No. 87-066483, Official Records.

WHEREAS, page 10 of Appendix II was inadvertently omitted when the above referred to Declaration was recorded.

WHEREAS, on pages 5 and 7 of Exhibit C, the Storage numbers were not properly referred to.

THEREFORE, the attached page 10 of 10 pages of Appendix II, is hereby added to Appendix II of said Restrictions and the attached pages 5 and 7 of Exhibit C are added to replace said existing pages 5 and 7.

The Grantor declares that said Declaration shall remain in force and effect except as modified by the above changes.

"GRANTOR"

WOODLAKE HOUSING CORPORATION,
a California corporation

By: *Joan Lewis*
Its: *Director* JOAN LEWIS

By: *Jerry Fuchs*
Its: *Director* JERRY FUCHS

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STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On this the 6th day of June, 1987 before me, the undersigned a Notary Public in and for said County and State, personally appeared Jerry Fuchs and Joan Lewis, personally known to me or proved to me on the basis of satisfactory evidence to be Two of the Directors of the corporation that executed the within instrument, personally known to me or proved to be on the basis of satisfactory evidence to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

87087418

Donna De Vobe Salazar
Signature of Notary



- J.P.N #207-006-000-01 thru 13 & 20 thru 38
- 207-007-000-27 thru 40
- 207-008-000-14 thru 32
- 207-009-000-11 thru 21
- 207-010-000-01 thru 03
- 207-011-000-01 thru 09
- 207-012-000-01 thru 09
- 207-013-000-01 thru 07

Unit Number as Shown on Appendix I to the Declaration	Percentage of Total	Unit Number as Shown on Appendix I to the Declaration	Percentage of Total
946	.1334%	819 402	.1334%
948	.1334%	819 403	.0936%
950	.1334%	819 404	.0936%
952	.1334%	819 405	.0936%
954	.1334%	819 406	.1205%
956	.1334%	819 407	.0936%
958	.1334%		
960	.1334%		
962	.1334%		
964	.1604%		
968	.1604%		
970	.1334%		
972	.1334%		
974	.1604%		
837	.1604%		
839	.1334%		
841	.1334%		
843	.1604%		
849	.1604%		
651	.1334%		
853	.1334%		
855	.1334%		
857	.1334%		
859	.1334%		
861	.1604%		
966 101	.0672%		
966 102	.0936%		
966 103	.1205%		
966 104	.1205%		
966 105	.1205%		
966 106	.0672%		
819 101	.0936%		
819 102	.0672%		
819 103	.1205%		
819 201	.1205%		
819 202	.0672%		
819 203	.1205%		
819 204	.1205%		
819 205	.0936%		
819 206	.0936%		
819 207	.0936%		
819 208	.1205%		
819 209	.0936%		
819 301	.1205%		
819 302	.0672%		
819 303	.1334%		
819 304	.1334%		
819 305	.0936%		
819 306	.0936%		
819 307	.0936%		
819 308	.1205%		
819 309	.0936%		
819 401	.0936%		
		TOTAL	TOTAL
		UNITS: 990	PERCENT- 100%

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BLDG: B

UNIT ID.	CAR PORT	STORAGE NO.	PLAN TYPE
047 201	B119	G-210-A	1A1
047 202	B114	G-210-B	SB1
047 203	B123	G-210-C	SB1
047 204	D174	G-210-D	SA3
047 205	D095	G-219-G	1A1
047 206	B022	G-219-H	1A1
047 207	B026	G-220-A	ZD4
047 208	B024	G-220-B	ZD3
047 209	B118	G-220-C	2A
047 210	B105	G-219-I	1A1
047 211	B103	G-222-A	1A1
047 212	D122	G-222-B	1B1
047 214	B019	G-222-C	1B2
047 215	B013	G-222-D	1A1
047 216	B099	G-222-E	1A1x
047 217	B033	G-218-E	1A1
047 301	D014	G-320-A	1A1
047 302	B117	G-219-J	SB1
047 303	D097	G-218-F	SB1
047 304	B125	G-218-G	SA3
047 305	B101	G-320-B	1A1
047 306	B173	G-320-C	1A1
047 307	D112	S-323-B	ZD4
047 308	D100	S-318-B	ZD3
047 309	B116	S-318-A	2A
047 310	D027	G-320-D	1A1
047 311	D106	G-320-E	1A1
047 312	B113	C-320-F	1B1
047 314	B124	S-323-C	1B2
047 315	D115	G-320-G	1A1
047 316	B078	S-323-A	2C
047 317	D111	S-318-C	2C
047 401	D159	G-320-H	1A1
047 402	B107	G-222-F	SB1
047 403	D100	G-222-G	SB1
047 404	B127	G-222-H	SA3
047 405	D037	S-413-A	1A3
047 406	B126	C-218-I	1A1
047 407	B104	S-413-B	1B1
047 408	D121	G-222-I	1B2
047 409	B102	C-218-H	1A1
047 410	B040	S-412-A	2C
047 411	D041	S-412-B	2C

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REM
 CONSTRUCTION SERVICES ENGINEERING & MANAGEMENT
 410-8600 Date: 6/24/85

**WOODLAKE
 CONDOMINIUMS**
 SAN MATEO, CALIFORNIA

UNIT IDENTIFICATION
 PLAN TYPE
 B APPURTENANCES
 Exhibit C Sheet 5 of 26

St Apt-314

BLDG: B

UNIT ID.	CAR PORT	STORAGE NO.	PLAN TYPE
932 101	B005	G-218-A	SDJ
932 102	D086	G-218-B	SDJ
932 201	U129	G-221-D	SB1
932 202	D131	G-221-G	SD1
932 203	B109	G-219-J	1A1
932 204	U136	G-218-F	2A
932 205	B004	G-218-G	2Ax
932 206	D089	G-219-I	2A
932 207	D137	G-219-A	1A1
932 208	B000	G-217-B	2B3
932 209	B145	G-217-C	2B2
932 210	D197	G-218-I	2A
932 211	B191	G-219-B	1A1
932 212	B090	G-221-A	SAJ
932 214	B002	G-221-B	1C
932 215	B003	G-221-G	1C
932 301	B134	G-218-C	SD1
932 302	B009	G-218-D	SB1
932 303	B158	S-318-C	1A1
932 304	B192	S-318-A	2C
932 305	B078	S-319-C	2C
932 306	B200	S-319-B	2A
932 307	B150	G-218-E	1A1
932 308	B091	S-319-A	2B3
932 309	B130	G-317-C	2B2
932 310	B140	S-318-B	2A
932 311	B096	G-218-H	1A1
932 312	B163	G-221-C	SAJ
932 314	B147	G-317-A	1C
932 315	B090	G-317-B	1C
932 401	B132	G-218-J	SD1
932 402	B007	G-219-C	SD1
932 403	E154	G-219-E	1A1
932 404	B142	S-415-A	2C
932 405	D143	S-415-C	2C
932 406	D088	S-415-A	2A
932 407	B149	G-219-D	1A1
932 408	B141	S-415-B	2B3
932 409	B083	G-219-F	2B2
932 410	B144	S-415-B	2A
932 411	B077	G-219-G	1A1
932 412	B133	G-219-H	SAJ
932 414	D004	G-217-A	1A2

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REM
 COMMERCIAL REAL ESTATE SERVICES & MANAGEMENT
 410-8600 Date: 6/24/85

WOODLAKE CONDOMINIUMS
 SAN MATEO, CALIFORNIA

UNIT IDENTIFICATION
 PLAN TYPE
 B APPURTENANCES
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St Apt 314

WOODLAKE

DECLARATION OF COVENANTS AND
RESTRICTIONS ESTABLISHING A PLAN
OF CONDOMINIUM OWNERSHIP

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San Mateo County Recorder

WOODLAKE
DECLARATION OF COVENANTS
AND RESTRICTIONS ESTABLISHING
A PLAN OF CONDOMINIUM OWNERSHIP

A. Woodlake Housing Corporation, a California corporation (hereinafter "Grantor") is the owner of all of that certain improved real property (the "Woodlake property") located in the City of San Mateo, County of San Mateo, State of California, particularly described and depicted as all the lands and improvements which lie within the bounds of that certain Map entitled "SURVEY PLAT MAP OF LANDS OF WOODLAKE HOUSING CORPORATION, AS DESCRIBED IN GRANT DEED RECORDED IN REEL 7868 at Image 2099, SAN MATEO COUNTY RECORDS", which map was filed in the office of the Recorder of the County of San Mateo, State of California on March 11, 1981 in Book 104 of Maps at Pages 55 through 78 (inclusive) (the "Map"). The condominium plan entitled "Condominium Plan, Woodlake Condominiums, a Condominium Project," (the "Plan") is attached hereto as Appendix I and incorporated herein by reference. The Grantor intends to divide the Woodlake property into condominiums and to subject the Woodlake property and the condominiums thereby created to a plan of condominium ownership for the mutual benefit of all the subject condominiums and the owners thereof or any interest therein. As so divided the Woodlake property shall hereinafter be called the "Condominium Complex".

NOW THEREFORE, Grantor declares as follows:

1. The Condominium Complex is a "condominium project" within the meaning of California Civil Code § 1351(f) and is subject to the provisions of the Davis-Stirling Common Interest Development Act (Title 6, Part 4, Division Second of the Civil Code). The Plan constitutes the Condominium plan for the Condominium Complex within the meaning of Civil Code §1351(e). The Condominium Complex and each part thereof or interest therein shall be held, conveyed, assigned, encumbered, leased, rented, occupied, improved and used subject to the following covenants, restrictions, easements, limitations, reservations, liens and charges, all of which Grantor declares pursuant to a plan for the division of the Woodlake property into condominiums for the purpose of enhancing and perfecting the value and attractiveness of the Woodlake property and every part thereof for the benefit of the Woodlake property, the Condominium Complex and the future owners thereof. All of said covenants, restrictions, easements, limitations, reservations and charges shall run with the Woodlake property and any interest therein, shall be binding on and inure to the benefit of each party having or acquiring any right, title or interest in and to the Woodlake property or any part thereof, including Grantor, and shall be binding on and inure to the benefit of their successors in interest.
2. Each owner of a condominium in the Condominium Complex, by mere acceptance of his deed to a condominium, shall

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agree, and shall be deemed to have agreed, for any and all purposes, for himself, and for the members of his family, his contract purchasers, tenants or lessees and all guests, invitees or licensees, to abide by and to be bound by each and every provision of this Declaration which subjects such owner or other person to a contractual, fiduciary or other duty, obligation or agreement for the benefit of Grantor, the other owners or occupants of the Condominium Complex, either individually or as a class, the Woodlake property or the Condominium Complex, including the individual condominiums of the other owners, or the public generally, regardless of whether the deed refers specifically to this Declaration or to any such duty, obligation or agreement.

3. This Declaration is made by Grantor pursuant to California Civil Code Sections 1352 and 1353.

ARTICLE I
DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

Section 1.01. Architectural Committee. "Architectural Committee" shall mean the Architectural Review Committee created pursuant to Article V hereof.

Section 1.02. Articles. "Articles" shall mean the Articles of Incorporation of WOODLAKE ASSOCIATION filed in the Office of the Secretary of State of the State of California, as such Articles may be amended from time to time.

Section 1.03. Assessment, Annual. "Annual Assessment" shall mean a charge against a particular Owner and his Condominium, representing a portion of the costs of maintaining, improving, repairing and managing the Complex and all other Common Expenses, which are to be paid by each Owner to the Association for Common Expenses in accordance with the percentages set forth in the Maintenance Expense Schedule.

Section 1.04. Assessment, Capital Improvement. "Capital Improvement Assessment" shall mean a charge against each Owner and his Condominium, representing a portion of the cost to the Association for installation or construction of any capital improvement or other addition on any of the Complex, which the Association may from time to time authorize. Such charge shall be levied among all of the Owners in the Complex in the same proportions set forth in the Maintenance Expense Schedule.

