



The following include the Covenants, Conditions and Restrictions for:

Third Walnut Creek Mutual
Project 23

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

HUGHES GILL COCHRANE TINETTI, P.C.
Attn: Melissa Bauman Ward, Esq.
2820 Shadelands Drive, Suite 160
Walnut Creek, California 94598



CONTRA COSTA Co Recorder Office
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DOC - 2020-0237602

Wednesday, Oct 14, 2020 13:41:00

SB2 Fee: \$75.00

Total Paid: \$521.00

Receipt#: 202003902418

0000 - Public

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**MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THIRD WALNUT CREEK MUTUAL**

NOTICE OF RENTAL RESTRICTION

THIS DOCUMENT CONTAINS RESTRICTIONS WHICH MAY LIMIT YOUR
ABILITY TO RENT OR LEASE YOUR UNIT.

Please note that the Third Walnut Creek Mutual has a rental restriction of one year
total rental allowed during the ownership of a Unit. Written approval of the Board
is required to rent or lease a Unit. You are directed to review the restrictions
contained in Article 5 of these CC&Rs.

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MASTER CC&RS
THIRD WALNUT CREEK MUTUAL

**MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THIRD WALNUT CREEK MUTUAL**

This Master Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by THIRD WALNUT CREEK MUTUAL, a California nonprofit mutual benefit corporation (hereinafter sometimes referred to as the "Mutual").

RECITALS

A. WHEREAS, the Mutual is the successor in interest to Terra California and UDC – Universal Development, L.P. (collectively, "Original Declarants"), which, as Declarants, executed those certain Declarations of Covenants, Conditions and Restrictions as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such Declarations of Covenants, Conditions and Restrictions, together with the amendments described in Exhibit A, are hereinafter collectively referred to as the "Project Declarations"); and

B. WHEREAS, the Project Declarations establish certain limitations, easements, covenants, restrictions, conditions, liens, and charges which run with and are binding upon all parties having or acquiring any right, title or interest in that certain real property located in the City of Walnut Creek, County of Contra Costa, State of California, and more particularly described as follows at Exhibit B, attached hereto (collectively, the "Development"); and

C. WHEREAS, the Development is also a "senior citizen housing development" as defined in California *Civil Code* section 51.3(b)(3) and is operated as "Housing for Older Persons" as defined in the United States Fair Housing Amendments Act of 1988, 42 U.S.C.S. section 3607(b)(2); and

D. WHEREAS, Terra California and UDC – Universal Development, L.P. (and/or predecessors of the Original Declarants) entered into one or more Agreements Establishing Covenants, Conditions and Restrictions with Golden Rain Foundation of Walnut Creek, including those entitled "Agreement Establishing Covenants, Conditions and Restrictions" as more particularly

described in Exhibit E attached hereto and incorporated herein by this reference (collectively, the "Establishing Agreements"); and

E. WHEREAS, the Establishing Agreements provide that any amendment, modification or termination of said Establishing Agreements shall require: (i) the approval of Golden Rain Foundation of Walnut Creek and three-fourths (3/4) of the record owners of all of the property described in Exhibit B attached to the Establishing Agreements, and (ii) recordation of an instrument documenting such approval; and

F. WHEREAS, the Members, constituting the requisite percentage of the Members of each Project as provided for in said Project Declarations, desire to amend, modify, and otherwise change their Project Declarations, pursuant to the amendment requirements contained therein, such that each Project will now be subject to this single Master Declaration.

G. WHEREAS, on September 22, 2020, Judge Edward Weil of the Contra Costa Superior Court signed twenty-two Orders ("Orders") granting the Petitions of Third Walnut Creek Mutual for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275. Attached hereto as Exhibit "I" is a list of recorded Orders for the twenty-two petitioning Projects.

H. WHEREAS, the remaining six Projects ("Supermajority Approval Projects") achieved direct approval of the Master CC&Rs via a vote of the Members of those six Projects. Attached as Exhibit "J" is a list of recorded Declarations of Adoption of Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual for the Supermajority Approval Projects.

I. NOW, THEREFORE, pursuant to the procedures for amendment set forth in the Project Declarations and approval of the requisite number of Members as provided for in said Project Declarations, the Members do hereby declare that the aforesaid Project Declarations are hereby AMENDED AND RESTATED IN THEIR ENTIRETY as set forth in this Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual. This Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual replaces and supersedes all previously recorded Project Declarations, as shown on Exhibit A, attached hereto; and

J. FURTHER, it is the intent of the Mutual and its Members that this Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual supersedes all previously recorded Establishing Agreements and/or any of the Declarations of Covenants, Conditions and Restrictions entered into and/or recorded by the Original Declarants (or the predecessors of the Original

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Declarants) and Golden Rain Foundation of Walnut Creek for the other projects and/or mutuels within the Rossmoor community of Walnut Creek, as shown on Exhibit E, attached hereto; and

K. IT IS FURTHER HEREBY DECLARED that all of the real property described herein constitutes a "condominium project" within the meaning of *Civil Code* section 4125; and

L. IT IS FURTHER HEREBY DECLARED that all of the real property described herein is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved for the benefit of the owners subject to the following covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the said real property and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the said real property and any part thereof; and

M. IT IS FURTHER HEREBY DECLARED that all of the covenants, conditions and restrictions herein set forth shall constitute enforceable equitable servitudes as provided in *Civil Code* section 5975, shall constitute covenants that shall run with the said real property, and shall be binding upon and inure to the benefit of each Owner of any portion of the said real property or of any interest therein and their heirs, successors and assigns.

ARTICLE 1

DEFINITIONS

1.1 Additional Charges. "Additional Charges" shall mean all costs, fees, charges, and expenditures including, without limitation, interest, late charges, attorneys' fees, recording and filing fees, and all other costs actually incurred by the Mutual in collecting and/or enforcing payment of Assessments, fines, and/or penalties.

1.2 Annual Assessment. "Annual Assessment" shall have the meaning set forth in Section 8.7. "Annual Assessment" may also be referred to as "Regular Assessment," "Dues," or the "Monthly Coupon."

1.3 Architectural Review Committee. "Architectural Review Committee" and "ARC" shall mean the Architectural Review Committee, if any, created pursuant to Article 7 of this Declaration and Article 11 of the Bylaws.

1.4 Articles. "Articles" shall mean the Restated Articles of Incorporation of Third Walnut Creek Mutual, as they may be amended from time to time, and as filed with the Office of the Secretary of State of California.

1.5 Assessments. "Assessments" shall mean any or all of the following: Annual Assessment, Special Assessments, and Reimbursement Assessments.

1.6 Assigned Parking Space. "Assigned Parking Space" shall mean a space in the Common Area established and designed for the parking of motor vehicles, the exclusive use of which is set aside, allocated, assigned, and/or restricted to the exclusive use of the Residents of a particular Unit. Assigned Parking Spaces are Exclusive Use Common Area.

1.7 Balcony. "Balcony" shall mean a raised platform, typically enclosed by a railing, adjacent to an upper level Unit, the upper level of a Unit, or the lower level of a Unit which is not located at ground level, the exclusive use of which is set aside, allocated, assigned, and/or restricted to the exclusive use of the Residents of the Unit to which it is adjacent. Balconies are Exclusive Use Common Area.

1.8 Board of Directors. "Board of Directors" or "Board" shall mean the governing body of the Mutual.

1.9 Bylaws. "Bylaws" shall mean the Amended and Restated Bylaws of Third Walnut Creek Mutual and any duly adopted amendments thereto.

1.10 Capital Improvement. "Capital Improvement" shall mean the original construction of an improvement that did not previously exist, as distinguished from the repair, upgrade, or replacement of an existing improvement.

1.11 Carport. "Carport" shall mean a covered space located in the Common Area established and designed for the parking of motor vehicles, the exclusive use of which is set aside, allocated, assigned, and/or restricted to the exclusive use of the Residents of a particular Unit. Carports are Exclusive Use Common Area.

1.12 City. "City" shall mean the City of Walnut Creek.

1.13 Civil Code. "*Civil Code*" shall mean the California Civil Code as amended from time to time.

1.14 Common Area. "Common Area" shall mean all real and personal property, improvements, and airspace comprising the Projects which are not part of any Unit. Each Project has its own Common Area, called "Project Common

Area,” as described in the Condominium Plan or Plans for each respective Project. Some portions of Common Area are Exclusive Use Common Area.

1.15 Condominium. “Condominium” shall mean an estate in real property, as defined in *Civil Code* section 4125, consisting of an undivided interest in all or any portion of the Project Common Area together with a separate fee interest in a Unit and all easements appurtenant thereto as described in the Declaration or in the deed conveying a Condominium.

1.16 Condominium Plan. “Condominium Plan” or “Plan” shall mean a plan or plans recorded pursuant to *Civil Code* sections 4285, 4290, and 4295 with respect to each Project, and any amendments thereto, which identifies the Project Common Area and each separate interest in the Project, as listed in Exhibit G hereto.

1.17 County. “County” shall mean the County of Contra Costa.

1.18 Declaration. “Declaration” shall mean this Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual, recorded in the Office of the County Recorder of Contra Costa County, California, and any amendments thereto. The Declaration may also be referred to as the “CC&Rs.”

1.19 Deck. “Deck” shall mean a ground level improvement made of wood or comparable material and adjacent to a ground level Unit or the ground level of a Unit, the exclusive use of which is set aside, allocated, assigned, and/or restricted to the exclusive use of the Residents of the Unit to which it is adjacent. Decks are Exclusive Use Common Area.

1.20 Development. “Development” shall mean all the real property described in this Declaration at Exhibit B which comprises the Third Walnut Creek Mutual, including all structures and other improvements located at any time upon or adjacent to said real property and such additions thereto as may hereafter be brought within the jurisdiction of the Mutual.

1.21 District. “District” shall mean an administrative division of the Development consisting of one or more Projects as set forth in Exhibit D. Each District shall elect its own representative Director as set forth in the Bylaws.

1.22 Elevated Walkway. “Elevated Walkway” shall mean a Common Area walkway which is raised above ground level and typically includes walls and/or railings. Some Elevated Walkways may be Exclusive Use Common Area.

1.23 Entry. “Entry” shall mean the numerical designation used in the Rossmoor development for a group of residences served by a common driveway

running off a named street. The Entry number is typically posted on a sign located at the juncture of the driveway entrance and the named street.

1.24 Establishing Agreement. "Establishing Agreement" shall mean, collectively, all of the documents described in Exhibit E, which documents were executed by the Original Declarants and the Foundation.

1.25 Exclusive Use Common Area. "Exclusive Use Common Area" shall mean any portion of the Project Common Area the exclusive use of which is set aside, allocated, assigned and/or restricted to the exclusive use or possession of the Residents of a particular Unit and/or which exclusively serves a particular Unit, including, without limitation: Assigned Parking Spaces, Balconies, Decks, Carports, Patios, Storage Spaces, Garages, front entry porches, window systems (including all frames, glass, gaskets, screens, flashing, and other waterproofing components); sliding glass doors (including all frames, glass, gaskets, screens, flashing, and other waterproofing components); exterior doors, door frames and any door screens; skylights and solar tubes (including all frames, the lens/bubble, flashing, and other waterproofing components); fireplaces, including fireboxes and flue opening mechanisms; chimneys, flues, and heating and air conditioning ducts; internal and external telephone wiring; and internal and external cable, broadband, and other telecommunications wiring and cabling.

1.26 Foundation. "Foundation" shall mean the Golden Rain Foundation of Walnut Creek, a California nonprofit mutual benefit corporation.

1.27 Foundation's Governing Documents. "Foundation's Governing Documents" shall mean, collectively, the Foundation's articles of incorporation, bylaws, and trust agreement, as amended from time to time; and any policies and resolutions adopted by the Foundation's board of directors and distributed to the Foundation's members.

1.28 Garage. "Garage" shall mean a space in the Project Common Area established and designed for the parking of motor vehicles, the exclusive use of which is set aside, allocated, assigned, and/or restricted to the exclusive use of the Residents of a particular Unit. The perimeter and vertical boundaries of each Garage space are to the interior unfinished surfaces of the doors, walls, floor, and ceiling. Each Garage comprises the airspace encompassed within its boundaries and the automatic garage door opening system, if any, and does not include the physical components enclosing that space other than the finishes on the surface thereof. Garages are Exclusive Use Common Area.

1.29 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration, Policies, and Rules adopted by the Board and distributed to the Members.

1.30 Guest. "Guest" shall mean a person who spends one or more nights in a Unit and is not a Resident.

1.31 Invitee. "Invitee" shall mean a person who is temporarily on the premises by the express or implied invitation of a Resident, but who does not spend one or more nights in a Unit.

1.32 Maintenance. "Maintenance" or to "maintain" (whether the term is capitalized or not) shall mean the act of caring for property, preserving it from failure or deterioration, which may include painting, caulking, cleaning, and minor, non-structural upkeep.

1.33 Maintenance Policies. "Maintenance Policies" shall mean the policies adopted by the Board from time to time concerning and governing the respective responsibilities of the Mutual, Projects, and the Owners as to Maintenance, Repair, and Replacement of Project Common Area, Units, and Exclusive Use Common Area. In the case of any conflict between this Declaration and the provisions of the Maintenance Policies, the provisions of this Declaration shall control.

1.34 Major Rehabilitation Project. "Major Rehabilitation Project" shall mean replacement of exterior decayed wood; exterior flashing improvements, if needed; painting, cleaning, or coating of the exterior of the structures; and resurfacing of decks, balconies, and Elevated Walkways.

1.35 Manor. "Manor" shall mean "Unit." Manor and Unit are synonymous.

1.36 Member. "Member" shall mean an Owner.

1.37 Member in Good Standing. "Member in Good Standing" shall mean a Member of the Mutual who is current in the payment of all Assessments, fines, penalties, and other charges imposed in accordance with the Governing Documents; is otherwise free from sanctions imposed by the Mutual; and is in compliance with all provisions of the Governing Documents. A Member shall be deemed to be in Good Standing unless, after notice and an opportunity for a hearing, the Board has found the Member to be Not in Good Standing and has so notified the Member in accordance with *Civil Code* section 5855.

1.38 Mortgage. "Mortgage" shall mean a deed of trust as well as a mortgage in the conventional sense.

1.39 Mortgagee. "Mortgagee" shall mean a beneficiary under a deed of trust as well as under a Mortgage.

1.40 Mutual. "Mutual" shall mean Third Walnut Creek Mutual, its successors and assigns.

1.41 Owner. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Condominium which is a part of the Development, including contract sellers, but excluding contract purchasers, and excluding those having such interest merely as security for the performance of an obligation.

1.42 Parking Space. "Parking Space" shall mean a space within the Project Common Area designed for parking a motor vehicle. The exclusive use of a Parking Space may be granted to or reserved for a specific Unit; such Parking Spaces are referred to herein as "Assigned Parking Spaces." Assigned Parking Spaces are Exclusive Use Common Area.

1.43 Patio. "Patio" shall mean a ground level improvement made of concrete or comparable material and adjacent to a ground level Unit or ground level of a Unit, the exclusive use of which is set aside, allocated, assigned, and/or restricted to the exclusive use of the Residents of the Unit to which it is adjacent. Patios are Exclusive Use Common Area.

1.44 Project. "Project" shall mean portions of the Development, including real property and all improvements thereon, which are identified by a number (e.g., "Project 40") and which legal descriptions are set forth in Exhibit B. For administrative purposes, each Project is assigned to a particular District, as set forth in Exhibit D.

1.45 Project Common Area. "Project Common Area" shall mean all of the real and personal property, airspace, and improvements of each Project as described in Exhibit B, which are not part of any Unit.

1.46 Reimbursement Assessment. "Reimbursement Assessment" shall have the meaning set forth in Section 8.10. Reimbursement Assessments are also commonly known as "Owner billables."

1.47 Repair. "Repair" (whether the term is capitalized or not) shall mean the minor restoration of property that is torn, broken, or otherwise damaged, or has sustained wear, tear, or deterioration such that minor restoration is necessary.

1.48 Replacement. "Replacement" or to "replace" (whether the term is capitalized or not) shall mean substantial reconstruction, restoration, or substitution of the whole or a substantial part of property that has been damaged or destroyed through usage or through hazard or catastrophe such that it is no longer useable or serviceable in its current condition.

1.49 Resident. "Resident" shall mean any person who resides in a Unit within the Development whether or not such person is an Owner as defined in Section 1.41, above.

1.50 Rules. "Rules" shall mean the rules, regulations, and policies governing the use, occupancy, management, administration, and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time. The terms "Rules" and "Policies" are synonymous.

1.51 Special Assessment. "Special Assessment" shall have the meaning set forth in Section 8.8.

1.52 Storage Spaces. "Storage Spaces" shall mean originally-constructed built-in closets or cupboards located in a Carport or attached to the side of a building, which are designed for storage of personal property. Storage Spaces are Exclusive Use Common Area components.

1.53 Total Voting Power. "Total Voting Power" shall mean the total number of votes of all Members entitled to vote at a particular time, calculated on the basis of one vote for each Condominium, excluding any Condominium as to which an Owner is not then a Member in Good Standing.

1.54 Unit. "Unit" and "Manor" are synonymous terms which may be used interchangeably and shall mean the elements of a Condominium that are not owned in common with the other Owners of Condominiums within a Project. Each Unit is an individual residence shown as a separately designated and numbered area on a Condominium Plan. Each Unit consists of the interior airspace bounded by and contained within the interior unfinished surfaces (which unfinished surfaces shall not include paint, paper, wax, tile, enamel, or other finishes) of the floors, ceilings, and perimeter walls; provided, however, that bearing walls located within a Unit (except for the finished surfaces thereof) are Common Area and not part of the Unit. Each Unit further consists of the utility installations, fixtures, cabinetry, and appliances located within its boundaries and/or which exclusively serve the Unit including, without limitation: oven, range, and fans; garbage disposal unit; dishwasher unit; refrigerators; freezers; washing machines, dryers, and vents; hot water heaters; heaters/furnaces; lighting fixtures; heating conduits; any Board approved air conditioning units, condensers, and equipment; plumbing fixtures including bathtubs, sinks, and wash basins, shower stalls, toilets, and metal plumbing fixtures (including diverters); fireplaces and fireboxes; telecommunications, internet, and cable facilities; and interior partitions which are located entirely within the boundaries of the Unit they serve. Each Unit includes both the portion of the building so described and the airspace so encompassed.

ARTICLE 2

MUTUAL; FOUNDATION

2.1 Management and Operation. The Mutual shall manage and operate the Development in accordance with the Governing Documents and California law. The Mutual shall have all of the powers set forth in the Governing Documents, together with the general power to do any and all things that a nonprofit mutual benefit corporation may lawfully do under California law, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

2.2 Membership. Membership in the Mutual shall include, and shall be limited to, all Owners of any Condominium located within the Development. Membership shall be appurtenant to and may not be separated from ownership of a Condominium, and shall not be transferred, encumbered, pledged, alienated, or hypothecated in any way, except upon the transfer or encumbrance of the Condominium to which it is appurtenant. Any attempt to make a prohibited transfer is void. Upon any transfer of title to a Condominium, including a transfer upon the death of an Owner, membership in the Mutual shall pass automatically to the transferee.

2.3 Voting. Only Members in Good Standing shall be entitled to vote, and only one vote shall be cast for each Condominium, as more particularly set forth in the Bylaws.

2.4 Board of Directors. The affairs of the Mutual shall be managed by or under the direction of a Board of Directors, the members of which shall meet the qualifications as set forth in the Bylaws. Directors shall be elected or appointed as provided in the Bylaws.

2.5 Mutual Policies. Subject to *Civil Code* sections 4340 *et seq.*, the Board of Directors shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such Policies as the Board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Mutual.

2.6 Relationship to Foundation. The Mutual is one of several common interest developments located within the senior housing community known as Rossmoor (the "Rossmoor developments"). The Rossmoor developments are managed and operated by various associations known within Rossmoor as "mutuals." The mutuals (including the Mutual) are the beneficiaries under a certain trust agreement. The Foundation is the trustee under the trust agreement. By the terms of the Foundation's articles of incorporation and the trust agreement, the primary purpose of the Foundation is to act as trustee with respect to all land and

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improvements owned by the Foundation and to provide services and furnish community facilities to the mutuals and for the benefit of the residents of the Rossmoor developments. Among other things, the Foundation is required by the trust agreement to collect for the costs of such services and facilities, such costs to be allocated pro rata among the mutuals that are beneficiaries under the trust based on the number of the members of the respective mutual. The portion of these costs of the Foundation allocable to the Mutual are included in the component of the Annual Assessment imposed by the Mutual, as provided in Section 8.7.1 ("Calculation of Estimated Requirement").

2.7 Membership in the Foundation. Membership in the Foundation is distinct from membership in the Mutual and shall be as determined by the Foundation pursuant to its duly adopted articles of incorporation, bylaws, trust agreement, and/or other applicable instruments.

2.8 Assessments. The Mutual shall have the power and duty to levy and collect Assessments, as more particularly set forth in Article 8 of this Declaration.

2.9 Acquisition of Property. The Board, acting on behalf of the Mutual, shall have the power to acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, and maintain real or personal property in connection with the affairs of the Mutual; provided, however, that in any fiscal year acquisitions by purchase of items not included in the reserve budget shall not exceed five percent (5%) of the budgeted gross expenses of the Mutual for that fiscal year, except upon the approval of at least a majority of the Total Voting Power of the Mutual. The foregoing Member approval requirement shall not apply to the acquisition of a Condominium by the Mutual via foreclosure.

2.10 Capital Improvements. The Board of Directors shall have the power and authority to provide for the construction, installation or acquisition of Capital Improvements upon the Common Area, provided that in any fiscal year expenditures for Capital Improvements shall not exceed five percent (5%) of the budgeted gross expenses of the Project in which the Capital Improvements are located for that fiscal year, except upon the approval of at least a majority of the Total Voting Power of the Project.

2.11 Sale or Transfer of Mutual Property. Except as otherwise provided herein or by law, the Board of Directors shall not in any fiscal year sell, lease, or otherwise transfer property owned by the Mutual having a value in excess of five percent (5%) of the budgeted gross expenses of the Mutual for that fiscal year without the approval of at least a majority of the Total Voting Power of the Mutual; provided, however, that the foregoing Member approval requirement shall not apply to the sale or transfer of any Condominium which is owned by the Mutual as a result of the Mutual having acquired such Condominium via foreclosure.

2.12 Sale or Transfer of Common Area. Except as otherwise provided herein or by law, the Board of Directors shall not sell, lease, or otherwise transfer Common Area property without the approval of at least sixty-seven percent (67%) of the Total Voting Power of the Project in which the Common Area is located.

2.13 Termination or Withdrawal of Project from Mutual. The procedures for termination or withdrawal of a Project from the Mutual shall be as set forth in the Bylaws at Section 8.1.11 and the Mutual's Policies.

2.14 Safety and Security. Neither the Mutual nor the Board is responsible for ensuring the safety and security of the Mutual's Residents, guests, or invitees. Neither the Mutual nor the Board has police powers.

ARTICLE 3

OWNERSHIP RIGHTS AND EASEMENTS

3.1 Ownership of Condominium; Exclusive Easements. Ownership of each Condominium within the Development shall include: (i) a designated Unit; (ii) an undivided interest as tenant in common in the Project Common Area for the Project in which the Unit is located, as set forth in the Condominium Plan and/or grant deed; (iii) a membership in the Mutual; (iv) to the extent provided in the Foundation's Governing Documents, a membership in the Foundation; (v) any exclusive easements or easements appurtenant to such Unit; and (vi) such other easements as are applicable, all as described in the Declaration or in the deed to the Condominium. The undivided interests in the Project Common Area established in this Declaration cannot be changed. The undivided interests in the Project Common Area shall not be severed or conveyed separately from the respective Units to which they are appurtenant, and each such undivided interest shall in all cases be deemed to be conveyed or encumbered along with the respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. Any purported severance or separate conveyance of an undivided interest in the Project Common Area apart from a conveyance of the respective Unit shall, for all purposes, be null, void, and unenforceable. In interpreting deeds, it shall be conclusively presumed that the then-existing physical boundaries of a Unit are its boundaries, rather than the metes and bounds or other description expressed in the deed, and regardless of any settling or lateral movement of buildings or minor variance between the boundaries shown on the deed, the Declaration, and the actual existing physical boundaries.

3.2 Owners' Non-Exclusive Easements of Enjoyment. Every Owner of a Condominium shall have a non-exclusive easement of use of and enjoyment in, to, and throughout the Project Common Area of the Project in which the Unit is

located for ingress, egress, and support over and through the Project Common Area; provided, however, such non-exclusive easements shall be subordinate to, and shall not interfere in any way with the exclusive easements, if any, appurtenant to Units over Exclusive Use Common Area. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Condominium, subject to the following rights and restrictions:

(a) The right of the Board of Directors to establish and enforce reasonable Rules governing the use of the Common Area and facilities thereon;

(b) The right of the Board to charge reasonable admission and other fees for the use of any facilities situated upon the Common Area;

(c) The right of the Board to suspend an Owner's rights and privileges as a Member, including voting rights and the right to use the recreational facilities, for any period during which any Assessment against such Owner's Condominium remains unpaid and/or for infraction of the Governing Documents of the Mutual;

(d) The right of the Board to grant easements and rights of way in, on, over, or under the Common Area subject to the limitations set forth in Section 3.11 and *Civil Code* section 4600;

(e) The right of the Board to mortgage, pledge, encumber, or otherwise hypothecate the Common Area and facilities thereon as security for money borrowed by the Mutual, subject to any Member approval requirements set forth in this Declaration or the Bylaws; and

(f) The right of the Mutual or its authorized agents, as provided in this Declaration, to perform its obligations under this Declaration, including obligations with respect to construction, maintenance, repair, or replacement for the benefit of the Common Area or the Owners in common.

3.3 Acquisition of Ownership Interest. Any person who acquires title to a Condominium or any ownership interest within the Development must notify the Mutual of his or her acquisition of an ownership interest. Notice must be provided in writing, to the Mutual's managing agent, within thirty (30) days of the person's acquisition of an ownership interest.

3.4 Emergency Contact Information. Any person who acquires title to a Condominium or any ownership interest within the Development must provide the Mutual with a point of contact for the Residents within the Unit for use by the Mutual in the event of an emergency.

3.5 Delegation of Rights of Use and Enjoyment. Any Owner may delegate his or her rights of use and enjoyment, including easements, in the Development to the members of his household, tenants, Guests, and Invitees, subject to the terms of the Governing Documents. Each Owner shall notify the Mutual's managing agent of the names of any tenants of such Owner's Unit. Each Owner or tenant shall also notify the Mutual's managing agent of the names of all members of his or her household to whom such Owner or tenant has delegated any rights of enjoyment in the Development as provided herein and the relationship which each such person bears to such Owner or tenant. Any rights of enjoyment delegated pursuant to this Section are subject to suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents. Notwithstanding the above, a leasing or renting Owner shall be deemed to have delegated to tenants all rights of use and enjoyment of Common Area facilities. The renting and leasing of Units shall be subject to the provisions of Article 5 of this Declaration.

3.6 Common Area Construction. Except as may be authorized by the Board, no person or entity, other than the Mutual or its duly authorized agents, shall construct, reconstruct, refinish, alter, or maintain any improvement upon any Common Area, or shall make or create any excavation or fill upon any Common Area, or shall change the natural or existing drainage of any Common Area, or shall plant, remove, or destroy any seed, plant material, tree, shrub, or other vegetation upon any Common Area.

3.7 Mechanic's Liens. In the event there shall be recorded against any Common Area a Notice of Mechanic's Lien for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner within the Development or his or her Condominium, such Owner shall forthwith cause such lien to be discharged by payment, bond, or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying that unless the Owner causes the lien to be discharged within five (5) days from the date of such notice, the Board may cause the lien to be discharged. Within such five (5) day period, the Owner shall be permitted a hearing before the Board regarding the validity of such lien and any offsets or defenses thereto. At that time, the Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Mutual or the other Owners. If the Board of Directors determines that the lien does adversely and improperly affect and encumber such rights and interests and that adequate protection of such rights and interests has not been provided, the Board may cause the lien to be discharged by payment, bond, or otherwise. The Board shall have the right to levy a Reimbursement Assessment against the subject Owner for all amounts paid by the Mutual together with interest thereon at the legal rate and all costs and expenses incurred in connection with discharging a lien, including reasonable attorneys' fees.

3.8 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Project Common Area adjacent thereto and/or as between adjacent Units due to the unwillful placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon in accordance with the terms of the Declaration; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, a tenant, or the Mutual.

In the event that a structure or any Unit is partially or totally destroyed and then repaired or rebuilt in accordance with the provisions of the Declaration, the Owners of each Unit agree that minor encroachments over adjoining Units shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist.

3.9 Utility Easements. Easements over and under the Development or any portion thereof for the installation, repair, maintenance, and replacement of electric, telephone, water, gas, and sanitary sewer lines and facilities; heating and air-conditioning facilities; cable, satellite, or master television antenna lines; drainage facilities; walkways; and landscaping as may be hereafter required or needed to service the Development, are reserved by and shall exist in favor of the Mutual, together with the right to grant and transfer the same. Each Project shall maintain all utility installations located in its Project Common Area except for: (i) those installations maintained by utility companies, public, private, or municipal; and (ii) utility installations for which Condominium Owners are responsible. Each Project shall pay all charges for utilities supplied to its Project Common Area except those metered or charged separately to the Units.

3.10 Easements Granted by the Board. The Board shall have the power to grant and convey to any person or entity easements and rights of way, in, on, over, or under the Common Area for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, and other purposes; public sewers; storm water drains and pipes; water systems; sprinkler and/or irrigation systems; water, heating, and gas lines or pipes; and any similar public or quasi-public improvements or facilities; and for any other purposes deemed by the Board to be appropriate and not inconsistent with the purposes and interests of the Mutual; provided, however, that no such easements may be granted if such easement would interfere with the use, occupancy, or enjoyment by an Owner or Resident of any Unit and any existing exclusive easements over Common Area appurtenant thereto, if any, without the consent of the Owner(s) affected.

3.11 Easements to Owners. The Board shall have the power to grant and convey easements, licenses for use and rights of way in, over, or under the Project Common Area or any portion thereof to Condominium Owners, for such purposes as the Board deems to be appropriate and not inconsistent with the purposes and interests of the Mutual, subject to the limitations set forth in the Governing Documents. The approval of at least a Majority of Total Voting Power of the Members of the Project in which the easement is located shall be required before the Board may grant exclusive use of any portion of the Common Area to a particular Owner. Notwithstanding the foregoing and any other provisions of the Governing Documents, the Board shall have the power in its sole discretion and without approval vote of the Members (i.e., approval of zero percent (0%) of the Members without the need to send out ballots) to grant and convey licenses for use, rights-of-way, and easements in, over, or under the Common Area as follows: (i) those exceptions set forth in *Civil Code* section 4600(b)(3); (ii) transfer or conveyance of Project 50 and 55 Carports and Project 50 Deeded Garages pursuant to Sections 3.14, 3.15, and 3.16, below; (iii) rooftop solar tubes and skylights; and, (iv) grant of revocable licenses for exclusive use owner-maintained landscaping areas (commonly known as "private gardens").

3.12 No Right to a View. Owners do not have the right to an unobstructed or any other type of view from their Unit and/or Exclusive Use Common Area appurtenant to their Unit. This Declaration shall not be construed as granting any Owner a right to a view and neither the Mutual nor any Member shall have an obligation to take any action regarding or to preserve or provide for a view from any Unit or Exclusive Use Common Area. This shall be the case even if an Owner purchased a "view Unit" from the Original Declarants. Owners should anticipate that the view, if any, which may exist at the time of their Condominium purchase will change during the period of their ownership.

3.13 Partition Prohibited. There shall be no judicial partition of the Development, or any part thereof, nor shall any Owner or any person acquiring any interest in the Development or any part thereof seek any judicial partition thereof; provided, however, that if any Condominium is owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition by sale as between such co-tenants.

3.14 Project 50 Carports. Project 50 includes sixteen (16) secondary Carports which are identified on the Condominium Plan (Map of Mutual 50, Subdivision 6873) by the letter "C" followed by a number (i.e., C1, C2, etc., through C16) ("Project 50 Carports"). The original Declarant reserved the right to sell and/or assign the exclusive use of the Project 50 Carports. These Project 50 Carports are Exclusive Use Common Area and are appurtenant to a Unit. However, Owners may transfer the exclusive right to use the Project 50 Carports (but not the primary assigned garages or carports) to any other Owner of Project

50 independent of the transfer or conveyance of the Unit. Such transfers or conveyances shall be in writing and must be recorded to be effective. If an Owner of a Project 50 Carport ceases to be a Project 50 Owner, said Owner must immediately transfer or convey the right to use the Project 50 Carport to another Project 50 Owner or to the Third Walnut Creek Mutual for the benefit of Project 50. Maintenance, repair, and replacement responsibilities for the Project 50 Carports shall be as stated in Section 6.2.4, below.

3.15 Project 55 Carports. Project 55 includes thirty (30) secondary Carports which are identified on the Condominium Plan (Map of Mutual 55, Subdivision 7002) by the letter "C" followed by a number (i.e., C 1, C 2, etc., through C 30) ("Project 55 Carports"). The original Declarant reserved the right to sell and/or assign the exclusive use of the Project 55 Carports. These Project 55 Carports are Exclusive Use Common Area and are appurtenant to a Unit. However, Owners may transfer the exclusive right to use the Project 55 Carports (but not the primary assigned garages or carports) to any other Owner of Project 55 independent of the transfer or conveyance of the Unit. Such transfers or conveyances shall be in writing and must be recorded to be effective. If an Owner of a Project 55 Carport ceases to be a Project 55 Owner, said Owner must immediately transfer or convey the right to use the Project 55 Carport to another Project 55 Owner or to the Third Walnut Creek Mutual for the benefit of Project 55. Maintenance, repair, and replacement responsibilities for the Project 55 Carports shall be as stated in Section 6.2.4, below.

3.16 Project 50 Deeded Garages. Project 50 includes twelve (12) secondary Garages which are identified by Assessor's Parcel Number as set forth in Exhibit H ("Project 50 Deeded Garages"). These Project 50 Deeded Garages are Exclusive Use Common Area but they are not appurtenant to a particular Unit. Owners may transfer the exclusive right to use the Project 50 Deeded Garages to any other Owner of Project 50 independent of the transfer or conveyance of the Unit. Such conveyances shall be in writing and must be recorded to be effective. If an Owner of a Project 50 Deeded Garage ceases to be a Project 50 Owner, said Owner must immediately transfer or convey the right to use the Project 50 Deeded Garage to another Project 50 Owner or to Third Walnut Creek Mutual for the benefit of Project 50. Maintenance, repair, and replacement responsibilities for the Project 50 Deeded Garages shall be as stated in Section 6.2.11, below. Owners of Project 50 Deeded Garages are solely responsible for payment of taxes assessed on their parcels.

ARTICLE 4

USE RESTRICTIONS

4.1 Senior Citizen Residential Use. Except to the extent permitted by Section 4.5, below, Units shall be occupied and used for residential purposes only. Occupants, including Guests, of each Unit shall be subject to age and other restrictions set forth in a written policy (i.e., the Senior Housing Rules) adopted by the Board in compliance with applicable federal and California law as those laws may be amended from time to time. It is the intention of this provision to restrict occupancy to older persons or senior citizens to the fullest extent permitted by applicable law.

4.2 Number of Occupants. The number of Residents per Unit shall not exceed two (2) individuals per bedroom plus one (1), so long as said limitation is not in conflict with any governmental regulation or ordinance. All occupants must be registered with Member Records, except for those Guests who are not required to register with the Mutual pursuant to Section 4.3, below.

4.3 Guests. No Guest may stay in a Unit for more than seventy-five (75) days in any consecutive twelve (12) month period. Guests who stay for more than twenty-one (21) consecutive days must register with Member Records at the Administration Office at 1001 Golden Rain Road. Both the Mutual and the Golden Rain Foundation must acknowledge and approve each Guest registration. Owners are responsible for their Guests' conduct. Owners are responsible for making sure their Guests are aware of and follow all rules contained in the Governing Documents, including the Mutual Policies.