Section 1.05. Assessment, Conversion. "Conversion Assessment" shall mean a charge against a particular Owner and his Condominium representing a portion of the cost of repayment of the loan from Jalson Co., Inc. to cover the costs of converting the Woodlake Housing Corporation to the Woodlake Condominium, which assessment was approved by the members of Grantor by resolution adopted September 22, 1981. Each Owner's proportionate share of the Conversion Assessment, as approved by said resolution, is set forth in Appendix III attached hereto and incorporated herein by reference.

Section 1.06. Assessment, Reconstruction. "Reconstruction Assessment" shall mean a charge against the Owners and their respective Condominiums, representing a portion of the cost to the Association for reconstruction of any capital improvements on any of the Complex which the Association may from time to time authorize, and which shall be levied among all of the Owners in the same proportions set forth in the Maintenance Expense Schedule.

Section 1.07. Assessment, Special. "Special Assessment" shall mean a charge against a particular Owner directly attributable to, or reimbursable by, the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration plus interest and other charges thereon as provided for in this Declaration.

Section 1.08. Association. "Association" shall mean WOODLAKE ASSOCIATION, a California corporation (formed pursuant to the Nonprofit Corporation Law of the State of California), its successors and assigns.

Section 1.09. Beneficiary. "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, and the assignees of such mortgagee, beneficiary, pledgee or assignee.

Section 1.10. Board. "Board" shall mean the Board of Directors of the Association.

Section 1.11. Building. "Building" shall mean a structure containing Units or Common Area or both.

Section 1.12. By-Laws. "By-Laws" shall mean the By-Laws of the Association as initially adopted by the Board and as amended from time to time, which are incorporated herein by reference.

Section 1.13. Common Area. "Common Area" shall mean all of the Woodlake property, together with the buildings or other improvements now or hereafter erected thereon, with the exception of the Units as defined herein or as described and depicted on the Map. Without limiting the generality of the foregoing, the Common Area includes all of the land underlying the Condominium Complex, the Buildings and all Improvements now or hereafter located on the Condominium Complex, including parking and driveway areas, decks, balconies, patios, walks, fences, planters, walls, gates, recreational facilities and landscaping and all elements of the Buildings located upon the Woodlake property which are not a part of a Unit, including foundations and basements, columns, girders, beams, subfloors and roof, unfinished floors, ceilings, bearing walls and common walls separating individual Units; common lobbies, community rooms, stairs, hallways and elevators; storage elevators; exterior walls and decorative elements (excluding Unit glasswork and screens); central heating equipment, reservoirs, tanks, pumps, motors, ducts, flues and chutes; common conduits, pipes, plumbing, wires and other utility installations which serve more than one Unit (except the outlets thereof when located within a Unit), including any utility installation for the common use of two or more Units which may protrude into the air space of a Unit; and sprinklers, sprinkler pipes and sprinkler heads which protrude

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into the air space of a Unit. The Common Area of the Woodlake property shall be owned in full exclusively by the Owners of the Condominiums whose Units are located on the Woodlake property; subject, however, to the non-exclusive easements on, over, across and through and the non-exclusive rights of entry and access to the general Common Area of the Woodlake property reserved by Grantor for the benefit and use of the others pursuant to the provisions of this Declaration:

Section 1.14. Common Expenses. "Common Expenses" shall mean the actual and estimated costs of: ownership, maintenance, management, operation, repair and replacement of the Complex (including unpaid Annual Assessments, Special Assessments, Reconstruction Assessments and Capital Improvement Assessments); the costs of any commonly metered charges for the Complex; any costs of trash collection and removal; costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all gardening, security and other services benefiting the Complex; the costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering the Complex; the costs of bonding of the members of the management body; taxes paid by the Association, including real property taxes (if any), amounts paid by the Association for discharge of any lien or encumbrance levied against the entire Complex or any portion thereof; and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association, for any reason whatsoever in connection with the Complex, for the common benefit of the Owners.

Section 1.15. Complex, Condominium Complex. "Complex" shall mean the Woodlake property divided into Condominiums and subject to a plan of condominium ownership for the mutual benefit of such Condominiums and the Owners thereof as hereinafter provided.

Section 1.16. Condominium. A "Condominium" shall mean an estate in real property as defined in California Code § 783 which shall consist of separate ownership in fee simple absolute of a Unit together with the undivided percentage interest in the Common Area allocated to such Unit and the easements and other rights appurtenant thereto.

Section 1.17. Declaration. "Declaration" shall mean this Woodlake Declaration of Covenants and Restrictions Establishing A Plan of Condominium Ownership as it may be amended from time to time.

Section 1.18. Family. "Family" shall mean one or more occupants who maintain a common household in a Unit.

Section 1.19. Improvements. "Improvements" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to, the buildings housing the Units and Complex facilities, swimming pools, lakes, putting greens, tennis courts or any other recreation facilities, laundry facilities, walkways, sprinkler pipes, roadways, driveways, garages, carports, open parking areas, fences, retaining walls, deck or patio covers, awnings, stairs, the exterior surfaces of any visible structure, planted trees and shrubs, poles, signs,

central air conditioning, heating and water softening fixtures or equipment.

Section 1.20. Maintenance Expense Schedule. "Maintenance Expense Schedule" shall mean the relative allocation of Common Expenses of the Association among all of the Condominiums, expressed as percentages, as such percentages are set forth in the Schedule attached hereto and incorporated herein as Appendix II.

Section 1.21. Maintenance Funds. "Maintenance Funds" shall mean the accounts created for receipts and disbursements of the Association pursuant to Section 6.02 hereof.

Section 1.22. Manager. "Manager" shall mean the professional management agent employed by the Association, pursuant to and limited by Section 3.06 hereof, and delegated the duties, powers or functions of the Association as limited by said section.

Section 1.23. Map. The "Map" that certain Map entitled "Survey Plat Map of Lands of Woodlake Housing Corporation, as described in Grant Deed Recorded in Reel 7868 at Image 2099, San Mateo County Records," filed in the Office of the County Recorder of the County of San Mateo on March 11, 1981 in Book 104 of Maps at Pages 55 through 78 (inclusive).

Section 1.24. Member, Membership. "Member" shall mean every Person who is an Owner and thereby a Member of the Association as provided in Section 3.31 hereof. "Membership" shall mean the property, voting, and other rights and privileges of Members, together with the correlative duties and obligations contained in the Articles and By-Laws of the Association. Each Membership shall be appurtenant to a particular Condominium in the Complex.

Section 1.25. Mortgage. "Mortgage", "Deed of Trust" or "Trust Deed" shall mean any pledge, assignment or other hypothecation or transfer of a Condominium as security to secure the performance of an obligation, which pledge, assignment, hypothecation or conveyance will be released or reconveyed upon the completion of such performance.

Section 1.26. Mortgagee, Mortgagor. "Mortgagee" shall mean a Person to whom a Mortgage is made and shall include the beneficiary of a Deed of Trust. "Mortgagor" shall mean a Person who mortgages his or its property to another (i.e., the maker of a Mortgage), and shall include the Trustor of a Deed of Trust. The term "Trustor" shall be synonymous with the term "Mortgagor" and the term "Beneficiary" shall be synonymous with the term "Mortgagee". As used in this Declaration, a Mortgage or Mortgagee "of record" shall mean any Mortgage or Mortgagee reflected in the books and records of the Association or recorded in the Office of the San Mateo County Recorder.

Section 1.27. Notice and Hearing. "Notice and Hearing" shall mean written notice of and a public hearing before the Board, at which the Owner concerned shall have an opportunity to be heard in person, or by counsel at the Owner's expense, in the manner further provided in this Declaration or the By-Laws.

Section 1.28. Owner. "Owner" shall mean each Person shown by a duly acknowledged instrument recorded in the office of the San Mateo County Recorder, to be the holder of fee title to a Condominium, and each contract purchaser under a contract of sale applicable to a Condominium. Grantor shall be the Owner of each Condominium until such time as the Condominium is transferred of record by Grantor. For purposes of Article VII only, unless the context otherwise requires, Owner shall also include the family, guests, invitees, licensees and sublessees of any Owner.

Section 1.29. Person. "Person" shall mean a natural individual, a corporation or any other entity with the legal right to hold title to property.

Section 1.30. Plan. "Plan" shall mean the engineering drawings and related materials showing the diagrammatic plans of the Units, the boundaries of the Units and Restricted Common Areas and, where applicable, dimensions, specific alternative uses as authorized in this Declaration, and such other information reasonably necessary to identify a Unit. A copy of the Plan is attached hereto as Appendix I and incorporated herein by this reference.

Section 1.31. Restricted Common Areas. "Restricted Common Areas" shall mean those portions of the Common Area of the Complex, including, without limitation, decks, balconies and patios, storage areas and parking spaces as further described in the Plan, which are exclusively reserved for the benefit of and allocated to certain Units. Restricted Common Areas shall be designated in the Plan as appurtenant to certain Units or, if not so designated in the Plan, exclusive easements thereto shall be conveyed in the deed to the respective Condominium.

Section 1.32. Restrictions. "Restrictions" shall mean this Declaration and the Rules and Regulations of the Association from time to time in effect.

Section 1.33. Rules and Regulations. "Rules and Regulations" shall mean the rules and regulations adopted by the Board pursuant to this Declaration, as such Rules and Regulations may be amended from time to time.

Section 1.34. Unit. "Unit" shall mean an area separately described, depicted and designated by number on the Plan intended for use and occupancy for residential purposes only. Each Unit consists of the air space bounded by and contained within the unfinished surfaces (exclusive of paint, paper, wax, tile, enamel or other finishes) of the bearing walls, perimeter walls, floors, ceilings, windows and doors thereof, and a Unit includes both the portions of the Building so described and the air space so encompassed. A Unit does not include those areas and those things which are defined as "Common Area" in Section 1.13; provided, however, that individual sanitary installations and other equipment, fixtures or appliances and all glasswork and screens serving only one Unit, whether or not located wholly within the Unit, shall not constitute a part of the Common Area but shall constitute a part of the Unit.

ARTICLE II
DESCRIPTION OF COMPLEX, DIVISION OF
PROPERTY AND CREATION OF PROPERTY RIGHTS.

Section 2.01. Description of Complex. The Condominium Complex consists of the fee interest in the real property described and depicted on the Map and the airspace particularly described and depicted on the Plan together with the Improvements now or hereafter constructed therein.

Section 2.02. Division of Property. The Woodlake property is hereby divided into nine hundred ninety (990) Condominiums, each of which shall constitute a separate freehold estate consisting of the following interests in real property:

- (a) Unit. A separate Unit as defined herein and described, depicted and identified by number on the Plan.
- (b) Common Area. An undivided 1/990th interest in Common Area which shall be appurtenant to the Unit.
- (c) Exclusive Easements. Exclusive easements appurtenant to the Unit for the use and enjoyment of Restricted Common Area as more particularly described in Sections 1.31 and 9.03(d).
- (d) Non-Exclusive Easements. Non-exclusive easements appurtenant to the Unit for the use and enjoyment of Common Area as more particularly described in Sections 1.13 and 9.03(c).

Section 2.03. Exceptions. All of the foregoing interests in real property shall be subject to all of the covenants, restrictions, easements, limitations, reservations, liens and charges contained elsewhere in this Declaration or in the Articles, By-Laws and Rules and Regulations of the Association.

Section 2.04. Non-Severability of Component Interests. Each Unit, and the undivided percentage interest in Common Area, exclusive easements and non-exclusive easements appurtenant thereto, shall not be separated or separately conveyed, assigned, leased, rented, encumbered, hypothecated, occupied or used, and any purported attempt to do so in violation of this Declaration shall be void. Notwithstanding anything to the contrary contained herein, however, this restriction shall not extend beyond the period during which the right to partition the Complex is suspended pursuant to the provisions of Section 2.05.

Section 2.05. Partition; Power of Attorney; Distribution of Proceeds. Except as permitted by Sections 10.02, 11.01 and 11.02 of this Declaration and California Civil Code Section 1359, there shall be no partition of the Condominium Complex or any part thereof. Each Owner grants to the Association a special power of attorney to sell the entire Condominium Complex for the benefit of all of the Owners when partition is permitted by Sections 10.02, 11.01 and 11.02, or California Civil Code Section 1359, and exercise of the power of attorney has been approved by a vote or written consent of the Members in accordance with the provisions of Section 3.04 of this Declaration. The special power of attorney herein granted is coupled with an interest and shall be irrevocable. Proceeds resulting from a sale by the Association pursuant to the provisions of this Sec-

tion 2.05, together with available insurance or condemnation proceeds, if any, shall be distributed to, or for the account of, the Owners in proportion to the fair market values assigned to their respective Condominiums as of the date immediately prior to the event of damage, destruction, condemnation or sale, as the case may be, by a qualified independent appraiser with at least five (5) years experience in the appraisal of residential real property in San Mateo County who is a member of the American Institute of Real Estate Appraisers or the National Association of Realtors, or in the event the Institute should not exist at the time of the event of damage, destruction, condemnation or sale, a member of such comparable organization of real estate appraisers as may be selected by the Board. The determination of the appraiser or insurance adjuster shall be final and non-appealable. The Board is authorized to enter into an agreement with a qualified independent appraiser consistent with this Declaration relating to his powers, duties and compensation. The fee of the appraiser selected by the Board shall be paid by the Association first from the operations account held by the Association for the benefit of the Owners and then from the proceeds of sale and available insurance or condemnation proceeds, if any, prior to any distribution to, or for the account of, the Owners. Notwithstanding the foregoing, if a Condominium is owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall prevent a judicial partition of the Condominium as between co-tenants by sale of the Condominium as provided in California Civil Code Section 1354(a); provided, however, that any such judicial partition shall require the prior written consent of any First Mortgagee holding a Mortgage on such Condominium.

ARTICLE III
DUTIES AND POWERS OF THE ASSOCIATION

Section 3.01. Duties and Powers. The duties and powers of the Association are those set forth in the Articles, together with its general and implied powers of a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of California may lawfully do which are necessary or proper, in operating the Complex for the peace, health, comfort, safety and general welfare of its Owners, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor the Bylaws shall be amended so as to be inconsistent with this Declaration, and in the event of any such inconsistency, the provisions of this Declaration shall control.

Section 3.02. Board of Directors. The affairs of the Association shall be managed by a Board of Directors, each of whose members shall be a Member of the Association who is an Owner and who resides in the Complex. The initial Board of Directors shall consist of the same persons who are the members of the Board of Directors of the Woodlake Housing Corporation as of the date of the adoption of its Plan of Liquidation.

(a) Exclusive Power. Except as expressly otherwise provided herein, the powers and duties of the Association shall be exclusively exercised or performed by the Board and such officers as the Board may elect or appoint pursuant to the provisions of the By-Laws. Any power to be exercised or duty to

be performed by the Association shall not be performed by any Owner individually without the prior written consent of the Board.

(b) General Powers of the Board. Without limiting any powers of the Board conferred elsewhere herein, or in the Articles or By-Laws, the Board shall have the following powers:

(1) Except as expressly otherwise provided herein, the Board shall have the exclusive right and obligation to manage and administer the Common Area and to contract for all goods, services and insurances payment for which is to be made from the assessments hereinafter provided.

(2) The Board shall have the power to adopt, amend and repeal Rules and Regulations consistent with this Declaration relating to the conduct of an Owner, his Family, tenants or lessees and their guests, invitees or licensees, with respect to the Condominium Complex and the other Owners or occupants of the Condominium Complex.

(3) Except as expressly otherwise provided herein, the Board shall have the right to delegate its powers to committees of the Board and to officers, employees or agents of the Association.

(c) No Active Business. Nothing contained in this Declaration shall be construed to give the Board authority to conduct an active business for profit on behalf of the Association, all of the Owners, or any of them, and the Board shall have no such power or authority.

Section 3.03. Membership in Association.

(a) Status as Owner. Each Owner shall be a Member of the Association. Status as an Owner is the sole qualification for Membership. Rights to a Membership and status as a Member terminate upon termination of status as an Owner. An Owner's status as a Member and Membership rights are appurtenant to the Owner's Condominium and any attempt to transfer, assign, convey, pledge or otherwise alienate the same separately from the Owner's interest in the Condominium shall be void. Membership in the Association shall continue until notice for termination or transfer (other than as a Mortgagee or Beneficiary as security for the performance of an obligation) of the Membership and the Condominium from which the Membership is derived signed by both transferor and transferee, is recorded in the books and records of the Association, at which time the Membership shall automatically cease. An Owner who has leased his Condominium shall be entitled to delegate to such tenant his Membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board before such tenant may vote pursuant to Article II, Section 3 of the Bylaws. However, the Owner shall remain liable for all charges and assessments attributable to his Condominium until the Condominium and corresponding Membership is transferred on the books and records of the Association as further provided in Section 6.06 of this Declaration. Notwithstanding anything to the contrary contained elsewhere herein, if a Condominium is the subject of a contract of sale, the contract

seller and the contract purchaser, as Owners under Section 1.28 of this Declaration, shall be jointly and severally liable for the obligations of an Owner hereunder with respect to the Condominium; provided, however, that if the contract purchaser is entitled to possession of the Condominium under his contract of sale, only the contract purchaser (to the exclusion of the contract seller) shall be entitled to vote and exercise the other rights and privileges of an Owner under this Declaration with respect to the Condominium.

(b) Rights and Obligations of Association. Each Owner shall be bound by all of the terms and conditions of the Articles and By-Laws of the Association. The Articles and By-Laws of the Association, as they may be amended from time to time, shall constitute a contract between the Association and the Members, and between the individual Members of the Association, which shall govern the rights and obligations of Members among themselves and in relation to the Association. An Owner, by mere acquisition of his interest in a Condominium, shall be deemed to have accepted, ratified and approved all of the terms and conditions of the Articles and By-Laws of the Association, and to have agreed to be bound thereby for the benefit of the Association and the other Members, to the same extent and effect as if the Owner had personally signed the Articles and By-Laws.

(c) No Waiver of Membership. No Owner may avoid the obligations of membership during the period when he is an Owner by non-use of Common Area, renunciation or abandonment of his Condominium, or any other act of abandonment or renunciation.

Section 3.04. Voting Rights.

(a) Number of Votes. The Association shall have one (1) class of voting membership and each Condominium shall be entitled to one (1) vote. When more than one person holds an interest in a Condominium, the vote for such Condominium shall be exercised as the Owners thereof determine, but the vote attributable to the Condominium shall be cast by only one (1) person.

(b) Approval of Members. Except as otherwise provided in this Declaration or the By-Laws, all matters requiring the approval of the Members shall be deemed approved if Members holding a majority of the voting power of the voting membership consent thereto in writing or if, at any regular or special meeting held in accordance with the provisions of the By-Laws, Members who constitute a majority of a quorum of the voting membership vote in favor thereof.

(c) Joint Owner Disputes. A vote attributable to a Condominium may not be split. In the event that joint Owners are unable to agree among themselves as to how the vote attributable to their Condominium shall be cast, the vote shall be cast in accordance with the wishes of the majority; provided, however, that in the absence of such majority, the joint Owners shall lose their right to vote on the matter in question and the vote attributable to their Condominium shall not be counted. If any Owner casts a vote attributable to a certain Condominium, it will thereafter be conclusively presumed for any and all purposes that he was acting with the authority and consent of all other Owners of the same Condominium.

Section 3.05. Meetings, Elections and Conduct of Association Affairs. The Bylaws shall specify, among other things:

(a) Members' Meetings. The manner and method for calling and holding both regular and special meetings of the Members.

(b) Board Election and Tenure. The manner and method for election, resignation and removal of members of the Board, their regular terms and their duties, except as otherwise provided herein.

(c) Board Meetings. The manner and method for calling and holding both regular and special meetings of the Board.

(d) Proxies, Notices and Miscellaneous. Provisions for casting votes by proxy, providing notice of meetings and other matters pertaining to the procedures whereby the affairs of the Association and the Board shall be conducted.

Section 3.06. Powers and Duties. The Board, acting for the Association, has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by this Declaration directed to be exercised and done by the Members. The Board shall not enter into any contract for a term in excess of one (1) year, without the vote or written consent of the Members representing at least a majority of the Association voting power, except for (1) any contract of a minimum term with a public utility company regulated by the Public Utilities Commission (such as Pacific Gas and Electric Company) which requires a term in excess of one (1) year, (2) a management contract the terms of which have been approved by the Veterans administration or the Federal Housing Administration, and (3) prepaid casualty or liability insurance policies of not to exceed three years' duration, provided that the policies permit short rate cancellation by the Association.

Section 3.07. Special Powers and Duties. Without prejudice to such foregoing general powers and duties, the Board of Directors is vested with:

(a) The power and duty to select, appoint, and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law with the Articles of Incorporation and By-Laws and this Declaration; subject to the provisions of the By-Laws respecting the payment of compensation to officers, the power to fix their compensation, if any, and to require from them a security bond for faithful performance when deemed advisable by the Board.

(b) The power and duty to conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefor consistent with law, this Declaration the Articles and By-Laws, as the Board may deem necessary or advisable.

(c) The power, but not the duty, to change the principal office for the transaction of the business of the Asso-

ciation from one location to another within the County of San Mateo; to designate any place within said County for the holding of any annual or special meeting or meetings of Members consistent with the Bylaws; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of law.

(d) Subject to Article XII hereof and with the approval of Members representing at least seventy-five percent (75%) of the voting power of the Association, the power but not the duty to borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

(e) Subject to Article VI hereof, the power and duty to fix and levy from time to time Annual Assessments, Special Assessments, the Conversion Assessment and Reconstruction Assessments upon Owners, as provided herein; to fix and levy from time to time in any fiscal year Capital Improvement Assessments applicable to that year only for Capital Improvements; to determine and fix the due date for the payment of such assessments, and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the payment of the Common Expenses of the Association, including all applicable taxes and assessments upon real or personal property owned, leased, controlled or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of its Members, in accordance with the provisions of this Declaration, the Articles and By-Laws. The Board shall have the power and duty to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for real and personal property taxes on the Complex and replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. The funds collected by the Board from the Owners, attributable for replacement reserves, for maintenance costs which cannot normally be expected to occur on an annual basis, for Capital Improvements, and for real and personal property taxes on the Complex, shall at all times be held in trust for the Owners and shall not be commingled with other assessments collected from the Members. Disbursements from such trust reserve fund shall be made only in accordance with the provisions of this Declaration. Such Annual Assessments, Reconstruction Assessments, Special Assessments, Capital Improvement Assessments and the Conversion Assessment shall be fixed in accordance with the provisions of this Declaration. Should any Owner fail to pay such assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent assessments as provided herein.

(f) The power and duty to enforce the provisions of this Declaration, the Articles, By-Laws, or other agreements of the Association and, in the case of the Conversion Assessment,

to delegate that power and duty of enforcement to Jalson Co., Inc. or any interested third party.

(g) Subject to Section 3.06 hereof, the power and duty to contract for and pay fire, casualty, blanket liability, malicious mischief, vandalism, errors and omissions, liquor liability and other insurance, insuring the Owners, the Association, the Board and other interested parties, covering and protecting against such damages or injuries as the Board deems advisable.

(h) Subject to Section 3.06 hereof, the power and duty to contract for and pay maintenance, legal, accounting, gardening, common utilities, materials and supplies, services and other Common Expenses relating to the Complex, and relating to the Units only to the extent not separately metered or charged, and to employ personnel necessary for the operation of the Complex, including legal and accounting services, and to contract for and pay for Improvements on the Complex.

(i) The authority, but not the duty, to delegate its powers according to law, provided that the Board shall not delegate its responsibilities as a hearing board pursuant to Article XIV hereof, except to a committee composed of Association Members; and to contract with a professional Manager subject to Section 3.06 hereof.

(j) The power, but not the duty, to grant easements where reasonably necessary for utility and other purposes over the Complex for the benefit of the Owners.