4.4 Rental of Units. The rental or lease of any Unit within the Development shall be subject to the provisions of the Governing Documents and Article 5 of this Declaration.

4.5 Restriction on Businesses. Units shall be used for residential purposes only, and no part of the Development shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other nonresidential purpose. Notwithstanding the foregoing, Owners or Residents of the Unit may use any portion of a Unit as an office, provided that: the primary use of the Unit is as a residence; no advertising or signage is used in any manner in connection with the office use; no customers, clients, or patients enter the Unit on any regular basis; no increase in the number of cars parked in any entry parking area results from the business use of the Unit; and the use is in compliance with all local ordinances. The Board shall have the authority to adopt Rules regarding home offices within

the Development in order to maintain the residential characteristics of the Development.

4.6 Offensive Conduct, Nuisances, Noise. No harmful or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable disturbance or annoyance to any Residents, or which shall in any way interfere with their use of the Common Area or the use and enjoyment of their Units. Without limiting any of the foregoing, no Resident shall permit noise, including but not limited to the barking of dogs, to emanate from the Resident's Unit, which would unreasonably disturb another Resident's enjoyment of his or her Unit or of the Common Area.

4.7 Use of the Common Area. All use of Common Area is subject to the Governing Documents and no modifications of any type shall be made to any Common Area without the express written permission of the Board. Common Area shall be kept free of rubbish, debris, personal items such as chairs and statues, and other unsightly or unsanitary materials. Nothing shall be kept or stored on the Common Area which attracts vermin. Each Owner shall avoid causing any damage to the Common Area. No portion of the Common Area, other than Exclusive Use Common Area, shall be monopolized by any Owner, group of Owners, Residents, or tenants without the prior written approval of the Board of Directors.

4.8 Hazards. There shall be no obstruction of any part of any Common Area. Nothing shall be done, placed, or kept within the Development that will increase the rate of insurance or result in the cancellation of insurance under any insurance policy obtained by the Mutual, or which will be in violation of any governmental statute, ordinance, rule, or regulation. Nothing shall be stored in any Common Area without the prior consent of the Board. Each Owner and Resident shall comply with all requirements of all federal, state, and local governmental authorities and all laws, ordinances, rules, and regulations applicable to his or her Unit.

4.9 Requirement of Architectural Approval. As addressed in greater detail in Article 7, construction, installation, modification, or alteration of buildings, common systems (including plumbing and electrical systems), outdoor structures (including outbuildings, tents, shacks, trailers, sheds or temporary buildings of any kind), landscaping, and outdoor lighting are subject to approval of the Architectural Review Committee and/or Board.

4.10 Smoking Prohibited. Smoking is prohibited to the extent set forth in Walnut Creek Ordinance No. 2118, pertaining to second-hand smoke, and any successor ordinance thereto.

4.11 Floor Coverings. No change in the floor covering materials originally installed in the Units shall be permitted except with the prior written consent of the Board. To reduce sound transmission, all Units that are above other Units shall have all floor areas except kitchens, bathrooms, lavatories, entry areas, utility or laundry rooms, and the area above the attached garage, if any, covered with carpet and padding or other material that provides equivalent insulation against sound transmission to the Unit below. The Board may adopt further Rules concerning floor coverings that are consistent with the provisions of this Declaration.

4.12 Sports Apparatus. No basketball standards (including portable basketball standards) or other sports apparatus (fixed or portable), shall be placed upon or attached to any portion of the Common Area without the written permission of the Board.

4.13 Mailboxes. Mailboxes shall be subject to Rules adopted by the Board.

4.14 Outside Drying and Laundering. Outside clothes washing, drying, or airing facilities shall be subject to Rules adopted by the Board. Nothing in this Declaration shall be deemed to authorize or permit any Owner to install any outside drying and laundering systems upon any portion of the Common Area.

4.15 Solar Energy Systems. Solar energy systems as defined in *Civil Code* sections 801.5(a)(1) and (2) are subject to prior architectural approval pursuant to Article 7. The Board may adopt Rules regarding the installation and maintenance of solar energy systems.

4.16 Satellite Dishes and Antennas. No outside mast, tower, pole, radio or television aerial, antenna (including so-called "CB" or "ham" radio antennas), satellite dish, wire, or other receiving or transmitting device shall be erected, constructed, or maintained in the Development (including the Common Area, or the outside of any building) except (i) those erected, constructed, or maintained by the Mutual, (ii) those expressly approved by the Board or the Architectural Review Committee, (iii) those (if any) initially installed during the original construction of the Development by the Original Declarants, (iv) a free standing antenna located within a Balcony, Deck, or Patio which does not extend outside the airspace encompassed within the Balcony, Deck, or Patio, or (v) those devices which, by law, cannot be prohibited by the Mutual. The Board may adopt Rules regarding the installation and maintenance of antennas, satellite dishes, telecommunications devices, and related wiring for such devices.

4.17 Animals and Pets.

4.17.1 Board Authority. The Board shall have the right to prohibit the keeping of any animal which constitutes, in the sole and exclusive opinion of

the Board, a nuisance or threat to persons, other animals, or property. Board action pursuant to this Section shall be effective only after a duly noticed hearing before the Board. After notice and hearing, the Board may order the removal of any animal or pet which, in the Board's sole discretion, causes excessive noise or otherwise creates a nuisance. Any animal that displays threatening behavior or attacks a person or animal may be immediately barred from the Common Area until a hearing can be conducted.

4.17.2 Limitations on Animals and Pets. No reptiles, rodents, insects, poultry, or livestock may be kept, bred, or maintained within the Development. Additionally, no animals or pets shall be kept, bred, or maintained within the Development for commercial purposes. A reasonable number of common domestic household pets (i.e., dogs and cats) may be kept in each Unit, subject to any Rules adopted by the Board. "Reasonable number" shall be deemed to limit the total number of all dogs and cats kept in a Unit to two (2). In addition, birds and aquatic animals kept in an aquarium are permitted, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. The limitations on the number of pets within the Development shall not apply to any pet living in the Development on the date this Declaration is recorded, but shall apply to any pet acquired after the date this Declaration is recorded.

4.17.3 Service Animals and Assistance Animals. Service animals and assistance animals are not pets for purposes of Section 4.17; however, Owners shall be responsible for their service animals and assistance animals in accordance with the provisions of Section 4.17 and the Rules. Service animals and assistance animals are permitted on the Development in accordance with *Civil Code* section 54.2 and any other applicable law.

4.17.4 Owner's Responsibility for Animals and Pets. While in Common Area, each dog must be restrained on a leash held by a responsible person capable of controlling it. The owner of each animal or pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such animal or pet. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be strictly liable to the Mutual and all other persons for any injury or damage to persons, animals, or property caused by the animal. The Owner shall indemnify the Mutual and its officers, Directors, and agents against any and all claims, damages, losses, demands, liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner, members of his or her household, guests, tenants, or invitees. No animal may be left, chained, or otherwise tethered in Common Area, including Exclusive Use Common Area. No animal shall be left unattended on balconies or patios or in garages of the Units at any time.

4.17.5 Rules. The Board may adopt and enforce Rules in addition to the provisions of this Section which may, among other things, include limitations on the number and size of animals and pets permitted.

4.18 Trash Disposal. Trash, garbage, accumulated waste plant material, or other waste and refuse shall be deposited only in dumpsters in a number, location, and size as determined by the Board of Directors. No Owner or Resident shall permit or cause any garbage, trash, or other waste or refuse to be kept or accumulate upon any portion of the Common Area, except in such containers. Owners shall be responsible for any violations of this Section 4.18 and any applicable Rules adopted by the Board committed by their tenants, guests, and invitees. The Mutual shall have the right to remove any extraordinary accumulation of rubbish, trash, garbage, or debris to an offsite trash collection facility at the offending Owner's or Resident's expense.

4.19 Construction Materials, Construction Debris. No portion of the Development shall be used for the storage of building materials unless approved by the Board or specifically authorized by the Rules. All construction debris shall be picked up and removed daily. Owners and contractors may not use Project trash receptacles for their construction debris.

4.20 Machinery and Equipment; Vehicle Maintenance. Unless approved by the Board, no power machinery or equipment shall be permitted within the Development except as is customary and necessary in connection with approved construction and/or Residents' non-commercial use. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and any other relevant factors. No vehicle maintenance is permitted in the Development, with the exception of emergency work.

4.21 Signs, Banners, Flags. No sign of any kind shall be displayed to the public view from any portion of the Development except:

- (a) Signs required by legal proceedings;
- (b) Noncommercial signs or posters no larger than nine (9) square feet in size and noncommercial flags or banners no larger than fifteen (15) square feet in size, displayed on or in an Owner's Unit, and limited to the fullest extent permitted by *Civil Code* section 4710;
- (c) A single sign of customary and reasonable dimension and design complying with the Mutual or Architectural Rules and reasonably located in a Unit advertising a Unit for sale or rent;

- (d) Other signs which by law cannot be prohibited;
- (e) A flag of the United States, subject to any Federal, State, City or County restrictions as to size and as to time, place, and manner of display;
- (f) Signs approved by the Board located at or near any entry identifying Unit addresses;
- (g) Signs required for traffic control and regulation of streets or open areas within the Development; and
- (h) Signs on the Project Common Area as approved by the Board or District Director for a purpose reasonably related to the affairs of the Mutual.

4.22 Vehicles and Parking.

4.22.1 Parking Rules. The parking, storage, and use of vehicles within the Development shall be subject to Rules adopted by the Board.

4.22.2 Oversized Vehicles. No vehicle that is too large to be parked entirely within a garage or entirely within a designated parking space (including but not limited to trailers, campers, motor homes, mobile homes, and commercial vehicles and trucks) shall be permitted to remain anywhere within an Entry, except that (i) such vehicle may be parked temporarily (not to exceed eight (8) hours) for purposes of loading or unloading, provided such vehicle does not interfere with the safe ingress and egress of pedestrians and vehicular traffic within an Entry, and (ii) oversized vehicles may be parked in designated areas of the Development in accordance with prior Board approval.

4.22.3 Commercial Vehicles. Commercial vehicles of vendors, utilities, contractors, delivery persons, movers, and others providing services shall be permitted within the Development while services are actually being performed as long as they are parked in authorized parking spaces. Commercial vehicles, except those driven by Residents, shall not be parked within the Development overnight. Commercial vehicles driven by Residents must be parked entirely within the Garage or Assigned Parking Space assigned to the Resident's Unit. Oversized commercial vehicles are subject to the provisions of Section 4.22.2.

4.22.4 Parking Assignments from Original Project CC&Rs. Some of the original Project CC&Rs included carport and/or garage parking assignments. These assignments shall be maintained as set forth in Exhibit F.

4.23 Parking Enforcement; Parking Rules. In addition to the Board's ability to regulate vehicles and parking by Rules as provided in Section 4.22.1,

above, the Board shall have the power and authority to impose fines and other sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such power shall include the power and authority to cause the towing, at the vehicle owner's expense, of vehicles which are parked within the Development in violation of any of the provisions of the Governing Documents. Costs incurred by the Mutual relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents shall be assessed as a Reimbursement Assessment against the Owner responsible or whose household members, tenants, or Guests are responsible for the presence of such vehicle. Parking Rules adopted by the Board may include, but are not limited to, restrictions on the length of time that vehicles may be parked in the Common Area, procedures regarding the registration of vehicles, and the issuance of parking permits or tags.

4.24 Garages/Carports/Assigned Parking Spaces. Each Owner and Resident shall keep his or her Garage, Carport, and/or Assigned Parking Space in a sanitary and safe condition as is required by Rules adopted by the Board.

4.25 Window Coverings. Drapes, window shades, and other window coverings installed in the windows of any Unit shall comply with any Rules adopted by the Board. In no event shall aluminum foil, newspaper, cardboard, blankets, or similar materials be placed in windows.

4.26 Roof Access. Owners, Residents, Guests, Invitees, vendors, and agents are prohibited from accessing the roofs of the buildings housing the Units and the roofs of Common Area components without the prior written consent of the District Director or the Mutual's managing agent.

4.27 Outbuildings. No outbuilding, tent, shack, trailer, shed, or temporary building of any kind shall be located within the Development except when specifically authorized by the Board.

4.28 Combining Units. An Owner who owns two (2) Units that adjoin each other either vertically or horizontally may connect the Units under all the following conditions.

4.28.1 Prior Approval. Prior to the commencement of any work, the Owner shall obtain the appropriate approval from the Board in accordance with the procedures described in Article 7. The Board may require the Owner to pay in advance any costs the Board may expect to incur in reviewing any plans, specifications and reports required to be submitted to the Board in connection with the proposed work, including but not limited to any costs for outside consultants to review the proposed work. The Board shall deny approval if it determines in its absolute discretion that the work would: (i) adversely affect the structural integrity of the building; (ii) materially alter the appearance of any Common Area as viewed

from any location outside the building; or (iii) unreasonably increase any sound transmissions, resonances, or reverberations to any other Unit or Exclusive Use Common Area appurtenant to any Unit.

4.28.2 Proof of Common Ownership. The Owner must provide the Board with appropriate evidence that the Units to be joined are under common ownership.

4.28.3 Collateral Insurance and Indemnities. The Owner shall provide such collateral insurance and indemnities as the Board considers necessary to ensure that the work will be completed in a timely and proper manner, that payment for all labor and materials will be properly made, and that the Mutual, Projects, and Members are adequately protected against mechanics or other liens, any damage that may occur to the Common Area or any Unit, or any liability that may arise from the work.

4.28.4 Separate Condominiums. For all purposes in this Declaration, the joined Units and Exclusive Use Common Area appurtenant thereto shall remain as separate and distinct Condominiums and shall remain subject to separate Assessments and entitled to separate votes for each Condominium.

4.28.5 Restoration. Unless the Board approves otherwise in writing, if the joined Condominiums at any time cease to be under common ownership, the Owner(s) not later than ninety (90) days after the effective date of the termination of the common ownership shall take all necessary steps to close the opening connecting the Units and restore the Common Area to the condition it was in prior to the work connecting the Units. Prior to the commencement of the restoration work, the Owner(s) shall obtain the approval of the Board for the necessary work in accordance with the procedures of Article 7.

4.28.6 Recordation. If an Owner is granted permission to join Units as described herein, the Owner and the Mutual shall execute and record a document in the records of the County of Contra Costa, California, describing the rights and duties of the Owner as provided in this Section 4.28. The rights and duties shall constitute covenants running with the land and equitable servitudes that bind the Units that are joined and benefit the other Condominiums and all Owners and successive owners thereto. If the Units are subsequently separated and the Common Area restored, the then Owner(s) and the Mutual may record a document confirming the restoration and terminating the prior record document.

4.29 Drainage. No Resident shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the Development without the prior written approval of the Board.

4.30 Irrigation and Water Use. No Resident shall irrigate or water any portion of the Common Area, except Exclusive Use Common Area, without prior Board approval. This provision shall be strictly enforced due to required water conservation policies and practices of the Mutual.

4.31 Vermin, Insects, Rodents. Residents have an obligation to notify the Mutual's managing agent of the presence of vermin, insects, and rodents. Residents are prohibited from feeding wildlife, in accordance with California law. Bird feeders containing birdseed are prohibited. No pet food or other food may be thrown or left outside of a Unit. Storage of food and other products outside a Unit in a manner which will attract pests, vermin, and insects is prohibited.

4.32 Mineral Exploration. No Unit or any portion of the Common Area shall be used to explore or remove any water, oil, hydrocarbons, or minerals of any kind without the approval of the Board, and only if permitted by local ordinance.

ARTICLE 5

RENTING OR LEASING

5.1 Requirements for Renting. The term "Unit," as used in this Article, shall be deemed to include the Exclusive Use Common Area appurtenant to the Unit unless specifically noted. An Owner who wishes to rent his or her Unit shall:

- (a) Complete an application for permission to rent;
- (b) Do so pursuant to a written lease or rental agreement. The lease or rental agreement shall be for an initial term of at least one (1) month and shall expressly provide that its terms are subject to all the provisions of the Governing Documents and that failure of the tenant, members of the tenant's household, Invitees, or Guests to comply with applicable provisions of the Governing Documents shall constitute a breach of the terms of such lease or rental agreement;
- (c) Be eligible to rent his or her Unit for no more than one (1) year total during the time the Owner owns his or her Unit;
- (d) File a copy of the signed lease or rental agreement with the Board within five (5) days after the lease becomes effective. The Owner may redact or blackout the financial terms (i.e., the amount of rent and security deposit) from the copy of the lease or agreement provided to the Board;
- (e) Comply with the requirements set forth in Section 10.7, below, namely, require the tenant to obtain and maintain a "renter's policy" (also known as an "HO-4" policy) and provide to the Board a certificate from the tenant's insurer

certifying that the required insurance under Section 10.7 has been procured and is in full force and effect;

(f) Provide the tenant(s) with a copy of the Governing Documents and any subsequent changes thereto;

(g) Notify the Board of the name of each tenant and of the members of the tenant's household; and

(h) Have the duty and responsibility to keep the Board apprised of his or her current address and telephone number.

5.2 Rental of Entire Unit. No Owner shall rent or lease less than the entire Unit and the Exclusive Use Common Area appurtenant to the Unit except as permitted by Section 5.3, below. The preceding sentence is intended to prohibit the operation of a rooming house or similar operation within the Development. No Assigned Parking Space, Carport, Garage, Storage Space, accessory building, or other facility shall be rented, leased or hired to anyone who does not have the right of possession of the entire Unit, except as specifically provided in Section 5.12, below. This Section is not intended to prohibit a resident Owner from sharing his or her Unit with a roommate or other person(s) with whom the Owner maintains a common household.

5.3 No Subletting or Short-Term Rentals; Roommates. No portion of any Unit shall be sublet nor shall any Owner lease a Unit for transient or hotel purposes. Owners are prohibited from offering all or part of any Unit for short-term rental (i.e., for a period of less than one (1) month), through Airbnb, VRBO or other similar websites or entities, or by any other rental agreement which includes as consideration payment of money, trade or barter of other goods or services, or conveyance of property occupancy rights. However, a resident Owner may share his or her Unit with a roommate or other persons with whom the Owner maintains a common household and such persons may pay rent to the resident Owner, provided that all persons occupying the Unit are authorized, as verified by the Mutual.

5.4 Hardship Waivers. Upon written request of an Owner, the Board shall have the right, but shall not be obligated, to waive the one-year lifetime limitation stated in Section 5.1(c), above, in cases of deserving and unusual hardship (for instance, an illness requiring temporary relocation for treatment) provided: (i) each such waiver shall be for a limited term, not to exceed one (1) year; (ii) the Owner in question shall deliver to the Board a signed statement representing that he or she will retake possession and occupancy of the Unit as a Resident thereof upon the expiration of such limited term; and (iii) such waiver shall be subject to other conditions as the Board may determine, which conditions may include but shall not be limited to Board review and approval of the lease for such

limited term. Owners may apply for consecutive hardship waivers and the Board may approve consecutive hardship waivers as deemed appropriate.

5.5 Time-Share Arrangements Prohibited. No Unit shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time-sharing agreement, plan, program, or arrangement, including without limitation any so-called "vacation license," "travel club," "extended vacation," or other membership or time interval ownership arrangement. The term "time-sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess any Unit in the Development rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time. This Section shall not be construed to limit the personal use of any Unit in the Development by any Owner or his or her or its social or familial guests.

5.6 Private Exchanges Prohibited. "Private Exchanges" or "home swaps" shall mean private exchange arrangements with another person whereby the Owner will occupy the dwelling of the other party to the exchange for a defined temporary period and that other person will occupy the Owner's Unit during the same period. Private Exchanges are prohibited.

5.7 Implementation. Upon request from the Board after this Declaration is recorded, each Owner renting or leasing a Unit shall provide such information as the Board may reasonably require to implement the provisions of this Article 5, including but not limited to the names of the tenants and the members of the tenants' household and the duration of the lease. Upon request by the Board, such Owners shall also provide the Board with a statement signed by the tenants acknowledging that they have read and understand the Mutual's Governing Documents and will abide by the provisions contained therein.

5.8 Mutual as Third Party Beneficiary. The Owner and the tenant(s) of any Units subject to this Declaration shall be conclusively deemed to have agreed that the Mutual is an intended third party beneficiary to the contract between the Owner and the tenant(s); that failure of the tenant, members of the tenant's household, or guests to comply with the Governing Documents shall constitute a breach of the terms of the contract between the Owner and the tenant(s); and that the Mutual shall have the right but not the obligation to enforce the contract and to pursue every remedy available under the contract, under the Declaration, including but not limited to the rights granted pursuant to Section 5.9, below, or under the law, including eviction, to the same extent as the Owner of the Condominium. The Mutual's right to maintain an eviction action shall arise only in the event that (i) the Mutual has given notice to the Owner detailing the nature of the infraction and the

Owner has had a reasonable opportunity to take corrective action or to appear before the Board to present arguments against eviction by the Mutual, and (ii) the Owner has not taken action to prevent and/or correct the actions of the tenant giving rise to the damage or nuisance.

5.9 Assignment of Rents as Security for Payment of Liens. As security for the payment of all liens provided for under the Declaration, including those described in Section 8.2, each Owner hereby gives to and confers upon the Mutual the right, power, and authority during the continuance of such ownership to collect the rents, issues, and profits of the Owner's Unit, reserving unto the Owner the right, prior to any default by such Owner in performance of that Owner's obligations under the Governing Documents in payment of any indebtedness to the Mutual or in performance of any agreement thereunder including but not limited to those set forth in Section 8.2, to collect and retain such rents, issues, and profits as they may become due and payable. Upon any such default, the Mutual may at any time, upon ten (10) days' written notice to such Owner, then (either in person, by agent, or by a receiver to be security for such indebtedness) enter upon and take possession of such Owner's Unit or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any such indebtedness, and in such order as the Mutual may determine or as required by applicable law. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default under the Governing Documents or invalidate any act done pursuant to this Declaration, including but not limited to imposition of a Reimbursement Assessment and any Additional Charges. The assignment of rents and powers described in this Section 5.9 shall not affect, but shall in all respects be subordinate to, the rights and power of the holder of any first Mortgage on any Unit, or any part thereof, to do the same or similar acts.

5.10 Owner Responsible for Tenant's Actions; Indemnification of Mutual. Each Owner leasing or renting a Unit shall be responsible and strictly liable to the Mutual for the action of such Owner's tenant(s) in or about all Units and Common Area and for each tenant's compliance with the provisions of the Governing Documents. To the fullest extent permitted by law, every Owner of a Unit that is occupied by persons other than the Owner pursuant to a rental agreement or lease or otherwise, agrees to and shall indemnify and defend the Mutual, its Directors and agents and shall hold them harmless from and against any cost, loss, claim or damages of any kind, arising out of the conduct or presence of the occupants of the Unit, including but not limited to attorneys' fees, any claims for consequential damages, and any claims arising or alleged to arise out of the enforcement or non-enforcement by the Mutual of the Governing Documents with respect to such

occupants. Any amounts owed pursuant to this Section 5.10 may be assessed as a Reimbursement Assessment.

5.11 Owner Prohibited from Using Common Facilities While Unit Rented. Any Owner who leases or rents his or her Unit and does not still reside in the Development shall not be entitled to use and enjoy any common facility during the period the Unit is occupied by a tenant or tenants.

5.12 Owner-Owner Leases. Notwithstanding any other provision of the Governing Documents, leases for the use of Assigned Parking Spaces, golf cart parking spaces, Garages, or Carports between Owners ("Owner-Owner Lease") are permissible; provided, however, the Owner-Owner Lease is in writing and signed by all parties. Owners may not rent their parking spaces of any type to another Owner if doing so will prevent them from parking their personal vehicles in their assigned parking spaces, i.e., an Owner may not rent his or her parking spaces to another Owner and then use Common Area or guest parking spaces for his or her personal vehicle(s). There may be an unlimited number of Owner-Owner Leases. A copy of each such Owner-Owner Lease shall be provided to the Mutual within thirty (30) days of its execution.

ARTICLE 6

MAINTENANCE, REPAIR, AND REPLACEMENT RESPONSIBILITIES

6.1 Common Area. Each Project shall provide Maintenance, Repair, and Replacement of its Project Common Area and all facilities, improvements, and landscaping thereon including but not limited to: (i) entries or streets, (ii) Parking Spaces, (iii) sidewalks, (iv) trash enclosures, (v) landscaping or "greenbelt" area, (vi) utility facilities, except for those utility facilities which are maintained by public or private utility companies or agencies, or the Foundation, and (vii) all other real and/or personal property that may be acquired by the Project or Mutual, as set forth in the Maintenance Policies adopted by the Board. The Projects shall not be responsible for the Maintenance, Repair, and/or Replacement of Exclusive Use Common Area except as specifically provided herein.

6.2 Exclusive Use Common Area. The Projects shall provide maintenance, repair and replacement of Exclusive Use Common Area only as specifically set forth herein. Project responsibility for Exclusive Use Common Area does not eliminate Member obligations to maintain, repair and/or replace Exclusive Use Common Area as set forth below. Any alteration, modification or replacement of Exclusive Use Common Area requires the approval of the Board pursuant to Article 7 of this Declaration and any Architectural Rules.

6.2.1 Assigned Parking Spaces.

(a) Project Responsibility. The Project shall provide maintenance, repair and replacement of Assigned Parking Spaces.

(b) Owner Responsibility. Each Owner and Resident shall be responsible for the day-to-day upkeep and cleaning of the Assigned Parking Space(s) assigned to his or her Unit, keeping such spaces broom clean and free of debris.

6.2.2 Balconies and Elevated Walkways.

(a) Project Responsibility. The Project shall provide maintenance, repair and replacement of Balconies and Elevated Walkways, including framing, railings, and walking surfaces.

(b) Owner Responsibility. Each Owner shall be responsible for the day-to-day upkeep and cleaning of the Balcony and Elevated Walkways appurtenant to his or her Unit, keeping such spaces broom clean and free of debris. Sliding glass door tracks (if any) must be kept clean and free of dirt and debris. Nothing shall be placed on the railing of the Balcony or Elevated Walkways. Nothing shall be placed on the floor of the Balcony or Elevated Walkways that will trap moisture. In particular, saucers and spacers must be placed under any potted plants. Each Owner shall also be responsible for the maintenance, repair and replacement of any improvements in the Balcony and Elevated Walkway area, including but not limited to planting and landscaping, subject to Rules adopted by the Board.

6.2.3 Cable, Electrical, Telephone, and Telecommunications

Wiring.

(a) Project Responsibility. The Project shall be responsible for the maintenance, repair and replacement of electrical wiring from the meter up to and including the circuit breaker, except for electrical wiring which has been altered or replaced by the Unit Owner.

(b) Owner Responsibility. Each Owner shall be responsible for providing maintenance, repair and replacement of electrical wiring and cable wiring located inside the Unit. Additionally, electrical wiring from the meter up to and including the circuit breaker and cable wiring from the box into the Unit is the responsibility of the Owner if the Owner has altered or replaced that wiring during the course of a permitted alteration project. Telephone, telecommunications, and cable wiring serving the Unit is the sole maintenance, repair and replacement responsibility of the Unit Owner.

6.2.4 Carports.

(a) Project Responsibility. The Projects shall provide maintenance, repair and replacement of Carports, including the Carport structure and the roof system of the Carport.

(b) Owner Responsibility. Each Owner shall be responsible for the day-to-day upkeep and cleaning of the Carport the exclusive use of which has been assigned to the Owner's Unit.

(c) Project 50 Carports. In addition to the responsibility stated at Section 6.2.4(b), above, Owners having the exclusive use of a Project 50 Carport are solely responsible for the cost of electricity provided to their Project 50 Carport, and for the cost of maintenance, repair, and replacement of electrical wiring, fixtures, and lightbulbs located in their assigned Project 50 Carport.

(d) Project 55 Carports. In addition to the responsibility stated at Section 6.2.4(b), above, Owners having the exclusive use of a Project 55 Carport are solely responsible for the cost of electricity provided to their Project 55 Carport, and for the cost of maintenance, repair, and replacement of electrical wiring, fixtures, and lightbulbs located in their assigned Project 55 Carport.

6.2.5 Chimney, Chimney Caps, and Flues.

(a) Project Responsibility. The Projects shall provide maintenance, repair and replacement of the exterior surfaces of chimneys extending above the roofline, chimney caps, and rodent-deterrent wire barrier located on the chimney and/or roof.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the chimney flue, including periodic chimney sweeping or other chimney cleaning as needed. Each Owner shall also be responsible for the maintenance, repair and replacement of the fireplace, firebox, and flue damper located in the Unit.

6.2.6 Common Area Ramps, Railings, and Lighting Required for Board-Approved Disability Accommodations.

(a) Project Responsibility. The Project shall be responsible for the maintenance, repair and replacement of all Project Common Area ramps, railings, lighting, and other improvements required for Board-approved disability accommodations, except for stair lifts.

(b) Owner Responsibility. Owners shall be solely responsible for the cost of construction and/or installation of Project Common Area ramps, railings, and lighting required for Board-approved disability accommodations. Owners shall be solely responsible for the maintenance, repair and replacement of stair lifts.

6.2.7 Decks.

(a) Project Responsibility. The Projects shall provide maintenance, repair and replacement of Decks, including walking surfaces, framings, and railings, but not including any Owner-installed upgrades to walking surfaces. Additionally, the Projects shall provide maintenance, repair and replacement of any wall surrounding a Deck.

(b) Owner Responsibility. Each Owner shall be responsible for the day-to-day upkeep and cleaning of Decks, the exclusive use of which has been assigned to the Owner's Unit, keeping such space broom clean and free of debris. Owners shall be responsible for the maintenance, repair and replacement of Owner-installed upgraded flooring products. Additionally, Owners shall be solely responsible for the cost of removing and replacing upgraded flooring products at any time necessary for Project maintenance of the Decks. Sliding glass door tracks must be kept clean and free of dirt and debris. Nothing shall be placed on the railing of the Deck. Nothing shall be placed on the floor of the Deck that will trap moisture. In particular, saucers and spacers must be placed under any potted plants.

6.2.8 Dryer Vent Lines and Vent Cap.

(a) Project Responsibility. The Project shall be responsible for the maintenance, repair and replacement of the dryer vent cap and rodent-deterrent wire barrier located on the roof.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the dryer vent lines located inside the walls and attic, including periodic cleaning as necessary.

6.2.9 Electric Vehicle Charging Stations. An Owner whose request to install an electric vehicle charging station ("EVCS") was approved by the Board shall be responsible at such Owner's sole cost and expense for the maintenance, repair and replacement of the EVCS and for all cost and expense associated with the removal of an EVCS if necessary, including the cost and expense to restore the Common Area to its pre-installation condition.

6.2.10 Exterior Doors other than Sliding Glass Doors.

(a) Project Responsibility. The Projects shall be responsible for painting the exterior surface of exterior doors, including the door frame and door jamb, except for doors which have been altered or replaced by an Owner.

(b) Owner Responsibility. Except for periodic painting pursuant to section 6.2.10(a), above, each Owner shall be responsible for the maintenance, repair and replacement of the exterior doors exclusively serving his or her Unit, including the front door and including any locks, frames, keying, and/or weather stripping, subject to Rules adopted by the Board. If the repair to any exterior door impacts or affects Project Common Area, the Owner must obtain the written approval of the Board, pursuant to Article 7, before proceeding with repairs. Additionally, an Owner must obtain the written approval of the Board, pursuant to Article 7, before replacing any exterior door. The provisions of this Section shall not be construed to permit any interference with or damage to the structural integrity of any building.

6.2.11 Garages.

(a) Project Responsibility. Each Project shall provide maintenance, repair and replacement of the Garage structure and the exterior surfaces. Additionally, the Project shall provide periodic painting of Garage exteriors, including wooden Garage doors. Except for the Project 50 Deeded Garages, the Project is responsible for the maintenance, repair and replacement of the Garage doors, including any springs, hinges, tracks, and mounting.

(b) Owner Responsibility. Each Owner shall be responsible for the general upkeep and cleaning of Garage interiors. Each Owner shall also be responsible for the maintenance, repair and replacement of the Garage door locks, Garage door openers, and the electrical system (including wiring, controls) for the Garage door opener. If the repair to any Garage door impacts or affects Common Area, the Owner must obtain the written approval of the Architectural Review Committee and/or Board, pursuant to Article 7, before proceeding with repairs or replacing any Garage door. The provisions of this Section shall not be construed to permit any interference with or damage to the structural integrity of any building. All storage within Garages shall be maintained in a safe and sanitary condition and in accordance with Mutual Policies.

(c) Project 50 Deeded Garages. Each Owner of a Project 50 Deeded Garage shall be responsible for the maintenance, repair and replacement of the Garage interior, and the maintenance, repair and replacement of the Garage doors (except for periodic painting of the exterior of the doors, which shall remain the responsibility of the Project pursuant to Section 6.2.11(a), above),

any system designed to open and/or close a Garage door, including but not limited to the Garage door hardware (including hinges, springs and mountings (including mounting track)), Garage door locks, Garage door openers, and the electrical system (including wiring, controls) for the Garage door opener. Owners must obtain the written approval of the Architectural Review Committee and/or Board, pursuant to Article 7, before proceeding with repairs to Garages or replacing any Garage door. The provisions of this Section shall not be construed to permit any interference with or damage to the structural integrity of any building. Owners having the exclusive use of a Project 50 Deeded Garage are solely responsible for the cost of electricity provided to their Project 50 Deeded Garage and for the cost of maintenance, repair, and replacement of electrical wiring, fixtures, and lightbulbs located in their assigned Project 50 Deeded Garage. All storage within the Project 50 Deeded Garages shall be maintained in a safe and sanitary condition and in accordance with Mutual Policies.

6.2.12 HVAC Systems.

(a) Project Responsibility. The Projects shall not be responsible for HVAC systems or for any hoses or other components serving the Units, except that the Projects shall be responsible for making sure the end of the condensate line exiting onto Common Area is clear, except for exits of the condensate lines located in Owner-maintained gardens pursuant to Section 6.2.12(b).

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair, and replacement of the HVAC systems serving his or her Unit, including all mechanical and electrical components, thermostats, wiring, plumbing, ductwork, registers, and condensate lines. Owners are responsible for making sure the condensate lines remain unplugged, uncovered, and fully operational. In the case of Owner-maintained gardens, the Owner is also responsible for making sure that all debris and vegetation is cleared from the exterior exit of the condensate lines.

6.2.13 Mailboxes.

(a) Project Responsibility. Each Project shall be responsible for the repair and replacement of originally installed exterior mailboxes.

(b) Owner Responsibility. Each Owner shall be responsible for the cleaning and upkeep of his or her exterior mailbox, whether originally installed or replaced. If an Owner installs a new mailbox through an alteration permit, the Owner and all subsequent Owners shall be responsible for maintenance, repair and replacement of the mailbox.

6.2.14 Owner-Altered Patio or Balcony Enclosures. Some Patios and Balconies have been enclosed, enlarged, or otherwise altered from the original design. Pursuant to the Alterations Permit issued at the time of the alteration, Owners are responsible for the maintenance, repair and replacement of these Owner-Altered Patio or Balcony Enclosures. This responsibility shall continue to subsequent Owners until such time as compliance with the Mutual building maintenance standards is confirmed during the next Major Rehabilitation Project of the building exterior in which the Unit is located. At that time, responsibility for the repair and replacement of the Owner-Altered Patio or Balcony Enclosures shall shift to the Project, as described in Section 6.2.14(a), below.

(a) Project Responsibility. The Project shall not be responsible for the maintenance, repair, and replacement of an Owner-Altered Patio or Balcony Enclosure for which the Owner is responsible as recorded in the Unit file at the Alterations Department and for which maintenance, repair, and replacement responsibility has not shifted back to the Project during the course of a Major Rehabilitation Project or by other agreement. At such time of the next Major Rehabilitation Project of the building exterior in which the Unit is located, the Project shall determine the cost of bringing the Owner-Altered Patio or Balcony Enclosure for which an Owner is responsible up to the current Mutual building maintenance standards for the building structure and exteriors. Owners shall be charged as an Owner billable any cost over \$1,500 in 2018 dollars, or as defined by Policy, to bring the Owner-Altered Patio or Balcony Enclosure up to the current building maintenance standards for building structure and exteriors. The amount contained in the Policy may be revised by the Board from time to time if there are significant changes in costs. After the Major Rehabilitation Project is complete, the Project shall assume responsibility for the maintenance, repair, and replacement of the structure and exterior of the Owner-Altered Patio or Balcony Enclosure. Any change in allocation of maintenance responsibility shall be recorded in the Unit file at the Alterations Department.

(b) Owner Responsibility. Owners shall be responsible for the cost of maintenance, repair, and replacement of Owner-Altered Patios or Balconies until such time as the maintenance responsibilities shift back to the Project as described in Section 6.2.14(a), above. Owners are always responsible for day-to-day maintenance of their Owner-Altered Patios or Balconies.

6.2.15 Patios.

(a) Project Responsibility. The Projects shall be responsible for the repair and replacement of Patios. The Projects shall provide maintenance, repair and replacement of any originally-installed walls or fences surrounding a Patio, including any walls or fencing that form the boundary between two Patio areas.

(b) Owner Responsibility. Each Owner shall be responsible for the cleaning and upkeep of the Patio the exclusive use of which has been assigned to his or her Unit. Each Owner shall also be responsible for the maintenance, repair and replacement of any improvements in the Patio area, including but not limited to Owner-installed floor coverings (such as tile or wood planks), plantings, and landscaping, subject to Rules adopted by the Board. In the event that the Project needs to conduct repair or replacement activities on an Owner's Patio, the Owner shall be solely responsible for the removal and restoration of any Owner-installed floor covering.

6.2.16 Plumbing.

(a) Project Responsibility. The Project shall be responsible for the maintenance, repair and replacement of Common Area plumbing located on Project Common Area, including the plumbing pipes located inside exterior walls of the building in which the Unit is located, and also including plumbing located inside non-bearing interior walls which are part of the Unit. Notwithstanding the foregoing allocation of responsibility, the Project shall not be responsible for plumbing which is altered by the Owner, except as set forth in Section 6.2.16(b), below.

(b) Owner Responsibility. Each Owner shall be responsible for providing maintenance, repair and replacement of plumbing pipes, lines, and fixtures located within the Unit, except for pipes located inside non-bearing interior walls as set forth in Section 6.2.16(a), above. Notwithstanding the foregoing, plumbing which the Owner has altered or replaced during the course of a permitted alteration project is the maintenance, repair and replacement responsibility of the Owner regardless of location of the plumbing.

6.2.17 Skylights and Solar Tubes. Unless originally-installed, each Owner shall be responsible for the maintenance, repair and replacement of the skylights and solar tubes serving his or her Unit, including all frames, the lens/bubble, flashing and other waterproofing components. Owners, however, are prohibited from accessing the roof to perform any such maintenance, repair or replacement. If work cannot be performed from inside the Unit, the Project may provide maintenance, repair and/or replacement of the skylight and/or its components and levy a Reimbursement Assessment against the Owner of the Unit served by the skylight or solar tube. Alternatively, the Owner may contract with a licensed, approved contractor to perform maintenance, repair, or replacement of the skylight and/or solar tube, provided an alteration application is submitted to the Board and approved prior to commencement of the work.

6.2.18 Smoke Detectors and Carbon Monoxide Detectors.

(a) Project Responsibility. The Projects shall provide maintenance, repair and replacement of the ten-year battery-operated smoke detectors installed by the Projects located inside the Units.

(b) Owner Responsibility. Each Owner shall provide maintenance, repair and replacement of the carbon monoxide detectors or additional smoke detectors located inside the Units. Additionally, testing of battery-operated smoke detectors and/or carbon monoxide detectors that are or that may in the future be located in a Unit shall be the sole responsibility of the Unit Owner. Unit Owners must immediately report any Project-installed ten-year smoke detectors which are in need of maintenance, repair, or replacement to the Project. The Mutual and Projects shall not be responsible or liable for the consequences of any Owner's failure to test any battery-operated smoke detector or carbon monoxide detector installed in an Owner's Unit or for an Owner's failure to report a malfunctioning smoke detector to the Project. The Project, Mutual, and/or the Fire Marshal shall have a reasonable right of entry to inspect any Unit to verify that such Unit contains working smoke and carbon-monoxide detectors as required by law.

6.2.19 Storage Spaces.

(a) Project Responsibility. The Projects shall provide maintenance, repair and replacement of Storage Spaces.

(b) Owner Responsibility. Each Owner and Resident shall be responsible for the day-to-day upkeep and cleaning of the interior of the Storage Space assigned to his or her Unit.

6.2.20 Water Heaters.

(a) Project Responsibility. The Projects shall not be responsible for water heaters serving the Units or for any of the hoses or other components of the water heaters serving the Units, except that the Projects shall be responsible for making sure the end of the condensate line exiting onto Common Area is clear, except for exterior exits of the condensate lines located in Owner-maintained gardens pursuant to Section 6.2.12(b).

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the water heater serving his or her Unit, including the water lines and hoses and all other components of the water heating system, and including exterior exits of the condensate lines located in Owner-maintained gardens pursuant to Section 6.2.12(b), which exterior exits must be kept clear by the Owner.

6.2.21 Window Systems and Sliding Glass Doors.

(a) Project Responsibility. The Project's responsibility for window systems and sliding glass doors shall be limited to the maintenance and repair of originally-installed window and sliding glass door flashing.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the glass and weatherstripping of originally-installed window systems and sliding glass doors and for replacement of originally-installed window systems and sliding glass doors which have reached the end of their useful life and need to be replaced as a result. Owners shall be solely responsible for the maintenance, repair, and replacement of all window systems and sliding glass doors of his or her Unit which are not originally-installed. Any replacement of window systems and/or sliding glass doors by Owners outside of any window system and/or sliding glass door replacement by the Project shall be subject to Article 7 of this Declaration. Replacement of the entirety of a window system (i.e., replacement of a "window") and/or a sliding glass door by an Owner may occur under one of two conditions, and subject to the Board's discretion, as follows: (i) the Owner shall hire a licensed and insured contractor, as approved by the Board, to ensure that all components of the window systems and/or sliding glass doors, including but not limited to the frames, flashing and waterproofing components, are properly installed and integrated with the building envelope; or (ii) the Project shall hire a licensed and insured contractor to ensure that all components of the window systems and/or sliding glass doors, including but not limited to the frames, flashing and waterproofing components, are properly installed and integrated with the building envelope. The Owner shall be responsible for all costs associated with replacement of window systems and/or sliding glass doors of the Owner's Unit, including any costs incurred by the Project in hiring a contractor; such costs may be collected via a Reimbursement Assessment or Owner billable.

6.3 Units. Each Owner shall be responsible for providing maintenance, repair, and replacement of his or her Unit or any portion thereof, as defined in Section 1.54, including any equipment, utility facilities, fixtures, cabinetry and appliances located therein, and the finished surfaces of the interior floors, ceilings and perimeter walls of the Unit, in a safe, clean, sanitary, workable, and attractive condition, subject to the provisions of this Article 6 and Article 7.

6.3.1 Interior Decorations. Each Owner shall have complete discretion as to furniture, furnishings, and interior decorating of the interior of his or her Unit and shall have the exclusive right to paint, plaster, panel, tile, paper, or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors and doors bounding his or her Unit, and to substitute new finished surfaces for the finished surfaces existing on said walls, ceilings, floors and doors; subject,

however to Section 4.11 of this Declaration (entitled "Floor Coverings"), the Maintenance Policies, and the Architectural Rules. Installation of crown molding requires an alterations permit. In no instance shall the Owner do anything in or about his or her Unit or Exclusive Use Common Area that will affect the structural integrity of the building in which such Unit and Exclusive Use Common Area are located or adversely impact neighbors.

6.3.2 Battery-Operated Smoke Detectors and Carbon Monoxide Detectors. The maintenance, repair and replacement of any battery-operated smoke detectors and/or carbon monoxide detectors that are or that may in the future be located in a Unit shall be as set forth in Section 6.2.18, above.

6.3.3 Hoses and Water Lines. Owners shall be responsible for the maintenance, repair and replacement of hoses to all appliances, including washing machines, refrigerators, and dishwashers and shall be strictly liable for any damage or loss resulting from broken, burst, or leaking hoses.

6.3.4 Water Damage and Mold. Each Owner is responsible for water damage to his or her Unit, other Units, and/or the Common Area and mold in his or her Unit, other Units, and/or the Common Area: (i) caused by the Owner, Resident (including tenant), Guests, or Invitees; or (ii) originating from one of the components, including but not limited to plumbing lines, plumbing-related fixtures, windows and sliding glass doors, which the Owner is responsible for maintaining, repairing and replacing. Each Owner shall regularly inspect his or her Unit for plumbing leaks, water accumulation, water intrusion through windows, doors, and roofs, and signs of mold. Owners must periodically service and/or replace supply and drain lines to appliances, heating, venting and air conditioning ("HVAC") equipment, sinks, toilets and other components. Additionally, Owners must report evidence of plumbing leaks, water accumulation, water intrusion and/or mold to the Project upon discovery.

6.3.5 Compliance with Architectural Rules. An Owner's right and responsibility for maintaining, repairing or replacing any portions of his or her Unit and/or any Exclusive Use Common Area appurtenant to the Unit shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural control, including Article 7.

6.4 Reimbursement Assessments for Damage to or Caused by Owner-Maintained Components. If, in the course of performing its obligations to maintain, repair and replace, the Project and/or its agents discover damage to components not otherwise the responsibility of the Project, the Project has the right, but not the obligation, to repair or replace the damaged component(s) for which the Owner is responsible. The Owner shall reimburse the Project for the cost of said repair or replacement, which may be levied as a Reimbursement Assessment.

If it is determined that the cause of damage to a component, the maintenance, repair and/or replacement of which is the Project's responsibility, is a failed or improperly installed component for which the Owner is responsible, then the Project shall also have the right to replace said component and may levy a Reimbursement Assessment against the Unit Owner to reimburse the Project for replacement costs as well as the costs to correct the damage resulting from that component.

6.5 Owner Alterations. In the event an Owner or Resident has altered, modified, or added on to a Unit or to a component that would otherwise be the responsibility of the Project and which increases the maintenance, repair and/or replacement cost to the Project, the Owner shall reimburse the Project for the increased cost, which may be levied as a Reimbursement Assessment. The Mutual may condition approval of an alteration on an Owner assuming responsibility for increased maintenance costs associated with the modification. However, the Owner and his or her successors shall be responsible for payment of increased costs even in the absence of an express assumption of responsibility.

6.6 Repair of Damage Caused by Wood-Destroying Pests or Organisms and Other Pests. Each Project shall bear the costs for the repair and maintenance of its Common Area (including Exclusive Use Common Area) damaged by the presence of wood-destroying pests or organisms or other pests. However, if any of the maintenance and repair work referred to in this Section is necessitated by the willful or negligent acts of the Owner, members of his or her household, Guests, tenants, or Invitees, the costs of such maintenance or repairs shall be charged to, and paid by, the Owner as a Reimbursement Assessment. Residents shall cooperate with the Mutual to enable any fumigation work to be done promptly and effectively. Owners shall be responsible for all costs for food, lodging, and other relocation costs during the period during which the Unit is required to be vacated.

6.7 Modifications that Affect Structural Integrity or Common Systems. No Owner shall do anything in or about his or her Unit and/or Exclusive Use Common Area appurtenant to his or her Unit that will affect or compromise the structural integrity of the building in which it is located and/or the common systems, including but not limited to the plumbing and electrical systems.

6.8 Owner Liability. In the event the need for any maintenance, repair, or replacement of a component which is otherwise the Project's responsibility is caused by the willful or negligent act or omission of an Owner or members of an Owner's household, tenants, guests, invitees, or household pets, the cost of such maintenance, repair, or replacement, including the cost of materials, labor, supplies, and services, shall be charged to, and paid by, such Owner in the form of a Reimbursement Assessment. Owners shall be further responsible for any damage to Common Area or the Unit and improvements of another Owner which

emanates from an Owner's Unit or Exclusive Use Common Area appurtenant to the Unit. The cost of any such maintenance, repair or replacement of damaged components, including the cost of materials, labor, supplies, and services, shall be charged to, and paid by, the Owner responsible in the form of a Reimbursement Assessment. This provision shall apply regardless of the applicability of coverage provided by Mutual-maintained policies of insurance.

6.9 Availability or Applicability of Insurance Proceeds. The responsibilities for maintenance, repair, and replacement as set forth in this Article 6 shall apply irrespective of the availability or applicability of insurance proceeds from the Mutual's blanket policy. In the event of a loss covered by the Mutual's blanket policy, the Owner(s) of the damaged Unit have the right to apply the proceeds to pay for repairs caused by the loss. However, the mere fact that the Mutual's master policy may provide coverage in the event of a loss does not relieve Owner(s) of the responsibilities and liabilities as set forth in this Declaration, including this Article 6.

6.10 Mutual's Right of Entry. The Mutual or its agents may enter any Unit or any portion of Exclusive Use Common Area which has been designated or assigned for the exclusive use of the Residents of a particular Unit, whenever there exists good cause for such entry, in the Board's discretion: (i) in connection with the performance of any maintenance, repair, construction, or replacement for which the Mutual is responsible or which it is authorized to perform; (ii) to mitigate damages; (iii) to inspect the Unit and/or Exclusive Use Common Area appurtenant thereto to ensure compliance with the Governing Documents and/or determine whether maintenance, repair, construction, or replacement is necessary; and/or (iv) for any other legitimate Mutual purpose. Neither the Mutual nor its agents, acting in good faith, shall be liable for trespass for entering a Unit and/or Exclusive Use Common Area under these circumstances.

6.10.1 Notice of Entry. The Mutual shall provide reasonable advance written notice of not less than twenty-four (24) hours, except in the event of an emergency. Prior to entry in the event of an emergency, the Mutual shall make a good faith effort to provide notice to the Owner and/or Residents as the exigencies of the circumstances permit.

6.10.2 Emergency Entry. In the event of an emergency, the Mutual or its agents may enter the Unit and/or Exclusive Use Common Area without notice. Such entry shall not constitute trespass or other wrongful act and neither the Mutual nor its agents shall be subject to liability to the Owner or Resident. Prior to entry in the event of an emergency, the Mutual shall make a good faith effort to provide notice to the Owner and/or Residents as the exigencies of the circumstances permit.

6.10.3 Duty to Cooperate with Mutual. All Owners and Residents have a duty to cooperate with the Mutual to perform its responsibilities as set forth in this Declaration.

6.10.4 Duty to Vacate. Each Owner and Resident has the duty to vacate a Unit and/or Exclusive Use Common Area if required for treatment and/or repairs related to or resulting from termites, other pest infestations, and microorganisms, or as is necessary for the Mutual to perform work within the Unit and/or Exclusive Use Common Area. The expense of any temporary relocation during such repair and maintenance of any Unit and/or Exclusive Use Common Area shall be the responsibility of the Unit Owner.

6.10.5 Permit Access. Each Owner and Resident has the duty to permit access to the Unit and/or Exclusive Use Common Area to permit the Mutual to perform its responsibilities as set forth in this Declaration. Each Owner and Resident also has the duty to move (and store if necessary) personal property, including but not limited to furniture, vehicles, solar panels, and satellite dishes/antennas, as is necessary to permit the Mutual and its agents to access the Unit and/or Exclusive Use Common Area to perform its responsibilities as set forth in this Declaration.

6.10.6 Failure to Cooperate/Vacate. In the event any Owner or Resident fails to vacate or provide access to a Unit and/or Exclusive Use Common Area or otherwise cooperate with the Mutual, the Mutual shall be authorized to levy a Reimbursement Assessment against the Unit Owner for all expenses incurred by the Mutual in obtaining access to the Unit and/or Exclusive Use Common Area, including but not limited to attorneys' fees (regardless of whether legal proceedings are instituted), locksmith costs, storage costs, and moving costs. The Mutual is authorized to hire a locksmith to gain entry to a Unit or Exclusive Use Common Area.

6.11 Board Discretion. In addition to the authority granted to the Mutual in Section 6.11, above, to enter any Unit and/or Exclusive Use Common Area, the Board shall have the absolute discretion to determine whether any maintenance, repair, or replacement, which is the responsibility of an Owner, is necessary to preserve the appearance and value of the property within the Development or any portion thereof. If appropriate, and time and circumstances permitting and appropriate as determined by the Board in its sole discretion, the Board may notify an Owner of the work the Board deems necessary rather than arranging to have the work performed. In the event an Owner fails to perform such work within thirty (30) days after notification by the Board to the Owner the Board may, after written notice to the Owner, and the opportunity of a hearing before the Board, cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 Improvements and Modifications. Except for improvements made or constructed by or on behalf of the Mutual, no exterior addition or modification of any kind, including but not limited to any fence, wall, obstruction, window, exterior door, balcony, screen, patio cover, tent, awning, roof, pool, outdoor lighting, improvement, or other structure of any kind, and/or landscaping, shall be commenced, erected, painted or maintained within the Development, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same have been submitted to and approved in writing by the Architectural Review Committee and/or Board as provided in this Article 7.

7.1.1 Satellite Dishes and Antennas. No outside radio or television aerial, mast, pole, tower, antenna (including so-called "CB" or "ham" radio antennas), receiver, transmitter or satellite dish, to the extent restricted by Section 4.16, may be commenced, erected or installed without the prior written approval of the Architectural Review Committee and/or Board as provided in this Article 7.

7.1.2 Solar Energy Systems. No installation or modification of a solar collector, solar panel, or other solar energy device or system in Common Area, including Exclusive Use Common Area, is permitted without the prior written approval of the Architectural Review Committee and/or Board as provided in this Article 7.

7.1.3 Hard-Surface Flooring. No hard-surface flooring may be replaced or installed without the prior written approval of the Architectural Review Committee and/or Board as provided in this Article 7 and Section 4.11 of this Declaration.

7.2 Establishment of Architectural Review Committee ("ARC").

7.2.1 Members. The ARC, if any, shall be composed of at least three (3) Members in Good Standing appointed by the Board of Directors. The Chair of the ARC shall be a Director. The Board may also appoint one (1) alternate member who may be designated by the ARC to act as a member of the ARC in the absence or incapacity of any ARC member. ARC members shall serve one (1) year terms subject to the Board's power to remove any ARC member and to appoint his or her successor. Neither the members of the ARC nor its designated representatives shall be entitled to any compensation for service performed pursuant hereto.

7.2.2 Board May Serve as Architectural Review Committee. If at any time there shall not be a duly constituted Architectural Review Committee, the Board shall exercise the functions of the ARC in accordance with the terms of this Article 7.

7.2.3 Vacancies. In the event of a vacancy on the ARC, the Board shall have the full authority to appoint a new member.

7.2.4 Duties. It shall be the duty of the Architectural Review Committee, if any, to consider and act upon proposals or plans submitted to it pursuant to the terms of this Article 7; to propose for adoption Architectural Rules as set forth in Section 7.3, below; to perform other duties delegated to it by the Board; to carry out all other duties imposed upon it by this Declaration; and to act in accordance with *Civil Code* section 4765.

7.2.5 Meetings, Minutes, Reimbursement. The ARC, if any, shall meet as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the members of the ARC shall constitute an act by the ARC. The ARC shall keep and maintain a record of all actions/recommendations taken by or made by it at such meetings or otherwise. The ARC and its members shall be entitled only to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any ARC function.

7.3 Architectural Rules. Subject to the Board's approval and the requirements of *Civil Code* sections 4350 *et seq.*, the ARC, if any, may propose, for adoption by the Board, Architectural Rules which may interpret and implement the provisions hereof by providing for any or all of the following:

(a) The standards and procedures for ARC and/or Board review, including the required content of application and procedures for obtaining preliminary approval of plans.

(b) Guidelines for architectural design, placement of any work of improvement or color schemes, exterior finishes and materials, and similar features which are recommended or required for use in connection with particular improvement projects within the Development.

(c) The criteria and procedures for requesting variances from any property use restrictions or minimum construction standards that would otherwise apply to the proposed improvement under the Governing Documents. All variances shall be reviewed on a case by case basis with no precedent being established if a variance is granted in a particular instance and must be approved by a majority of the affirmative votes of the ARC and/or Board.

(d) Lists of repair projects and minor improvement projects that can receive final review and approval by the Architectural Review Committee, if any, without review/approval by the Board, so long as the project is undertaken in accordance with plans and specifications that are consistent with the Architectural Rules.

(e) Notwithstanding the foregoing, no Architectural Rules shall be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Rules and this Declaration, the provisions of the Declaration shall prevail.

7.4 Alteration Application. Any Owner proposing to perform any work of any kind whatsoever, which requires prior approval pursuant to this Article 7, shall be a Member in Good Standing and shall apply for approval by notifying the ARC, and/or Board, in writing, of the nature of the proposed work and furnishing such information and documentation as the ARC, if any, and Board may require.

7.5 Fees; Consultants. The ARC and/or Board may charge the applicant a reasonable fee or fees for its review of architectural applications, drawings, plans, and specifications which may include the cost of retaining outside consultants including but not limited to architects, engineers, soils experts, or contractors. The costs of any such outside consultants may be levied against an Owner and his or her Unit as a Reimbursement Assessment (or "Owner billable"). However, before a consultant is retained by the ARC and/or Board, the Owner will be informed in writing of the ARC and/or Board's intention to retain a consultant at the Owner's expense and the Owner will be given the opportunity to decide to pay the consultant's fee or decide not to pursue the improvement or modification. An Owner who withdraws his or her application shall do so without penalty, including fees.

7.6 Decisions on Architectural Applications. The Owner and, in the Board's discretion, other interested persons, may present information relevant to the requested approval. The decisions of the ARC and/or Board shall be made in good faith and shall not be unreasonable, arbitrary or capricious. The ARC and/or Board may employ subjective criteria and judgments in their review of and determination regarding plans and proposals submitted to them. The decisions of the ARC and/or Board shall be made from the perspective of the interest of the Development as a whole, including the coherence, value, attractiveness and aesthetic compatibility of all architectural designs and features in the Development, after consideration of all factors the Board determines to be relevant and after reasonable investigation consistent with the scope and circumstances of the proposal.

7.7 Grant of Approval. The Architectural Review Committee or, if there is no Committee, the Board shall grant the requested approval only if all the following conditions are met:

- (a) The applicant is a Member in Good Standing.
- (b) The Owner complied with the provisions of Section 7.4 above.
- (c) The ARC and/or Board find(s) that the plans and specifications conform to this Declaration and to the Architectural Rules in effect at the time such plans were submitted to the ARC and/or Board.
- (d) The ARC and/or Board determine(s) that the proposed improvements would be consistent with the standards and aesthetics of the Development and the purposes of this Declaration as to: quality of workmanship, design and materials; harmony of exterior design with the existing improvements; structures; and location with respect to topography and finished grade elevations.

7.8 Timing and Form of Approval. All approvals and rejections of requests for approval shall be in writing and shall be issued by the ARC and/or Board within sixty (60) days from the date of submission of a complete application to the ARC and/or Board. If the ARC and/or Board fails to act on a request for approval within sixty (60) days from the date of submission of a complete application, the Owner shall be entitled to request internal dispute resolution, as described in Section 9.12.2, below, and *Civil Code* sections 5900 *et seq.*; except that, in the case of an application for installation or use of a solar energy system subject to *Civil Code* section 714, any complete application that is not denied by the ARC and/or Board within forty-five (45) days from receipt of a complete application shall be deemed approved; and in the case of an application for installation or use of an electric vehicle charging station subject to *Civil Code* section 4745(e), any complete application that is not denied by the Board within sixty (60) days from receipt of a complete application shall be deemed approved. Owners are responsible for confirming receipt of an application by the ARC and/or Board. Oral approvals will be of no force and effect. If an application is rejected, the decision shall include an explanation of the decision of the ARC and/or Board and a notice describing the Owner's right to request reconsideration, if any.

7.9 Appeals; Reconsideration by the Board. If an application is denied by the ARC, the Owner-applicant is entitled to reconsideration of the decision by the Board at an open Board meeting. The Architectural Rules shall contain procedures to process appeals pursuant to this Article 7; however, denial decisions rendered by the Board may not be appealed. ARC decisions may also be modified or overturned by the Board on its own initiative.

7.10 Commencement. Within ninety (90) days of receipt of approval pursuant to Sections 7.7 and 7.8, above, the Owner shall satisfy all conditions thereof and diligently proceed with the commencement and completion of all work pursuant to said approval. If the Owner shall fail to comply with this Section, any approval previously given shall be deemed revoked unless the Board, upon written request of the Owner made prior to the expiration of said ninety (90) day period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted.

7.11 Completion. Unless shorter time is specified in the approval by the Mutual, the Owner shall complete the approved work within six (6) months after receipt of approval, except and for as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his agents. If an Owner fails to comply with this Section, the Board shall proceed in accordance with the provisions of Section 7.12, below, as though the failure to complete the improvements was a non-compliance with approved plans.

7.12 Inspection of Completed Work; Non-Compliance. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any installation, construction, reconstruction, alteration, or refinishing of the exterior of any improvements, or upon the completion of any other work for which approved plans are required under this Article 7, the Owner shall give written notice thereof to the ARC and/or Board.

(b) Within sixty (60) days thereafter, the ARC, and/or Board, or its duly authorized representative, may inspect such improvement to determine whether it was installed, constructed, reconstructed, altered, or refinished to substantial compliance with the approved plans. If the ARC, and/or Board finds that such installation, construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying the particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

(c) If the Owner shall have failed to remedy such non-compliance upon the expiration of thirty (30) days from the date of such notification, the ARC, and/or Board, or other duly authorized representative of the Board shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty (30) days nor less than fifteen (15) days after

notice of the non-compliance is given to the Board by the ARC, if any, or the Board's duly authorized representative. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Board to the Owner, to the ARC, if any, and, in the discretion of the Board, to any other interested party.

(d) At the hearing, the Owner, the ARC, if any, and, in the Board's discretion, any other interested persons, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Board shall determine whether there is non-compliance, and, if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's ruling. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance and all expenses incurred in connection therewith shall be assessed against the Owner as a Reimbursement Assessment.

(e) If, for any reason, the ARC and/or Board fails to notify the Owner of any non-compliance within sixty (60) days after receipt of a notice of completion from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

7.13 Non-Waiver. The approval by the ARC and/or Board of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the ARC and/or Board under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

7.14 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Mutual by any Owner, and upon payment to the Mutual of a reasonable fee (as fixed from time to time by the Board), the Board shall cause to be recorded an estoppel certificate, certifying (with respect to any Condominium of said Owner) that as of the date thereof, either: (i) all improvements made and other work completed by said Owner comply with this Declaration, or (ii) such improvements or work do not so comply, in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such non-compliance. Any Owner, or anyone deriving any interest in a Unit through him or her, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Mutual and all Owners and such persons deriving any interest through them.

7.15 Liability. Neither the ARC and/or the Board (or any member thereof) shall be liable to the Mutual or to any Owner for any damage, loss, or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (iii) the development of any property within the Development; or (iv) the execution and filing of an estoppel certificate pursuant to Section 7.14, whether or not the facts therein are correct; *provided, however*, that the ARC and/or Board (or any member thereof) has acted in good faith on the basis of such information as may be possessed by it (or such ARC, if any, and/or the Board member). Without in any way limiting the generality of the foregoing, the ARC, if any, and/or Board (or any member thereof) may, but is not required to, consult with or hear the views of the Mutual or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the ARC and/or the Board. Every purchaser, by acquiring title to a Condominium, agrees not to bring any action or suit against the ARC, if any, and/or Board (or any member thereof) seeking to recover any such damages.

7.16 Compliance with Governmental Requirements. The application to the Mutual and the review and approval of any proposals, plans, or other submittals shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which lies solely with the respective Owner, nor shall it constitute the assumption of any responsibility by or impose any liability on the ARC and/or Board (or any member thereof) as to the accuracy, efficacy, or sufficiency thereof. The obtaining of a permit or other approval of a government agency shall not be a substitute for nor constitute compliance with the requirements of this Article 7.

ARTICLE 8

ASSESSMENTS AND LIENS

8.1 Covenant of Owner. Each Owner of a Condominium within the Development, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Mutual: (i) Annual Assessment (also known as the "Regular Assessment" or "Monthly Coupon"); (ii) Special Assessments; and (iii) Reimbursement Assessments (also known as "Owner billables") levied by the Mutual as hereinafter provided, together with all Additional Charges.

8.1.1 Mutual's Power to Collect. Such deed or conveyance shall be deemed to vest in the Mutual the right and power to initiate all actions and procedures as the Board shall deem necessary or appropriate for the collection of

such Assessments and Additional Charges and for the enforcement of the liens hereinafter provided for.

8.1.2 Each Assessment is a Separate Obligation. Each Assessment levied by the Mutual under this Article 8, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and assigns.

8.1.3 Obligation Runs with the Land. Such obligation to pay Assessments and Additional Charges and the right and power of the Mutual to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of record of any Condominium within the Development shall, in turn, become liable to pay all such Assessments and Additional Charges assessed during the time he or she is record Owner of such Condominium.

8.1.4 Owner's Liability after Transfer. After an Owner transfers fee title to any Condominium he or she owns, he or she shall not be liable for any Assessments levied thereafter with respect to such Condominium. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. The seller of any Condominium shall continue to be liable for all Assessments and Additional Charges until a conveyance by deed of such Condominium is recorded in the Office of the County Recorder of Contra Costa County.

8.2 Creation of Lien. Each Assessment levied by the Mutual pursuant to this Declaration, together with all Additional Charges, shall be a charge upon the land and upon levy shall be secured by a continuing lien upon the property against which such Assessment is levied. The Mutual shall have a separate lien and a separate lien is hereby created upon each Condominium to secure the payment of any such Assessments and Additional Charges as may be levied under this Declaration.

8.2.1 Continuing Lien. The lien provided for herein shall continue to secure all Assessments and Additional Charges levied upon any Condominium notwithstanding the transfer of record title to such Condominium, and any such transfer shall be subject to the Mutual's lien, provided that, prior to such transfer, a Notice of Delinquent Assessment has been recorded as provided in the Declaration and by law.

8.3 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively to pay for the costs of management and operation of the Development and the Projects therein, to conduct the business and affairs of the

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Mutual, to promote the recreation, health, welfare, benefit, and interests of the Owners and Residents in the Development, and for the improvement and maintenance of the Common Area and, to the extent provided for in the Governing Documents or by law, of the Units situated within the Development.

8.4 Authority of the Board. The Board shall have the power and the duty to levy Annual, Special and Reimbursement Assessments sufficient to meet the Mutual's obligations under the Governing Documents and applicable law.

8.5 Annual Budget. The Annual Budget shall separately identify Project Costs so that those costs can be allocated as provided in this Article 8. "Project Costs" shall include all costs and reserves necessary and appropriate to enable each Project to fulfill its responsibilities for Maintenance, Repair, and Replacement of its Project Common Area improvements.

8.6 Assessments. Notwithstanding anything to the contrary provided herein, this Section 8.6 will govern the establishment of Project-specific budgets and bank accounts. Each Project shall account for its own operating and reserve monies on a Project basis. The Assessments collected by the Mutual on behalf of itself and the Projects shall be properly deposited into separate bank accounts. There shall be at least one separate bank operating account and one separate bank reserve account for each Project. Additionally, the Mutual may have a separate bank account to serve as a Mutual operating account. The Assessments collected shall be held in trust for and on behalf of each Project and Owner and shall be used for the purposes set forth in Section 8.3. Each Project shall allocate a portion of said funds as collected for the annual maintenance and operation of said Project and another portion of said funds as collected as reserves for contingencies, replacement, and deferred maintenance of the improvements of said Project, as specified in the annual budget. Upon sale or transfer of any Condominium by any Owner, the Owner's interest in the funds held in trust by the Mutual shall terminate and shall be deemed automatically transferred to the successor-transferee of such Owner.

8.7 Annual Assessment.

8.7.1 Calculation of Estimated Requirement. Not later than thirty (30) days nor more than ninety (90) days prior to the beginning of each fiscal year, the Board shall complete and distribute to all Owners an estimate of the net funds required by the Mutual and each Project for such fiscal year, to manage, administer, operate, and maintain the Projects; to conduct the affairs of the Mutual; and to perform all of the Mutual's duties in accordance with this Declaration, including a reasonable amount allocated to contingencies and to the Project reserve funds for restoration, repair, and/or replacement of those components for which each Project is responsible and which must be repaired or replaced on a

periodic basis and including the portion of the costs allocable to the Mutual for the Foundation as provided in Section 2.6. The amount of estimated required funds shall constitute the Annual Assessment.

8.7.2 Allocation of Annual Assessment. The Board shall allocate the Annual Assessment as follows:

(a) Project Costs, as defined in Section 8.5, shall be allocated entirely to and equally against all Condominiums located in the Projects for which those costs are incurred.

(b) All other costs in the Annual Budget shall be allocated equally against all Condominiums in the Development.

Unless the Board shall designate otherwise, the Annual Assessment shall be levied on an annual basis and shall be paid in twelve (12) equal monthly installments during the fiscal year, and each installment shall be due and payable on the first day of each month.

8.7.3 Surplus Funds. If, as of the end of any fiscal year, there is an excess of membership income over membership expenses as defined in *Internal Revenue Code* section 277 for the year ended, such excess shall be applied against the subsequent tax year's Assessments as provided in Internal Revenue Service Revenue Ruling 70-604, unless some other lawful disposition of such excess income is determined by the vote of the Members.

8.7.4 Increases in Annual Assessment. Pursuant to *Civil Code* section 5605(b), except as otherwise provided by law, the Board shall not increase the Annual Assessment for any fiscal year above the amount of the Annual Assessment for the preceding fiscal year by more than twenty percent (20%) (or such other limitation on the increase as may be imposed by law), except upon the affirmative vote of a majority of Members of said Project voting on any such increase in the Annual Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of said Project, notwithstanding any lower quorum requirement set forth in the Bylaws.

8.8 Special Assessments.

8.8.1 Purpose of Special Assessments. If at any time during any fiscal year the Annual Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof or the unexpected repair, replacement or reconstruction of improvements located in a Project, or if funds are otherwise required for any authorized activity of the Mutual or Project, the Project and/or

Board may levy a Special Assessment in the amount of such actual or estimated inadequacy or cost.

8.8.2 Allocation of Special Assessments. Special Assessments shall be allocated and assessed among the Condominiums in the same manner as the Annual Assessment (i.e., equally among the Units in a Project by dividing the total amount of the Special Assessment by the number of Units within the affected Project(s)). The Board, in its sole discretion, may allow Owners' portions of a Special Assessment to be paid in installments.

8.8.3 Approval of Special Assessments. Except in the case of an emergency situation as defined in *Civil Code* section 5610, in any fiscal year the Board may not levy Special Assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Project for that fiscal year, except upon the affirmative vote of a majority of the Members voting on any such Special Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of the affected Project, notwithstanding any lower quorum requirement set forth in the Bylaws.

8.9 Notice of Assessment Increases. Upon the imposition of a Special Assessment or an increase in the Annual Assessment, notice shall be provided to each Owner as required by law not less than thirty (30) days and not more than sixty (60) days prior to the due date of the Assessment.

8.10 Reimbursement Assessments. The Mutual shall levy a Reimbursement Assessment against any Owner and his or her Unit if a failure by such Owner, or any person or animal for which the Owner is responsible, to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Mutual or Project, specifically including attorneys' fees. A Reimbursement Assessment shall include any costs, including attorneys' fees incurred by the Mutual or Project and costs of collecting from an Owner any amount which the Owner is obligated to pay to the Mutual or Project. Imposition of a Reimbursement Assessment shall be effective only after a duly noticed hearing before the Board. A Reimbursement Assessment shall be due and payable to the Mutual or Project when levied and subject to the same enforcement procedures as Annual and Special Assessments, including lien and foreclosure.