(k) The power and duty to fix, determine and name from time to time, if necessary or advisable, the non-profit fund, trust or corporation which is then or there organized or operated for similar purposes, to which the assets of this Association shall be distributed upon liquidation or dissolution, according to the Articles of Incorporation of the Association. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association, and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.

(l) The power and duty to adopt such Rules and Regulations as the Board may deem necessary for the management of the Complex, which Rules and Regulations shall become effective and binding after (1) they are adopted by a majority of the entire Board at a meeting called for that purpose, and (2) a copy of the Rules and Regulations so adopted is posted in a conspicuous place in the Complex. Such Rules and Regulations may concern, without limitation, use of the Complex facilities; signs; parking restrictions; collection and disposal of refuse; minimum standards of property maintenance consistent with this Declaration and the procedures of the Architectural Committee; and any other matter within the jurisdiction of the Association as provided in this Declaration; provided, however, that such Rules and Regulations shall be enforceable only to the extent that they are consistent with this Declaration, the Articles and By-Laws, and the Rules and Regulations may not be used to amend any of said documents.

(m) The power and duty to keep, or cause to be kept, a complete record of all acts and corporate affairs of the

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Association and to present a statement thereof to the Members at the annual meeting of the Members and at any other time that such statement is requested by at least ten percent (10%) of the Members who are entitled to vote.

(n) Subject to Article XII hereof, the power but not the duty to sell property of the Association, provided, however, that the prior vote or written approval of a majority of the voting power of the Association must be obtained to sell during any fiscal year any property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

Section 3.08. Repair and Maintenance Duties of Association. Subject to Article XI pertaining to eminent domain and, subject to Article X pertaining to repair by Owners, the Association shall paint, maintain, repair and make necessary Improvements to the Complex, or shall contract for such maintenance, repair and Improvements, to assure the maintenance of the Complex, in good condition and repair. Such maintenance, repairs and Improvements shall include, without limitation, all corrective architectural, janitorial, landscaping and repair work within any Unit and any corresponding Restricted Common Areas if the Owner fails to repair such Unit or Restricted Common Areas which are subject to the Owner's duty to maintain; repair and payment for all centrally metered utilities, water charges, and mechanical and electrical equipment in the Complex; payment of all Common Expenses; and repair and maintenance of all walks and other means of ingress and egress within the Complex; and if determined by the Board to be economically feasible, a monthly inspection and preventative program for the prevention and eradication of infestation by wood destroying and other pests and organisms in the Complex. Subject in all respects to the provisions of this Declaration, all such maintenance, repairs and Improvements to the Complex which are the responsibility of the Association shall be paid for as Common Expenses out of the Operations Account as provided in this Declaration. All work performed for and on behalf of an Owner shall be charged to such Owner as a Special Assessment, as herein provided. To the extent not assessed to the Owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of the Complex. It shall further be the affirmative duty of the Board to require strict compliance with all provisions of this Declaration and to cause the Complex to be inspected by the Architectural Committee for any violations thereof.

Section 3.09. Repair and Maintenance by Owner. Each Owner shall maintain, repair, replace, paint, paper, plaster, tile, finish and restore or cause to be so maintained, repaired, replaced and restored, at his sole cost and expense, the interior living elements of his Unit, including the windows, screens, cabinets, exposed plumbing, built-in appliances, wall and floor coverings, and the interior surfaces of the walls, ceilings, floors, doors and permanent fixtures, in a clean, sanitary and attractive condition, in accordance with the Plan and the original construction design of the Improvements in the Complex. Notwithstanding the foregoing, no interior walls, ceilings, floors or other structural or utility bearing portions of the Improvements housing the Units shall be altered or repaired without the prior written approval of the plans for such alteration or repair by the Architectural Committee. It shall

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further be the duty of each Owner to keep his Unit, and the Restricted Common Areas assigned thereto, free from debris. No Owner shall be responsible for the replacement or structural repair of his Unit or the Restricted Common Areas assigned thereto, so long as the damage is not caused by the willful or negligent acts of the Owner or his guests, invitees or tenants. It shall further be the duty of each Owner to pay when due any and all charges for all utility services which services are not centrally metered but are separately metered to his Unit. Subject to any required approval of the Architectural Committee, each Owner shall be responsible for maintaining those portions of any heating equipment and other utilities which are located within or individually serve his respective Unit.

Section 3.10. Rights of Entry. The Board shall have a limited right of entry in and upon all areas of the Complex, including all Units and Restricted Common Areas, for the purpose of inspecting the Complex, and taking whatever corrective action may be deemed necessary or proper by the Board, consistent with the provisions of this Declaration. However, nothing herein shall be construed to impose any obligation upon the Association to maintain or repair any portion of a Unit or Restricted Common Area to be maintained or repaired by the Owner. Nothing in this Section shall in any manner limit the right of the Owner to exclusive occupancy and control over the interior of his Unit. However, each Owner shall permit a right of entry to the Board or any other Person authorized by the Board, as reasonably necessary, whether the Owner is present or not, such as for maintenance or in case of any emergency originating in or threatening his Unit or any other Unit, for the purpose of performing required installation, alterations or repair to the mechanical or electrical services to a Unit. Except in the case of an emergency originating in or threatening a Unit, all requests for entry shall be made in advance and entry shall be at a time reasonably convenient to the Owner whose Unit is to be entered and the entered Unit shall be left in substantially the same condition as it existed immediately preceding such entry. In case of any emergency, such right of entry shall be immediate. Upon receipt of reasonable notice from the Association [which shall in no event be less than seven (7) calendar days] each Owner shall vacate his or her Unit in order to accommodate efforts by the Association to eradicate the infestation of wood destroying or other pests or organisms from the Complex or to perform any other maintenance or repairs pursuant to this Declaration. The Board shall have the right of entry to the Units and the right to remove Owners from their Units, as necessary, to accomplish its duties as provided herein. The cost of eradicating any infestation or of performing any such maintenance or repairs shall be a Common Expense of the Association; however, each Owner shall bear his or her own costs of temporary relocation.

Section 3.11. Use of Agent, Others. The Board, on behalf of the Association, shall contract with a professional Manager for the performance of maintenance and repair and for conducting other activities on behalf of the Association. The term of such contract for the furnishing of services to the Association shall not exceed one (1) year, renewable by agreement of the parties for successive one-year periods, and such contract shall be terminable by the Association at any time (1) for cause upon not more than thirty (30) days' written notice thereof, and

(2) without cause nor the payment of any termination fee upon not more than ninety (90) days' written notice. The Association may also obtain the services of such other employees and agents, whether hired directly by the Board or furnished by the Manager, as the Board shall determine may be necessary or proper for the performance of its functions or operation of the Condominium Project in a first-class manner including, without limitation thereto, the services of attorneys, accountants and architects.

Section 3.12. Books, Audit.

(a) The Board shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. Not less than forty-five (45) days and no more than sixty (60) days prior to the beginning of each fiscal year, the Board shall prepare and distribute to the Owners, a written itemized budget consisting of at least the following information:

- (i) Estimated revenue and expenses on an accrual basis;
- (ii) The amount of the total cash reserves of the Association currently available for replacement or major repair of common facilities and for contingencies;
- (iii) An itemized estimate of the remaining life of, and the methods of funding to defray the costs of repair, replacement or additions to, major components of the common areas and facilities for which the Association is responsible;
- (iv) A general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the common areas and facilities for which the Association is responsible;
- (v) A statement of the Association's policies and practices for enforcing liens, rights and other legal remedies against Owners in default in the payment of assessments;
- (vi) A statement of the place where the names and addresses of the current Members are located.

(b) At no greater than annual intervals, the Board shall obtain an independent audit of such books and records performed by a certified public accountant. Within one hundred twenty (120) days after the close of the fiscal year, the Board shall distribute to each Owner (and to any institutional first Mortgagee upon request), a report consisting of the following:

- (i) A balance sheet as of the end of the fiscal year;
- (ii) An operating (income) statement for the fiscal year;
- (iii) A statement of changes in financial position for the fiscal year;

(iv) For any fiscal year in which the gross income to the Association exceeds \$75,000, a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy.

(c) If the report referred to above is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared from the books and records of the Association without independent audit or review.

(d) All books, records and papers of the Association shall be made available for inspection and copying by any Member or his duly appointed representative at the principal office of the Association or at such other place within the Complex as the Board may prescribe. The Board shall establish reasonable rules with respect to (1) notice to be given to the custodian of the records by the Member desiring to make the inspection, (2) hours and days of the week when such an inspection may be made and (3) payment of the costs of reproducing copies of documents requested by a Member. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association. The right of inspection by a Director shall include the right to make extracts and copies of documents.

ARTICLE IV
OWNERS' RIGHTS TO USE AND ENJOYMENT OF COMPLEX FACILITIES

Section 4.01. Owners' Rights of Use and Enjoyment of Complex Facilities. Subject to the provisions of this Article, every Owner shall have, for himself and his family, authorized guests, invitees and tenants, a non-exclusive right of use and enjoyment of the facilities and Improvements of the Complex (except for the Units and Restricted Common Areas allocated to other Owners), and such right of use shall be appurtenant to and shall pass with the Ownership of every Condominium in the Complex:

Section 4.02. Extent of Owner's Rights of Use. The rights of use and enjoyment of the Complex facilities set forth in Section 4.01 shall be subject to certain restrictions, including, but not limited to the following:

(a) The right of the Association to construct additional Improvements on the Complex and to alter or remove any existing Improvements on the Complex for the benefit of the Owners; and

(b) The right of the Association, acting through the Board, to grant or convey easements, licenses or rights-of-way in, on or over the Complex for purposes and in the manner authorized under this Declaration.

(c) The right of the Association, acting through the Board, to reasonably restrict access to maintenance, landscaped and other such areas of the Complex.

(d) The right of the Association, acting through the Board, to designate a portion of the parking area of the

Complex (other than Restricted Common Areas allocated to Owners) as a Recreational Vehicle Area and to charge reasonable fees to cover the cost to the Association attributable solely to the Recreational Vehicle Area in connection with the renting or leasing of spaces in the Recreational Vehicle Area for recreational vehicle parking and storage; provided that (1) Owners shall have first priority over tenants to rent or lease such space and (2) there shall be no unreasonable discrimination among Owners entitled to rent or lease such spaces.

Section 4.03. Delegation of Use. Any Owner entitled to the right of use and enjoyment of the Complex facilities may delegate, in accordance with this Declaration, his or her right of use and enjoyment of the Complex facilities to Family, contract purchasers or tenants who reside in the subject Unit, subject to reasonable regulation by the Board; and provided that upon such contract or lease, the delegating Owner shall have no such right of use or enjoyment for so long as such contract purchaser or lessee shall continue to reside in the Unit of the delegating Owner.

Section 4.04. Waiver of Use. No Owner may exempt himself from personal liability for Assessments duly levied by the Association, nor effect the release of his Unit from the liens and charges thereof, by delegation or waiver of the use and enjoyment of the Complex facilities or by abandonment of his Unit.

Section 4.05. Damage by Owner. Each Owner shall be liable to the Association for any damage to the Complex not fully reimbursed to the Association by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner, or the Persons deriving their right of use and enjoyment of the Complex from said Owner, or said Owner's respective Family, and guests, both minor and adult. However, the Association reserves the right, acting through the Board, to determine whether any claim shall be made upon the insurance maintained by the Association; and the Association further reserves the right, after Notice and Hearing as provided herein, to levy a Special Assessment against said Owner equal to the cost of repairing such damage or the increase, if any, in insurance premiums attributable to the damage caused by such Member or the Persons for whom such Owner may be liable as described above. In the case of joint ownership of a Condominium, the liability of such co-Owners shall be joint and several, except to the extent that the Association shall have previously contracted in writing with such joint co-Owners to the contrary. After Notice and Hearing as provided in this Declaration, the cost of correcting such damage to the extent not reimbursed to the Association by insurance shall be a Special Assessment against the Owner and the subject Condominium and may be enforced as provided herein for the enforcement of other Assessments.