8.11 Failure to Fix Assessments. The failure or omission by the Board to fix or levy any Annual Assessment provided for by the terms of this Declaration before the expiration of any fiscal year, shall not be deemed either a waiver or a modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay Assessments or any installment thereof for that or any subsequent year, but the amount of the Annual Assessment fixed for the

preceding fiscal year shall be the amount of the Annual Assessment for the ensuing fiscal year until a new Annual Assessment is levied.

8.12 No Offsets. All Assessments levied by the Board shall be payable in the full amount specified, including any Additional Charges imposed as provided by the terms of this Declaration, and no offsets against any such amounts shall be permitted for any reason whatsoever, including without limitation a claim that the Mutual has failed to properly exercise its duties of maintenance or enforcement.

8.13 Delinquent Assessments. Any installment or other portion of an Assessment not paid within fifteen (15) days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other Additional Charges. The Board, on behalf of the Mutual, may enforce the payment of any delinquent Assessment plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same, or by foreclosing the lien against the Owner's Condominium by judicial or non-judicial foreclosure, except as prohibited by law. Prior to recording a Notice of Delinquent Assessment, the Mutual shall provide notice to the Owner in accordance with *Civil Code* section 5660. No procedures shall be initiated to foreclose the lien securing any Assessment levied under this Article 8 except as in accordance with *Civil Code* section(s) 5705, 5710 and 5720. Except as prohibited by law, upon the recording of the Notice of Delinquent Assessment referred to above, the Mutual may, at its option, declare the entire balance of all sums then due or to become due from the Owner, immediately due and payable, which total sum may then be included in any suit, action, or other procedure initiated to collect said sums, including all Additional Charges. Notwithstanding any other provision of this Declaration, the Mutual must comply with the requirements of the *Civil Code* when collecting delinquent Assessments.

8.14 Power of Sale. Each Owner does hereby appoint the Mutual as trustee to enforce and to foreclose any lien which is established pursuant to the terms of this Declaration, by private power of sale as provided by law, and does further grant to the Board of Directors, on behalf of the Mutual, the authority and power to sell the Condominium of such Owner in the event of any default in payment of any Assessments or Additional Charges levied against such Condominium, for lawful money of the United States, to the highest bidder, to satisfy said lien. The Mutual, as trustee for the remaining Owners of the Project in which the foreclosed Condominium is located, may purchase the Condominium at said sale. The decision to record a lien and initiate foreclosure may only be made by the Board and may not be delegated.

8.15 Remedies Cumulative. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive; that

is, the Mutual may use one or more or all of the available remedies to collect delinquent Assessments.

8.16 Certificate of Satisfaction and Release of Lien. Upon payment in full of a delinquent Assessment, including any Additional Charges, or the satisfaction thereof, the Board shall cause to be recorded, in the same manner as the Notice of Delinquent Assessment, a further certificate stating the satisfaction thereof and the release of the lien.

8.17 Priority. Except as otherwise expressly provided by law, the lien securing each of the Assessments provided for under this Article 8 shall have priority as of the date of recording of the original Declaration applicable to the Development over all other liens and encumbrances applicable to the Condominiums; provided, however, that such Assessment lien shall be subordinate to the lien of any first Mortgage or first deed of trust recorded against the Condominium; and provided, further, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such Mortgage or deed of trust, or pursuant to a power of sale contained in any such Mortgage. Such foreclosure sale shall not relieve such property from liability for any Assessments and Additional Charges thereafter becoming due, nor from the lien of any subsequent Assessment.

8.18 Property Exempt from Assessments. The following property subject to this Declaration shall be exempt from the Assessments, Additional Charges, and liens created herein:

(a) All property dedicated to and accepted by Contra Costa County or other local public authority and devoted to public use;

(b) Any Condominium which is owned by the Mutual as a result of the Mutual having acquired such Condominium through foreclosure; *provided, however,* that such exemption shall be applicable only during the period in which the Mutual is record Owner of such Condominium; and

(c) All Common Area.

ARTICLE 9

ENFORCEMENT

9.1 Violations as Nuisance. Every act or omission constituting or resulting in a violation of any of the provisions of the Governing Documents shall be deemed to constitute a nuisance and, in addition to any other remedies which

may be available, such nuisance may be abated or enjoined by the Mutual; *provided, however*, that the Board shall not be obligated to take action to abate or enjoin a particular violation if, in the exercise of its discretion, the Board determines that acting to abate or enjoin such violation is not likely to foster or be in the best interests of the Mutual and its Members as a whole. Notwithstanding the preceding sentence and without limiting its generality, nothing in the Governing Documents shall be deemed to impose upon the Mutual, the Board, or the officers, employees, or agents of the Mutual a duty to intervene in any physical dispute or altercation or any criminal or alleged criminal activity other than to notify law enforcement officials; the Mutual, the Board, officers, employees or agents of the Mutual do not have police powers.

9.2 Violation of Law is a Violation of Declaration. Any violation of a federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupancy, or use of any property within the Development is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

9.3 Owners' Responsibility for Conduct of Others and Damages. Each Owner shall be responsible for informing members of his or her household and his or her tenants, Invitees, and Guests of the provisions of the Governing Documents, and shall be responsible for the conduct, activities, any Governing Document violation of any of them, and for any damage to the Development or the Mutual resulting from the negligent or intentional conduct of any of them or any household pets. If a Condominium is owned jointly by two (2) or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

9.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the Governing Documents through non-use of any Common Area facilities or by abandonment of his or her Unit.

9.5 Rights and Remedies of the Mutual.

9.5.1 Rights and Remedies are Cumulative. The Mutual, its Directors, officers, or agents, and any Owner shall have the right to enforce any and all provisions of the Governing Documents by any proceeding at law or in equity, or through the use of such other remedies as are available and deemed appropriate by the Board. Each remedy provided is cumulative and not exclusive.

9.5.2 Imposition of Sanctions. In the event of a breach or infraction of any provision of the Governing Documents by an Owner, members of an Owner's household, or his or her tenants, Guests, or Invitees, the Board shall have the power to impose a sanction against the Owner who is responsible as

provided in Section 9.3 for such breach or infraction. A sanction may include but shall not be limited to a monetary penalty and/or the suspension of an Owner's rights as a Member of the Mutual, including an Owner's voting rights or an Owner's right to use the recreational or community facilities on the Common Area. Imposition of a sanction shall be effective only after notice and an opportunity for hearing. Any monetary penalty imposed pursuant to this Section shall not exceed the amount for each violation, as set forth in the schedule of monetary penalties adopted pursuant to *Civil Code* section 5850(a). Each Owner shall be obligated to pay costs incurred by the Mutual relating to violation of any provisions of the Governing Documents by such members of Owner's household, tenants, Guests, Invitees, pets, or other invitees. Sanctions may be enforced by the Mutual in any manner permitted by law.

9.5.3 Continuing Violations. In the case of a continuing violation, such as an uncorrected architectural violation, where an Owner, member of an Owner's household, or his or her tenants or Guests fails to cease or remedy a violation after notice from the Board to do so, the Board may deem such a continuing violation and may impose separate and successive sanctions for each such violation without holding further hearings for each sanction.

9.6 Inadequacy of Legal Remedy. Except for the non-payment of any Assessment, a remedy at law to recover damages for the breach or violation of the Governing Documents is inadequate and the failure of any Owner or a member of the household of any Owner or an Owner's tenants, Guests, or household pets or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Mutual or by any Owner, or by their respective successors in interest.

9.7 Limitation on Disciplinary Rights. The Mutual shall not have the power to cause a forfeiture or abridgment of a Member's right to the full use and occupancy of his or her Unit as the result of the failure by such Owner, members of such Owner's household, or his or her tenants, Guests, Invitees or household pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgment is the result of the judgment of a court of competent jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or sale under private power of sale for failure of such Owner to pay Assessments. The provisions of this Section shall not affect the Mutual's right to impose fines or monetary penalties or to suspend an Owner's membership rights, as provided in the Governing Documents.

9.8 Disciplinary Rules. The Board may adopt Rules that further elaborate upon and refine procedures for conducting disciplinary proceedings and otherwise imposing sanctions upon Members of the Mutual for violation of

provisions of the Governing Documents. Such Rules, when approved and adopted by the Board subject to *Civil Code* sections 4340 *et seq.*, shall be deemed to be a part of the Mutual Rules provided for, in and constituting a part of the Governing Documents.

9.9 Investigation of Complaints. Upon receipt of a written complaint from an Owner or Resident, the Board shall conduct an investigation of the allegations in the complaint and shall make relevant findings upon which the Board shall base a decision to pursue or not pursue the matter.

9.10 Emergency Situations. The following shall constitute emergency situations: (i) an immediate and unreasonable infringement of or threat to the safety or peaceful enjoyment of Residents of the Development; (ii) a traffic or fire hazard; (iii) a threat of material damage to or destruction of the Development or any portion thereof; and (iv) a violation of any provision of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether the violation has occurred (such as parking violations). Notwithstanding any other provision of the Governing Documents, under circumstances involving conduct that constitutes an emergency, the Board or its duly authorized agents may undertake immediate corrective or disciplinary action and, upon request of the Owner as to whom such corrective or disciplinary action has been taken, or on its own initiative, conduct a hearing as soon thereafter as reasonably possible. If the Mutual acts on its own initiative to schedule a hearing, notice of the date, time and location of the hearing shall accompany the notice of the disciplinary action which is transmitted to the Owner. If the Board has not scheduled a hearing and the Owner desires a hearing, the Owner's written request for a hearing shall be delivered to the Mutual no later than five (5) days following the date when the notice of the Board's disciplinary action is transmitted to the Owner. The hearing shall be held not later than fifteen (15) days following the date of the Board's notice of the disciplinary action or fifteen (15) days following the receipt of the Owner's request for a hearing, whichever is later. If a hearing is scheduled or requested, any sanctions imposed or other disciplinary action taken by the Board shall be held in abeyance and shall become effective only if affirmed at the hearing.

9.11 Notices. Any notices required or given under this Article 9 shall, at a minimum, set forth the date, time, and location of any hearing, a brief description of the act or omission constituting the alleged violation of the Governing Documents, a reference to the specific Governing Document provision or provisions alleged to have been violated, and the sanction, disciplinary action, or other enforcement action being contemplated by the Board. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice to the affected Member; *provided, however*, that if notice is given by mail, it

shall be sent by first-class mail, postage prepaid, sent to the most recent address for the affected Member as shown on the records of the Mutual.

9.12 Dispute Resolution.

9.12.1 Alternative Dispute Resolution. Any dispute other than those listed in *Civil Code* section 5930(b) or those related to the power and duty of the Board of Directors to levy and collect Assessments through lien and foreclosure proceedings shall be submitted to alternative dispute resolution procedures ("ADR") as described in *Civil Code* sections 5925 *et seq.* In the case of any claim, dispute, or controversy which is not otherwise subject to *Civil Code* sections 5925 *et seq.*, involving a sum of money not in excess of the jurisdiction of the Small Claims Court, any party to the dispute shall have the right to file a claim in Small Claims Court and have the matter determined therein in lieu of ADR.

9.12.2 Internal Dispute Resolution. In addition to the ADR provisions of *Civil Code* sections 5925 *et seq.*, the Mutual shall provide for Internal Dispute Resolution in any dispute regarding the rights, duties or liabilities under *Civil Code* sections 4000 *et seq.*, the Nonprofit Mutual Benefit Corporation Law, or the Governing Documents. The procedure may be invoked by any party pursuant to *Civil Code* sections 5900 *et seq.*

9.13 Non-Waiver. Failure to enforce any provision of the Governing Documents at any time shall not be deemed a waiver of the right to do so thereafter with respect to the same or any other violation of any provision of the Governing Documents.

9.14 Costs and Attorneys' Fees. In any action to enforce the Governing Documents, whether or not legal or judicial proceedings are initiated, the prevailing party shall, to the fullest extent permitted by law, be entitled to recover the full amount of all costs including attorneys' fees incurred in responding to and/or enforcing any Governing Document provision. In the event of a court awarding attorneys' fees, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith. The remedies of the Mutual to recover the amount of such costs and attorneys' fees shall include, but shall not necessarily be limited to, the imposition of a Reimbursement Assessment as provided in Section 8.10 of this Declaration.

ARTICLE 10

INSURANCE

10.1 Liability and Fidelity Insurance. The Mutual shall obtain and maintain the following liability policies.

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MASTER CC&RS
THIRD WALNUT CREEK MUTUAL

10.1.1 Commercial General Liability Policy. A Commercial General Liability policy insuring the Mutual, any manager, the Mutual's directors and officers, and the Members against liability arising from any bodily injury or property damage as a result of an accident or occurrence within the Common Area. Subject to the terms and conditions of the policy, the policy also shall cover bodily injury or property damage from an accident or occurrence within any Unit related to any maintenance or repair work required to be performed by the Mutual pursuant to the Bylaws and/or Rules, including, but not limited to work performed in the Common Area. The policy shall include, if obtainable, cross liability or severability of interest coverage. The limits of such insurance (including the commercial general liability and any excess liability coverage) shall not be less than the general liability insurance requirements set forth in *Civil Code* section 5805 covering all claims for bodily injury and property damage arising out of a single occurrence. The coverage may be a combination of primary and excess policies. The insurance shall be provided with coverage terms provided by Insurance Services Offices (ISO) form CG 0001 or equivalent or better coverage. Such insurance shall include coverage against liability for owned, non-owned and hired automobiles and other liability or risk customarily covered with respect to projects similar in construction, location and use. The policy shall be primary and noncontributing with any other liability policy covering the same liability.

10.1.2 Directors and Officers Liability Policy. A Directors and Officers Liability policy containing such terms and conditions as are normally and customarily carried for directors and officers of a common interest development and in sufficient amounts to satisfy the insurance requirements of *Civil Code* section 5800.

10.1.3 Crime Insurance. A blanket Commercial Crime Insurance Policy covering the Mutual, any organization or person who either handles or administers or is responsible for Mutual funds, whether or not any person receives compensation for services. The policy amounts shall satisfy the Federal National Mortgage Association ("FNMA") and Federal Housing Administration ("FHA") requirements and in no event shall be less than the sum of three (3) months of Annual and Special assessments on all Memberships subject to Assessments.

10.2 Mutual Property Insurance. The Mutual shall obtain and maintain a master property insurance policy that satisfies each of the following conditions:

10.2.1 Property Covered. The Mutual's policy shall cover the following real and personal property:

(a) Common Area. All Common Area improvements, including buildings and any additions or extensions thereto; all fixtures, machinery and equipment permanently affixed to the building; windows; fences; monuments;

lighting fixtures situated outside the Units; exterior signs; and personal property owned or maintained by the Mutual; but excluding land; excavations; and other items typically excluded from property insurance coverage.

(b) Units. Permanently affixed improvements situated within the Unit, including interior walls and doors; ceiling, floor and wall surface materials (e.g., paint, wallpaper, carpets and hardwood floors); utility fixtures (including gas, electrical and plumbing); cabinets; built-in appliances; heating and air-conditioning systems; water heaters and any replacements thereto; but excluding any personal property located in the Unit. If the Member renovates, upgrades or replaces any permanently affixed improvement within the Unit or adds new improvements to the Unit (collectively, the "Alterations") and the replacement cost of the Alterations exceeds the cost of the improvements prior to the Alterations, the Member shall be responsible for procuring and maintaining insurance to cover the excess unless the Member has obtained written approval from the Mutual to make the Alterations and, to the extent required, approval from governmental authorities.

(c) Landscaping. Lawn, trees, shrubs and plants located in the Common Area.

10.2.2 Covered Cause of Loss. The Mutual's policy shall provide coverage against losses caused by fire and risks of direct physical loss, as insured under the ISO "Causes of Loss - Special Form (CP 1030)" or its equivalent or better coverage. Such policy shall include coverage for loss resulting from the enforcement of any ordinance or law regulating the construction, use or repair of any property, or requiring the tearing down of any property, if caused by a peril insured by such policy. Equipment Breakdown Insurance shall also be maintained covering boilers and related equipment, heating, air-conditioning, electrical and mechanical equipment that is used in the generation, transmission or utilization of energy.

10.2.3 Dollar Limit. The dollar limit of the Mutual's policy shall not be less than the full insurable replacement value of the covered property described in Section 10.2.1, based on insurance industry standards for determination of replacement values, provided that there may be lower dollar limits for specified items as is customarily provided in property insurance policies.

10.2.4 Primary. The Mutual's policy shall be primary and noncontributing with any other insurance policy covering the same loss provided, however, that where a Member's individual insurance policy (discussed in Section 10.6) provides overlapping coverage, the Member's individual insurance policy shall be the primary coverage and the Mutual's policy shall be excess/supplemental/secondary coverage as the case may be.

10.2.5 Endorsements. The Mutual's policy may contain such endorsements as the Board may select after consultation with a qualified insurance consultant.

10.2.6 Waiver of Subrogation. The Mutual waives all subrogation rights against any Member or occupant and their family members and invitees. The policy shall include an acknowledgment of the Mutual's right to waive all subrogation rights against the Member.

10.2.7 Deductible. Except as otherwise provided by separate agreement, when a claim is made on the Mutual's property insurance policy, the Member is responsible for payment of the deductible on the Mutual's policy in circumstances: (i) where damage to Common Area and/or Unit improvements is caused by the fault of the Member, contract purchasers, subtenants, Residents of the Unit, and agents, invitees, family members, Guests and pets of any of the foregoing; or (ii) where damage to common area and/or Unit improvements is caused by the failure of some portion of the Unit or Common Area which the Member is responsible for maintaining. In cases where fault cannot be determined, the Mutual shall pay the deductible.

The Mutual may enter into a deductible sharing agreement with other Rossmoor mutuals. In this event, to the extent there is any conflict between the payment of deductibles as set forth in this Section 10.2.7 and the agreement, the agreement shall control.

10.3 FNMA, FHLMC and FHA Requirements. To the extent applicable to the Mutual and notwithstanding anything herein to the contrary, the Mutual shall maintain such policies containing such terms, amount of coverage, endorsements, deductible amounts, named insureds, loss payees, standard mortgage clauses, notice of changes or cancellation, and an appropriate insurance company rating that shall satisfy the minimum requirements imposed by the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal Housing Administration ("FHA") or any successor thereto. If the FNMA, FHLMC or FHA requirements conflict, the more stringent requirements shall be met.

10.4 Insurance Rating and Cancellation. The insurance company providing the Mutual's insurance under Sections 10.1 and 10.2, shall have an A.M. Best rating of not less than A:VII if licensed to do business in the State of California and a rating of not less than A:X if approved but not licensed to do business in the State of California, provided that if the Board determines that insurance from insurance companies with the required ratings is not available at commercially reasonable rates, the Board may reduce the rating requirements after consultation with a qualified insurance consultant. If the A.M. Best ratings are no longer

available, the insurance ratings shall be based on equivalent ratings issued by an independent insurance rating company used by financial institutions for insurance rating purposes.

10.5 Board's Insurance Authority. The Board has the authority on behalf of the Mutual and each of its Members to participate with the Foundation (or any successor or assign thereto) and other Rossmoor mutuels in a group policy or policies procured and maintained by the Foundation as long as the group policy or policies provide equivalent or better coverage than the applicable requirements described in Sections 10.1 and 10.2, subject to the Board's right to deviate from the requirement as described herein. The Board shall have the power and right to deviate from the insurance requirements contained in this Article 10 in any manner that the Board, in its discretion, considers to be in the best interests of the Mutual, provided that the Board shall maintain the minimum insurance requirements set forth in *Civil Code* sections 5800 and 5805 and as required in Section 10.3. If the Board elects to materially reduce the coverage from the coverage required in this Article 10, the Board shall, as soon as reasonably practicable, notify the Members of the reduction in coverage in the manner prescribed by law.

The Board is authorized to negotiate and agree on the value and extent of any loss under any policy carried by the Mutual, including, but not limited to, the right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

Each Member irrevocably appoints the Mutual, as that Member's attorney-in-fact for purposes of procuring, negotiating, accepting, compromising, releasing, settling, distributing and taking other related actions in connection with any insurance policy maintained by the Mutual and any losses or claims related thereto and agrees to be bound by the actions so taken as if the Member had personally taken the action.

10.6 Members' Individual Insurance Requirements. Each Member shall procure and maintain property insurance against losses to personal property located within the Member's Unit and personal liability coverage. The Mutual's insurance policies will not provide coverage for: (i) losses to the Member's personal property; (ii) losses to any Alterations to the extent not covered under Section 10.2.1(b); (iii) liability from accidents or occurrences within the Member's Unit or portions of the Common Area set aside for the exclusive use or possession of the residents of the Unit (that is, Exclusive Use Common Area); or (iv) liability from accidents or occurrences within Rossmoor for which the Member may be held responsible and which may not be covered under the Mutual's Commercial General Liability policy. Each Member should seek the advice of a qualified insurance consultant regarding the Member's property and liability insurance

obligations under this Section 10.6 and other applicable coverage available to Members.

Nothing herein imposes any duty on the Mutual, its directors, officers or agents (including the Mutual's managing agent) to confirm or otherwise verify that the Members are carrying the insurance required in this Section 10.6.

No Member shall separately insure any property covered by the Mutual's property insurance policy described in Section 10.2 unless the Member's individual insurance policy permits the application of any overlapping coverage under Member's policy as primary without a reduction in benefits from the coverage under the Mutual's policy. If any Member violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Mutual, the Member will be liable to the Mutual to the extent of the diminution. The Mutual may, subject to the Mutual's compliance with the notice and hearing requirements set forth in the Bylaws, levy a Reimbursement Assessment, as provided in Section 8.10, against the Member and said Member's Membership to collect the amount of the diminution.

10.7 Insurance by Tenant. Each Owner who rents or leases out his or her Unit shall (i) require the tenant to obtain and maintain a "renter's policy" (also known as an "HO-4" policy and (ii) provide to the Board a certificate from the tenant's insurer certifying that the required insurance under this Section 10.7 has been procured and is in full force and effect; *provided, however*, that neither the Mutual nor the Board shall be responsible for procuring insurance on a tenant's behalf or verifying that tenants are maintaining the required insurance to cover such tenant's property and provide liability coverage.

ARTICLE 11

DAMAGE OR DESTRUCTION OF BUILDINGS; CONDEMNATION

11.1 Damage to Single Unit. If the Development is damaged by fire or other casualty and damage is limited to a single Unit, any available insurance proceeds from the Mutual's master policy shall be paid to the Mutual in trust for the Owner or Owners of such Unit to rebuild or repair such Unit. Any such repair or rebuilding shall be subject to the provisions of Article 7. In the event the insurance proceeds are insufficient to complete such work, the Unit Owner shall pay and advance such additional sums as may be necessary to complete such rebuilding and repair.

11.2 Damage to Two or More Units or Common Area. If such damage extends to two (2) or more Units or extends to any part of the Common Area, then and in that event:

11.2.1 Proceeds Equal or Exceed 85% of Reconstruction Costs. If the amount of available insurance proceeds is equal to at least eighty-five percent (85%) of the cost of repairing or rebuilding the damaged property to its condition immediately prior to such damage or destruction, the insurance proceeds shall be paid to the Mutual on behalf of the affected Project(s), and the Board shall thereupon contract to repair or rebuild the damaged portions of the Development covered under the Mutual's master policy, including the Common Area so damaged unless, within ninety (90) days from the date of destruction seventy-five percent (75%) of the Total Voting Power of the affected Project(s) determine that repair and reconstruction shall not take place.

11.2.2 Proceeds Less than 85% of Reconstruction Costs. In the event that the amount available from such insurance proceeds is less than eighty-five percent (85%) of the cost of repairing or rebuilding the damaged property to its condition immediately prior to such damage or destruction, repair and rebuilding may nevertheless take place if, within ninety (90) days from the date of destruction, a majority of the Total Voting Power of the affected Project(s) determines that repair and reconstruction shall take place. If the affected Project Members approve repair and reconstruction, the Board shall execute, acknowledge and record in the office of the County Recorder not later than one hundred twenty (120) days from the date of destruction a certificate declaring the intention of the Project Members to rebuild. Alternatively, the affected Project Members by vote of a majority of the Total Voting Power of the affected Project may elect to sell the Project.

11.2.3 Rebuilding Contract. If a determination is made to rebuild, the Board shall obtain bids from at least three (3) reputable contractors to restore all damaged Units and Common Area in the Development to their condition immediately prior to such damage or destruction. The Board shall have the authority to enter into a written contract with the contractor for the repair and reconstruction. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date. The contractor shall provide a completion bond naming the Mutual, affected Project(s), and each Owner in the affected Project(s) as beneficiaries.

11.2.4 Costs to Rebuild/Special Assessment. The insurance proceeds shall be disbursed to the chosen contractor according to the terms of the contract. The Project shall levy a Special Assessment to make up the deficiency, if any, between the total insurance proceeds and the contract price for repair and rebuilding. Member approval of said Special Assessment shall be required unless the Special Assessment is deemed an "emergency situation" pursuant to *Civil Code* section 5610. The Special Assessment shall be allocated equally among all Members.

11.3 Sale of Entire Project or Development. In the event of the sale of all Units and the Common Area, proceeds from such sale and insurance proceeds received by the Mutual on account of the destruction of the Common Area shall be distributed by the Mutual among the Owners and their respective Mortgagees according to the respective fair market values of the Units at the time of the destruction, as determined by an independent appraisal. The members of the Board are hereby authorized to execute and deliver, on behalf of all of the Owners, any instruments necessary or required to affect such a sale or sales and each Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary to affect such sale or sales.

11.4 Condemnation of Common Area. If at any time all or any portion of any Common Area, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the entire compensation or award in condemnation, to the extent such award is not apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners in the Development, shall be paid to the Mutual and shall be used in the manner determined by the Board, provided that such use shall not be inconsistent with the purposes of the Mutual. The Mutual shall represent the interests of all Owners in any proceedings relating to such condemnation to the extent such Owners have any interest in the Common Area.

ARTICLE 12

AMENDMENT

This Declaration may be amended by the affirmative vote of Members representing at least a majority of the Total Voting Power of the Mutual. Any amendment of the Declaration shall be signed and acknowledged by the duly authorized officer(s) of the Mutual and recorded in the Office of the Contra Costa County Recorder.

ARTICLE 13

GENERAL PROVISIONS

13.1 Headings. The headings used in this Declaration are for convenience only and are not to be used in interpreting the meaning of any of the provisions of this Declaration or otherwise.

13.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or

unenforceability of any provision hereof shall not invalidate any other provisions hereof.

13.3 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of fostering a plan of community ownership and occupancy and of management of the Development for the benefit of the community.

13.4 Conflict Between Governing Documents. In the case of any conflict between the Articles of Incorporation, Bylaws and/or Rules and this Declaration, this Declaration shall control.

13.5 Amendment to Referenced Statutes. References in this Declaration to particular statutes, including sections of the *Civil Code*, shall be deemed to include any successor statute and any amendments to existing or successor statutes.

13.6 Number: Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires.

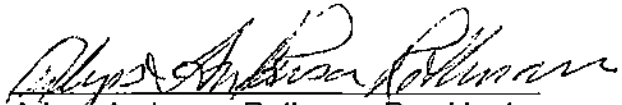
13.7 Easements Reserved and Granted. Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a deed to any Condominium.

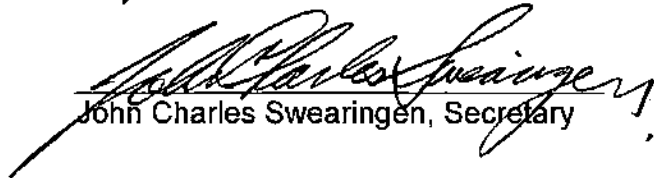
13.8 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges, and equitable servitudes contained in this Declaration shall run with and shall benefit and burden all of the real property subject to this Declaration, including without limitation the Units and Common Area, and shall inure to the benefit of and be binding upon the Owners, the Mutual, its Board of Directors and officers, and their respective agents and successors in interest, for a term of thirty (30) years from the date of recordation of this Declaration. Thereafter the term shall be automatically extended for successive periods of ten (10) years each, unless within the six (6) months prior to the expiration of the initial thirty (30) year term or any ten (10) year extension period, a written instrument approved by Owners entitled to vote and holding at least a majority of the Total Voting Power of the Mutual, terminating the effectiveness of this Declaration shall be recorded in the Office of the County Recorder of Contra Costa County, California.

IN WITNESS WHEREOF, we, the Members of THIRD WALNUT CREEK MUTUAL, constituting the requisite number of the Members of each Project, hereby affirm, approve, and adopt the foregoing Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual, by means of the signatures of the President and Secretary of the Mutual, duly authorized by the affirmative vote of the requisite number of the Members of each Project; therefore, the Master Declaration of Covenants, Conditions and Restrictions shall be recorded with the County Recorder of Contra Costa County, California.

DATED: 10/4/2020

THIRD WALNUT CREEK MUTUAL


Arlyss Anderson Rothman, President


John Charles Swearingen, Secretary

ACKNOWLEDGMENT

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

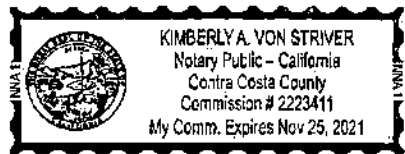
STATE OF CALIFORNIA
COUNTY OF Contra Costa

On 10-7-20, before me, Kimberly A. Von Striver, Notary Public, Notary Public, personally appeared, Arylss Anderson Rothman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Ky A. Von Striver* (Seal)



ACKNOWLEDGMENT

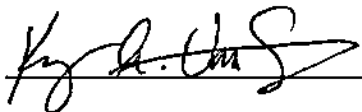
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On 10-7-20, before me, Kimberly A. Von Striver, Notary Public, Notary Public, personally appeared, John Charles Swearingen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)

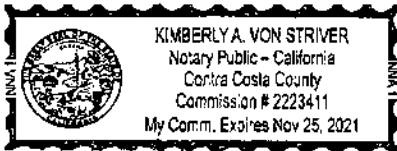


EXHIBIT A

LIST OF DOCUMENTS SUPERSEDED BY THIS DECLARATION

("PROJECT DECLARATIONS")

DISTRICT III (Projects 49, 54)

Project 49

[Project Forty-Nine Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on May 22, 1979 as Instrument No. 79-69182 in Book 9364, Page 276 in the official records of Contra Costa County, California

First Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Forty-Nine (Previously Known as Walnut Creek Mutual No. Forty-Nine) recorded on August 13, 2001 as Document No. 2001-0238459 in the official records of Contra Costa County, California

Project 54

[Project Fifty-Four Phase I Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on February 9, 1983 as Document No. 83-16870 in Book 11119, Page 85 in the official records of Contra Costa County, California

[Project Fifty-Four Phase II Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on July 6, 1983 as Document No. 83-86876 in Book 11327, Page 086 in the official records of Contra Costa County, California

Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Fifty-Four (Previously Known as Walnut Creek Mutual No. Fifty-Four) recorded on August 13, 2001 as Document No. 2001-0238464 in the official records of Contra Costa County, California

DISTRICT IV (Projects 26, 35)

Project 26

[Project Twenty-Six Third Walnut Creek Mutual] Declaration Establishing Covenants, Conditions and Restrictions recorded on January 27, 1971 in Book 6304, Page 346 in the official records of Contra Costa County, California

First Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek - Project No. Twenty-Six (Previously Known as Walnut Creek Mutual No. Twenty-Six) recorded on August 13, 2001 as Document No. 2001-0238440 in the official records of Contra Costa County, California

Project 35

[Project Thirty-Five Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on March 22, 1973 in Book 6896, Page 188 in the official records of Contra Costa County, California

[Project Thirty-Five Third Walnut Creek Mutual] Amendment to the Declaration of Covenants, Conditions and Restrictions recorded on May 24, 1973 as Instrument No. 49958 in Book 6953, Page 60 in the official records of Contra Costa County, California

Third [stet] Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Five (Previously Known as Walnut Creek Mutual No. Thirty-Five) recorded on August 13, 2001 as Document No. 2001-0238446 in the official records of Contra Costa County, California

DISTRICT V (Projects 33, 53)

Project 33

[Project Thirty-Three Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on May 24, 1973 as Instrument No. 50235 in Book 6953, Page 562 in the official records of Contra Costa County, California

[Project Thirty-Three Third Walnut Creek Mutual] Amendment of Declaration of Covenants, Conditions and Restrictions recorded on November 12, 1973 as Instrument No. 107738 in Book 7089, Page 127 in the official records of Contra Costa County, California

Third [stet] Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Three (Previously Known as Walnut Creek Mutual No. Thirty-Three) recorded on August 13, 2001 as Document No. 2001-0238444 in the official records of Contra Costa County, California

Project 53

[Project Fifty-Three Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on January 22, 1987 as Document No. 87-15101 in the official records of Contra Costa County, California

[Project 53-B Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on January 22, 1987 as Document No. 87-15102 in the official records of Contra Costa County, California

DISTRICT VII (Project 51)

Project 51

[Project Fifty-One Phase I Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on November 15, 1984 as Document No. 84-

16814 in Book 12065, Page 286 in the official records of Contra Costa County, California

[Project Fifty-One Phase II Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on August 16, 1985 as Document No. 85-109535 in the official records of Contra Costa County, California

First Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Fifty-One (Previously Known as Walnut Creek Mutual No. Fifty-One) recorded on August 13, 2001 as Document No. 2001-0238461 in the official records of Contra Costa County, California

DISTRICT VIII (Projects 50, 55)

Project 50

[Project Fifty Phase I Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions Project 50-A recorded on September 17, 1987 as Document No. 87-196204 in Book 13902, Page 477 in the official records of Contra Costa County, California

[Project Fifty Phase II Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions Project 50-B recorded on September 17, 1987 as Document No. 87-196206 in Book 13902, Page 521 in the official records of Contra Costa County, California

[Project Fifty Phase III Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions Project 50-C recorded on September 17, 1987 as Document No. 87-196207 in Book 13902, Page 551 in the official records of Contra Costa County, California

Amendment of Exhibit C of Declaration of Covenants, Conditions and Restrictions Project 50-A recorded on November 4, 1987 as Doc. No. 87-234345 in Book 13997, Page 055 in the official records of Contra Costa County, California

Amendment of Exhibit C of Declaration of Covenants, Conditions and Restrictions Project 50-B recorded on November 4, 1987 as Document No. 87-234346 in the official records of Contra Costa County, California

Amendment of Exhibit C of Declaration of Covenants, Conditions and Restrictions Project 50-C recorded on November 4, 1987 as Document No. 87-234347 in Book 13997, Page 073 in the official records of Contra Costa County, California

Amendment Number Two to the Declaration of Covenants, Conditions and Restrictions for Project 50-C recorded on November 17, 1987 as Document No. 87-243253 in Book 14022, Page 048 in the official records of Contra Costa County, California

Amendment Number Two to the Declaration of Covenants, Conditions and Restrictions for Project 50-A recorded on November 17, 1987 as Document No. 87-243254 in the official records of Contra Costa County, California

Amendment Number Three to the Declaration of Covenants, Conditions and Restrictions for Project 50-C recorded on September 27, 1988 as Document No. 88-176175 in the official records of Contra Costa County, California

Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Fifty (Previously Known as Walnut Creek Mutual No. Fifty) recorded on August 13, 2001 as Document No. 2001-0238460 in the official records of Contra Costa County, California

Project 55

[Project Fifty-Five Phase I Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions Project 55-A recorded on April 6, 1989 as Document No. 89-61875 in Book 14985, Page 566 in the official records of Contra Costa County, California

[Project Fifty-Five Phase II Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on August 16, 1989 as Document No. 89-156748 in Book 15269, Page 406 in the official records of Contra Costa County, California

Second [stet] Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Fifty-Five (Previously Known as Walnut Creek Mutual No. Fifty-Five) recorded August 13, 2001, Doc. No. 2001-0238465 in the official records of Contra Costa County, California

DISTRICT IX (Project 45)

Project 45

[Project Forty-Five Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded October 13, 1976 as Instrument No. 118597 in Book 8052, Page 001 in the official records of Contra Costa County, California

First Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Forty-Five (Previously Known as Walnut Creek Mutual No. Forty-Five) recorded on August 13, 2001 as Doc. No. 2001-0238456 in the official records of Contra Costa County, California

DISTRICT X (Project 42, 44)

Project 42

[Project Forty-Two Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on January 26, 1976 as Instrument No. 7874 in Book 7746, Page 115 in the official records of Contra Costa County, California

Second [stet] Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Forty-Two (Previously Known as Walnut Creek Mutual No. Forty-Two) recorded on August 13, 2001 as Document No. 2001-0238453 in the official records of Contra Costa County, California

Project 44

[Project Forty-Four Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on April 21, 1976 in Book 7832, Page 755 in the official records of Contra Costa County, California

First Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Forty-Four (Previously Known as Walnut Creek Mutual No. Forty-Four) recorded on August 13, 2001 as Document No. 2001-0238455 in the official records of Contra Costa County, California

DISTRICT XI (Projects 40, 41)

Project 40

[Project Forty Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on September 19, 1974 as Instrument No. 83624 in Book 7326, Page 238 in the official records of Contra Costa County, California

[Project Forty Third Walnut Creek Mutual] Amendment of Declaration of Covenants, Conditions and Restrictions recorded on January 14, 1975 in Book 7409, Page 211 in the official records of Contra Costa County, California

[Project Forty Third Walnut Creek Mutual] Second Amendment of Declaration of Covenants, Conditions and Restrictions and Condominium Plan recorded May 7, 1975 as Instrument No. 37705 in Book 7499, Page 218 in the official records of Contra Costa County, California

Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Forty (Previously Known as Walnut Creek Mutual No. Forty), recorded on August 13, 2001 as Doc. No. 2001-0238451 in the official records of Contra Costa County, California

Project 41

[Project Forty-One Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions, recorded on August 21, 1975 in Book 7598, Page 288 in the official records of Contra Costa County, California

Third [stet] Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Forty-One (Previously Known as Walnut Creek Mutual No. Forty-One), recorded on August 13, 2001 as Document No. 2001-0238452 in the official records of Contra Costa County, California

DISTRICT XIII (Projects 34, 38, 64)

Project 34

[Project Thirty-Four Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on February 25, 1975 in Book 7439, Page 441 in the official records of Contra Costa County, California

First Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Four (Previously Known as Walnut Creek Mutual No. Thirty-Four) recorded on August 13, 2001 as Document No. 2001-0238445 in the official records of Contra Costa County, California

Project 38

[Project Thirty-Eight Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on January 25, 1974 as Instrument No. 5877 in Book 7142, Page 135 in the official records of Contra Costa County, California

[Project Thirty-Eight Third Walnut Creek Mutual] Amendment of Declaration of Covenants, Conditions and Restrictions recorded on March 20, 1974 as Instrument No. 21722 in Book 7181, Page 77 in the official records of Contra Costa County, California

Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Eight (Previously Known as Walnut Creek Mutual No. Thirty-Eight) recorded on August 13, 2001 as Document No. 2001-0238449 in the official records of Contra Costa County, California

Project 64

[Project Sixty-Four Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on July 5, 1990 as Document No. 90-137189 in Book 15967, Page 077 in the official records of Contra Costa County, California

First Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Sixty-Four (Previously Known as Walnut Creek Mutual No. Sixty-Four) recorded on August 13, 2001 as Document No. 2001-0238466 in the official records of Contra Costa County, California

DISTRICT XIV (Projects 36, 37)

Project 36

[Project Thirty-Six Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on July 19, 1973 as Instrument No. 69991 in Book 6999, Page 581 in the official records of Contra Costa County, California

Second [stet] Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Six (Previously Known as Walnut Creek Mutual No. Thirty-Six) recorded on August 13, 2001 as

Document No. 2001-0238447 in the official records of Contra Costa County, California

Project 37

[Project Thirty-Seven Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on September 26, 1973 as Instrument No. 93792 in Book 7055, Page 182 in the official records of Contra Costa County, California

[Project Thirty-Seven Third Walnut Creek Mutual] Amendment to the Condominium Plan Attached to the Declaration of Covenants, Conditions and Restrictions recorded on November 27, 1973 as Instrument No. 111813 in Book 71099, Page 311 in the official records of Contra Costa County, California

Third [stet] Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Seven (Previously Known as Walnut Creek Mutual No. Thirty-Seven) recorded on August 13, 2001 as Document No. 2001-0238448 in the official records of Contra Costa County, California

DISTRICT XV (Projects 27, 31, 32)

Project 27

[Project Twenty-Seven Third Walnut Creek Mutual] Declaration Establishing Covenants, Conditions and Restrictions recorded on May 14, 1971 in Book 6381, Page 211 in the official records of Contra Costa County, California

First Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Twenty-Seven (Previously Known as Walnut Creek Mutual No. Twenty-Seven) recorded on August 13, 2001 as Document No. 2001-0238441 in the official records of Contra Costa County, California

Project 31

[Project Thirty-One Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on November 22, 1972 as Instrument No. 110426 in Book 6804, Page 520 in the official records of Contra Costa County, California

[Project Thirty-One Third Walnut Creek Mutual] Amendment to the Declaration of Covenants, Conditions and Restrictions recorded on May 24, 1973 as Instrument No. 49960 in Book 6953, Page 80 in the official records of Contra Costa County, California

Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-One (Previously Known as

Walnut Creek Mutual No. Thirty-One) recorded on August 13, 2001 as Document No. 2001-0238442 in the official records of Contra Costa County, California

Project 32

[Project Thirty-Two Third Walnut Creek Mutual] Declaration of Covenants, Conditions and Restrictions recorded on December 1, 1972 in Book 6811, Page 337 in the official records of Contra Costa County, California

[Project Thirty-Two Third Walnut Creek Mutual] Amendment to the Condominium Plan Attached to the Declaration of Covenants, Conditions and Restrictions recorded on January 3, 1973 as Instrument No. 513 in the official records of Contra Costa County, California

[Project Thirty-Two Third Walnut Creek Mutual] Amendment to the Declaration of Covenants, Conditions and Restrictions recorded on May 24, 1973 as Instrument No. 49959 in Book 6953, Page 70 in the official records of Contra Costa County, California

Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Two (Previously Known as Walnut Creek Mutual No. Thirty-Two) recorded on August 13, 2001 as Doc. No. 2001-0238443 in the official records of Contra Costa County, California

EXHIBIT B

**LEGAL DESCRIPTION OF PROPERTY COMPRISING
THIRD WALNUT CREEK MUTUAL**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF WALNUT CREEK, DESCRIBED AS FOLLOWS:

DISTRICT III (Projects 49, 54)

Project 49

LOT 1, AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 5219 (MUTUAL NO. 49)", FILED DECEMBER 26, 1978, IN BOOK 220 OF MAPS, PAGES 13, 14 AND 15, CONTRA COSTA COUNTY RECORDS.

Project 54

LOT 3 AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 5218 (MUTUAL NO. 48)", FILED DECEMBER 26, 1978, IN BOOK 220 OF MAPS, PAGES 9, 10, 11 AND 12, CONTRA COSTA COUNTY RECORDS.

DISTRICT IV (Projects 26, 35)

Project 26

LOT 1 AND 2, AS SAID LOTS ARE SHOWN ON THE MAP OF "SUBDIVISION 4008, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 1, 1970, IN BOOK 131 OF MAPS, PAGES 35, 36 AND 37, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFROM:

ALL THAT CERTAIN AREA DESIGNATED AS PTARMIGAN DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4008.

Project 35

LOT 1 AND 2, AS SAID LOTS ARE SHOWN ON THE MAP OF "SUBDIVISION 4431 (MUTUAL NO. 35), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MARCH 22, 1973, IN BOOK 156 OF MAPS, PAGES 9, 10 AND 11, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFROM:

ALL THAT CERTAIN AREA DESIGNATED AS TERRA GRANADA DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4431.

DISTRICT V (Projects 33, 53)

Project 33

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 4414 MUTUAL 33, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MAY 24, 1973, IN BOOK 157 OF MAPS, PAGES 39, 40 AND 41, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFROM:

ALL THAT CERTAIN AREA DESIGNATED AS TERRA GRANADA DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4414.

Project 53

LOTS 1 AND 2, AS SHOWN ON THE MAP OF SUBDIVISION 6701 "MUTUAL 53", FILED JANUARY 21, 1987, IN MAP BOOK 310, PAGE 41, OF CONTRA COSTA COUNTY RECORDS.

DISTRICT VII (Project 51)

Project 51

LOTS 1 AND 2, AS SHOWN ON THE MAP OF SUBDIVISION 5240, MUTUAL 51, FILED OCTOBER 25, 1984, IN MAP BOOK 284, PAGE 1, CONTRA COSTA COUNTY RECORDS.

DISTRICT VIII (Projects 50, 55)

Project 50

LOTS 1, 2 AND 3, AS SHOWN ON THE MAP OF SUBDIVISION 6873, FILED SEPTEMBER 8, 1987, IN MAP BOOK 316, PAGES 24 THROUGH 26, CONTRA COSTA COUNTY RECORDS.

LOT 3A, AS SHOWN ON THE MAP OF SUBDIVISION 6873, AS PART OF THE CONDOMINIUM PLAN, FILED SEPTEMBER 27, 1988, AS INSTRUMENT NO. 88-176174, CONTRA COSTA COUNTY RECORDS.

Project 55

LOTS 1 AND 2, AS SHOWN ON THE MAP OF SUBDIVISION 7002, MUTUAL 55 FILED MARCH 29, 1989, IN MAP BOOK 332 OF MAPS, PAGE 1, CONTRA COSTA COUNTY RECORDS.

DISTRICT IX (Project 45)

Project 45

LOTS 1, 2, 3, AND 4, SUBDIVISION 4850, AS SHOWN ON THE MAP OF "SUBDIVISION 4850, (MUTUAL 45), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED OCTOBER 13, 1976, IN BOOK 190 OF MAPS, PAGES 34 THROUGH 37, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

DISTRICT X (Project 42, 44)

Project 42

LOT 1, SUBDIVISION 4728, AS SHOWN ON THE MAP OF "SUBDIVISION 4728, (MUTUAL 42), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JANUARY 22, 1976, IN BOOK 181 OF MAPS, PAGES 42, 43 AND 44, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

Project 44

LOT 1, SUBDIVISION 4817, AS SHOWN ON THE MAP OF "SUBDIVISION 4817, (MUTUAL 44), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED APRIL 21, 1976, IN BOOK 183 OF MAPS, PAGES 38, 39 AND 40, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

DISTRICT XI (Projects 40, 41)

Project 40

LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4639, (MUTUAL 40), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED AUGUST 26, 1974, IN BOOK 172 OF MAPS, PAGES 43, 44, 45 AND 46, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFROM:

ALL THOSE AREAS DESIGNATED AS ROSSMOOR PARKWAY, TERRA CALIFORNIA DRIVE AND COMMONWEALTH DRIVE, AS SHOWN ON SAID MAP OF SUBDIVISION 4639.

Project 41

ALL OF SUBDIVISION 4706, AS SHOWN ON THE MAP OF "SUBDIVISION 4706, (MUTUAL 41), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JUNE 25, 1974, IN BOOK 179 OF MAPS, PAGES 6, 7, AND 8, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

DISTRICT XIII (Projects 34, 38, 64)

Project 34

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 4415 (MUTUAL NO. 34), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MAY 3, 1973, IN BOOK 157 OF MAPS, PAGES 3, 4 AND 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFROM:

ALL THAT CERTAIN AREA DESIGNATED AS CAMPHOR DRIVE, AS SHOWN ON SAID MAP OF SUBDIVISION 4415.

Project 38

LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4553 (MUTUAL 38), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JANUARY 25, 1974, IN BOOK 166 OF MAPS, PAGES 30, 31 AND 32, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFROM:

ALL THOSE AREAS DESIGNATED AS ROSSMOOR PARKWAY, TERRA CALIFORNIA DRIVE AND CACTUS COURT, AS SHOWN ON SAID MAP OF SUBDIVISION 4553.

Project 64

LOTS 1, AS SHOWN ON THE MAP OF SUBDIVISION 7403, FILED JUNE 22, 1990, IN MAP BOOK 348, PAGE 38, CONTRA COSTA COUNTY RECORDS.

DISTRICT XIV (Projects 36, 37)

Project 36

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 4436 (MUTUAL NO. 36), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 19, 1973, IN BOOK 160 OF MAPS, PAGES 23, 24 AND 25, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFROM:

ALL THOSE AREAS DESIGNATED AS ROSSMOOR PARKWAY, GOLDEN RAIN ROAD, CACTUS COURT AND TERRA CALIFORNIA DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4436.

Project 37

LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4511, MUTUAL 37, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED SEPTEMBER 21, 1973, IN BOOK 163 OF MAPS, PAGES 28, 29 AND 30, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY

EXCEPTING THEREFROM:

ALL THOSE AREAS DESIGNATED AS CACTUS COURT AND TERRA CALIFORNIA DRIVE, AS SHOWN ON SAID MAP OF SUBDIVISION 4511.

DISTRICT XV (Projects 27, 31, 32)

Project 27

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 4128, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MAY 5, 1971, IN BOOK 136 OF MAPS, PAGES 47 TO 49, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

Project 31

LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4347, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED NOVEMBER 22, 1972, IN BOOK 152 OF MAPS, PAGES 41, 42 AND 43, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFROM:

ALL THAT CERTAIN AREA DESIGNATED AS PTARMIGAN DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4347.

Project 32

LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4348, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED DECEMBER 1, 1972, IN BOOK 152 OF MAPS, PAGES 44, 45 AND 46, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFROM:

ALL THAT CERTAIN AREA DESIGNATED AS PTARMIGAN DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4348.

EXHIBIT C

LIST OF PROJECTS COMPRISING THIRD WALNUT CREEK MUTUAL

Project 26
Project 27
Project 31
Project 32
Project 33
Project 34
Project 35
Project 36
Project 37
Project 38
Project 40
Project 41
Project 42
Project 44
Project 45
Project 49
Project 50 (formerly Mutual 50 – Phases I, II, and III)
Project 51 (formerly Mutual 51 – Phases I and II)
Project 53 (formerly Mutual 53 – Phases A and B)
Project 54 (formerly Mutual 54 – Phases I and II)
Project 55 (formerly Mutual 55 – Phases I and II)
Project 64

EXHIBIT D

LIST OF DISTRICTS

District #	Projects in District	Number of Units
III	49, 54	140
IV	26, 35	134
V	33, 53	88
VII	51	124
VIII	50, 55	176
IX	45	148
X	42, 44	120
XI	40, 41	186
XIII	34, 38, 64	103
XIV	36, 37	174
XV	27, 31, 32	114

EXHIBIT E

LIST OF DOCUMENTS COMPRISING THE ESTABLISHING AGREEMENTS

(Superseded by this Declaration)

DISTRICT III (Projects 49, 54)

Project 49

[Project Forty-Nine Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on May 22, 1979 as Instrument No. 79-69181 in Book 9364, Page 260 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Forty-Nine (Previously Known as Walnut Creek Mutual No. Forty-Nine) recorded on October 12, 2001 as Document No. 2001-0308330 in the official records of Contra Costa County, California

Project 54

[Project Fifty-Four Phase I Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on December 18, 1979 as Document No. 79-185227 in Book 9664, Page 152 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Fifty-Four (Previously Known as Walnut Creek Mutual No. Fifty-Four) recorded on October 12, 2001 as Document No. 2001-0308335 in the official records of Contra Costa County, California

DISTRICT IV (Projects 26, 35)

Project 26

[Project Twenty-Six Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on January 27, 1971 in Book 6304, Page 331 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Walnut Creek Mutual – Project No. Twenty-Six (Previously Known as Walnut Creek Mutual No. Twenty-Six) recorded on October 12, 2001 as Document No. 2001-0308311 in the official records of Contra Costa County, California



Project 35

[Project Thirty-Five Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on May 22, 1973 as Instrument No. 26699 in Book 6896, Page 173 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Five (Previously Known as Walnut Creek Mutual No. Thirty-Five) recorded on October 12, 2001 as Document No. 2001-0308317 in the official records of Contra Costa County, California

DISTRICT V (Projects 33, 53)

Project 33

[Project Thirty-Three Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on May 24, 1973 as Instrument No. 50234 in Book 6953, Page 547 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Three (Previously Known as Walnut Creek Mutual No. Thirty-Three) recorded on October 12, 2001 as Document No. 2001-0308315 in the official records of Contra Costa County, California

Project 53

[Project Fifty-Three Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on January 22, 1987 as Document No. 87-15100 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Fifty-Three (Previously Known as Walnut Creek Mutual No. Fifty-Three) recorded on October 12, 2001 as Document No. 2001-0308334 in the official records of Contra Costa County, California

[Project Fifty-Three B] Declaration of Covenants, Conditions and Restrictions recorded on January 22, 1987 as Document No. 87-15102 in the official records of Contra Costa County, California

DISTRICT VII (Project 51)

Project 51

[Project Fifty-One Phase I Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on November 15, 1984 as Document No. 84-168144 in Book 12065, Page 265 in the official records of Contra Costa County, California

[Project Fifty-One Phase II Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on August 16, 1985 as Document No. 85-109534 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Fifty-One (Previously Known as Walnut Creek Mutual No. Fifty-One) recorded on October 12, 2001 as Document No. 2001-0308332 in the official records of Contra Costa County, California

DISTRICT VIII (Projects 50, 55)

Project 50

[Project Fifty Phase I Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on September 17, 1987 as Document No. 87-196203 in Book 13902, Page 456 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Fifty (Previously Known as Walnut Creek Mutual No. Fifty) recorded on October 12, 2001 as Document No. 2001-0308331 in the official records of Contra Costa County, California

Project 55

[Project Fifty-Five Phase I Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on April 6, 1989 as Document No. 89-61873 in Book 14985, Page 527 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Fifty-Five (Previously Known as Walnut Creek Mutual No. Fifty-Five) recorded on October 12, 2001 as Document No. 2001-0308336 in the official records of Contra Costa County, California

DISTRICT IX (Project 45)

Project 45

[Project Forty-Five Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on October 13, 1976 as Instrument No. 118596 in Book 8051, Page 955 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Forty-Five (Previously Known as Walnut Creek Mutual No. Forty-Five) recorded on October 12, 2001 as Document No. 2001-0308327 in the official records of Contra Costa County, California

DISTRICT X (Project 42, 44)

Project 42

[Project Forty-Two Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on January 26, 1976 as Instrument No. 7873 in Book 7746, Page 100 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Forty-Two (Previously Known as Walnut Creek Mutual No. Forty-Two) recorded on October 12, 2001 as Document No. 2001-0308324 in the official records of Contra Costa County, California

Project 44

[Project Forty-Four Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on April 21, 1976 in Book 7832, Page 740 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Forty-Four (Previously Known as Walnut Creek Mutual No. Forty-Four) recorded on October 12, 2001 as Document No. 2001-0308326 in the official records of Contra Costa County, California

DISTRICT XI (Projects 40, 41)

Project 40

[Project Forty Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on September, 19, 1974 as Instrument No. 83623 in Book 7326, Page 223 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Forty (Previously Known as Walnut Creek Mutual No. Forty) recorded on October 12, 2001 as Document No. 2001-0308322 in the official records of Contra Costa County, California

Project 41

[Project Forty-One Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on August 21, 1975 as Instrument No. 75783 in Book 7598, Page 273 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Forty-One (Previously Known as Walnut Creek Mutual No. Forty-One) recorded on October 12, 2001 as

Document No. 2001-0308323 in the official records of Contra Costa County, California

DISTRICT XIII (Projects 34, 38, 64)

Project 34

[Project Thirty-Four Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on February 25, 1975 in Book 7439, Page 425 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Four (Previously Known as Walnut Creek Mutual No. Thirty-Four) recorded on October 12, 2001 as Document No. 2001-0308316 in the official records of Contra Costa County, California

Project 38

[Project Thirty-Eight Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded January 25, 1974 as Instrument No. 5876 in Book 7142, Page 120 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Eight (Previously Known as Walnut Creek Mutual No. Thirty-Eight) recorded October 12, 2001 as Doc. No. 2001-0308320 in the official records of Contra Costa County, California

Project 64

[Project Sixty-Four Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on July 5, 1990 as Document No. 90-137188 in Book 15967, Page 057 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Sixty-Four (Previously Known as Walnut Creek Mutual No. Sixty-Four) recorded on October 12, 2001 as Document No. 2001-0308337 in the official records of Contra Costa County, California

DISTRICT XIV (Projects 36, 37)

Project 36

[Project Thirty-Six Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on July 19, 1973 as Instrument No. 69991 in Book 6999, Page 266 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Six (Previously

Known as Walnut Creek Mutual No. Thirty-Six) recorded on October 12, 2001 as Document No. 2001-0308318 in the official records of Contra Costa County, California

Project 37

[Project Thirty-Seven Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on September 26, 1973 as Instrument No. 93791 in Book 7055, Page 168 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Mutual Walnut Creek – Project No. Thirty-Seven (Previously Known as Walnut Creek Mutual No. Thirty-Seven) recorded on October 12, 2001 as Document No. 2001-0308319 in the official records of Contra Costa County, California

DISTRICT XV (Projects 27, 31, 32)

Project 27

[Project Twenty-Seven Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on May 14, 1971 in Book 6381, Page 197 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Walnut Creek Mutual – Project No. Twenty-Seven (Previously Known as Walnut Creek Mutual No. Twenty-Seven) recorded on October 12, 2001 as Document No. 2001-0308312 in the official records of Contra Costa County, California

Project 31

[Project Thirty-One Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on November 22, 1972 as Instrument No. 110425 in Book 6804, Page 505 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Walnut Creek Mutual – Project No. Thirty-One (Previously Known as Walnut Creek Mutual No. Thirty-One) recorded on October 12, 2001 as Document No. 2001-0308313 in the official records of Contra Costa County, California

Project 32

[Project Thirty-Two Third Walnut Creek Mutual] Agreement Establishing Covenants, Conditions and Restrictions recorded on December 1, 1972 in Book 6811, Page 322 in the official records of Contra Costa County, California

First Amendment to the Agreement Establishing Covenants, Conditions and Restrictions for Third Walnut Creek Mutual – Project No. Thirty-Two (Previously Known as Walnut Creek Mutual No. Thirty-Two) recorded on October 12, 2001 as Document No. 2001-0308314 in the official records of Contra Costa County, California

EXHIBIT F

PARKING ASSIGNMENTS FORMERLY CONTAINED
IN CERTAIN PROJECT DECLARATIONS

Project 34

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
3401-1	8	and	7
3401-2	None		6
3401-3	5		None
3401-4	None		3
3401-5	4		None
3401-6	1	and	2
3402-1	16	and	15
3402-2	13	and	14
3402-3	12	and	11
3402-4	9	and	10

Project 38

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
3801-1	3		
3801-2	4		
3801-3	2		
3801-4	1	and	13
3802-1	7		
3802-2	8	and	14
3802-3	6		
3802-4	5		
3803-1	11		
3803-2	12	and	16
3803-3	10		
3803-4	9	and	15
3804-1	31	and	32
3804-2	30	and	29
3804-3	27	and	28
3804-4	26	and	25
3805-1	24		

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
3805-2	23		
3805-3	21		
3805-4	22		
3805-5	20		
3805-6	19		
3805-7	17		
3805-8	18		
3806-1	39	and	40
3806-2	38	and	37
3806-3	35	and	36
3806-4	34	and	33
3807-1	47	and	48
3807-2	46		
3807-3	45		
3807-4	43		
3807-5	44		
3807-6	42	and	41
3808-1	51	and	56
3808-2	52	and	55
3808-3	50	and	53
3808-4	49	and	54
3809-1	63	and	64
3809-2	62		
3809-3	61		
3809-4	59		
3809-5	60		
3809-6	58	and	57
3810-1	71	and	72
3810-2	70		
3810-3	69		
3810-4	67		
3810-5	68		
3810-6	66	and	65
3811-1	99	and	100
3811-2	98	and	97
3811-3	95	and	96
3811-4	94	and	93

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
3812-1	91		
3812-2	92	and	80
3812-3	90		
3812-4	89	and	79
3813-1	87	and	88
3813-2	86		
3813-3	85		
3813-4	83		
3813-5	84		
3813-6	82	and	81
3814-1	75		
3814-2	76	and	78
3814-3	74		
3814-4	73	and	77
3815-1	103		
3815-2	104	and	106
3815-3	102		
3815-4	101	and	105
3816-1	111		
3816-2	112	and	108
3816-3	110		
3816-4	109	and	107
3817-1	115		
3817-2	116	and	118
3817-3	114		
3817-4	113	and	117
3818-1	123		
3818-2	124	and	120
3818-3	122		
3818-4	121	and	119

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BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4001-1	177	and	178
4001-2	186	and	179
4001-3	180 & 185		None
4001-4	188	and	182
4001-5	181 & 187		None

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4001-6	184	and	183
4002-1	101	and	106
4002-2	102	and	105
4002-3	103	and	107
4002-4	104	and	108
4003-1	93	and	94
4003-2	96	and	95
4003-3	97	and	98
4003-4	100	and	99
4004-1	85	and	86
4004-2	81	and	87
4004-3	88 & 82		None
4004-4	83	and	90
4004-5	89 & 84		None
4004-6	92	and	91
4005-1	169	and	174
4005-2	170	and	173
4005-3	171	and	175
4005-4	172	and	176
4006-1	165	and	162
4006-2	166	and	161
4006-3	167	and	163
4006-4	168	and	164
4007-1	153	and	158
4007-2	154	and	157
4007-3	155	and	159
4007-4	156	and	160
4008-1	73	and	74
4008-2	76	and	75
4008-3	77	and	78
4008-4	80	and	79
4009-1	69	and	66
4009-2	70	and	65
4009-3	71	and	67
4009-4	72	and	68

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4010-1	61	and	58
4010-2	62	and	57
4010-3	63	and	59
4010-4	64	and	60
4011-1	53	and	50
4011-2	54	and	49
4011-3	55	and	51
4011-4	56	and	52
4012-1	141 & 145		None
4012-2	146	and	142
4012-3	144		None
4012-4	None		143
4012-5	149		None
4012-6	None		150
4012-7	152 & 148		None
4012-8	147	and	151
4013-1	None		206 & 205
4013-2	None		207 & 208
4014-1	133	and	134
4014-2	None		135
4014-3	136		None
4014-4	None		138
4014-5	137		None
4014-6	140	and	139
4015-1	37	and	38
4015-2	41	and	39
4015-3	40 & 42		None
4015-4	43	and	46
4015-5	45 & 44		None
4015-6	48	and	47
4016-1	29	and	43
4016-2	30	and	33
4016-3	31	and	35
4016-4	32	and	36
4017-1	17	and	18
4017-2	None		19
4017-3	20 & 23		None

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4017-4	None		26
4017-5	25 & 24		None
4017-6	28	and	27
4018-1	125	and	126
4018-2	None		127
4018-3	128		None
4018-4	None		130
4018-5	129		None
4018-6	132	and	131
4019-1	None		203 & 204
4019-2	None		201 & 202
4020-1	200	and	199
4020-2	197	and	198
4020-3	196	and	195
4020-4	193	and	194
4021-1	117	and	118
4021-2	None		119
4021-3	120		None
4021-4	None		122
4021-5	121		None
4021-6	124	and	123
4022-1	9	and	10
4022-2	None		11
4022-3	12 & 21		None
4022-4	None		14
4022-5	13 & 22		None
4022-6	16	and	15
4023-1	1	and	2
4023-2	4	and	3
4023-3	5	and	6
4023-4	8	and	7
4024-1	109	and	110
4024-2	None		11
4024-3	112		None
4024-4	None		114
4024-5	113		None
4024-6	116	and	115

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4025-1	192	and	191
4025-2	189	and	190

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BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4201-1			7
4201-2			8
4201-3			6
4201-4			5
4201-5			3
4201-6			4
4201-7			2
4201-8			1
4202-1			11
4202-2			12
4202-3			10
4202-4			9
4203-1			15
4203-2			16
4203-3			14
4203-4			13
4204-1			19
4204-2			20
4204-3			18
4204-4			17
4205-1			23
4205-2			24
4205-3			22
4205-4			21
4206-1			26
4206-2			25
4206-3			27
4206-4			28
4206-5			30
4206-6			29
4206-7			31
4206-8			32

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BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4401-1	1		2
4401-2	24		3
4401-3	4		None
4401-4	23		6
4401-5	5		None
4401-6	8		7
4402-1	None		14
4402-2	21		13
4402-3	None		15
4402-4	22		16
4403-1	35		26
4403-2	36		25
4403-3	None		27
4403-4	None		28
4403-5	None		30
4403-6	None		29
4403-7	34		31
4403-8	33		32
4404-1	67		62
4404-2	68		61
4404-3	66		63
4404-4	65		64
4405-1	49		54
4405-2	50		53
4405-3	None		55
4405-4	None		56
4405-5	None		58
4405-6	None		57
4405-7	51		59
4405-8	52		60
4406-1	None		46
4406-2	None		45
4406-3	None		47
4406-4	None		48
4407-1	79		70
4407-2	80		69

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4407-3	78		71
4407-4	77		72
4408-1	84		74
4408-2	81		73
4408-3	85		75
4408-4	86		76
4409-1	91		98
4409-2	92		99
4409-3	83		97
4409-4	82		96
4410-1	89		105
4410-2	90		104
4410-3	88		106
4410-4	87		107
4411-1	None		101
4411-2	93		100
4411-3	94		102
4411-4	95		103
4412-1	108		None
4412-2	None		109
4412-3	111		None
4412-4	None		110
4412-5	112		None
4412-6	None		113
4412-7	115		None
4412-8	None		114
4413-1	None		129
4413-2	144		128
4413-3	None		130
4413-4	145		131
4414-1	136		137
4414-2	None		138
4414-3	139		None
4414-4	None		141
4414-5	140		None
4414-6	143		142

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4415-1	None		149
4415-2	146		148
4415-3	None		150
4415-4	147		151
4416-1	132		133
4416-2	135		134
4417-1	122		118
4417-2	123		119
4417-3	121		117
4417-4	120		116
4418-1	18		42
4418-2	17		41
4418-3	20		43
4418-4	19		44
4419-1	9		10
4419-2	12		11

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BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4501-1	11		2
4501-2	12		1
4501-3	9		3
4501-4	10		4
4502-1	None		6
4502-2	None		5
4502-3	None		7
4502-4	None		8
4503-1	None		14
4503-2	None		13
4503-3	None		15
4503-4	None		16
4504-1	222		18
4504-2	221		17
4504-3	220		19
4504-4	219		20

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4505-1	None		22
4505-2	30		21
4505-3	None		23
4505-4	29		24
4506-1	None		26
4506-2	None		25
4506-3	None		27
4506-4	None		28
4507-1	38		32
4507-2	37		31
4507-3	35		33
4507-4	36		34
4508-1	None		40
4508-2	None		39
4508-3	None		41
4508-4	None		42
4509-1	None		44
4509-2	None		43
4509-3	None		45
4509-4	None		46
4510-1	58		48
4510-2	57		47
4510-3	55		49
4510-4	56		50
4511-1	59		63
4511-2	54		62
4511-3	None		64
4511-4	53		65
4512-1	61		67
4512-2	60		66
4512-3	None		68
4512-4	None		69
4512-5	None		71
4512-6	None		70
4512-7	51		72
4512-8	52		73

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4513-1	92		75
4513-2	93		74
4513-3	90		76
4513-4	91		77
4514-1	95		79
4514-2	94		78
4514-3	97		80
4514-4	96		81
4515-1	82		None
4515-2	None		83
4515-3	85		None
4515-4	None		84
4515-5	86		None
4515-6	None		87
4515-7	89		None
4515-8	None		88
4516-1	None		99
4516-2	None		98
4516-3	None		100
4516-4	None		101
4517-1	104		106
4517-2	103		105
4517-3	None		107
4517-4	102		108
4518-1	120		110
4518-2	119		109
4518-3	None		111
4518-4	None		112
4518-5	None		114
4518-6	None		113
4518-7	117		115
4518-8	118		116
4519-1	124		126
4519-2	123		125
4519-3	122		127
4519-4	121		128
4520-1	None		130

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4520-2	None		129
4520-3	None		131
4520-4	None		132
4521-1	140		134
4521-2	139		133
4521-3	137		135
4521-4	138		136
4522-1	None		144
4522-2	142		143
4522-3	None		145
4522-4	141		146
4523-1	158		148
4523-2	157		147
4523-3	None		149
4523-4	None		150
4523-5	None		152
4523-6	None		151
4523-7	155		153
4523-8	156		154
4524-1	None		160
4524-2	None		159
4524-3	None		161
4524-4	None		162
4525-1	None		164
4525-2	172		163
4525-3	None		165
4525-4	171		166
4526-1	176		168
4526-2	175		167
4526-3	173		169
4526-4	174		170
4527-1	None		180
4527-2	178		179
4527-3	None		181
4527-4	177		182
4528-1	198		184

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4528-2	197		183
4528-3	196		185
4528-4	195		186
4528-5	193		188
4528-6	194		187
4528-7	191		189
4528-8	192		190
4529-1	199		204
4529-2	201		203
4529-3	200		205
4529-4	202		206
4530-1	None		216
4530-2	None		215
4530-3	None		217
4530-4	None		218
4531-1	None		208
4531-2	None		207
4531-3	None		209
4531-4	None		210
4531-5	None		212
4531-6	None		211
4531-7	None		213
4531-8	None		214

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BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4901-1A	None		26
4901-1B	None		25
4901-2A	None		27
4901-2B	None		28
4902-1A	18		21
4902-1B	17		22
4902-2A	19		24
4902-2B	20		23
4903-1A	15		10
4903-1B	16		9
4903-2A	13		11
4903-2B	14		12

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4904-1A	7		2
4904-1B	8		1
4904-2A	5		3
4904-2B	6		4
4905-1A	31		87
4905-1B	32		86
4905-2A	29		88
4905-2B	30		89
4906-1A	81		83
4906-1B	80		82
4906-2A	34		84
4906-2B	33		85
4907-1A	None		71
4907-1B	None		70
4907-2A	68		73
4907-2B	69		72
4907-3A	78		74
4907-3B	79		75
4907-4A	None		76
4907-4B	None		77
4908-1A	66		63
4908-1B	None		62
4908-2A	67		64
4908-2B	None		65
4909-1A	None		55
4909-1B	44		54
4909-1C	None		56
4909-2A	41		40
4909-2B	43		53
4909-2C	42		57
4909-3A	38		39
4909-3B	36		35
4909-3C	37		58
4909-4A	None		60
4909-4B	None		61
4909-4C	None		59
4910-1A	47		50

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
4910-1B	48		49
4910-2A	46		51
4910-2B	45		52
4911-1A	95		139
4911-1B	94		138
4911-2A	93		140
4911-2B	92		141
4912-1A	96		130
4912-1B	97		129
4912-1C	None		131
4912-2A	127		128
4912-2B	122		121
4912-2C	111		132
4912-3A	123		124
4912-3B	125		137
4912-3C	126		133
4912-4A	98		135
4912-4B	101		136
4912-4C	None		134
4913-1A	102		113
4913-1B	103		112
4913-1C	None		114
4913-2A	109		108
4913-2B	None		99 & 100
4913-2C	110		115
4913-3A	106		107
4913-3B	104		120
4913-3C	105		116
4913-4A	90		118
4913-4B	91		119
4913-4C	None		117

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BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
5001-1A			G5
5001-1B			G6
5001-2A			G3
5001-2B			G4
5001-3A			G1
5001-3B			G2
5002-1A			G9
5002-1B			G10
5002-2A			G8
5002-2B			G7
5003-1A			G15
5003-1B			G16
5003-2A			G13
5003-2B			G14
5003-3A			G11
5003-3B			G12
5004-1A			G21
5004-1B			G22
5004-2A			G19
5004-2B			G20
5004-3A			G17
5004-3B			G18
5010-1A			G27
5010-1B			G28
5010-2A			G25
5010-2B			G26
5010-3A			G23
5010-3B			G24
5011-1A			G33
5011-1B			G34
5011-2A			G31
5011-2B			G32
5011-3A			G30
5011-3B			G29