ARTICLE V
ARCHITECTURAL REVIEW COMMITTEE

Section 5.01. Members of Committee. The Architectural Review Committee, sometimes referred to in this Declaration as the "Architectural Committee" or the "Committee", shall consist of three (3) persons. The Board shall have the power to appoint and remove all of the members of the Architectural Com-

mittee. Persons appointed to the Committee by the Board shall be from the Membership of the Association, except that the Board may designate and appoint, and from time to time remove and replace, a representative to the Architectural Committee who is a licensed architect. The designated representative of the Board may be, but need not be, a member of the Committee or a Member of the Association.

Section 5.02. Inspection of Work. No construction, alteration, addition, modification, decoration, redecoration or reconstruction of an Improvement in the Complex shall be commenced or maintained until the plans and specifications therefor showing the nature, kind, shape, height, width, elevation, color, materials and location of the same shall have been submitted to the Committee and approved in writing by the Committee. The Committee shall consider and act upon any and all plans and specifications submitted by an Owner for its approval pursuant to this Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. The Owner shall obtain a written, dated, receipt for the plans and specifications from an authorized agent of the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Complex as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Complex or the enjoyment thereof by the members, and that the upkeep and maintenance thereof will not become a burden on the Association. The Committee may condition its approval of proposals or plans and specifications for any Improvement upon any or all of the following conditions: (1) upon the Owner obtaining any necessary building permits from the City of San Mateo, (2) upon the Owner applicant's furnishing the Association with security acceptable to the Association against any mechanic's lien or other encumbrance which may be recorded against the Complex as a result of such work, (3) on such changes therein as it deems appropriate, (4) upon the agreement by the Owner applicant to grant appropriate rights of entry to the Association for the maintenance of the Improvements, and/or (5) upon the agreement of the Owner applicant to reimburse the Association for the cost of maintenance. The Committee may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee shall also issue rules or guidelines setting forth specific standards of approval, procedures for the submission of plans for approval (including the requirement of a fee to accompany each application for approval), and any reasonable additional factors which it will take into consideration in reviewing submissions. The Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as based upon the reasonable cost of the construction, alterations or additions contemplated. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Committee of

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any required plans and specifications, the Committee may postpone review of any plan submitted for approval.

Decisions of the Committee and the reasons therefor shall be transmitted by the Committee to the applicant at the address set forth in the application for approval, within thirty (30) days after receipt by the Committee of all materials required by the Committee. Any application submitted pursuant to this Section 5.02 shall be deemed approved, unless written disapproval or a request for additional information or materials by the Committee shall have been transmitted to the applicant within thirty (30) days after the date of the receipt given by the Committee for such application or additional materials.

Section 5.03. Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 5.09. In the absence of such designation, the vote of any two (2) members of the Committee, or the written consent of any two (2) members of the Committee taken without a meeting, shall constitute an act of the Committee.

Section 5.04. No Waiver of Future Approvals. The approval of the Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

Section 5.05. Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 5.06. Correction of Defects. Inspection of work and correction of defects therein shall proceed as follows:

(a) The Owner shall give the Committee prompt notice of completion of the work.

(b) The Committee or its duly authorized representative may at any time inspect any Improvement for which approval of plans is required under this Article V; provided, however, that the Committee's right of inspection of the Improvement for which plans have been submitted and approved shall terminate sixty (60) days after such work of Improvement shall have been completed and the respective Owner shall have given written notice to the Committee of such completion. The Committee's rights of inspection shall not terminate pursuant to this paragraph in the event plans for the work of Improvement have not previously been submitted to and approved by the Committee. If, as a result of such inspection, the Committee finds that such Improvement was done without obtaining approval of the plans therefor or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing

of failure to comply with this Article V within sixty (60) days from the inspection, specifying the particulars of noncompliance. The Committee shall have the authority to require the Owner to take such action as may be necessary to remedy the non-compliance.

(c) If upon the expiration of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, as provided in this Declaration, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within such period, the Board may record a Notice of Noncompliance against the Owner's Unit, peacefully remove the noncomplying Improvement or otherwise peacefully remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Assessment against such Owner for reimbursement collectible in the same manner as Annual Assessments provided in this Declaration. The right of the Association to remove a noncomplying Improvement or otherwise remedy the noncompliance shall be in addition to all other rights and remedies which the Association may have at law or in equity.

(d) If for any reason the Committee fails to notify the Owner of any noncompliance with previously submitted and approved plans within sixty (60) days after receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

(e) Notwithstanding anything contained in this Declaration to the contrary, any member of the Board or of the Committee, or any officer of the Association, shall immediately notify the Board upon learning of any work of improvement on the Complex undertaken by or on behalf of an Owner, including any work of improvement located entirely within such Owner's Unit. Within ten (10) days after the Board learns of such work or improvement, the Board shall cause a notice of nonresponsibility to be recorded and posted in the manner specified in Section 3094 of the California Civil Code, or such other provision of California law dealing with nonresponsibility for mechanics' liens resulting from such Owner's work on any portion of the Complex.

Section 5.07. Non-Liability of Committee Members.

Neither the Architectural Committee nor any member of the Architectural Committee, the Board nor their duly authorized representative shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the duties hereunder, unless due to the willful misconduct or bad faith of any such Person. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate

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vicinity and the Complex generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The Architectural Committee's approval or disapproval shall be based solely on the considerations set forth in this Article V, and the Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 5.08. Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Any such variances must be approved by a majority of the members of the Architectural Committee, must be evidenced in writing, and must be signed by a majority of the members of the Architectural Committee. The variance shall become effective upon certification by the Secretary of the Association and recordation in the books and records of the Association. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance and shall not necessarily serve as a basis for subsequent variances with respect to other Units. The granting of any variance shall not affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of his Unit.

ARTICLE VI
ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

Section 6.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner, upon his or her acceptance of a deed to a Unit or upon acceptance of a deed to a Unit on behalf of said Owner by the Trustee of the Liquidating Trust referred to below, covenants and agrees and is deemed to covenant and agree to pay to the Association the Conversion Assessment, and all Annual Assessments for Common Expenses and all applicable Special Assessments, Reconstruction Assessments and Capital Improvement Assessments. Except as provided in Section 6.06, the payment of all such Assessments, together with interest and late charges as provided in Section 6.09, costs, and reasonable attorneys' fees incurred by the Association in the enforcement or collection of any such assessments, shall be a separate, distinct and personal obligation of the Person who was the Owner of the Condominium at the time when the assessments fell due, and shall bind his heirs, personal representatives and assigns. This personal obligation cannot be avoided by sale or abandonment of the Unit of said Owner, or by an offer to waive use of the Complex facilities. The foregoing notwithstanding, such assessments shall not be the personal obligation of the Trustee of the Woodlake Housing Corporation Shareholder's Liquidating Trust U/T/D _____, 1987, (the "Liquidating Trust") formed at the time of and to facilitate the conversion of the Woodlake property to a condominium by holding legal title to those Condominiums whose beneficial owners do not take legal title as of the date of the conversion. Such

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assessments shall be the personal obligation of such beneficial owners from and after the date of recordation of the first grant deed conveying a Unit in the Condominium Complex, as provided herein and in the Trust Agreement.

Section 6.02. The Funds of Association. The Board shall establish a general operation account, an insurance account and a maintenance and other reserve accounts as it may deemed appropriate for deposit and maintenance of the funds of the Association (the "Association Funds"), into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under the Articles, By-Laws, and this Declaration. The Association Funds shall include: (1) an Operations Account for current Common Expenses of the Association, (2) a Maintenance Reserve Fund for capital improvements, replacements, painting and repairs of the Complex, (3) an Insurance Reserve Account to pay premiums on insurance carried by the Association, and (4) any other funds which the Board may establish to the extent necessary under the provisions of this Declaration. The Operations Account shall be separate from the reserve accounts, or any other account established by the Board. All such accounts shall be maintained only in institutions which are insured by the FDIC or FLSIC, or in instruments insured or guaranteed by the federal government, and no account shall exceed the amount for which it is insured by such agencies. The Board shall not commingle any amounts deposited into any of the Association Funds. Nothing contained herein shall limit, preclude or impair the establishment of additional Association Funds by the Association, so long as the amounts assessed to, deposited into, and disbursed from any such Fund are earmarked for specified purposes authorized by this Declaration.

Section 6.03. Purpose of Assessments. The assessments levied by the Board on behalf of the Association shall be limited to those assessments authorized in this Declaration and shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the operation, replacement, improvement and maintenance of the Complex. All amounts collected by the Association must be used solely for the common benefit of all of the Owners for purposes authorized by this Declaration, as amended from time to time. Disbursements from the accounts of the Association shall be made by the Board for such purposes as may be necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners. Each assessment account shall be separately reflected in the accounting records of the Association. No withdrawal shall be made from any reserve account except by resolution of the Board. Nothing in this Declaration shall be construed to preclude the Association from using any assessments to abate any annoyance or nuisance emanating from outside the physical boundaries of the Complex.

Section 6.04. Basis of Annual Assessment. The Board may, by majority vote, increase or decrease the budget of the Association and the corresponding Annual Assessment by no more than ten percent (10%) of the budget and the corresponding Annual Assessment for the preceding year. Any proposed increase or decrease in the budget and Annual Assessment in excess of said ten percent (10%) must be approved by a majority vote of the Membership of the Association.

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Section 6.05. Establishment of Annual Assessment.
The Board shall authorize and levy the amount of the Annual Assessment upon each Unit, as provided herein, by majority vote of the Board. All Annual Assessments shall be assessed proportionately against the Condominiums, based upon the percentages reflected in the Maintenance Expense Schedule.

Written notice of the Annual Assessments shall be sent to every Owner. The Board shall fix the amount of the Annual Assessments against each Owner and his respective Unit at least thirty (30) days in advance of each Annual Assessment period. Each Annual Assessment shall constitute an aggregate of separate assessments for each of the accounts, reflecting an itemization of the amounts assessed and attributable to prospective deposits into the Accounts.

In the event that the Board shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the Complex for any reason, it shall immediately determine the approximate amount of such inadequacy. Subject to the provision of Section 6.04 of this Article, the Board shall have the authority to levy, at any time by a majority vote, a supplemental Annual Assessment, reflecting a revision of the total charges to be assessed against each Owner and Condominium. Written notice of any change in the amount of Annual Assessments levied by the Association through the Board shall be given to all Owners not less than thirty (30) days prior to the effective date of such change.

Section 6.06. Collection of Annual Assessments. Commencing on the first day following the recordation of the first deed to a Unit hereunder, the Board shall fix and collect monthly from each Owner his share of the Annual Assessments. Annual Assessments for fractions of any month involved shall be prorated. At least annually the Board shall present to the Owners, and to any and every holder of a first Mortgage on a Condominium who has filed a written request with the Board, a written financial statement, reflecting income and expenditures of the Association including status of the operating and reserve accounts as further provided in Section 3.12.

At the end of any fiscal year of the Association, the Membership may determine that all excess funds in the Operations Account may be returned to the Owners proportionately, or may be retained by the Association and used to reduce the following year's Annual Assessments. Upon dissolution of the Association, any amounts remaining in any of the Accounts shall be distributed proportionately to or for the benefit of the Owners as provided in the Articles.

In any voluntary or involuntary conveyance of a Condominium, the new Owner ("Purchaser") shall be jointly and severally liable with the previous Owner ("Seller") for all unpaid assessments levied by the Board of Directors against the Seller for his proportionate share of the Common Expenses up to the time of the transfer, without prejudice to the right of the Purchaser to collect from the Seller therefor. Any such Purchaser shall be entitled to a statement from the Board or the Manager of the Association, setting forth the amount of the unpaid assessments against the Seller due the Association; and such Purchaser shall not be liable for, nor shall the Condominium represented thereby

be liable for any unpaid assessments levied by the Board against the Seller in excess of the amount set forth in the statement; provided, however, that the Purchaser shall be liable for any such assessment becoming due after the date of any such statement. Notwithstanding the foregoing, and subject to the provisions of Section 6.10, any first Mortgagee or other Purchaser for value who obtains title to a Condominium pursuant to the remedies provided in the first Mortgage or by foreclosure of the first Mortgage, shall not be liable for unpaid assessments or charges against the mortgaged Condominium which accrue prior to the time such Mortgagee acquires title to that Condominium.