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
5012-1A			G35
5012-1B			G36
5012-2A			G37
5012-2B			G38
5012-3A			G39
5012-3B			G40
5013-1A			G41
5013-1B			G42
5013-2A			G43
5013-2B			G44
5013-3A			G45
5013-3B			G46
5014-1A			G47
5014-1B			G48
5014-2A			G49
5014-2B			G50
5015-1A			G51
5015-1B			G52
5015-2A			G53
5015-2B			G54
5015-3A			G55
5015-3B			G56
5015-4A			G57
5015-4B			G58
5018-1A			G59
5018-1B			G60
5018-2A			G61
5018-2B			G62
5018-3A			G63
5018-3B			G64
5019-1A			G65
5019-1B			G66
5019-2A			G67
5019-2B			G68

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
5005-1A			G71
5005-1B			G72
5005-2A			G70
5005-2B			G69
5006-1A			G77
5006-1B			G78
5006-2A			G75
5006-2B			G76
5006-3A			G74
5006-3B			G73
5007-1A			G85
5007-1B			G86
5007-2A			G82
5007-2B			G84
5007-3A			G81
5007-3B			G82
5007-4A			G80
5007-4B			G79
5008-1A			G91
5008-1B			G92
5008-2A			G89
5008-2B			G90
5008-3A			G87
5008-3B			G88
5009-1A			G99
5009-1B			G100
5009-2A			G97
5009-2B			G98
5009-3A			G95
5009-3B			G96
5009-4A			G94
5009-4B			G93
5016-1A			G103
5016-1B			G104
5016-2A			G102
5016-2B			G101
5017-1A			G108
5017-1B			G109
5017-2A			G107

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
5017-2B			G110
5017-3A			G105
5017-3B			G106

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BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
5101-1A			
5101-1B			
5101-2A			
5101-2B			
5101-1A			2
5101-1B			1
5101-2A			8
5101-2B			3
5101-3A			7
5101-3B			4
5101-4A			5
5101-4B			6
5102-1A			10
5102-1B			9
5102-2A			16
5102-2B			11
5102-3A			15
5102-3B			12
5102-4A			13
5102-4B			14
5103-1A			45
5103-1B			44
5103-2A			41
5103-2B			46
5103-3A			40
5103-3B			47
5103-4A			48
5103-4B			49
5104-1A			27
5104-1B			34
5104-2A			35
5104-2B			36

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
5104-3A			38
5104-3B			37
5104-4A			43
5104-4B			39
5105-1A			22
5105-1B			21
5105-2A			31
5105-2B			3
5105-3A			23
5105-3B			24
5105-4A			25
5105-4B			26
5106-1A			17
5106-1B			18
5106-2A			20
5106-2B			19
5107-1A			51
5107-1B			50
5107-2A			53
5107-2B			52
5107-3A			55
5107-3B			54
5108-1A			60
5108-1B			61
5108-2A			62
5108-2B			63
5108-3A			64
5108-3B			65
5109-1A			66
5109-1B			67
5109-2A			69
5109-2B			68
5110-1A			75
5110-1B			74
5110-2A			77
5110-2B			76
5110-3A			79

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
5110-3B			78
5111-1A			80
5111-1B			81
5111-2A			82
5111-2B			83
5111-3A			84
5111-3B			85
5112-1A			91
5112-1B			90
5112-2A			93
5112-2B			95
5112-3A			94
5112-3B			95
5112-4A			97
5112-4B			96
5112-5A			98
5112-5B			99
5113-1A			105
5113-1B			104
5113-2A			106
5113-2B			107
5113-3A			109
5113-3B			108
5113-4A			110
5113-4B			111
5113-5A			112
5113-5B			113
5114-1A			150
5114-1B			151
5114-2A			153
5114-2B			152
5115-1A			143
5115-1B			142
5115-2A			149
5115-2B			144
5115-3A			188
5115-3B			145
5115-4A			146
5115-4B			147

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
5116-1A			133
5116-1B			132
5116-2A			139
5116-2B			134
5116-3A			138
5116-3B			135
5116-4A			136
5116-4B			137
5117-1A			128
5117-1B			129
5117-2A			131
5117-2B			130
5118-1A			123
5118-1B			122
5118-2A			119
5118-2B			118
5118-3A			124
5118-3B			125
5118-4A			126
5118-4B			127

Project 53

5301-1A			5301-G1A
5301-1B			5301-G1B
5301-2A			5301-G2A
5301-2B			5301-G2B
5302-1A			5302-G1A
5302-1B			5302-G1B
5302-2A			5302-G2A
5302-2B			5302-G2B
5302-3A			5302-G3A
5302-3B			5302-G3B
5303-1A			5303-G1A
5303-1B			5303-G1B
5303-2A			5303-G2A
5303-2B			5303-G2B
5303-3A			5303-G3A

5303-3B			5303-G3B
5304-1A			5304-G1A
5304-1B			5304-G1B
5304-2A			5304-G2A
5304-2B			5304-G2B
5305-1A			5305-G1A
5305-1B			5305-G1B
5305-2A			5305-G2A
5305-2B			5305-G2B
5306-1A			5306-G1A
5306-1B			5306-G1B
5306-2A			5306-G2A
5306-2B			5306-G2B
5306-3A			5306-G3A
5306-3B			5306-G3B
5307-1A			5307-G1A
5307-1B			5307-G1B
5307-2A			5307-G2A
5307-2B			5307-G2B
5308-1A			5308-G1A
5308-1B			5308-G1B
5308-2A			5308-G2A
5308-2B			53P05-G2B
5308-3A			5308-G3A
5308-3B			53P05-G3B
5308-4A			5308-G1A
5308-4B			5308-G1B
5309-1A			5309-G1A
5309-1B			5309-G1B
5309-2A			5309-G2A
5309-2B			5309-G2B
5309-3A			5309-G3A
5309-3B			5309-G3B
5310-1A			5310-G1A
5310-1B			5310-G1B
5310-2A			5310-G2A
5310-2B			5310-G2B
5310-3A			5310-G3A

5310-3B			5310-G3B
5311-1A			5311-G1A
5311-1B			5311-G1B
5311-2A			5311-G2A
5311-2B			5311-G2B
5311-3A			5311-G3A
5311-3B			5311-G3B
5312-1A			5312-G1A
5312-1B			5312-G1B
5312-2A			5312-G2A
5312-2B			5312-G2B
5313-1A			5313-G1A
5313-1B			5313-G1B
5313-2A			5313-G2A
5313-2B			53P08-G2B
5313-3A			5313-G3A
5313-3B			53P08-G3B
5313-4A			5313-G4A
5313-4B			5313-G4B
Unassigned – 53P06	C-19		
Unassigned – 53P06	C-20		
Unassigned – 53P06	C-21		
Unassigned – 53P06	C-22		
Unassigned – 53P06	C-23		
Unassigned – 53P06	C-24		
Unassigned – 53P07	C-25		
Unassigned – 53P07	C-26		
Unassigned – 53P07	C-27		
Unassigned – 53P07	C-28		
Unassigned – 53P08	C-29		
Unassigned – 53P08	C-30		

Project 54

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
5401-1A			1
5401-1B			2
5401-2A			4

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
5401-2B			3
5402-1A	12		11
5402-2A	9		
5402-2B			10
5402-3A	8		
5402-3B			7
5402-4A	5		6
5403-1A			16
5403-1B			15
5403-2A			13
5403-2B			14
5404-1A			24
5404-1B			23
5404-2A			21
5404-2B			22
5404-3A			20
5404-3B			19
5404-4A			17
5404-4B			18
5405-1A			49
5405-1B			50
5405-2A			52
5405-2B			51
5406-1A			45
5406-1B			46
5406-2A			48
5406-2B			47

Project 55

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
5501-1A			G1
5501-1B			G2
5501-2A			G3
5501-2B			G4
5501-3A			G5
5501-3B			G6

BLDG/UNIT	CARPORT NO.	AND/OR	GARAGE NO.
5502-1A			G7
5502-1B			G8
5502-2A			G9
5502-2B			G10
5502-3A			G11
5502-3B			G12
5502-4A			G13
5502-4B			G14
5506-1A			G27
5506-1B			G28
5506-2A			G29
5506-2B			G30
5507-1A			G31
5507-1B			G32
5507-2A			G33
5507-2B			G34
5507-3A			G35
5507-3B			G36
5507-4A			G37
5507-4B			G38
5508-1A			G39
5508-1B			G40
5508-2A			G41
5508-2B			G42

5503-1A			G16
5503-1B			G15
5503-2A			G17
5503-2B			G18
5504-1A			G20
5504-1B			G19
5504-2A			G21
5504-2B			G22
5505-1A			G24
5505-1B			G23
5505-2A			G25

5505-2B			G26
5509-1A			G44
5509-1B			G43
5509-2A			G45
5509-2B			G46
5510-1A			G48
5510-1B			G47
5510-2A			G49
5510-2B			G50
5510-3A			G51
5510-3B			G52
5511-1A			G54
5511-1B			G53
5511-2A			G55
5511-2B			G56
5511-3A			G57
5511-3B			G58
5512-1A			G60
5512-1B			G59
5512-2A			G61
5512-2B			G62
5513-1A			G64
5513-1B			G63
5513-2A			G65
5513-2B			G66

EXHIBIT G

LIST OF MAPS AND CONDOMINIUM PLANS

Project	Map	Condo Plan
26	Subdivision 4008, filed July 1, 1970, Book 131 of Maps, Pages 35, 36, 37 (Lots 1 and 2)	Agreement Establishing Covenants, Conditions and Restrictions, recorded January 27, 1971, Recorder's Serial No. 5819, Book 6304, Page 331
27	Subdivision 4128, filed May 5, 1971, Book 136 of Maps, Pages 47 to 49 (Lot 1)	Declaration of Covenants, Conditions and Restrictions, recorded May 14, 1971, Recorder's Serial No. 35783, Book 6381, Page 211
31	Subdivision 4347, filed November 22, 1972, Book 152 of Maps, Pages 41 to 43 (Lot 1)	Amendment to the Declaration of Covenants, Conditions and Restrictions, recorded May 24, 1973, Recorder's Serial No. 49960, Book 6953, Page 80
32	Subdivision 4348, filed December 1, 1972, Book 152 of Maps, Pages 44 to 46 (Lot 1)	Declaration of Covenants, Conditions and Restrictions, recorded December 1, 1972, Recorder's Serial No. 113101, Book 6811, Page 337 All previous rescinded: Amendment to the Condominium Plan Attached to the Declaration of Covenants, Conditions and Restrictions, executed December 15, 1972, recording information illegible
33	Subdivision 4414, Filed May 24, 1973, Book 157 of Maps, Pages 39 to 41 (Lot 1)	Declaration of Covenants, Conditions and Restrictions, recorded May 24, 1973, Instrument No. 50235, Book 6953, Page 562
34	Subdivision 4415, filed May 3, 1973, Book 157 of Maps, Pages 3 to 5 (Lot 1)	Declaration of Covenants, Conditions and Restrictions, recorded February 25, 1975, Instrument No. 10126, Book 7439, Page 441
35	Subdivision 4431, filed March 22, 1973, Book 156 of Maps, Pages 9 to 11 (Lots 1 and 2)	Declaration of Covenants, Conditions and Restrictions, recorded March 22, 1973, Recorder's Serial No. 26700, Book 6896, Page 188
36	Subdivision 4436, filed July 19, 1973, Book 160 of Maps, Pages 23 to 25 (Lot 1)	Declaration of Covenants, Conditions and Restrictions, recorded July 19, 1973, Recorder's Serial No. 69991, Book 6999, Page 581

37	Subdivision 4511, filed September 21, 1973, Book 163 of Maps, Pages 28 to 30 (Lot 1)	<p>Declaration of Covenants, Conditions and Restrictions, recorded September 26, 1973, Recorder's Serial No. 93792, Book 7055, Page 182</p> <p>All previous rescinded: Amendment to the Condominium Plan Attached to the Declaration of Covenants, Conditions and Restrictions, recorded November 27, 1973, Recorder's Serial No. 111813, Book 7099, Page 311</p>
38	Subdivision 4553, filed January 25, 1974, Book 166 of Maps, Pages 30 to 32 (Lot 1)	<p>Declaration of Covenants, Conditions and Restrictions, recorded January 25, 1974, Recorder's Serial No. 5877, Book 7142, Page 135</p>
40	Subdivision 4639, filed August 26, 1974, Book 172 of Maps, pages 43 to 46 (Lot 1)	<p>Declaration of Covenants, Conditions and Restrictions, recorded September 19, 1974, Recorder's Serial No. 83624, Book 7326, Page 238</p> <p>Amendment of Declaration of Covenants, Conditions and Restrictions, recorded January 14, 1975, Book 7409, Page 211</p> <p>All previous rescinded: Second Amendment of Declaration of Covenants, Conditions and Restrictions, recorded May 7, 1975, Recorder's Serial No. 37705, Book 7449, Page 218</p>
41	Subdivision 4706, filed June 25, 1975, Book 179 of Maps, Pages 6 to 8 (All)	<p>Declaration of Covenants, Conditions and Restrictions, recorded August 21, 1975, Book 7598, Page 288</p> <p>Amendment to the Condominium Plan, recorded February 4, 1976, Book 7755, page 74</p> <p>All previous rescinded: Amendment to the Condominium Plan, recorded September 16, 1975, Recorder's Serial No. 84516, Book 7622, page 372</p>

42	Subdivision 4728, filed January 22, 1976, Book 181 of Maps, Pages 42 to 44 (Lot 1)	Declaration of Covenants, Conditions and Restrictions, recorded January 26, 1976, Instrument No. 7874, Book 7746, Page 115 Amendment to the Condominium Plan, recorded March 19, 1976, Instrument No. 28359, Book 7797, Page 199 All previous rescinded: Second Amendment to the Condominium Plan, recorded June 24, 1976, Instrument No. 68356, Book 7914, page 193
44	Subdivision 4817, filed April 21, 1976, Book 189 of Maps, Pages 38 to 40 (Lot 1)	Declaration of Covenants, Conditions and Restrictions, recorded April 21, 1976, Book 7832, Page 755 All previous rescinded: Amendment to the Condominium Plan, recorded May 11, 1976, Instrument No. 49666, Book 7854, Page 389
45	Subdivision 4850, filed October 13, 1976, Book 190 of Maps, Pages 34 to 37 (Lots 1, 2, 3, and 4)	Declaration of Covenants, Conditions and Restrictions, recorded October 13, 1976, Book 8052, Page 1
49	Subdivision 5219, filed December 26, 1978, Book 220 of Maps, Pages 13 to 15 (Lot 1)	Condominium Plan for Terra California Subdivision 5219, Walnut Creek Mutual No. 49, recorded May 22, 1979, Instrument No. 79-69183, Book 9364, Page 313
50 Ph I	Subdivision 6873, filed September 8, 1987, Book 316 of Maps, Page 8 (Lot 1)	Condominium Plan for Subdivision 6873, Walnut Creek Mutual No. 50, Lot 1, recorded September 17, 1987, Instrument No. 87-196205? [Illegible]
50 Ph II	Subdivision 6873, filed September 8, 1987, Book 316 of Maps, Page 24 (Lot 2)	Condominium Plan for Subdivision 6873, Walnut Creek Mutual No. 50, Lot 2, recorded March 22, 1988, Instrument No. 88-46539, Book 14227, Page 88
50 Ph III	Subdivision 6873, filed September 8, 1987, Book 316 of Maps, Page 24 (Lot 3)	Condominium Plan for Walnut Creek Mutual No. 50, Lot 3, Subdivision 6873, recorded September 27, 1988, Instrument No. 88-176174
51 Ph I	Subdivision 5240, filed October 25, 1984, Book 284 of Maps, Page 1 (Lot 1)	Condominium Plan for Subdivision 5240, Walnut Creek Mutual No. Fifty-One, recorded November 5, 1984, Instrument No. 84-168146, Book 12065, Page 315

51 Ph II	Subdivision 5240, filed October 25, 1984, Book 284 of Maps, Page 1 (Lot 2)	Condominium Plan for Subdivision 5240, Walnut Creek Mutual No. 51, recorded August 16, 1985, Instrument No. 85-109536
53	Subdivision 6701, filed January 21, 1987, Book 310 of Maps, Page 41 (Lot 1)	Condominium Plan for Subdivision 6701, Walnut Creek Mutual No. 53 – Lot 1, recorded January 22, 1987, Instrument No. 87-15103
53	Subdivision 6701, filed January 21, 1987, Book 310 of Maps, Page 41 (Lot 2)	Condominium Plan for Subdivision 6701, Walnut Creek Mutual No. 53 – Lot 2, recorded January 22, 1987, Instrument No. 87-15104
54 Ph I	Subdivision 5218, filed December 26, 1978, Book 220 of Maps, Page 9 to 12 (Lots 1 and 3)	Condominium Plan for Subdivision 5218, Walnut Creek Mutual No. 54 B, recorded July 6, 1983, Instrument No 83-86877, Book 11327, Page 118
54 Ph II	Subdivision 5218, filed December 26, 1978, Book 220 of Maps, Page 9 to 12 (Lots 1 and 3)	Condominium Plan for Subdivision 5218, Walnut Creek Mutual No. 54, recorded February 9, 1983, Instrument No. 83-16871, Book 11119, Page 114
55 Ph I	Subdivision 7002, filed March 30, 1989, Book 332 of Maps, Page 1 (Lot 1)	Condominium Plan for Walnut Creek Mutual No. 55, Lot No. 1, Subdivision 7002, recorded April 6, 1989, Instrument No. 89-61874, Book 14985, page 550
55 Ph II	Subdivision 7002, filed March 30, 1989, Book 332 of Maps, Page 1 (Lot 2)	Condominium Plan for Walnut Creek Mutual No. 55, Lot No. 2, Subdivision 7002, executed May 24, 1989, recording info illegible
64 Ph I	Subdivision 7403, filed June 22, 1990, Book 348 of Maps, Page 38 (Lot 1)	Condominium Plan for Walnut Creek Mutual No. 64, Lot No. 1, Subdivision 7403, recorded July 5, 1990, Instrument No. 90-137187, Book 15967, Page 44

EXHIBIT H

LIST OF PROJECT 50 GARAGES

ASSIGNED BY DEED AND

IDENTIFIED BY APN

(Section 3.16)

Former Assessor's Map (189/98) Garage APN	Garage # Shown on Former Assessor's Map (189/98)	Current Assessor's Map (190/52) Garage APN	Garage # Shown on Current Assessor's Map (190/52)
189-980-013	G122	190-520-013	G122
189-980-012	G121	190-520-012	G121
189-980-011	G120	190-520-011	G120
189-980-010	G119	190-520-010	G119
189-980-009	G118	190-520-009	G118
189-980-008	G117	190-520-008	G117
189-980-007	G116	190-520-007	G116
189-980-006	G115	190-520-006	G115
189-980-005	G114	190-520-005	G114
189-980-004	G113	190-520-004	G113
189-980-003	G112	190-520-003	G112
189-980-002	G111	190-520-002	G111

EXHIBIT I

LIST OF ORDERS GRANTING PETITIONS FOR APPROVAL OF MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 4275

1. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Paula Erickson, on Behalf of the Owners of Real Property within Project 27 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212155, in the Official Records of the County of Contra Costa, State of California;
2. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Judith Bank, on Behalf of the Owners of Real Property within Project 31 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212156, in the Official Records of the County of Contra Costa, State of California;
3. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Peter Seely, on Behalf of the Owners of Real Property within Project 33 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212157, in the Official Records of the County of Contra Costa, State of California;
4. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Gordon Hum, on Behalf of the Owners of Real Property within Project 35 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212158, in the Official Records of the County of Contra Costa, State of California;
5. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Barbara Iacullo, on Behalf of the Owners of Real Property within Project 36 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212159, in the Official Records of the County of Contra Costa, State of California;
6. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Christine Monsen, on Behalf of the Owners of Real Property within Project 37 for Approval of Master Declaration of

Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212160, in the Official Records of the County of Contra Costa, State of California;

7. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Kay Barthold, on Behalf of the Owners of Real Property within Project 38 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212161, in the Official Records of the County of Contra Costa, State of California;

8. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Gery Yearout, on Behalf of the Owners of Real Property within Project 40 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212162, in the Official Records of the County of Contra Costa, State of California;

9. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Kathy Parish, on Behalf of the Owners of Real Property within Project 41 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212163, in the Official Records of the County of Contra Costa, State of California;

10. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and John McDonnell, on Behalf of the Owners of Real Property within Project 42 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212164, in the Official Records of the County of Contra Costa, State of California;

11. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Arylss Rothman, on Behalf of the Owners of Real Property within Project 45 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212165, in the Official Records of the County of Contra Costa, State of California;

12. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and James McFarland, on Behalf of the Owners of Real Property within Project 49 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212166, in the Official Records of the County of Contra Costa, State of California;

13. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Lou Feinberg, on Behalf of the Owners of Real Property within Project 50-A for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212154, in the Official Records of the County of Contra Costa, State of California;
14. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Jeanine Goodshaw, on Behalf of the Owners of Real Property within Project 50 C for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212153, in the Official Records of the County of Contra Costa, State of California;
15. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Adrian Byram, on Behalf of the Owners of Real Property within Project 51-1 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212152, in the Official Records of the County of Contra Costa, State of California;
16. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and John Swearingen, on Behalf of the Owners of Real Property within Project 51-2 for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212151, in the Official Records of the County of Contra Costa, State of California;
17. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Jack Case, on Behalf of the Owners of Real Property within Project 53-A for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212150, in the Official Records of the County of Contra Costa, State of California;
18. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Barbara Schwartz, on Behalf of the Owners of Real Property within Project 53B for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212149, in the Official Records of the County of Contra Costa, State of California;
19. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Timothy J. Bensen, on Behalf of the Owners of Real Property within Project 54-A for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code

section 4275, recorded on September 22, 2020, as Document No. 2020-0212148, in the Official Records of the County of Contra Costa, State of California;

20. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Julie Blade, on Behalf of the Owners of Real Property within Project 54B for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on July September, 2020, as Document No. 2020-0212147, in the Official Records of the County of Contra Costa, State of California;

21. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Kelly Boruszewski, on Behalf of the Owners of Real Property within Project 55A for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212146, in the Official Records of the County of Contra Costa, State of California;

22. Order Granting Petition by Third Walnut Creek Mutual, a California Nonprofit Mutual Benefit Corporation, and Penny Ittner, on Behalf of the Owners of Real Property within Project 55B for Approval of Master Declaration of Covenants, Conditions and Restrictions Pursuant to California Civil Code section 4275, recorded on September 22, 2020, as Document No. 2020-0212145, in the Official Records of the County of Contra Costa, State of California;

EXHIBIT J

LIST OF DECLARATIONS OF ADOPTION OF MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (SUPERMAJORITY APPROVAL PROJECTS)

1. Declaration of Adoption of Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual (Project 26), recorded on July 29, 2020, as Document No. 2020-0155389-00, in the Official Records of the County of Contra Costa, State of California;
2. Declaration of Adoption of Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual (Project 32), recorded on July 29, 2020, as Document No. 2020-0155386-00, in the Official Records of the County of Contra Costa, State of California;
3. Declaration of Adoption of Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual (Project 34), recorded on July 29, 2020, as Document No. 2020-0155387-00, in the Official Records of the County of Contra Costa, State of California;
4. Declaration of Adoption of Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual (Project 44), recorded on July 29, 2020, as Document No. 2020-0155384-00, in the Official Records of the County of Contra Costa, State of California;
5. Declaration of Adoption of Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual (Project 50-B), recorded on July 29, 2020, as Document No. 2020-0155385-00, in the Official Records of the County of Contra Costa, State of California;
6. Declaration of Adoption of Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual (Project 64), recorded on July 29, 2020, as Document No. 2020-0155388-00, in the Official Records of the County of Contra Costa, State of California;

County Clerk-Recorder
555 Escobar Street
Martinez, California 94553-0135
925.335.7900
925.335.7926 fax

Contra
Costa
County



Elizabeth Gutierrez
Assistant County Clerk-Recorder

NOTICE

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

**RECORDED AT THE REQUEST OF AND
WHEN RECORDED RETURN TO:**

THIRD WALNUT CREEK MUTUAL
Mutuals' Board Office
Attn: Lucy Limon
1001 Golden Rain Road
Walnut Creek, CA 94595-0987



CONTRA COSTA Co Recorder Office
KRISTIN B. CONNELLY, Clerk-Recorder

DOC - 2023-0090603

Tuesday, Sep 19, 2023 12:26:04

SB2 Fee: \$75.00



Total Paid: \$104.00

Receipt#: 202300081665

0000 - Public

225 / SQPC / 115

**FIRST AMENDMENT TO MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
THIRD WALNUT CREEK MUTUAL**

This First Amendment to the Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual (the "First Amendment") is made on the date hereinafter set forth by THIRD WALNUT CREEK MUTUAL, a California nonprofit mutual benefit corporation (the "Mutual").

RECITALS

A. WHEREAS, an instrument entitled "Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual" was recorded on October 14, 2020 as Document No. 2020-0237602 in the Official Records of Contra Costa County, California (the "Declaration").

B. WHEREAS, the Declaration establishes certain limitations, easements, covenants, conditions, restrictions, liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in those certain parcels of real property located in the City of Walnut Creek, Contra Costa County, State of California, and as described in the Declaration.

C. WHEREAS, all of the real property described in the Declaration, including all improvements thereon, constitute a "condominium project" within the meaning of California Civil Code section 1351(f).

D. WHEREAS, the Mutual desires to amend the Declaration as set forth below.

E. WHEREAS, pursuant to Article 12 of the Declaration, the Declaration may be amended by the affirmative vote of Members representing at least a majority of the Total Voting Power of the Mutual.

F. WHEREAS, all approvals required to amend the Declaration have been obtained.

NOW, THEREFORE, the Mutual amends the Declaration as set forth in this First Amendment.

1. **Article 1.21 (“District”) of the Declaration shall be deleted in its entirety, and shall be replaced with the following:**

1.21 District. “District” shall mean an administrative division of the Development consisting of one or more Projects as set forth in Bylaw 6.2. Each District shall elect its own representative Director as set forth in the Bylaws.

2. **Article 1.37 (“Member in Good Standing”) of the Declaration shall be deleted in its entirety, and shall be replaced with the following:**

1.37 Member in Good Standing. “Member in Good Standing” shall mean a Member of the Mutual who satisfies the criteria outlined in Bylaw 3.18.

3. **Article 2.3 (“Voting”) of the Declaration shall be deleted in its entirety, and shall be replaced with the following:**

2.3 Voting. Every Member shall be entitled to vote, and only one vote shall be cast for each Condominium, as more particularly set forth in the Bylaws.

IN WITNESS WHEREOF, the undersigned duly authorized officer, on behalf of the Declarant THIRD WALNUT CREEK MUTUAL, has executed this Amendment on this 8th day of September, 2023.

THIRD WALNUT CREEK MUTUAL

By: Thomas Lauck
Thomas Lauck, President

ACKNOWLEDGMENT

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

State of ~~California~~ California
County of Contra Costa

On 9-8-23 before me, Karen Krath, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Krath (Seal)



**CERTIFICATION OF THE FIRST AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE THIRD WALNUT CREEK MUTUAL**

WHEREAS, an instrument entitled "Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual" was recorded on October 14, 2020 as Document No. 2020-0237602 in the Official Records of Contra Costa County, California (the "Declaration").

WHEREAS, the original Declaration allowed for the amendment of the Master Declaration of Covenants, Conditions and Restrictions upon a vote in favor of amendment by the requisite percentage of the Members entitled to vote.

NOW THEREFORE, I declare that a vote was taken of all Members entitled to vote and that in excess of the requisite percentage of the Members voted in favor of adopting the First Amendment of the Master Declaration of Covenants, Conditions and Restrictions for the Third Walnut Creek Mutual.

The First Amendment of the Master Declaration of Covenants, Conditions and Restrictions for the Third Walnut Creek Mutual shall replace the articles noted in the Amendment and be in full force and effect from the date of this Certification.

Dated this 8th day of September, 2023.



Thomas Lauck, President
Third Walnut Creek Mutual

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

On 9-8-23 before me, Karen Kruth, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)



**RECORDED AT THE REQUEST OF AND
WHEN RECORDED RETURN TO:**



CONTRA COSTA Co Recorder Office
KRISTIN B. CONNELLY, Clerk-Recorder
DOC - 2025-0107116
Monday, Oct 13, 2025 16:05:23
SB2 Fee: \$75.00



THIRD WALNUT CREEK MUTUAL
Mutuals' Board Office
Attn: Lucy Limon
1001 Golden Rain Road
Walnut Creek, CA 94595-0987

Total Paid: \$116.00
0000 - Public

Receipt#: 202500104294

211 / WINDOW3 / 1-9

**SECOND AMENDMENT TO MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
THIRD WALNUT CREEK MUTUAL**

This Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual (the "Second Amendment") is made on the date hereinafter set forth by THIRD WALNUT CREEK MUTUAL, a California nonprofit mutual benefit corporation (the "Mutual").

RECITALS

A. WHEREAS, an instrument entitled "Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual" was recorded on October 14, 2020 as Document No. 2020-0237602 in the Official Records of Contra Costa County, California (the "Declaration"), for the property described as follows: See Exhibit A, attached hereto and made a part of this Amendment.

B. WHEREAS, the Declaration establishes certain limitations, easements, covenants, conditions, restrictions, liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in those certain parcels of real property located in the City of Walnut Creek, Contra Costa County, State of California, and as described in the Declaration.

C. WHEREAS, all of the real property described in the Declaration, including all improvements thereon, constitute a "condominium project" within the meaning of California Civil Code section 1351(f).

D. WHEREAS, the Mutual desires to amend the Declaration as set forth below.

E. WHEREAS, pursuant to Article 12 of the Declaration, the Declaration may be amended by the affirmative vote of Members representing at least a majority of the Total Voting Power of the Mutual.

F. WHEREAS, all approvals required to amend the Declaration have been obtained.

NOW, THEREFORE, the Mutual amends the Declaration as set forth in this Second Amendment.

1. Article 10.2.3 (“Dollar Limit”) of the Declaration shall be deleted in its entirety, and shall be replaced with the following:

10.2.3 Dollar Limit. The dollar amount of the Mutual’s Property Insurance policy shall be the best and highest amount available, i.e., full insurable replacement value, taking into consideration availability and affordability of the premium. If coverage of less than the full insurable replacement value of the covered property described in Section 10.2.1 is not available or if the premium is cost prohibitive, the Mutual shall obtain coverage for the highest percentage of insurable replacement value that is available for a premium that is not cost prohibitive and is economically feasible. When considering economic feasibility, the board should consider all available factors, including but not limited to:

- (a) A risk analysis/risk assessment obtained from a qualified risk manager or a qualified insurance broker including an analysis of possible maximum loss scenarios.
- (b) Undertaking inspections and implementing actions to mitigate casualty risks, e.g., clearing brush/trees and establishing fire breaks at building perimeters.
- (c) Evaluating cost effectiveness at different percentages of coverage.
- (d) Such other financial factors and risk mitigations actions that a reasonable board of directors would consider under the same or similar circumstances.

2. Article 10.3 (“FNMA, FHLMC and FHA Requirements”) of the Declaration shall be deleted in its entirety.

IN WITNESS WHEREOF, the undersigned duly authorized officer, on behalf of the Declarant **THIRD WALNUT CREEK MUTUAL**, has executed this Amendment on this 1ST day of JULY, 2024.

THIRD WALNUT CREEK MUTUAL

By: Thomas Lauck
Thomas Lauck, President

**CERTIFICATION OF THE SECOND AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE THIRD WALNUT CREEK MUTUAL**

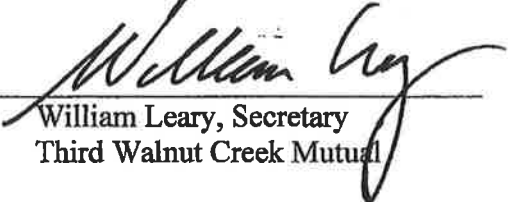
WHEREAS an instrument entitled "Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual" was recorded on October 14, 2020 as Document No. 2020-0237602 in the Official Records of Contra Costa County, California (the "Declaration"), for the property described as follows: See Exhibit A, attached hereto and made a part of this Amendment.

WHEREAS, the original Declaration allowed for the amendment of the Master Declaration of Covenants, Conditions and Restrictions upon a vote in favor of amendment by the requisite percentage of the Members entitled to vote.

NOW THEREFORE, I declare that a vote was taken of all Members entitled to vote and that in excess of the requisite percentage of the Members voted in favor of adopting the Second Amendment of the Master Declaration of Covenants, Conditions and Restrictions for the Third Walnut Creek Mutual.

The Second Amendment of the Master Declaration of Covenants, Conditions and Restrictions for the Third Walnut Creek Mutual shall replace the articles noted in the Amendment and be in full force and effect from the date of this Certification.

Dated this 1ST day of JULY, 2024.



William Leary, Secretary
Third Walnut Creek Mutual

EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY COMPRISING
THIRD WALNUT CREEK MUTUAL**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF WALNUT CREEK, DESCRIBED AS FOLLOWS:

DISTRICT III (Projects 49, 54)

Project 49

LOT 1, AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 5219 (MUTUAL NO. 49)", FILED DECEMBER 26, 1978, IN BOOK 220 OF MAPS, PAGES 13, 14 AND 15, CONTRA COSTA COUNTY RECORDS.

Project 54

LOT 3 AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 5218 (MUTUAL NO. 48)", FILED DECEMBER 26, 1978, IN BOOK 220 OF MAPS, PAGES 9, 10, 11 AND 12, CONTRA COSTA COUNTY RECORDS.

DISTRICT IV (Projects 26, 35)

Project 26

LOT 1 AND 2, AS SAID LOTS ARE SHOWN ON THE MAP OF "SUBDIVISION 4008, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 1, 1970, IN BOOK 131 OF MAPS, PAGES 35, 36 AND 37, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THAT CERTAIN AREA DESIGNATED AS PTARMIGAN DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4008.

Project 35

LOT 1 AND 2, AS SAID LOTS ARE SHOWN ON THE MAP OF "SUBDIVISION 4431 (MUTUAL NO. 35), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MARCH 22, 1973, IN BOOK 156 OF MAPS, PAGES 9, 10 AND 11, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THAT CERTAIN AREA DESIGNATED AS TERRA GRANADA DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4431.

DISTRICT V (Project 33)

Project 33

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 4414 MUTUAL 33, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MAY 24, 1973, IN BOOK 157 OF MAPS, PAGES 39, 40 AND 41, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THAT CERTAIN AREA DESIGNATED AS TERRA GRANADA DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4414.

DISTRICT VII (Project 51)

Project 51

LOTS 1 AND 2, AS SHOWN ON THE MAP OF SUBDIVISION 5240, MUTUAL 51, FILED OCTOBER 25, 1984, IN MAP BOOK 284, PAGE 1, CONTRA COSTA COUNTY RECORDS.

DISTRICT IX (Project 45)

Project 45

LOTS 1, 2, 3, AND 4, SUBDIVISION 4850, AS SHOWN ON THE MAP OF "SUBDIVISION 4850, (MUTUAL 45), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED OCTOBER 13, 1976, IN BOOK 190 OF MAPS, PAGES 34 THROUGH 37, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

DISTRICT X (Project 42, 44)

Project 42

LOT 1, SUBDIVISION 4728, AS SHOWN ON THE MAP OF "SUBDIVISION 4728, (MUTUAL 42), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JANUARY 22, 1976, IN BOOK 181 OF MAPS, PAGES 42, 43 AND 44, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

Project 44

LOT 1, SUBDIVISION 4817, AS SHOWN ON THE MAP OF "SUBDIVISION 4817, (MUTUAL 44), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED APRIL 21, 1976, IN BOOK 183 OF MAPS, PAGES 38, 39 AND 40, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

DISTRICT XIII (Projects 34, 38, 64)

Project 34

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 4415 (MUTUAL NO. 34), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MAY 3, 1973, IN BOOK 157 OF MAPS, PAGES 3, 4 AND 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THAT CERTAIN AREA DESIGNATED AS CAMPHOR DRIVE, AS SHOWN ON SAID MAP OF SUBDIVISION 4415.

Project 38

LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4553 (MUTUAL 38), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JANUARY 25, 1974, IN BOOK 166 OF MAPS, PAGES 30, 31 AND 32, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THOSE AREAS DESIGNATED AS ROSSMOOR PARKWAY, TERRA CALIFORNIA DRIVE AND CACTUS COURT, AS SHOWN ON SAID MAP OF SUBDIVISION 4553.

Project 64

LOTS 1, AS SHOWN ON THE MAP OF SUBDIVISION 7403, FILED JUNE 22, 1990, IN MAP BOOK 348, PAGE 38, CONTRA COSTA COUNTY RECORDS.

DISTRICT XIV (Projects 36, 37)

Project 36

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 4436 (MUTUAL NO. 36), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 19, 1973, IN BOOK 160 OF MAPS, PAGES 23, 24 AND 25, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THOSE AREAS DESIGNATED AS ROSSMOOR PARKWAY, GOLDEN RAIN ROAD, CACTUS COURT AND TERRA CALIFORNIA DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4436.

Project 37

LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4511, MUTUAL 37, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED SEPTEMBER 21, 1973, IN BOOK 163 OF MAPS, PAGES 28, 29 AND 30, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY

EXCEPTING THEREFORM:

ALL THOSE AREAS DESIGNATED AS CACTUS COURT AND TERRA CALIFORNIA DRIVE, AS SHOWN ON SAID MAP OF SUBDIVISION 4511.

DISTRICT XV (Projects 27,31,32)

Project 27

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 4128, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MAY 5, 1971, IN BOOK 136 OF MAPS, PAGES 47 TO 49, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

Project 31

LOT 1, AS SHOWN ON THE MAP OF 'SUBDIVISION 4347, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED NOVEMBER 22, 1972, IN BOOK 152 OF MAPS, PAGES 41, 42 AND 43, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THAT CERTAIN AREA DESIGNATED AS PTARMIGAN DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4347.

Project 32

LOT 1, AS SHOWN ON THE MAP OF 'SUBDIVISION 4348, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED DECEMBER 1, 1972, IN BOOK 152 OF MAPS, PAGES 44, 45 AND 46, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THAT CERTAIN AREA DESIGNATED AS PTARMIGAN DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4348.

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

On 4/1/24 before me, Karen Kruth, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Karen Kruth (Seal)

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

On July 1, 2024 before me, Karen Kruth, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)



**RECORDED AT THE REQUEST OF AND
WHEN RECORDED RETURN TO:**



CONTRA COSTA Co Recorder Office
KRISTIN B. CONNELLY, Clerk-Recorder

DOC - 2025-0107117

Monday, Oct 13, 2025 16:05:23

SB2 Fee: \$75.00



THIRD WALNUT CREEK MUTUAL

Mutuals' Board Office

Attn: Lucy Limon

1001 Golden Rain Road

Walnut Creek, CA 94595-0987

Total Paid: \$116.00

Receipt#: 202500104294

0000 - Public

211 / WINDOW3 / 1-9

**THIRD AMENDMENT TO MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
THIRD WALNUT CREEK MUTUAL**

This Third Amendment to the Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual (the "Third Amendment") is made on the date hereinafter set forth by THIRD WALNUT CREEK MUTUAL, a California nonprofit mutual benefit corporation (the "Mutual").

RECITALS

A. WHEREAS, an instrument entitled "Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual" was recorded on October 14, 2020 as Document No. 2020-0237602 in the Official Records of Contra Costa County, California (the "Declaration"), for the property described as follows: See Exhibit A, attached hereto and made a part of this Amendment.

B. WHEREAS, the Declaration establishes certain limitations, easements, covenants, conditions, restrictions, liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in those certain parcels of real property located in the City of Walnut Creek, Contra Costa County, State of California, and as described in the Declaration.

C. WHEREAS, all of the real property described in the Declaration, including all improvements thereon, constitute a "condominium project" within the meaning of California Civil Code section 1351(f).

D. WHEREAS, the Mutual desires to amend the Declaration as set forth below.

E. WHEREAS, pursuant to Article 12 of the Declaration, the Declaration may be amended by the affirmative vote of Members representing at least a majority of the Total Voting Power of the Mutual.

F. WHEREAS, all approvals required to amend the Declaration have been obtained.

NOW, THEREFORE, the Mutual amends the Declaration as set forth in this Third Amendment, as follows:

1. Cover Sheet of Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual the NOTICE OF RENTAL RESTRICTIONS shall be deleted in its entirety, and shall be replaced with the following:

Please note that the Third Walnut Creek Mutual has a rental restriction that requires new owners to reside in their unit for at least one year prior to renting or leasing their unit. No more than 25% of the units in each Project may be rented at any time. You are directed to review the restrictions contained in Article 5 of these CC&Rs.

2. Article 5.1(c) Requirements for Renting shall be deleted in its entirety and replaced as follows:
"Section 5.1 (c) Owners who have resided in their unit for at least one year after purchasing their unit may rent/lease their unit for a period of 12 months. The lease may be extended by contacting the Membership Department at least 30 days prior to the end of the 12-month period."
3. New Article 5.1(d) added as follows:
"Article 5.1(d) No more than 25% of the units in each Project may be rented at any time."
4. Current Article 5.1(d) and (e) shall be renumbered as Article 5.1(f) and (g).
5. Article 5.4 Hardship Waivers shall be deleted in its entirety.
6. Article 5.11 Owner Prohibited from Using Common Facilities While Unit Rented shall be removed in its entirety and replaced as follows:
"Article 5.11 Owner Use of Common Facilities While Unit Rented. Any owner who leases or rents his or her Unit shall be entitled to use and enjoy any common facility during the period the Unit is occupied by a tenant or tenants."

IN WITNESS WHEREOF, the undersigned duly authorized officer, on behalf of the Declarant THIRD WALNUT CREEK MUTUAL, has executed this Amendment on this 4 day of APRIL, 2025.

THIRD WALNUT CREEK MUTUAL

By: Thomas Lauck
Thomas Lauck, President

**CERTIFICATION OF THE THIRD AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE THIRD WALNUT CREEK MUTUAL**

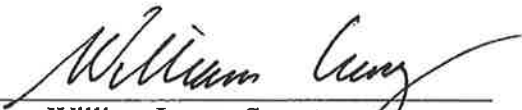
WHEREAS an instrument entitled "Master Declaration of Covenants, Conditions and Restrictions of Third Walnut Creek Mutual" was recorded on October 14, 2020 as Document No. 2020-0237602 in the Official Records of Contra Costa County, California (the "Declaration"), for the property described as follows: See Exhibit A, attached hereto and made a part of this Amendment.

WHEREAS, the original Declaration allowed for the amendment of the Master Declaration of Covenants, Conditions and Restrictions upon a vote in favor of amendment by the requisite percentage of the Members entitled to vote.

NOW THEREFORE, I declare that a vote was taken of all Members entitled to vote and that in excess of the requisite percentage of the Members voted in favor of adopting the Third Amendment of the Master Declaration of Covenants, Conditions and Restrictions for the Third Walnut Creek Mutual.

The Third Amendment of the Master Declaration of Covenants, Conditions and Restrictions for the Third Walnut Creek Mutual shall replace the articles noted in the Amendment and be in full force and effect from the date of this Certification.

Dated this 4th day of April, 2025.



William Leary, Secretary
Third Walnut Creek Mutual

EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY COMPRISING
THIRD WALNUT CREEK MUTUAL**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF WALNUT CREEK, DESCRIBED AS FOLLOWS:

DISTRICT III (Projects 49, 54)

Project 49

LOT 1, AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 5219 (MUTUAL NO. 49)", FILED DECEMBER 26, 1978, IN BOOK 220 OF MAPS, PAGES 13, 14 AND 15, CONTRA COSTA COUNTY RECORDS.

Project 54

LOT 3 AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 5218 (MUTUAL NO. 48)", FILED DECEMBER 26, 1978, IN BOOK 220 OF MAPS, PAGES 9, 10, 11 AND 12, CONTRA COSTA COUNTY RECORDS.

DISTRICT IV (Projects 26, 35)

Project 26

LOT 1 AND 2, AS SAID LOTS ARE SHOWN ON THE MAP OF "SUBDIVISION 4008, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 1, 1970, IN BOOK 131 OF MAPS, PAGES 35, 36 AND 37, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THAT CERTAIN AREA DESIGNATED AS PTARMIGAN DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4008.

Project 35

LOT 1 AND 2, AS SAID LOTS ARE SHOWN ON THE MAP OF "SUBDIVISION 4431 (MUTUAL NO. 35), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MARCH 22, 1973, IN BOOK 156 OF MAPS, PAGES 9, 10 AND 11, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THAT CERTAIN AREA DESIGNATED AS TERRA GRANADA DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4431.

DISTRICT V (Project 33)

Project 33

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 4414 MUTUAL 33, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MAY 24, 1973, IN BOOK 157 OF MAPS, PAGES 39, 40 AND 41, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THAT CERTAIN AREA DESIGNATED AS TERRA GRANADA DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4414.

DISTRICT VII (Project 51)

Project 51

LOTS 1 AND 2, AS SHOWN ON THE MAP OF SUBDIVISION 5240, MUTUAL 51, FILED OCTOBER 25, 1984, IN MAP BOOK 284, PAGE 1, CONTRA COSTA COUNTY RECORDS.

DISTRICT IX (Project 45)

Project 45

LOTS 1, 2, 3, AND 4, SUBDIVISION 4850, AS SHOWN ON THE MAP OF "SUBDIVISION 4850, (MUTUAL 45), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED OCTOBER 13, 1976, IN BOOK 190 OF MAPS, PAGES 34 THROUGH 37, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

DISTRICT X (Project 42, 44)

Project 42

LOT 1, SUBDIVISION 4728, AS SHOWN ON THE MAP OF "SUBDIVISION 4728, (MUTUAL 42), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JANUARY 22, 1976, IN BOOK 181 OF MAPS, PAGES 42, 43 AND 44, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

Project 44

LOT 1, SUBDIVISION 4817, AS SHOWN ON THE MAP OF "SUBDIVISION 4817, (MUTUAL 44), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED APRIL 21, 1976, IN BOOK 183 OF MAPS, PAGES 38, 39 AND 40, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

DISTRICT XIII (Projects 34, 38, 64)

Project 34

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 4415 (MUTUAL NO. 34), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MAY 3, 1973, IN BOOK 157 OF MAPS, PAGES 3, 4 AND 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THAT CERTAIN AREA DESIGNATED AS CAMPHOR DRIVE, AS SHOWN ON SAID MAP OF SUBDIVISION 4415.

Project 38

LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4553 (MUTUAL 38), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JANUARY 25, 1974, IN BOOK 166 OF MAPS, PAGES 30, 31 AND 32, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THOSE AREAS DESIGNATED AS ROSSMOOR PARKWAY, TERRA CALIFORNIA DRIVE AND CACTUS COURT, AS SHOWN ON SAID MAP OF SUBDIVISION 4553.

Project 64

LOTS 1, AS SHOWN ON THE MAP OF SUBDIVISION 7403, FILED JUNE 22, 1990, IN MAP BOOK 348, PAGE 38, CONTRA COSTA COUNTY RECORDS.

DISTRICT XIV (Projects 36, 37)

Project 36

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 4436 (MUTUAL NO. 36), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 19, 1973, IN BOOK 160 OF MAPS, PAGES 23, 24 AND 25, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THOSE AREAS DESIGNATED AS ROSSMOOR PARKWAY, GOLDEN RAIN ROAD, CACTUS COURT AND TERRA CALIFORNIA DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4436.

Project 37

LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4511, MUTUAL 37, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED SEPTEMBER 21, 1973, IN BOOK 163 OF MAPS, PAGES 28, 29 AND 30, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY

EXCEPTING THEREFORM:

ALL THOSE AREAS DESIGNATED AS CACTUS COURT AND TERRA CALIFORNIA DRIVE, AS SHOWN ON SAID MAP OF SUBDIVISION 4511.

DISTRICT XV (Projects 27, 31, 32)

Project 27

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 4128, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MAY 5, 1971, IN BOOK 136 OF MAPS, PAGES 47 TO 49, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

Project 31

LOT 1, AS SHOWN ON THE MAP OF 'SUBDIVISION 4347, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA', FILED NOVEMBER 22, 1972, IN BOOK 152 OF MAPS, PAGES 41, 42 AND 43, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THAT CERTAIN AREA DESIGNATED AS PTARMIGAN DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4347.

Project 32

LOT 1, AS SHOWN ON THE MAP OF 'SUBDIVISION 4348, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA', FILED DECEMBER 1, 1972, IN BOOK 152 OF MAPS, PAGES 44, 45 AND 46, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFORM:

ALL THAT CERTAIN AREA DESIGNATED AS PTARMIGAN DRIVE AS SHOWN ON SAID MAP OF SUBDIVISION 4348.

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

On 4-4-25 before me, Karen Kruth, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)



ACKNOWLEDGMENT

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

State of California
County of Contra Costa

On 4-4-25 before me, Karen Kruth, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)





ROSSMOOR
WALNUT CREEK

**Third Walnut Creek Mutual
Covenants, Conditions and Restrictions**

Project Twenty-Three

If these documents contain any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates State and Federal Fair Housing Laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Recording Requested By &
When Recorded Return To:

THIRD WALNUT CREEK MUTUAL
[SUCCESSOR TO WALNUT CREEK MUTUAL NO. 23]
c/o ANGIUS & TERRY LLP
P.O. Box 8077
Walnut Creek, CA 94596
925/939-9933



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2001-0308310-00

Check Number

Friday, OCT 12, 2001 09:22:42

MIC \$1.00 MOD \$3.00 REC \$7.00

TCF \$2.00

Ttl Pd \$13.00

Nbr-0000564227

lrc/R9/1-3

**FIRST AMENDMENT TO THE AGREEMENT ESTABLISHING COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
Third Walnut Creek Mutual – Project No. Twenty-Three
[Previously Known as Walnut Creek Mutual No. Twenty-Three]**

This Document is being recorded to remove provisions in compliance with
Civil Code Section 1352.5 and Government Code Sections 12955 and 12956.1

ANGIUS & TERRY LLP
1333 N. Calif Blvd., Ste. 435
P. O. Box 8077
Walnut Creek, CA 94596
(925) 939-9933

CERTIFICATION

We, the undersigned, hereby certify, under penalty of perjury pursuant to the laws of the State of California, that this Amendment to "Agreement Establishing Covenants, Conditions and Restrictions" for Third Walnut Creek Mutual's Project Twenty-Three" (the Agreement was recorded on August 11, 1970), was adopted in accordance with Civil Code Section 1352.5 and Government Code Sections 12955 and 12956.1, and duly approved and adopted by the Board of Directors for Third Walnut Creek Mutual and Golden Rain Foundation.

THIRD WALNUT CREEK MUTUAL

By: Anthony E. LeCarra
(Signature)

ANTHONY E. LECARRA
(Print Name)

President or Secretary of the Mutual
(Title)

Date: January 12, 2001.

GOLDEN RAIN FOUNDATION

By: Joanna MacClelland
(Signature)

JOANNA MACCLELLAND
(Print Name)

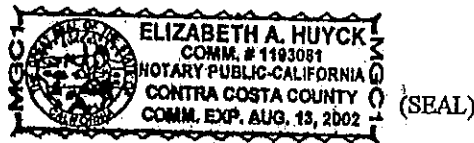
President or Secretary of Golden Rain Foundation
(Title)

Date: July 30, 2001.

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) ss.

On 1-12-01, before me, Notary Public, personally appeared Anthony E. LeCarra personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

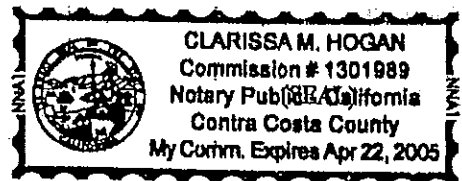
Elizabeth A. Huyck
Notary's Signature



STATE OF CALIFORNIA)
COUNTY OF Contra Costa) ss.

On 7-30-01, before me, Notary Public, personally appeared Joanna MacClelland personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Clarissa M. Hogan
Notary's Signature



8. OCCUPANCY: The property subject hereto shall be used, occupied and developed only for the private residential purposes, and the temporary uses to which reference is made in paragraph 9.

A. No person shall reside in or occupy any residence or dwelling on the property subject hereto except

(1) Natural persons [**TEXT OMITTED**] for whom payment for membership fee and current dues, charges, and assessments of the Foundation are not delinquent and who comply with the By-Laws, Rules and Regulations of the Foundation as they now exist or from time to time are adopted; and

(2) Members of the immediate family of the persons listed in subparagraph (1) above who may be permitted temporary occupancy by the Foundation under its Rules and Regulations as they now exist or are from time to time adopted.

B. In the event a residential unit is occupied by one not the owner thereof, both the owner and the occupant shall be personally liable, jointly and severally, for the dues, charges and assessments of the Foundation.

C. [**TEXT OMITTED**]

9. NON-RESIDENTIAL USES: No professional, commercial, or industrial uses of any kind shall be conducted or permitted in or upon any of the property subject hereto except temporary uses related to or required in connection with the development and sale for residential purposes of the property subject hereto. In no event shall any temporary use be conducted or permitted for more than three (3) years, without the written consent of the Foundation.

10. VEHICLES: No vehicles other than golf carts, passenger automobiles and station wagons shall be parked or stored upon any property subject hereto except in areas, if any, which may be designated exclusively for the parking or storage of vehicles other than golf carts, passenger automobiles and station wagons. No vehicle shall be repaired or rebuilt on any of the property subject hereto.

11. MAINTENANCE-LIEN: All property subject hereto shall be landscaped, planted and maintained and the exteriors of all structures on the property subject hereto shall be repaired and maintained to the level and standard that is established from time to time by and for the property and structures of Foundation and Mutuals situate on the real property described in Exhibit B.

In the event the owner of any property covered hereby fails to landscape, plant, repair and maintain said property to such level and standard, Foundation, in addition to any other remedy, may perform or cause performance of such work as may be required to achieve and maintain the appropriate standard

Recording Requested By &
When Recorded Return To:

08/13/2001, 20010238439

THIRD WALNUT CREEK MUTUAL
[SUCCESSOR TO WALNUT CREEK MUTUAL NO. TWENTY-THREE]
c/o ANGIUS & TERRY LLP
P.O. Box 8077
Walnut Creek, CA 94596
925/939-9933

First Amendment to the Declaration of Covenants, Conditions & Restrictions
for
Third Walnut Creek Mutual -- Project No. Twenty-Three
[Previously Known as Walnut Creek Mutual No. Twenty-Three]

This Document is being recorded to remove provisions in compliance with
Civil Code Section 1352.5 and Government Code Sections 12955 and 12956.1

ANGIUS & TERRY LLP
1333 N. Calif. Blvd., Ste. 435
P. O. Box 8077
Walnut Creek, CA 94596
(925) 939-9933

20. "Vote" means the vote of the Owners or persons designated by the Owners entitled to vote at a duly held regular or special meeting of the members of the Mutual unless otherwise provided.

ARTICLE II

USE RESTRICTIONS

The Units and Common Areas shall be occupied and used only as follows:

1. Each Unit shall be used as a private dwelling, and for no other purpose except such temporary uses as may be related to and required in connection with the development of the Project and sale of Condominiums by Declarant. In no event shall any such temporary use be permitted for more than three (3) years without the consent of Foundation.

[TEXT OMITTED]

2. Subject to the provisions of these restrictions, use of the Common Areas shall be in accordance with and subject to limitation as determined by the Mutual. Use of the Limited Common Areas shall be subject to the limitations set forth in Article VI hereof. There shall be no obstruction of the Common Areas and nothing shall be stored therein without the consent of the Board. No waste shall be committed in the Common Areas.

3. Nothing shall be done or kept in any Unit or in any Common Area which will increase the rate of insurance on any Common Area without the approval of the Mutual. No Owner shall permit anything to be done or kept in his Unit or in any Common Area which will result in the cancellation of insurance on any Common Area or which would be in violation of any law.

CERTIFICATION

We, the undersigned, hereby certify, under penalty of perjury pursuant to the laws of the State of California, that this "First Amendment to the Declaration of Covenants, Conditions and Restrictions" (the Declaration was recorded on August 11, 1970) has been adopted to remove discriminatory language in accordance with Civil Code Section 1352.5 and Government Code Sections 12955 and 12956.1, and has been duly approved and adopted by the Mutual's Board of Directors.

THIRD WALNUT CREEK MUTUAL
[SUCCESSOR TO WALNUT CREEK MUTUAL NO. TWENTY-THREE]

By: Anthony E. LeCarra
(Signature)

ANTHONY E. LECARRA
(Print Name)

President of the Association
(Title)

Date: January 12, 2000.

THIRD WALNUT CREEK MUTUAL
[SUCCESSOR TO WALNUT CREEK MUTUAL NO. TWENTY-THREE]

By: Robert Duncan Carter
(Signature)

Robert Duncan Carter
(Print Name)

Secretary of the Association
(Title)

Date: January 11, 2000.

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) ss.

On 1-12-01, before me, Notary Public, personally appeared Anthony E. LeCarra personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their/ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Elizabeth A. Huyck
Notary's Signature



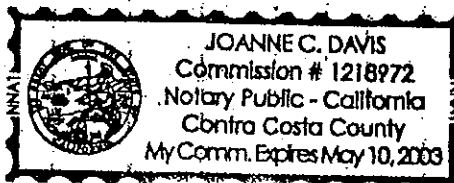
(SEAL)

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) ss.

On 1-11-01, before me, Notary Public, personally appeared Robert Duncan Carter personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their/ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joanne C. Davis
Notary's Signature



(SEAL)

PROJECT TWENTY-THREE

WALNUT CREEK MUTUAL NO. TWENTY-THREE

**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS**

The Declaration of Covenants, Conditions and Restrictions were recorded on August 11, 1970 in Book No. 6190 of Official Records of Contra Costa County, Page No. 408.

**AGREEMENT ESTABLISHING
COVENANTS, CONDITIONS & RESTRICTIONS**

The Agreement Establishing Covenants, Conditions and Restrictions were recorded on August 11, 1970 in Book No. 6190 of Official Records of Contra Costa County, Page No. 393.

5722
AUG 23 1970

New 23

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, Declarant, Terra California, the owner of certain real property in the County of Contra Costa, State of California, described in Exhibit B attached hereto, is desirous of improving the real property described in Exhibit A (hereinafter defined as the "Project") as an increment of construction of a condominium complex to be developed on the land described in Exhibit B (said total condominium complex is hereinafter referred to as "The Development"); and

WHEREAS, it is declared that these covenants, conditions and restrictions are intended to benefit the owners of condominium units and their successors, the Project and other projects as they may be subjected to these covenants, conditions and restrictions:

NOW, THEREFORE, pursuant to Chapter I of Title 6 of Part 4 of Division Second of the California Civil Code, Declarant hereby declares that the Real Property described in Exhibit A is and shall be held, conveyed, encumbered, leased and used subject to the following uniform restrictions, covenants, conditions and equitable servitudes. Any conveyance or conveyances made by Declarant of a Condominium (as hereinafter defined) in the Project or by a successor to Declarant as developer of the Project will incorporate by reference these restrictions. The restrictions set forth herein shall run with the real property included within the Project, shall be binding upon all persons having or acquiring any interest in such Project or any part thereof, shall inure to the benefit of every portion of such Project and any interest therein, and shall inure to the benefit of and be enforceable by, and shall be binding upon, Declarant, any successor in interest of Declarant, any Owner, and the Mutual. Declarant may hereafter subject additional

THE UNDERSIGNED HAVE CONSIDERED THESE
COVENANTS, CONDITIONS AND RESTRICTIONS
AND HAVE AGREED TO BE BOUND BY THEM
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of August 1970.
Terra California
By: _____
Title: _____

RECORDED AT REQUEST OF
Terra California and Terra Company
AUG 23 1970
CONTRA COSTA COUNTY RECORDS
V. T. PAASCH
COUNTY RECORDER
SPES 4440

portions of the Exhibit B land to these restrictions by the recordation of a supplement to these restrictions.

ARTICLE I

Definitions

Unless the context otherwise requires:

1. "Approval" of the Foundation or the Architectural Control Committee means prior written approval.
2. "Architectural Control Committee" means the Committee appointed pursuant to Article VIII.
3. "Board" means the Board of Directors of the Mutual.
4. "Building" means any structure in the Common Area which contains one or more Units.
5. "By-Laws" means the by-laws of Walnut Creek Mutual No. Twenty-Three.
6. "Common Area" means all of that portion of the Project not within a Unit shown on the Plan of the Project, together with all improvements thereto.
7. "Condominium" means the property in the Project conveyed by a deed to the grantee thereof. "Proposed Condominium" means the property in any Project which is intended to be conveyed by a Deed as a Condominium as shown on the Plan of the Project but which has not been so conveyed by Declarants.
8. "Declarant" means Terra California, a California corporation, or its successors in interest.
9. "Foundation" means the Golden Rain Foundation of Walnut Creek, a California non-profit corporation.

10. "Limited Common Area" means any portion of the Common Area designated as such on a Plan as provided in Article VI. Except as used in Article II, Section 2, and Article VI, the term "Common Area" shall include the Limited Common Area.

11. "Manager" means the person, firm or corporation employed by the Mutual pursuant to Article III, Section 2, clause (e), and delegated duties, powers or functions of the Mutual pursuant to Article III, Section 3.

12. "Mortgage" means a mortgage or deed of trust of a Condominium. "Mortgagor" includes mortgagors, trustors under deeds of trust, and Owners of Condominiums subject to Mortgages. "Mortgagee" includes mortgagees, trustees and beneficiaries of deeds of trust, and the holders of indebtedness secured by Mortgages.

13. "Mutual" means Walnut Creek Mutual No. Twenty-Three a California non-profit corporation, or any successor or assign, whether by way of consolidation, merger, transfer or otherwise.

14. "Owner" means any person or persons, trust, estate, partnership or corporation which owns a Condominium, and Declarant with respect to each Proposed Condominium owned by it. A "Record Owner" means that person or persons, trust, estate, partnership or corporation in whom title to a Condominium is vested, as shown by the official records of the Office of the County Recorder of Contra Costa County, California. The Board, and the Owners may treat the Record Owner as Owner of a Condominium for all purposes. "Owner" and "Record Owner" do not include Mortgagees.

15. "Plan" means a plan of the type described in Section 1351 of the Civil Code which applies to the Project and has been recorded in Contra Costa County, which is made up of a diagram of the Project and these Restrictions, and which plan makes the described real

property subject to its provisions.

16. "Project" means the real property described in Exhibit A and the 39 condominium living units together with their accompanying common area in the first increment of The Development to which these covenants, conditions and restrictions apply.

17. "Restrictions" means this Declaration of Covenants, Conditions and Restrictions as amended from time to time.

18. "Rules" of the Board means rules adopted by the Mutual Board.

19. Unit means a "unit" as defined in Section 1350 (2) of the Civil Code, i.e., that portion of any Condominium or Proposed Condominium which is not owned in common with other Owners, and which is designated as a Unit in the Plan. The boundaries of a Unit are as designated in Section 1353 of the Civil Code, provided that all doors and windows of a Unit and all fixtures and utility installations located within a Unit including without limitation hot water heaters, space heaters and kitchen, bathroom and lighting fixtures, shall be a part of each Unit; provided further that soffits and furred down ceilings shall not be a part of such Unit. However, if at the time any Condominium in the Project is conveyed, one or more buildings in which Units shown on the Plan are to be located have not yet been built, each such Unit shall be deemed to have the boundaries shown on the Plan. Whenever, within (20) years after conveyance of the first Condominium in the Project, a building is built substantially in conformity with the original plans therefor as reflected by the Unit boundaries shown on the Plan for such Projects, the boundaries of all Units within such building shall thereafter be as described in the second sentence of this paragraph and the boundaries of the Common Areas shall be altered correspondingly.

20. "Vote" means the vote of the Owners or persons designated by the Owners entitled to vote at a duly held regular or special meeting of the members of the Mutual unless otherwise provided.

ARTICLE II

Use Restrictions

The Units and Common Areas shall be occupied and used only as follows:

1. Each Unit shall be used as a private dwelling, and for no other purpose except such temporary uses as may be related to and required in connection with the development of the Project and sale of Condominiums by Declarant. In no event shall any such temporary use be permitted for more than three (3) years without the consent of Foundation. No more than two (2) persons may permanently occupy a one (1) bedroom Unit or no more than three (3) persons may permanently occupy a two (2) bedroom Unit without the approval of the Mutual. No person under the age of 45 may reside in a Unit.

2. Subject to the provisions of these restrictions, use of the Common Areas shall be in accordance with and subject to limitation as determined by the Mutual. Use of the Limited Common Areas shall be subject to the limitations set forth in Article VI hereof. There shall be no obstruction of the Common Areas and nothing shall be stored therein without the consent of the Board. No waste shall be committed in the Common Areas.

3. Nothing shall be done or kept in any Unit or in any Common Area which will increase the rate of insurance on any Common Area without the approval of the Mutual. No Owner shall permit anything to be done or kept in his Unit or in any Common Area which will result in the cancellation of insurance on any Common Area or which would be in violation of any law.

4. No sign of any kind shall be displayed to the public view on or from any Unit or any Common Area, without the approval of the Mutual, except such signs as may be used by Declarant in connection with the development of the Project and Sale of condominiums, and except such signs as may be displayed in accordance with Section 712 of the California Civil Code.

5. No animals of any kind shall be raised, bred, or kept in any Unit, or in any Common Area, except that dogs, cats or other household pets may be kept in Units subject to approval of the Mutual, provided that no animal shall be kept, bred, or maintained for any commercial purpose.

6. The Owner shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. The Owner shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said premises. If by reason of the occupancy or use of said premises by the Owner the rate of insurance on the building shall be increased, the Owner shall become personally liable for the additional insurance premiums.

7. Nothing shall be done in any Unit or in, on, or to any building in any Common Area or which would structurally change any such building except as is otherwise provided herein.

8. There shall be no structural alteration, construction or removal of any building, fence or other structure in the Project (other than repairs or rebuilding pursuant to Article X hereof)

without the approval of the Architectural Control Committee as set forth in Article VIII hereof. No building, fence or other structure shall be constructed upon any portion of any Common Area other than such building and structures as shall be constructed (a) by the Declarant (or a person to whom Declarant assigns its rights as developer), or (b) by the Mutual pursuant to Article X or Article III, Section 7. Each owner hereby waives any and all right to allow, approve, reject, or permit structural changes to any Common Area located within a unit or a Common Area party wall located between two contiguous units, each of which is owned by the same owner, and hereby delegates such right to the Architectural Control Committee referred to in Article VIII hereof.

9. No professional, commercial or industrial operations of any kind shall be conducted in or upon any Unit or the Common Areas except such temporary uses referred to in paragraph 1 of this Article II.

10. Except as permitted by the Mutual, no vehicles other than golf carts, passenger automobiles and station wagons shall be parked or stored in any Common Area. No vehicle shall be repaired or rebuilt in any Common Area.

11. All Owners shall be members of the Mutual. All natural persons who are members of the Mutual shall also be members of the Foundation and all members of both the Mutual and Foundation shall comply with the terms and conditions as set forth in the Articles of Incorporation and By-Laws and any rule or regulation of the Mutual or Foundation.

12. The right to use or occupy a Unit or the sale, lease or other transfer or conveyance of the right to use or occupy a condominium shall be subject to such uniform or objective standards relating to financial responsibility and age of the proposed resident for such Unit as are now or may hereafter be set forth in these Restrictions or as are now or may hereafter be set forth in the By-Laws

of the Mutual. No restrictions on use shall be based on race, religion, or place of national origin.

13. Nothing in this article or elsewhere in these Restrictions shall limit the right of Declarant to complete construction of Common Areas and to Units owned by Declarant. The rights of Declarant hereunder and elsewhere in these Restrictions may be assigned by Declarant to any successor to all or any part of Declarant's interest in the Development, as developer, by any express assignment incorporated in a recorded deed transferring such interest to such successor.

ARTICLE III

Management

1. The Mutual is hereby designated as the management body of the Project. The members of the Mutual shall be the Owners. The initial Board of Directors of the Mutual shall be appointed by the incorporators or their successors. Thereafter, the directors shall be elected as provided in the By-Laws; provided, however, that the incorporators or their successors shall retain the right to appoint a majority of the members of the Board until one hundred twenty (120) days after the close of escrow on 51% of the condominium units in the Project, or within one year after the close of escrow for the sale of the first condominium unit in the Project, whichever first occurs.

The Mutual shall have the right and power to do all things for the management and operation of the Project. Subject to the provisions of the Articles of Incorporation and By-Laws of the Mutual and these Restrictions, the powers of the Mutual shall include but not necessarily be limited to the specific acts hereinafter enumerated or as set forth in California Civil Code Section 1355 (b), subsections 1 through 9.

2. The Mutual through its Board, and at its option, and for the benefit of the Condominium and the Owners, may acquire, and shall pay for out of the carrying charge fund hereinafter provided

for, the following:

(a) Water, sewer, garbage, electrical and gas and other necessary utility service for the Common Areas and (if not separately metered or charged) for the Units.

(b) (1) A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Common Areas, and the Units, payable as provided in Article X, or such other fire and casualty insurance as the Mutual shall determine gives substantially equal or greater protection, insuring the Owners, and their Mortgagees, as their interest may appear, and as to each of such policies which will not be voided or impaired thereby, or the premiums therefor increased thereby, the Owners, the Mutual, the Board, the Manager, and the Declarant each hereby waives and releases all claims against any of said parties and agents and employees of each of said parties, with respect to any loss covered by such insurance, whether or not caused by negligence of, or breach of any agreement by, said persons, but to the extent of the insurance proceeds received in compensation for such loss only.

(2) A policy or policies insuring the Mutual, the Board, the Declarant, the Manager and the Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas and Units, and if obtainable, a cross liability endorsement insuring each insured against liability to each other insured.

(3) Such policies may be blanket policies covering more than one Project, the property of Declarant or any of the foregoing, if the Mutual and Declarant pay their proper share of the premium. The Mutual shall be deemed trustee of the interests of all Owners in any insurance proceeds paid to it under any such policies, and shall

have full power to receive and to receipt for their interests in such proceeds and to deal therewith.

(c) Workman's compensation insurance to the extent necessary to comply with any applicable laws;

(d) Such other policies of insurance as the Mutual may deem appropriate.

(e) The services of a person or firm to manage the Common Areas (the "Manager") to the extent deemed advisable by the Mutual, as well as such other personnel as the Mutual shall determine shall be necessary or proper for the operation of the Common Areas whether such personnel are employed directly by the Mutual or are furnished by the Manager.

(f) A fidelity bond naming the members of the Board of the Mutual, the Manager, and such other persons as may be designated by the Board as principals, and the Mutual as obligee in an amount equal to the estimated annual cash requirements as determined by the Board.

(g) Painting, maintenance and repair of the Common Areas (but not including the doors, windows, carpets, fixtures, or interior surfaces of the Units, nor items of property located within the interior surfaces of a Unit or constituting a part of a Unit, which the Owner of each Unit shall paint, maintain, repair and replace); landscaping and gardening services for the Common Areas; and such furnishings, equipment and planting for the Common Areas as the Mutual shall determine are necessary or proper.

(h) Legal and accounting services necessary or proper in connection with the operations of the Mutual or enforcement of these Restrictions.