Section 6.07. Capital Improvement Assessments.

Should the Board determine the need for a capital improvement or other such expenditure, the cost of which in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for the then current fiscal year (exclusive of real and personal property taxes assessed against the Complex), then the vote or written consent of Owners representing at least a majority of the voting power of the Association shall be required to approve and render effective a Capital Improvement Assessment levied by the Board to cover the cost of such expenditure. Capital Improvement Assessments may be levied by the Board without the consent of the Owners, if the aggregate cost of the expenditure does not exceed five percent (5%) of the budgeted gross expenses of the Association for the then current fiscal year (exclusive of real and personal property taxes assessed against the Complex, if any). Capital Improvement Assessments shall be apportioned among the Owners in the same proportion that Annual Assessments are levied among the Owners.

Section 6.08. Conversion Assessment.

Concurrently with the recordation of the first deed conveying a Unit in the Condominium Complex, the Conversion Assessment shall be due and payable in cash; provided, however, that upon the express written election of the Owner in question, the Conversion Assessment applicable to his Condominium may be paid by a promissory note in the amount of the Conversion Assessment payable to the Association. Any such promissory note shall be payable in full upon transfer of title to the Condominium, excluding transfer by gift, devise or inheritance, but including transfer between spouses in connection with a divorce, dissolution, or property settlement. If such promissory note is paid in full at any time on or before the first anniversary date thereof, no interest shall be due thereunder. Any such promissory note not so paid in full, shall earn interest on the outstanding principal balance at the rate of ten percent (10%) per annum, from and after the first anniversary date of said note until paid in full. If the Conversion Assessment is paid by promissory note, then the Association shall have the right to assign its interest in such promissory note to Jalson Co. and to file a notice of lien against the Condominium of the Owner who elects to defer payment, or to assign its right to file such a lien to Jalson Co., in the manner provided in Section 6.10 below. Each Owner, by accepting a grant deed to his Condominium hereby specifically covenants and agrees to pay the Conversion Assessment in the manner provided herein and consents to the imposition of a lien to enforce payment and foreclosure of the lien if he fails to pay.

Section 6.09. Delinquency and Acceleration.

Any installment of an assessment provided for in this Declaration

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shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an assessment not paid within fifteen (15) days after its due date, the Board may, at its election, require the delinquent Owner to pay a late charge of an amount fixed by the Board but not to exceed Five Dollars (\$5.00) or five percent (5%) of the amount of the delinquent installment, whichever is greater, together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date thirty (30) days after the assessment becomes due to and including the date full payment is received by the Association. If any installment of an Annual Assessment is not paid within thirty (30) days after its due date, the Board shall mail a notice to the Owner and to each first Mortgagee who has requested a copy of the notice. Such notice shall specify (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Annual Assessment for the then current fiscal year and imposition of a lien against the Condominium which will be subject to foreclosure by the Association if the assessment is not paid. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the nonexistence of a default or any defense of the Owner to acceleration and sale. If the delinquent installments of the Annual Assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the Annual Assessment for the then current fiscal year, attributable to that Owner, to be immediately due and payable without further demand and may enforce the collection of the full Annual Assessment and all charges thereon in any manner authorized by law and this Declaration.

Section 6.10. Notice of Lien. The Board may cause to be prepared and recorded in the Office of the San Mateo County Recorder a Notice of Delinquent Assessment ("Notice of Lien") reflecting any delinquent assessment or installment thereof, levied by the Association against any Owner and his Condominium as provided in this Declaration. Such Notice of Lien shall state (1) the amount of such delinquent assessment or installment, as the case may be, and other authorized charges and interest, including without limitation the cost of preparing such Notice of Lien, (2) the expenses of collection in connection with any delinquent installments, including without limitation reasonable attorneys' fees, (3) a description of the Condominium against which the same has been assessed, (4) the name of the Owner thereof, (5) the name and address of the Association, and (6) the fact that such lien is subordinate to any first Mortgage of Record. Such Notice of Lien shall be signed by an authorized representative of the Association and a copy shall be delivered to the delinquent Owner and any Mortgagee of such Owner who has requested such notice. Upon payment to the Association of the full amount claimed in the Notice of Lien, or other satisfaction thereof, the Board shall cause to be prepared and recorded a Notice of Satisfaction and Release of Lien ("Notice of Release") stating the satisfaction and release of such amount claimed. The Board may demand and receive from the applicable Owner a reasonable charge for the preparation of such Notice of Release before

recording the same. Any Purchaser or encumbrancer, who has acted in good faith and extended value may rely upon such Notice of Release, as conclusive evidence of the full satisfaction of the sums stated in the Notice of Lien.

Section 6.11. Liens, Enforcement. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective Condominium prior and superior to all other liens and any declaration of homestead, except (1) all taxes and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first Mortgage or other Mortgages made in good faith and for value and recorded in the books and records of the Association or the Office of the San Mateo County Recorder prior to the date on which a Notice of Lien is recorded pursuant to Section 6.10. Such lien shall relate only to the Condominium against which the assessment was levied and not the Complex as a whole. It shall be the duty of the Board to enforce the collection of any amounts due under this Declaration by one or more of the alternative means of relief afforded by law and this Declaration. Such lien may be enforced by sale of the Condominium by the Association, its attorney or other person authorized by the Association to make the sale, after failure of the Owner to pay an assessment, or an installment thereof, as provided herein. Such sale shall be conducted in accordance with the provisions of California law pertaining to the exercise of powers of sale in mortgages and deeds of trust, or in any manner permitted by law. An action may be brought to foreclose the lien of the Association by the Board or by any Owner if the Board fails or refuses to act, after expiration of at least thirty (30) days from the date on which the Notice of Lien was recorded; provided that at least ten (10) days have expired since a copy of the Notice of Lien was mailed to the defaulting Owner affected thereby, and subject to the provisions of Section 6.09 of this Article in the event that the Board accelerates the due date of any Annual Assessment installments. In any such foreclosure, the defaulting Owner shall be required to pay the Association a reasonable rental for the Condominium, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association, through its agents, shall have the power to bid on the Condominium at the foreclosure sale, and acquire, hold, sublease, mortgage and convey the same, subject to any outstanding first Mortgage of Record. Upon completion of the sale, the Trustee conducting the sale shall convey the defaulting Owner's Condominium to the Purchaser at the sale, subject to any outstanding first Mortgage of Record. Such conveyance shall be reflected in the books and records of the Association, subject to any outstanding first Mortgage of Record. In the event any first Mortgage of Record remains outstanding against the defaulting Owner's Condominium following conveyance by the Trustee in foreclosure, the Association shall promptly notify such first Mortgagee of the conveyance. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure possession of the Condominium and the defaulting Owner shall be required to pay the reasonable rental value for such Condominium during any period of continued occupancy by the defaulting Owner or any person claiming under the defaulting Owner.

ARTICLE VII
RESIDENCE AND USE RESTRICTIONS

All of the Complex shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 7.01. Residential Use. No Unit shall be used for any purpose other than residential purposes. No gainful occupation, profession, trade or other non-residential use shall be conducted within the Complex. The provision of this Section 7.01 shall not preclude professional and administrative occupations without external evidence thereof, for so long as such occupations are in conformance with all applicable governmental ordinances and are merely incidental to the use of the Unit as a residence.

Section 7.02. Parking and Vehicular Restrictions. No commercial-type vehicle (including, but not limited to, any truck), no recreational vehicle (including, but not limited to, any camper unit, house car or motor home), bus, trailer, trailer coach, camp trailer, boat, aircraft, mobile home, inoperable vehicle or any other similar vehicle or any vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board, shall be parked, kept or maintained anywhere on the Complex. No repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle shall be conducted upon any portion of the Complex. No inoperable vehicle shall be stored or allowed to remain on the Complex. The parking areas shall be used for parking authorized vehicles only and shall not be converted for storage, living, recreational or business purposes.

Section 7.03. Antennae. Subject to Section 7.10 below, no radio station or shortwave operators of any kind shall operate from any Unit or any other portion of the Complex unless approved by the Architectural Committee. A cable or master antenna or antennae may, but need not be, provided for use of all Owners. With the exception of any Association-maintained Master antenna system, no exterior radio antenna, "C.B." antenna, television antenna, or the antenna of any type shall be erected or maintained anywhere in the Complex.

Section 7.04. Insurance Rates. Nothing shall be done or kept in the Complex which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Complex which would result in the cancellation of insurance on any property maintained by the Association or which would be in violation of any law.

Section 7.05. Subdivision. No Owner shall physically subdivide or lease only a portion of his Condominium or Restricted Common Area without the prior written consent of a majority of the voting power of the Association and without first having complied with applicable laws and regulations. This provision shall not be construed to limit the right of an Owner to rent or lease his entire Condominium by means of a written lease or rental agreement subject to the Restrictions; provided, however, that no lease of a Condominium may be for a term in excess of one (1) year unless such lease is first approved in writing by the first Mortgagee of such Owner. No Owner shall be permitted to lease or rent his Condominium for transient or hotel pur-

poses. The terms of any such lease or rental agreement shall be subject in all respects to the provisions of this Declaration and the By-Laws of the Association and any failure by the lease or rental agreement to comply with the terms of this Declaration or the By-Laws shall constitute a default under the Lease or rental agreement. Notwithstanding the foregoing, no Condominium may be partitioned or subdivided (physically or legally) without the prior written approval of the holder of any first Mortgage lien on such Condominium; and this Section may not be amended without the prior written approval of at least seventy-five percent (75%) of the first Mortgagees.

Section 7.06. Signs. No sign, poster, billboard, advertising divide or other display of any kind shall be displayed to the public view without the approval of the Architectural Committee, except signs of customary and reasonable dimensions as prescribed by the the Architectural Committee as may be displayed from the interior of a Unit advertising the Condominium for lease or sale. Any sign stating that a Condominium is for sale lease may be placed within the appurtenant Unit but not upon any exterior portion of the structures comprising the Complex. Mailboxes and address identification signs shall be maintained by the Association. Notwithstanding the foregoing, nothing herein contained shall be construed in such a manner as to permit the maintenance of any sign which is not in conformance with any ordinance of the City of San Mateo.

Section 7.07. View Obstructions. No vegetation or other or other obstruction shall be planted or maintained upon any patio, deck or balcony in such location or of such height as to obstruct the view from any other Unit in the vicinity thereof. In the event of a dispute between Owners as to the obstruction of a view from a Unit, such dispute shall be submitted to the Architectural Committee, whose decision in such matters shall be binding. Any such obstruction shall, upon request of the Architectural Committee, be removed or otherwise altered to the satisfaction of the Architectural Committee, by the Owner upon whose Unit said obstruction is located. Any item or vegetation which is exposed to the view of any Owner, shall be removed or otherwise altered to the satisfaction of the Architectural Committee, if such Committee determines that the maintenance of such item or vegetation in the then existing state is contrary to the purposes or provisions of this Declaration. The Architectural Committee shall ensure that the vegetation on the Complex maintained by the Association is cut frequently, so that the view of any Owner is not unreasonably obstructed.

Section 7.08. Prohibition of Pets and Other Animals. No reptiles, insects, poultry or other animals of any kind, including, but not limited to, domestic dogs, cats and other household pets, shall be raised, bred or kept in any Unit or anywhere in the Complex.

Section 7.09. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Complex, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No activity shall be permitted to exist or operate upon any portion of the Complex, so as to be offensive, hazardous or detrimental to any other property in the vicinity thereof or to its occupants, and the Board shall have the right

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to determine if any noise, odor or activity producing same constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Complex, shall be located, used or placed on any portion of the Complex, without the prior written approval of the Architectural Committee. All storage shall be enclosed within the enclosed Units or designated storage areas. Each Owner shall be accountable to the Association and other Owners for the acts and conduct of, and any damage caused by his tenants or others residing in or visiting his Unit; and any damage to the Complex facilities or property of another Owner caused by such persons shall be repaired by the Association at the sole expense of the Owner with whom said persons are residing or visiting.

Section 7.10. Inside and Outside Installations. No outside installation of any type, including but not limited to a television or radio pole, antenna or clothesline shall be constructed, erected or maintained on any Unit, Common Area or Restricted Common Area, except as may be installed by or with the prior consent of the Architectural Committee. With the exception of installations existing at the time of the recordation of this Declaration, no patio covers, awnings, chimneys, skylights, wiring, or installation of air conditioning, water softeners, or other machines shall be installed on the exterior of the building of the Complex, or be allowed to protrude through the walls or roof of the building, unless the prior written approval of the Architectural Committee is secured. Outdoor patio or lounge furniture, plants and barbecue equipment may be maintained pursuant to the Rules and Regulations. The type and color of all exposed window coverings shall be subject to the prior written approval of the Architectural Committee. Notwithstanding the specificity of the foregoing, no exterior addition, change or alteration to any Unit or Restricted Common Area shall be commenced without the prior written approval of the Architectural Committee. Nothing shall be done in any Unit or in, on or to the Complex facilities which will or may tend to impair the structural integrity of any building in the Complex or which would structurally alter any such building except as otherwise expressly provided herein. There shall be no alteration, repair or replacement of wall coverings which may diminish the effect of sound control within the Unit for such Owner. There shall be no destruction of any part of the Complex, except by the Association in accordance with the Restrictions. No utility bearing or structural interior wall in any of the Improvements of the Complex shall be pierced or otherwise altered in any way, without a structural engineering analysis and the prior written approval of the Architectural Committee. No Owner shall cause or permit any mechanics lien to be filed against any portion of the Complex for labor or materials alleged to have been furnished or delivered to the Complex for any such Owner. Any such Owner shall immediately cause such lien to be discharged within five (5) days after notice to the Owner from the Board. The Board may discharge the lien and charge the Owner a Special Assessment for such cost of discharge after Notice and Hearing.

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Section 7.11. Rubbish Removal. Trash, garbage, or other waste shall be disposed of only by depositing same into a designated trash container. No portion of the Complex shall be used for the storage of building material, refuse or any other materials, other than in connection with approved construction. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor. No clothing, household fabrics or other unsightly articles shall be hung, dried or aired on any portion of the Complex, including the interior of any Unit, so as to be visible from other Units or the street. No lumber, grass, shrub or tree clippings or plant wastes, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate in any Unit, including any patio, balcony or parking space.

Section 7.12. Drainage. There shall be no interference with the established drainage pattern over the Complex, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time of recordation of this Declaration, or that which show on any plans approved by the Architectural Committee.

Section 7.13. Water Supply Systems. No individual water supply or water softener system shall be permitted in any Unit unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of any applicable water district, the City of San Mateo and all other applicable governmental authorities. Any sewage disposal system shall be installed only after approval by the Architectural Committee and any governmental health authority having jurisdiction.

ARTICLE VIII
INSURANCE

Section 8.01. Duty to Obtain Insurance; Types. The Board shall obtain and continue in effect adequate blanket public liability insurance, with such limits as may be considered advisable by the Board (but not less than \$1 million dollars covering all claims for personal injury and property damage arising out of a single occurrence), insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its Members, with respect to the Complex and any other property under its jurisdiction. The Board shall also obtain and continue in effect property insurance for fire and other perils commonly provided in the Special Extended Coverage form of policy, in an amount as near as possible to the full replacement value of the Complex (including, without limitation, all improvements, built-in appliances and cabinets, if any) without deduction for depreciation, and including an agreed amount or stipulated value endorsement which waives coinsurance. Such insurance shall be maintained by the Board for the benefit of the Association, the Owners, and the Mortgagees, as their interest may appear as named insureds, subject, however, to loss payment requirements as set forth herein. The Board shall purchase such other insurance, as necessary, to cover such other risks as shall customarily be covered with respect to condominium complexes similar in construction, location and use. Fidelity bond coverage must be obtained by the Association for any person or

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entity handling funds of the Association, including, but not limited to, officers, directors, trustees and employees of the Association and employees of any professional managing agent of the Association. Such coverage for the professional managing agent may be provided by the managing agent, provided that such coverage is acceptable to the Association, and that such insurance includes the Association as an additional insured.

Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such property and liability insurance and fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA") and The Mortgage Corporation ("FHLMC"), so long as any of which is a Mortgagee or Owner of a Condominium, except to the extent such coverage is not available or has been waived in writing by the FNMA, GNMA and FHLMC, as applicable.

Section 8.02. Waiver of Claims Against Association. As to all policies of insurance maintained by the Association and the Owners which will not be voided or impaired thereby, the Association and the Owners hereby waive and release all claims against one another and the Board, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said Persons.

Section 8.03. Rights and Duty of Owner to Insure. It shall be the responsibility of each Owner to provide insurance on his personal property and upon all other property within his Unit or Restricted Common Area which is not insured by the Association's blanket policy. Nothing herein shall preclude any Owner from carrying any public liability insurance as he may deem desirable to cover his individual Unit or elsewhere upon the Complex. All such other policies as may be carried by Owners shall contain waivers of subrogation of claims against the Association, the Board, the officers of the Association and all other Owners. Such other policies shall not adversely affect or diminish any liability under any insurance obtained by the Association, and duplicate copies of such other policies shall be deposited with the Board. If any loss intended to be covered by insurance carried by the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by an Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association, to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

Section 8.04. Notice of Expiration Requirements. All of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be cancelled or terminated, or expired by their terms, without sixty (60) days' prior written notice to the Board, the Owners and their respective first Mortgagees (provided that such Owners or Mortgagees have filed written requests with the carrier for such notice) and every other Person in interest who shall have requested such notice of the insurer.

Section 8.05. Insurance Premiums. Insurance premiums for any such blanket insurance coverage obtained by the Association

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and any other insurance deemed necessary by the Board shall be a Common Expense to be included in the Annual Assessments levied by the Association and collected from the Owners; and the portion of such payments necessary for the required insurance premiums shall be separately accounted for by the Association in the Insurance Reserve Account, to be used solely for the payment of premiums of required insurance as such premiums become due.

Section 8.06. Trustee for Policies. The Association, acting through its Board, is hereby appointed and shall be deemed trustees of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in Section 8.01 shall be paid to the Board as trustees. The Board shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair and replacement of the property for which the insurance was carried. Any surplus shall be applied to the Operating Reserve or otherwise disposed of as provided in Article X of this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire, by first Mortgagees who have filed written requests as provided in Article XII of this Declaration. Pursuant to Board authorization, a majority of the Directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds.

Section 8.07. Actions as Trustee. Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance, in a manner satisfactory to seventy-five percent (75%) of the first Mortgagees who have filed requests under Article XII of this Declaration, to the extent such first Mortgagees desire to participate. Duplicate originals or certificates of all policies of fire and casualty insurance carried by the Association and of all renewals thereof, together with the proof of payment or premiums, shall be delivered by the Association to all Mortgagees who have requested the same in writing.

Section 8.08. Annual Insurance Review. The Board shall review the insurance carried by the Association at least annually, for the purpose of determining the amount of the casualty and fire insurance referred to in Section 8.01 above. The Board shall obtain a current appraisal of the full replacement value of the Improvements in the Project except for foundations and footings, without deduction for depreciation, by a qualified independent insurance appraiser, prior to each such annual review.

Section 8.09. Required Waiver. All policies of physical damage insurance shall provide, if reasonably possible, for waiver of the following rights, to the extent that the respective insurers would have the rights without such waiver.

- (a) subrogation of claims against the Owners and the tenants of the Owners;

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- (b) any defense based on co-insurance;
- (c) any right of set-off, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Association;
- (d) any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured;
- (e) any right of the insurer to repair, rebuild or replace, and, in the event the building is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the Improvements insured;
- (f) notice of the assignment of any Owner of his interest in the insurance by virtue of a transfer of his Condominium; and
- (g) any right to require any assignment of any Mortgage to the insurer.

**ARTICLE IX
EASEMENTS AND RESERVATIONS**

Section 9.01. Encroachments. If any portion of the Common Area encroaches on any Unit, or if any portion of a Unit encroaches on the Common Area, there shall be valid easements for the maintenance of such encroachments so long as they shall exist. None of the rights and obligations of the Owners created herein, or by the instruments creating the Condominiums, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; but in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful conduct of said Owner, or his Family, contract purchasers, lessees and tenants, or their guests, invitees or licensees. If, after construction of the Improvements, the dimensions or location of a Unit, parking area, deck, storage area 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.

Section 9.02. Easements and Rights Reserved For The Association.

(a) Right of Entry and Enforcement. The Association shall have and enjoy an easement and right of entry and access for the exercise or performance by the Association, and persons and organizations authorized by it, of its rights and duties as provided in this Declaration including, without limitation thereto, the right to enter in or upon any Unit or Restricted Common Area as necessary in connection with construction, maintenance or emergency repair for the benefit of the Common Area or the Owners in common, to which each and every part of the Com-

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plex, including each Unit and the Restricted Common Area appurtenant thereto, shall be subject. Entry to a Unit pursuant to this easement shall be restricted to reasonable times and must be preceded by reasonable notice to the occupant unless entry is required by an emergency.

(b) Maintenance, Repair and Replacement. The Association shall have and enjoy easements on, over, under, across and through, and a right of entry and access to, the Condominium Complex, and every part thereof including, without limitation thereto, the individual Units and appurtenant Restricted Common Area, for the installation, repair, maintenance and replacement of water, electric, telephone, gas, sanitary sewer lines and facilities, heating and air conditioning facilities, cable or master television antenna lines, or similar utilities, as shown on the Map, or as may hereafter be necessary or appropriate to service the Condominium Complex, or any portion thereof, including the individual Condominiums, together with the right to grant and transfer the same for the benefit of the Condominium Complex and the Owners of Condominiums therein.

(c) Signs, Maps and Address Registers. The Association shall have and enjoy easements on, over, across and through the Common Area for the installation, maintenance, repair and replacement of such signs, maps and address registers as may now or hereafter be required to comply with the ordinances and regulations of the City of San Mateo, the Resolutions of the San Mateo City Council, and the ordinances, regulations and resolutions of any other governmental entity including, without limitation thereto, the San Mateo City Fire Department.

Section 9.03. Easements and Rights Reserved for the Owners.

(a) Maintenance, Repair and Replacement. The Owner of each Condominium served by a sanitary sewer, water, gas, electric, telephone, television line or connection, or similar utility connection, wherever located upon the Property, shall be entitled to the full use and enjoyment of such portions of said connections as service his Condominium. Each Owner of a Condominium shall have and enjoy a nonexclusive easement of ingress and egress on, over, under, across and through, and a right of entry and access to, adjacent Condominiums and the Common Area for the purpose of repair, replacement and maintenance of the Owner's Condominium, as and when necessary, including any such connection; provided that, except in an emergency, entry into the Condominium of an adjacent Owner pursuant hereto shall be preceded by written notice to said Owner or by written authorization of the Association and at a time which shall cause the least inconvenience to said Owner. Except as expressly provided in Section 9.02(a), the Owner for whose benefit such entry is obtained, or the Association, as the case may be, shall indemnify the Owner whose Condominium has been entered against any and all loss, cost, damage, injury or expense to real or personal property arising out of or in any way related to such entry or such repair, replacement and maintenance. In the event of a dispute between Owners with respect to the maintenance, repair, replacement or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written request by one of such Owners addressed to the Association, the matter shall be submitted to the Board who shall decide the dispute, and the

decision of the Board shall be final and conclusive on the parties.

(b) Driveways. Subject to the other provisions of this Declaration, the Rules and Regulations of the Association, and the resolutions of the Board, the Owners, including Grantor, their tenants, and their respective family members, guests, invitees and licensees, shall each have a nonexclusive easement for ingress and egress on, over, and across the driveways now or hereafter located upon the Common Area. As used herein, the term "driveways" includes all roads required for ingress and egress between Parking Areas and public streets but expressly excludes Parking Areas the use of which shall be subject to the provisions of this Declaration.

(c) Common Area. Subject to the other provisions of this Declaration, the rules and regulations of the Association, and the resolutions of the Board, each Owner, his contract purchaser or tenant, and their respective family members, guests, invitees and licensees, shall have a nonexclusive easement for ingress, egress and utility purposes on, over, under, across and through the Common Area.

(d) Restricted Common Area. Subject to the other provisions of this Declaration, the Rules and Regulations of the Association, and the resolutions of the Board, any Balcony, Deck, Patio, Parking Area, Storage Area or other portion of the Common Area specifically identified on the Plan and conveyed by Grantor as an exclusive easement appurtenant to a particular Unit shall be subject to an exclusive easement appurtenant to such Unit and shall be used and enjoyed exclusively by the Owner or Owners of such Unit to which the Restricted Common area is appurtenant and not by others except by invitation.

(e) Resolutions of Disputes. In the event of a dispute between Owners with respect to the maintenance, repair, replacement or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written request by one of such Owners addressed to the Association, the matter shall be submitted to the Board who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

ARTICLE X
DESTRUCTION OF IMPROVEMENTS

Section 10.01. Restoration of Complex. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Complex, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article VIII hereof shall be used for such purpose, unless otherwise provided herein. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Complex shall be reconstructed or rebuilt substantially in accordance with the original construction plans if they are available, unless changes recommended by the Architectural Committee shall have been approved in writing by seventy-five percent (75%) of the Owners and by all of the first Mortgagees of the approving Owners. In the event that the amount available from the proceeds of such

insurance policies for such restoration and repair shall be at least eighty-five percent (85%) of the estimated cost of restoration and repair, a Reconstruction Assessment of the Owners, with each Owner contributing in the same proportion that Annual Assessments are levied among the Owners, shall be levied by the Board to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose.

In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five percent (85%) of the estimated cost of restoration and repair, the Owners by the vote of not less than seventy-five (75%) of the Owners present and entitled to vote, in person or by proxy, at a duly constituted meeting of the Members of the Association, together with the approval of at least seventy-five percent (75%) of the first Mortgagees of record in the Complex, shall determine whether the Association shall be authorized to levy a Reconstruction Assessment and proceed with such restoration and repair. In the event of a determination by the Owners and the Mortgagees as provided above that the cost of such restoration and repair would be substantial and that it would not be in their best interests to proceed with the same, the Owners may, at their discretion, proceed as provided in Section 10.02 below.

Section 10.02. Sale of Complex. In the event that the amount available from the proceeds of the insurance policies maintained by the Association shall be less than eighty-five percent (85%) of the cost of reconstruction, a certificate of the resolution authorizing such reconstruction shall be filed in the books and records of the Association and may be filed with the San Mateo County Recorder within six (6) months from the date of such destruction and in the event of a failure to file such certificate in the Association's books and records within said period, it shall be conclusively presumed that the Owners and first Mortgagees have determined not to rebuild said Improvements. In the event of a determination not to rebuild, the Association, acting through the Board, shall be authorized to have the Complex offered for sale at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale and the proceeds of any insurance carried by the Association shall, upon liquidation or partial liquidation of the Association, be divided proportionately among the Owners, such proportions to be determined in accordance with the relative appraised valuation of the Units as of the date of destruction (or condemnation), expressed as percentages, and computed by dividing such appraised valuation of each Owner's Condominium by the total of such appraised valuations of all Condominiums in the Complex. The appraised value of each Unit shall take into account the type, size and location of the Unit in the Complex. The Board is authorized to hire one or more appraisers for such purpose, and the cost of such appraisals shall be a Common Expense of the Association. Notwithstanding the foregoing, the balance then due on any valid Mortgage of record shall be first paid in order of priority, before the distribution of any proceeds to an Owner whose Condominium is so encumbered. In the event there is no current appraisal, the proceeds shall be distributed in accordance with the percentages set forth in Exhibit B.

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Section 10.03. Interior Damage. With the exception of damage covered by insurance maintained by the Association pursuant to Section 8.01, restoration and repair of any damage to the interior of any individual Unit, including without limitation all fixtures, cabinets and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall be made by and at the individual expense of the Owner of the damaged Unit. Such interior repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, and, to the extent it involves the structure of the Improvement in which the Unit is located or can be viewed from the exterior, in accordance with plans approved by the Architectural Committee as provided herein.

Section 10.04. Notice to Unit Owners and Listed Mortgagees. The Board, immediately upon having knowledge of any damage or destruction to the Complex (except the interiors of the Units), or any portion thereof, which damage or destruction is substantial or may be restored only at a cost exceeding Ten Thousand Dollars (\$10,000), shall promptly notify all Owners, all institutional first Mortgagees of the Owners, and all Mortgagees who have filed a written request pursuant to Article XII hereof.

Section 10.05. Abatement of Assessments. In the event of the damage or destruction of all or any portion of the Complex the Annual Assessments otherwise payable hereunder shall not be abated or reduced without the prior vote or written consent of at least a majority consent of the voting power of the Association; provided, however, that in no event shall Annual Assessments be reduced below the amount of real property taxes assessed against the Complex, if any, unless incident to the sale of the Complex and liquidation of the Association.

ARTICLE XI
EMINENT DOMAIN

Section 11.01. Definitions; Total Taking, Partial Taking, Special Partial Taking. The term "taking" as used in this Article shall mean condemnation by exercise of the power of eminent domain or by sale under threat of the exercise of the power of eminent domain. A "Total Taking" shall occur if there is a permanent taking by eminent domain of an interest in all or part of the Complex, such that the ownership, operation and use of the Complex in accordance with the provisions of this Declaration is substantially and adversely affected, and within one hundred twenty (120) days after the effective date of the taking the Owners of Condominiums (i) not taken, or (ii) only partially taken and capable of being restored to at least ninety-five percent (95%) of their floor area and to substantially their condition prior to the taking (collectively the "Remaining Condominiums") do not by affirmative vote of a majority of their entire voting interest (without adjustment among such Owners for relative voting rights because of such partial taking) approve the continuation of the Complex and repair, restoration and replacement to the extent feasible of the Complex and the Remaining Units. A "Partial Taking" shall occur if there is any other permanent taking of the Complex. A Partial Taking shall include, without limitation, a "Special Partial Taking", which is described herein as a taking of all or part of the interest of any Owner or Owners in their respective Condominiums, subject to all of the provisions of this Declaration, without involving any

taking of the Complex except to the extent of the interests of such Owners in their Condominiums, so that the taking authority becomes a successor in interest to the Owner or Owners so taken with the same effect as if the Condominiums of such Owners were purchased by the taking authority. Following any taking which in the opinion of the Board would constitute a Total Taking in the absence of the affirmative vote of the Owners of the Remaining Condominiums, ("Remaining Owners") as required by the foregoing provisions, the Board shall call a special meeting of the Remaining Owners to be held promptly, and in any event within sixty (60) days after the effective date of such taking, to determine if such Remaining Owners will, or will not, decide to continue the Complex as provided herein.

Section 11.02. Awards; Repair; Restoration and Replacement.

(a) In the event of a Total Taking, the Board of Directors shall: (i) except as provided in Section 11.03, represent all of the Owners in an action to recover any and all awards, subject to the right of all first Mortgagees of record upon request, to join in the proceedings, and (ii) proceed with the sale of that portion of the Complex which was not included in the condemnation proceedings and distribution of the net proceeds of such sale and any condemnation award, after deducting any incidental fees and expenses, in the same proportion and in the same manner as provided in Section 10.02.

(b) In the event of a Partial Taking, other than a Special Partial Taking, the provisions of Section 11.02 (a)(i) shall be applicable. The net proceeds of the Partial Taking awards shall be held by the Board, after deducting related fees and expenses and the portions of the awards allotted in the taking proceedings or, failing such allotment, allotted by the Board to (i) Condominiums totally taken or partially taken and not capable of being restored to a least ninety-five percent (95%) of their floor area and substantially their condition prior to the taking, and (ii) Condominiums taken in the same manner as in a Special Partial Taking except that the taking is made subject to only some or to none of the Declaration and Rules and Regulations (collectively the "Taken Condominiums").

The proceeds of the Partial Taking award allotted to the Taken Condominiums shall, upon partial liquidation of the Association, be paid to the Owners to which the Taken Condominiums are allocated; provided, however, that such proceeds shall be first applied to the balance then due on any Mortgages of Record in order of priority before the distribution of any such proceeds to any Owner whose Membership or leasehold interest in a Condominium is subject to any such Mortgage. First Mortgagees of Record with respect to the Remaining Condominiums affected by such Partial Taking shall be entitled to severance damages payable out of the award proceeds held by the Board to the extent that such Mortgagees can prove that their security has been impaired by such taking. The balance of the net proceeds shall then be applied to the repair, restoration and replacement of the Complex and the Remaining Condominiums (but not Owners' personal property or those portions of the interiors of Units which the Owners are obligated to restore) to as nearly their condition prior to the taking as may be feasible, in the same manner and under the same provisions applicable to the process of insurance

as set forth in Section 11.01 hereof. Any funds held for restoration by the Board of Directors following completion thereof shall be disposed of, in each case in the same manner as provided in Section 11.02 except that the total amount of the award payable to any Owner and his Mortgagee or Mortgagees for a destroyed Condominium or Units shall not exceed the value of said Owner's Membership interest.

In the event that the Remaining Owners have voted to continue the Complex and the funds held for restoration by the Board are less than the cost of restoration and repair, a Reconstruction Assessment of the Remaining Owners, with each Remaining Owner contributing a sum in the same proportion as Annual Assessments paid by such Owner, may be levied by the Board of Directors to provide the necessary additional funds for such reconstruction. In no event shall the Board be required to undertake any repair or restoration work or make any payment with respect to any Condominium in excess of that proportion of the awards reasonably attributable to the loss to that Condominium. Following any Partial Taking, the Association and the Complex shall continue, subject to and with the benefit of all the provisions of this Declaration, so far as applicable to the Remaining Units, and the voting interests of the Owners shall be the same.

(c) In the event of a Special Partial Taking or a temporary taking of any Condominium, the affected Owner, together with his Mortgagees, shall have exclusive rights to prosecute the proceedings for the respective taking awards and to retain the proceeds thereof. In the event of a temporary taking of the Complex (exclusive of the Units), the Board shall have exclusive rights to prosecute the proceedings for the respective taking awards and shall apply the proceeds thereof to reduce Common Expenses.

Section 11.03. Awards for Owners' Personal Property and Relocation Allowances. Where all or part of the Complex is taken by eminent domain, each Owner shall have the exclusive right to claim all of the awards made for such Owner's personal property, and any relocation, moving expense, or other allowance of a similar nature, designed to facilitate relocation. Notwithstanding the foregoing provisions, however, or the provisions of Section 11.01 and 11.02, the Board, except in the case of a Special Partial Taking, shall represent each Owner in any action to recover all awards with respect to such portion, if any, of an Owner's personal property which is at the time of any taking, as a matter of law, part of the real estate comprising the Condominium allocated to such Owner, and shall allocate to such Owner so much of any awards as is allotted in the taking proceedings or, failing such allotment, allotted by the Board of Directors to such Owner's personal property. The amount so allocated shall be paid to the Owner entitled thereto, whether or not the Unit in which such Owner's personal property was located is to be restored by the Board. Notwithstanding restoration of the Unit, the Board shall have no responsibility for restoration of such Owner's personal property.

Section 11.04. Notice to Owners and Listed Mortgagees. The Board immediately upon having knowledge of any taking by eminent domain of the Complex, or any portion thereof, or any threat thereof, shall promptly notify all Owners and all Mortgagees who have filed a written request for such notice pursuant to Article XII hereof.