(i) The amounts necessary to pay the Foundation its charges for its services and facilities furnished to the Owner or to the Mutual.

(j) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these Restrictions or By-Laws or which in its opinion shall be necessary or proper for the operation of the Project as a residential project, provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for a single Unit, the cost thereof shall be specially assessed to the Owner of such Unit. The Board shall also pay any amount necessary to discharge any lien or encumbrance levied against the entire Project or any part thereof which may in the opinion of the Board constitute a lien against the Project or against the Common Areas, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it.

Notwithstanding any provision hereof to the contrary, nothing herein shall permit the Mutual to assess the Owners for any new improvements or additions to the Common Areas except pursuant to Article III, Section 7 or Article VII or Article X.

3. The Mutual may delegate any of its duties, powers or functions to any person, corporation or firm to act as Manager. Neither the Mutual nor the members of its Board shall be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

4. The Mutual or any person authorized by the Mutual may enter any Unit in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry

shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Mutual.

5. The Mutual shall provide for an annual independent audit of the accounts of the Mutual and for delivery of a copy of such audit to each Owner within thirty (30) days after completion thereof.

6. The Mutual is authorized and empowered to grant such licenses, easements and rights of way for sewer lines, water lines, underground conduits, storm drains and other public utility purposes as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas or for the preservation of the health, safety, convenience or welfare of the Owners, over those portions of the Common Areas upon which no building or other structure has been erected. Such licenses, easements and rights of way may be granted at any time prior to twenty-one (21) years after the death of the individuals who have signed these Restrictions and their issue who are in being as of the date hereof, and the right to grant such licenses, easements and rights of way is hereby expressly reserved.

7. Other than as provided in Article X relating to restoration of damaged improvements, and excluding those Limited Common Areas designated on the Plan as golfports, the Mutual may, with approval of the Architectural Control Committee, construct new improvements or additions to the Common Area of the Project or demolish existing improvements, provided that, in the case of any improvement, addition or demolition involving a total expenditure in excess of \$5,000, the written consent or vote of the Owners of at least two-thirds (2/3rds) of the Condominiums in the Mutual (other than Declarant's) as to the maximum total cost therefor shall first be obtained, and provided that no Unit shall be altered or damaged by any such demolition or construction without the consent of the Owner thereof. The Mutual shall levy a special assessment on all Owners for the cost of such work.

ARTICLE IV

Membership in Foundation

Each natural person who is an Owner of a Unit or has been designated by the Owner to occupy the Unit, and for whom a membership fee in the Foundation has been paid shall be a member of the Foundation and shall comply with the By-Laws of the Foundation and the rules and regulations of the Foundation as they now exist or are from time-to-time adopted. No Owner shall transfer any membership or interest in the Foundation except upon the transfer of the right to occupy the Unit to which it is appurtenant.

ARTICLE V

Covenant Against Partition

By acceptance of his deed, each Owner shall be deemed to covenant for himself and for his heirs, representatives, successors and assigns, that he will not institute legal proceedings to effect judicial partition of his interest in the Project property, unless the Project (a) has been in existence in excess of fifty (50) years, and (b) it is obsolete and uneconomical, and (c) the Owners of fifty percent (50%) of the Units join in such an action for partition. Such covenant shall be subject to the provisions of paragraph 8 of Article X.

ARTICLE VI

Limited Common Areas

The areas designated on the Plan for any Project as a balcony, patio, golfport or carport are Limited Common Areas. Subject to the rules of the Mutual, the balconies and patios adjacent to Units are reserved for the exclusive use of the Owners of such Units and they may not be added to, modified, or altered without the approval of the Mutual and except for normal housekeeping, shall be repaired and maintained by the Mutual. Limited Common Areas designated on the Plan for the Project as carports are reserved and shall be used for parking of non-commercial vehicles, as permitted by the Mutual. The Mutual shall assign one carport for the exclusive use of

the Owner or occupants of each Unit, subject to the right of the Mutual to enter for purposes of maintenance and repair.

Limited Common Areas designated on the Plan for the Project as golfports are reserved and shall be used for the parking of non-commercial golfcarts, or other small non-motor car vehicles, by those Owners or occupants possessing the exclusive right of use thereof. Declarant retains the right and shall grant the exclusive right to use each golfport in the Project to a particular Owner or occupant, upon such terms and conditions as Declarant may choose to impose. The Mutual, any Owner, Mortgagee or Manager shall not, directly or indirectly, interfere with such Owner's or occupant's exclusive right to use such golfports for the aforesaid purpose. Nothing hereinabove set forth shall limit the right of the Mutual or any Owner to enforce the provisions set forth in Articles II, VII or VIII.

ARTICLE VII

Carrying Charges - Assessments - Liens

1. Prior to the beginning of each year the Board shall estimate the sum which will be necessary to meet the Mutual's expenses during such year (including a reasonable provision for contingencies and less any expected income and any surplus from the prior year's fund). Such estimate shall include, but not be limited to, the following items:

(a) The cost of all operating expenses of the Project and services furnished, including charges by the Mutual for facilities and services furnished.

(b) The cost of management and administration in accordance with these Restrictions.

(c) The amount of all taxes and assessments levied against the property of the Mutual or which it is required to pay.

(d) The cost of fire and extended coverage insurance on the Project and such other insurance as the Mutual may effect or as may be required by any mortgage on the Project.

(e) The cost of furnishing water, gas, electricity,

garbage and trash collection and other utilities to the extent furnished by the Mutual.

(f) All reserves set up by the Mutual.

(g) The estimated cost of repairs, maintenance and replacements of the Project properly to be made by the Mutual.

(h) Such sums as the Mutual may pay to the Foundation as the Mutual's prorata (based upon number of Units) share of the charges of the Foundation in accordance with Article III, Section 2 (i) hereof.

2. Said "estimated cash requirement" (hereinafter called "Carrying Charges") shall be assessed to the Owners in proportion to the interest of each Owner in the Common Areas. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions. Each Owner shall be obligated to pay assessments made pursuant to this article to the Board in equal monthly installments on or before the first day of each month during such year, or in such other manner as the Board shall designate. Declarant shall be treated as Owner of each Unit (and appropriate accompanying interests) owned by it and shall be assessed and obligated accordingly. Amendments to this Article shall only be effective upon unanimous written consent of the Owners and the Board of Directors of the Foundation.

3. If the above Carrying Charges or any other assessment, whether regular or special, assessed to the Owner of any Condominium, is not paid within ten (10) days after it is due, the Owner may be required by the Mutual to pay a late payment charge of five percent (5%) of the amount of the assessment.

4. The amount of any Carrying Charge or any other assessment, (whether regular or special, or arising by application of this Article VII, Article III, Section 7, Article X or any other provisions hereof) assessed to the Owner of any Condominium, and any late payment charge attributable thereto, plus interest on such assessment and

charge at a rate of ten percent (10%) per annum simple interest or such lower rate as the Mutual may designate from time to time, and costs, including reasonable attorneys' fees and costs of recordation, shall be a debt of such Owner enforceable by suit, and shall become a lien upon such Condominium under Section 1356 of the Civil Code upon recordation of a notice of assessment setting forth the matters required by said section, which shall be notice of such lien. Such lien may be enforced as provided in Section 1356 of the Civil Code and as otherwise provided by law. A certificate executed and acknowledged by the Mutual, stating the indebtedness owing from any Owner to the Mutual, shall be conclusive upon the Mutual and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Fifteen Dollars (\$15.00).

ARTICLE VIII

Architectural Control Committee

1. Architectural Control:

(a) Except for the purposes of proper maintenance and repair, and except as provided in Paragraph (c) hereof, no person, persons, entity or entities shall install, erect, attach, apply, paste, hinge, screw, nail, build or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices upon, or make any changes in or otherwise alter whatsoever, the exterior of any building or other structure located upon the Project. For the purpose of this provision the term "exterior" shall mean any outside walls, outward surfaces, roofs, outside doors, or other outside structures of any such building or other structures, including, but not limited to, the roof, outside wall, outward surface, outside

doors, and outside structures of all atrium type residential dwelling units.

(b) Except for the purposes of proper maintenance and repair, and except as provided in Paragraph (c) hereof, no person, persons, entity, or entities, shall install, construct or build any walkways, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices, or other structures of any kind, on the Project, except for such walkways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices, or other structures which are to be constructed concurrently with the construction of the buildings and other structures on the Project.

(c) Except for proper maintenance and repair, no person, persons, entity or entities shall perform any of the acts specifically set forth in Paragraphs (a) and (b) above until:

(1) The complete plans and specifications, showing the kind, nature, shape, height, material, type of construction, scheme and all information specified by the hereinafter named committee for the proposed alteration, modification, addition, deletion or any other proposed form of change to the exterior of any building or other structure, as set forth in Paragraph (a), or changes to the Project, as set forth in Paragraph (b), and

(2) The block plan showing the location of such proposed alteration, modification, addition, deletion, or any other proposed form of change, have been approved in writing, as to conformity and harmony of external design with existing structures of the Project, by unanimous decision of a committee composed of three members. The committee of three members referred to in Paragraph 2 D. of those certain Covenants, Conditions and Restrictions recorded on even date herewith on pages 2, 4, 5, book 6176, in the office of the

Recorder of the County of Contra Costa, State of California, shall also constitute the committee of three members referred to herein. In the event any member is unable or unwilling to serve on said committee, the remaining member or members shall have full authority to approve or disapprove such proposed alteration, modification, addition, deletion, or other proposed form of change and location until such time as a successor to the disabled or unwilling member is appointed. In the event the committee or the representative appointed by the committee fails to approve or disapprove such proposed alteration, modification, addition, deletion, or other proposed form of change and location within thirty (30) days after said complete plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Such complete plans and specifications shall be personally delivered to any member of the committee or mailed to the committee via certified mail, return receipt requested, postage prepaid, at P. O. Box 2220, Dollar Ranch Substation, Walnut Creek, California. The plans and specifications shall be deemed submitted to the committee upon the date of personal delivery to a member of the committee of such plans and specifications or one (1) day after such deposit in the mail. The committee shall have the right of changing its mailing address with the County Recorder of Contra Costa County, California, and mailing a copy thereof to the Mutual, care of Golden Rain Foundation of Walnut Creek, P. O. Box 2070, Walnut Creek, California. Such instrument shall refer to the book and page number designated by said County Recorder for this declaration. Neither the members of such committee nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representatives, shall cease on and

after January 1, 2008. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the property owners of the hereinabove described property developed for residential use and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

ARTICLE IX

Mortgage Protection

Notwithstanding all other provisions hereof:

1. The liens created under Article VII hereof upon any Condominium shall be subject and subordinate to, and shall not affect the rights of the Mortgagee under any recorded first Mortgage upon such Condominium made in good faith and for value, provided that after the foreclosure of any such Mortgage the amount of all regular assessments, and all special assessments to the extent they relate to expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at such foreclosure sale, or his successor, as an Owner after the date of such foreclosure sale, shall become a lien upon such Condominium upon recordation of a notice as provided in Article VII, Section 3 hereof.

2. No amendment to these Restrictions shall affect the rights of any Mortgagee who does not join in the execution thereof, provided that prior to recordation of such amendment his Mortgage has been recorded and written notice of its delivery and recordation, signed by the Mortgagee and Mortgagor, has been given to the Mutual.

3. By subordination agreement executed by the Mutual the benefits of Sections 1 and 2 above may be extended to Mortgages not otherwise entitled thereto.

4. No breach of any of the covenants and restrictions set forth herein shall cause any forfeiture of title or reversion or bestow any right of re-entry whatsoever, but, violation of any one or more of such covenants or restrictions may be enjoined or abated by Declarant, its successors and assigns, any Owner, the Mutual, and/or the Foundation, by action of any court of competent jurisdiction, and damages may also be awarded for such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of said property, or portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

ARTICLE X

Damage or Destruction

In the event of damage to or destruction of a Unit and/or the Common Area then all insurance proceeds, whether or not subject to liens of mortgages or deeds of trust, shall be paid to the Mutual as trustee for the Owners, the Mutual and their mortgagees to be used for rebuilding as follows:

1. If there is no damage to any Unit and the insurance proceeds are sufficient to effect total restoration, then the Mutual shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

2. If there is no damage to any Unit and the insurance proceeds are within Five Thousand Dollars (\$5,000.00) of being sufficient to effect total restoration, then the Mutual shall cause such Common Area to be repaired and reconstructed substantially as it previously existed, and the difference between the insurance proceeds and actual cost shall be levied as an assessment equally against each of the Units.

3. If there is no damage to any Unit and the insurance proceeds are insufficient by more than Five Thousand Dollars (\$5,000.00) to effect total restoration, then the determination as to what action is to be taken shall be made by vote or written consent of the Owners of a majority of the Condominiums in the Development.

4. If there is damage to a Unit and the insurance proceeds are sufficient to effect total restoration; then the Mutual shall cause such Common Area and the perimeter walls of the Unit to be repaired and reconstructed substantially as it had existed prior to destruction; provided, however, that the repair and replacement of the interior decorating, including painting, papering, paneling, electrical fixtures, carpeting and draperies, shall be the responsibility of the Owner.

5. If there is damage to a Unit and the insurance proceeds are within Twenty-Five Thousand Dollars (\$25,000) of being sufficient to effect total restoration, then the Mutual shall cause such Common Area and the perimeter walls of the Unit(s) to be repaired and reconstructed substantially as they had previously existed and the amount not covered by insurance proceeds shall be levied as an assessment against each of the Units.

6. If there is damage to a Unit and the insurance proceeds are insufficient by more than Twenty-Five Thousand Dollars (\$25,000) to effect total restoration, then by written consent or vote of the Owners of a majority of the Condominiums in the Development, they shall determine whether (a) to rebuild and restore in substantially the same manner as the improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal assessments against all Units, (b) to rebuild and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of Twenty-Five Thousand Dollars (\$25,000) and which is assessable equally to all Units but which is less expensive

than replacing these improvements in substantially the same manner as they existed prior to being damaged or (c) to not rebuild and to distribute the available insurance proceeds to the Owners and mortgagees of the damaged Units as their interests may appear in such a way as to give consideration to the relative degree of damage sustained by each Unit and the relative original value of each (e.g., if two buildings are damaged by fire, one 50% destroyed and the other 100% destroyed; and 50% damaged building had an original value of \$150,000 and the one 100% destroyed had an original value of \$175,000; and the total proceeds are \$125,000; then the amount of proceeds applicable to the 50% destroyed building would be \$37,500, and the amount applicable to the 100% destroyed building would be \$87,500).

7. Restoration and repair of the damage to the interior of any individual Unit shall be made by and at the expense of the Owner of said Unit and in the event of a determination to rebuild partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.

8. If reconstruction or restoration has not actually commenced within one year from the date of any damage to which subsection 6 of this Article is applicable, then (a) the covenant against partition provided in Article V shall terminate and be of no further force or effect; (b) the conditions for partition pursuant to subsection (4) of Section 752(b) of the Code of Civil Procedure shall be deemed to have been met, and (c) a majority of the Board, as soon as reasonably possible and as agent for all Owners pursuant to subsection (b) (9) of Section 1355 of the Civil Code and after recording the certificate required thereby, shall sell the entire Development, in its then condition, free from the effect of these Restrictions, which shall terminate upon such sale, on terms satisfactory to it. The net

proceeds of the sale (or of any judicial partition sale) shall thereupon be distributed to the Owners in proportion to their undivided interests in the Common Areas, and to the mortgagees of, or holders of deeds of trust upon, the interests of such Owners, as their interests may appear. Any distribution of the proceeds of such a sale shall take into account any insurance proceeds which have been distributed or are available for distribution.

ARTICLE XI

Encroachments

None of the rights and obligations of the Owners created herein, or by the Deed, 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, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

ARTICLE XII

Remedies

The exercise of any of the rights or remedies as herein provided with respect to any default shall not preclude or affect the subsequent exercise of such rights or remedies at different times and for different defaults.

The respective rights or remedies, whether provided by this agreement or by law, or available in equity, shall be cumulative and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such right or remedies for the same or different defaults, or for the same or different failures of the Owners to perform or observe any provision of this Agreement.

ARTICLE XIII

Arbitration

Any and all claims, demands, questions, disputes, or controversies between Declarant and the Mutual, any Owner, Mortgagee or Manager, arising out of or in any way related to the purchase, sale, ownership, construction, design or engineering of any Unit or Common Area of the Project, or any part thereof, or the coverage of this arbitration provision, shall be submitted to and be determined and settled by arbitration. Such arbitration shall be in accordance with the rules of the American Arbitration Association as such rules shall be in effect on the date of delivery of demand for arbitration. The arbitration of any such issue shall be to the exclusion of any court of law or equity. The decision of the arbitrators, or a majority of them, shall be final and binding upon all parties and their respective heirs, executors, administrators, successors and assigns.

There shall be three arbitrators, one to be chosen directly by each party and the third arbitrator to be selected by the two arbitrators so chosen. Each party shall pay the fees of the arbitrator selected by him and shall split the fees of the third arbitrator. The prevailing party shall be awarded his or its costs, including reasonable attorneys fees, and the fees and costs of the arbitrators and arbitration.

ARTICLE XIV

Notices

Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered one (1) day after a copy of same has been deposited in the United States mail, postage prepaid,

addressed to an Owner at the address given by such Owner to the Mutual for the purpose of service of such notices, or to the Unit of such Owner if no address has been given to the Mutual, or addressed to the Mutual at 1001 Golden Rain Road, Walnut Creek, California. If such notice is sent by regular mail, it shall be deemed to have been delivered when received. Any such address may be changed from time to time by notice in writing from an Owner to the Mutual or from the Mutual to the Owners, as the case may be.

ARTICLE XV

Amendment

1. Subject to the provisions of Section 2 of Article IX, the provisions of these Restrictions may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Mutual, certifying that such amendment has been approved by the vote or written consent of the Record Owners of at least three-fourths (3/4ths) of the Condominiums in the Mutual. Such an amendment shall be effective upon its recordation with the Contra Costa County Recorder.

2. Until the close of any escrow on the sale of a Condominium Unit in the area described in Exhibit A, Declarant shall have the right to terminate and, with the prior consent of Foundation, to modify or amend these restrictions by the recordation of a supplement hereto setting forth such termination, modification or amendment. Declarant shall likewise have the right to terminate and, with the prior consent of the Foundation, to modify or amend these restrictions prior to the close of any escrow for a sale of a Condominium Unit in any other parcel of real property which may hereafter be made subject to these covenants, conditions and restrictions. These restrictions terminate and supercede, insofar as the real property set forth in

Exhibit A is concerned, those certain deed restrictions recorded at page 87, of book 5627 of the Official Records of the Recorder of Contra Costa County.

ARTICLE XVI

Attorney Fees

If an Owner defaults in making a payment of Carrying Charges and the Mutual has obtained the services of an attorney with respect to the defaults involved, the Owner covenants and agrees to pay to the Mutual any costs or fees involved including reasonable attorney's fees, whether or not a suit is instituted. In case a suit is instituted, the Owner shall also pay the costs of the suit, in addition to other aforesaid costs and fees.

ARTICLE XVI

INTERPRETATION

The provisions of these Restrictions shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of Condominium Projects. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. In case any one of the provisions contained in these Restrictions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any of the remaining provisions hereof, but these Restrictions shall be construed as if such invalid, illegal or unenforceable provisions had never been included. Whenever the context so requires, the singular number includes the plural and the converse; and the masculine gender includes the female and/or neuter.

BOOK 6190 PAGE 434

IN WITNESS WHEREOF, Declarant has affixed its signature this
14th day of July, 1970.

TERRA CALIFORNIA, a
California corporation

SEAL AFFIXED

By *[Signature]*

By *[Signature]*

STATE OF CALIFORNIA }
COUNTY OF CONTRA COSTA }

ss

COURT 100 VOL 435

On the 14th day of July, 1970, before me, the undersigned, a Notary Public in and for said state, personally appeared W. H. Irish, known to me to be the President and D. E. Graves, known to me to be the Vice President of the corporation that 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.

WITNESS MY HAND AND OFFICIAL SEAL.

Margaret A. Staffler
Notary Public in and for said County and State

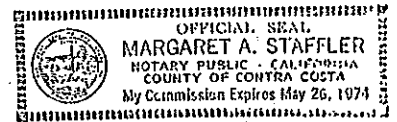


EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF WALNUT CREEK, DESCRIBED AS FOLLOWS:

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 3961, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MARCH 4, 1970, IN BOOK 129 OF MAPS, PAGES 36, 37 AND 38, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFROM:

STONY HILL WAY AND TICE CREEK DRIVE, AS SHOWN ON SAID MAP OF "SUBDIVISION 3961", ETC.

EXHIBIT "B"

REAL PROPERTY IN THE CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 11:

PORTION OF THE RANCHO SAN RAMON; LOTS 1, 3, 7 AND A PORTION OF LOTS 2, 5 AND 6 IN SECTION 33, TOWNSHIP 1 NORTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN; PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21; PORTION OF LOT 1 SECTION 21; LOT 1; 2; 3; 4; 5 AND 6; THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3; LOTS 3, 4, 5, 6, 9, 14 AND A PORTION OF LOTS 18, 20, 16, 19, 21 AND 22 OF SECTION 4; LOT 3 IN SECTION 9; LOTS 3 AND 6; PORTION OF LOTS 7, 9 AND 12; PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; NORTH 1/2 OF THE SOUTHEAST 1/4; EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 10; SOUTHWEST 1/4 AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 11; NORTHWEST 1/4 OF SECTION 14; AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 15, ALL IN TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 28, AS SHOWN ON THE MAP OF WILSON PARK, FILED JULY 24, 1913, IN BOOK 10 OF MAPS, PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY AT THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM R. W. KINNEY, ET UX, TO ANNA C. SERPA, DATED SEPTEMBER 27, 1924, RECORDED OCTOBER 6, 1924, IN BOOK 473 OF DEEDS, PAGE 411; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINES OF SAID SERPA PARCEL, 473 D 411, AS FOLLOWS: SOUTH 22° 00' EAST, 330.60 FEET; SOUTH 88° 27' WEST, 782.33 FEET; AND NORTH 1° 33' WEST 15 FEET TO ITS INTERSECTION WITH A SOUTHERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM R. W. KINNEY TO CLYDE O. SWEET, DATED JUNE 8, 1944, RECORDED JUNE 21, 1944, IN BOOK 786 OF OFFICIAL RECORDS, PAGE 234; THENCE ALONG THE EXTERIOR LINE OF SAID SWEET PARCEL, 786 OR 234, AS FOLLOWS: NORTH 78° 40' WEST, 103.01 FEET; NORTH 79° 04' 55" WEST, 111.89 FEET; NORTH 72° 08' WEST, 190.38 FEET; NORTH 67° 25' 25" WEST, 174.26 FEET; NORTH 57° 31' WEST, 122.89 FEET; SOUTH 71° 25' 30" WEST, 100.45 FEET; SOUTH 79° 22' 40" WEST, 91.31 FEET; NORTH 88° 16' 20" WEST 76.08 FEET; NORTH 84° 53' 15" WEST, 79.62 FEET; NORTH 69° 43' 35" WEST, 121.20 FEET; SOUTH 76° 15' 15" WEST, 108.32 FEET; NORTH 82° 19' 25" WEST, 142.79 FEET; NORTH 84° 32' 40" WEST, 110.22 FEET; NORTH 50° 16' 50" WEST, 171.54 FEET; NORTH 61° 09' 55" WEST, 70.97 FEET; SOUTH 81° 01' 40" WEST, 218.14 FEET; SOUTH 65° 22' 45" WEST, 161.80 FEET; NORTH 55° 02' 40" WEST, 89.27 FEET; NORTH 73° 50' 40" WEST, 113.98 FEET; NORTH 88° 10' 05" WEST, 123.01 FEET; NORTH 81° 50' 40" WEST, 142.79 FEET; SOUTH 72° 15' 25" WEST, 110.80 FEET; NORTH 81° 40' 55" WEST, 125.09 FEET; NORTH 57° 07' 10" WEST, 109.45 FEET; NORTH 9° 25' 15" EAST, 108.05 FEET; NORTH 4° 15' 20" EAST, 78.23 FEET; NORTH 27° 20' 10" WEST, 115.11 FEET; NORTH 25° 40' WEST 212.00 FEET; NORTH 43° 47' 50" WEST, 110.10 FEET; NORTH 30° 51' 30" WEST, 115.12 FEET; NORTH 45° 21' 35" WEST, 190.19 FEET; NORTH 18° 19' 25" WEST, 119.43 FEET; NORTH 40° 21' WEST, 200.02 FEET; NORTH 29° 37' 05" WEST, 100.11 FEET, AND NORTH 20° 40' 40" WEST, 91 FEET TO THE NORTHEASTERN LINE OF THAT 46 ACRE PARCEL OF LAND DESCRIBED

AS PARCEL 2 IN THE DEED FROM CLARISSA E. WHITCOMB, ET AL, TO R. W. KINNEY, DATED OCTOBER 18, 1907, RECORDED DECEMBER 20, 1907 IN BOOK 131 OF DEEDS, PAGE 494; THENCE ALONG SAID NORTHWESTERN LINE SOUTH 43° 11' WEST TO ITS INTERSECTION WITH THE NORTH BOUNDARY OF TOWNSHIP 1 SOUTH, RANGE 2 WEST; THENCE NORTH 88° 20' EAST ALONG SAID NORTH BOUNDARY TO ITS INTERSECTION WITH A WEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM TICE VALLEY RANCH, A CORPORATION, TO EAST BAY MUNICIPAL UTILITY DISTRICT, A PUBLIC CORPORATION, DATED SEPTEMBER 20, 1949, RECORDED NOVEMBER 25, 1949, IN BOOK 1466 OF OFFICIAL RECORDS, PAGE 409; THENCE ALONG THE EXTERIOR LINES OF SAID EAST BAY MUNICIPAL UTILITY DISTRICT PARCEL, 1466 OR 409, AS FOLLOWS: NORTH 1° 40' 00" WEST, 120.00 FEET; NORTH 53° 35' 00" WEST, 140.00 FEET TO A POINT FROM WHICH THE CENTER OF A 40 FOOT RADIUS CIRCLE BEARS NORTH 40° 07' 00" WEST, NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF LAST NAMED CIRCLE TO THE LEFT A DISTANCE ON SAID ARC OF 86.19 FEET TO A POINT FROM WHICH THE CENTER OF SAID CIRCLE BEARS SOUTH 16° 25' 23" WEST, NORTH 57° 14' 00" EAST, 260.00 FEET; NORTH 88° 20' 00" EAST, 300.00 FEET; AND SOUTH 1° 40' 00" EAST, 410.00 FEET TO SAID NORTH BOUNDARY OF TOWNSHIP 1 SOUTH, RANGE 2 WEST; THENCE NORTH 88° 20' EAST ALONG SAID NORTH BOUNDARY TO A POINT THAT BEARS SOUTH 88° 20' WEST, 2613.60 FEET FROM THE CORNER COMMON TO SECTIONS 33 AND 34, TOWNSHIP 1 NORTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN; AND SECTIONS 3 AND 4, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE ALONG THE WEST LINE OF SAID LOTS 3, 6, 14 AND A PORTION OF LOT 16, AS FOLLOWS: SOUTH 0° 45' EAST, 1122 FEET; SOUTH 2° WEST, 1102.20 FEET; EAST 92.40 FEET; SOUTH 37° 55' EAST, 1425.60 FEET AND SOUTH 31° 29' 49" EAST 391.41 FEET TO THE NORTHERLY TERMINUS OF THE COURSE AND DISTANCES GIVEN AS "NORTH 30° 37' 50" WEST 801.94 FEET" IN THE DEED FROM GARTHWICK, INC., TO ESTAND, INC., RECORDED JUNE 4, 1956, IN BOOK 2779 OF OFFICIAL RECORDS, PAGE 266; THENCE ALONG THE LINE DESCRIBED IN SAID DEED, 2779 OR 266, AS FOLLOWS: SOUTH 30° 37' 50" EAST 801.94 FEET; SOUTH 31° 33' 03" EAST 606.96 FEET; SOUTH 21° 12' 40" EAST 540.47 FEET; SOUTH 19° 45' 16" EAST 438.25 FEET AND SOUTH 20° 19' 45" EAST 819.81 FEET TO THE SOUTHWEST CORNER OF LOT 22, SECTION 4, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE ALONG THE WEST LINE OF LOT 6, SECTION 9, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND ALONG THE WEST LINE OF LOTS 3, 6 AND 7, SECTION 10, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS FOLLOWS: SOUTH 21° 15' EAST TO ANGLE POINT IN SAID LOT 6, SECTION 9, SOUTH 18° 30' EAST 2475 FEET SOUTH 6° 15' EAST, 173.58 FEET; AND SOUTH 10° 51' WEST TO THE NORTHERN CORNER OF THE 47.49 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM GERTRUDE FEIGENBAUM, ET AL, TO JOHN FLOUTI, DATED MAY 7, 1923, RECORDED MAY 17, 1923, IN BOOK 444 OF DEEDS, PAGE 9; THENCE ALONG THE EXTERIOR LINES OF SAID FLOUTI PARCEL, 444 D 9, AS FOLLOWS: SOUTH 47° EAST 1198 FEET; SOUTH 64° 10' EAST 1299.1 FEET AND SOUTH 44° 17' EAST 1295 FEET TO SOUTH LINE OF SAID LOT 12, SECTION 10; THENCE EAST ALONG SAID SOUTH LINE TO THE WESTERN CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED FROM MARIA M. KROEMER, TO TICE VALLEY LAND CO., A CALIFORNIA CORPORATION DATED JANUARY 15, 1934, RECORDED OCTOBER 31, 1934, IN BOOK 379 OF OFFICIAL RECORDS, PAGE 102; THENCE ALONG THE SOUTHWESTERN LINE OF SAID TICE VALLEY LAND CO. PARCEL, 379 OR 102, SOUTH 27° 50' EAST 2113.20 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE ALONG SAID WEST LINE SOUTH 1° 30' EAST, 1220 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST

1/4 OF SAID SECTION 14; THENCE ALONG THE EXTERIOR LINES OF SAID NORTHWEST 1/4 OF SECTION 14, EAST TO THE SOUTHEAST CORNER THEREOF AND NORTH TO THE NORTHEAST CORNER THEREOF ALSO BEING THE SOUTH 1/4 CORNER OF SAID SECTION 11; THENCE ALONG THE NORTH-SOUTH MIDSECTION LINE OF SECTION 11, NORTH 4923.08 FEET TO THE SOUTHERN CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL 3 IN THE DEED FROM TICE VALLEY RANCH, A CORPORATION, TO JOHN O. MATTHIAS, ET UX, DATED MARCH 23, 1947, RECORDED APRIL 18, 1947, IN BOOK 1063 OF OFFICIAL RECORDS, PAGE 75; THENCE ALONG THE SOUTHWESTERN LINES OF SAID MATTHIAS PARCEL AS FOLLOWS: NORTH 42° 22' 27" WEST, 53.25 FEET; NORTH 37° 36' 50" WEST, 59.87 FEET; NORTH 53° 30' 25" WEST, 116.7 FEET; NORTH 42° 34' 15" WEST, 51.61 FEET; NORTH 11° 06' 45" WEST 78.96 FEET; NORTH 21° 32' 40" WEST, 48.46 FEET; NORTH 37° 10' 15" WEST, 22.10 FEET AND NORTH 69° 42' 45" WEST, 30.42 FEET TO THE EASTERN CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED FROM JOHN O. MATTHIAS, ET UX, TO TICE VALLEY RANCH, A CORPORATION, RECORDED APRIL 18, 1947, IN BOOK 1083 OF OFFICIAL RECORDS, PAGE 79; THENCE ALONG THE EXTERIOR LINES OF SAID TICE VALLEY RANCH PARCEL, 1083 OR 79, AS FOLLOWS: NORTH 85° 56' 25" WEST, 25.43 FEET; SOUTH 87° 26' 55" WEST, 45.45 FEET; SOUTH 86° 36' 25" WEST, 61.16 FEET; SOUTH 85° 52' 30" WEST, 79.96 FEET; SOUTH 87° 24' WEST, 72.99 FEET; SOUTH 87° 37' 05" WEST, 165.11 FEET; SOUTH 87° 23' 35" WEST, 101.6 FEET AND SOUTH 86° 05' 30" WEST, 74 FEET TO THE EASTERN CORNER OF PARCEL 2, AS DESCRIBED IN SAID MATTHIAS DEED, 1083 OR 75; THENCE ALONG THE EXTERIOR LINES OF SAID PARCEL 2 AS FOLLOWS: SOUTH 86° 05' 30" WEST, 97.16 FEET AND SOUTH 88° 48' 12" WEST, 94.84 FEET TO THE LINE BETWEEN SAID SECTIONS 2 AND 11; THENCE WESTERLY ALONG SAID LINE TO THE EASTERN CORNER OF PARCEL 1, AS DESCRIBED IN SAID TICE VALLEY RANCH DEED, 1083 OR 79; THENCE ALONG THE EXTERIOR LINES OF SAID PARCEL, 1083 OR 79, AS FOLLOWS: SOUTH 88° 48' 12" WEST, 45.09 FEET; SOUTH 87° 45' 33" WEST 116.65 FEET; NORTH 84° 39' 15" WEST, 48.78 FEET; NORTH 49° 28' 55" WEST, 122.27 FEET AND NORTH 50° 38' 15" WEST, 279.99 FEET TO THE SOUTHERN CORNER OF PARCEL 1, AS DESCRIBED IN SAID MATTHIAS DEED, 1083 OR 75; THENCE ALONG THE EXTERIOR LINES OF SAID PARCEL 1 AS FOLLOWS: NORTH 50° 38' 15" WEST, 1.4 FEET; NORTH 12° 40' 15" WEST, 39.7 FEET AND NORTH 0° 42' 15" EAST, 301.16 FEET TO THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM AUGUST REUSCHO, ET UX, TO JOHN O. MATTHIAS, ET UX, DATED JULY 27, 1937, RECORDED JULY 28, 1937, IN BOOK 445 OF OFFICIAL RECORDS, PAGE 398; THENCE ALONG SAID WEST LINE NORTH 1° 01' 27" WEST, 2099.43 FEET TO THE NORTHERN CORNER OF SAID MATTHIAS PARCEL, 445 OR 398, ALSO BEING A SOUTHERN LINE OF THE RANCHO SAN RAMON; THENCE NORTH 70° 50' WEST ALONG SAID RANCHO LINE TO THE MOST NORTHERLY CORNER OF SAID LOT 6, IN SECTION 3; THENCE NORTH 66° WEST ALONG THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM MARY H. LLEWELLYN, ET AL, TO LAURA MC NAIR WILSON, DATED MAY 2, 1916, RECORDED MAY 6, 1916, IN BOOK 266 OF DEEDS, PAGE 378, TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM SAMUEL J. DAY, ET UX, TO MODESTA D. MURILLO, DATED FEBRUARY 15, 1921, RECORDED FEBRUARY 26, 1921, IN BOOK 387 OF DEEDS, PAGE 183; THENCE CONTINUING NORTH 66° WEST ALONG THE SOUTHWEST LINE OF SAID MURILLO TRACT, 387 D 183, 402.6 FEET TO THE SOUTHEAST CORNER OF THE 22.4 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM F. C. SULLIVAN, ET UX, TO L. S. HUBBELL, ET AL, DATED MAY 11, 1927, RECORDED MAY 13, 1927, IN BOOK 59 OF OFFICIAL RECORDS, PAGE 207; THENCE CONTINUING NORTH 66° WEST ALONG THE SOUTHWEST LINE OF SAID HUBBELL TRACT, 59 OF 207, 446.62 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 1° 04' EAST ALONG THE WEST LINE OF SAID HUBBELL TRACT, 59 OF 207, 2157.46 FEET TO THE SOUTHWESTERLY CORNER OF THE

31.4 ACRE TRACT DESCRIBED IN BOOK 89 OF OFFICIAL RECORDS, PAGE 207; THENCE NORTH 44° 46' WEST ALONG THE SOUTHWEST LINE OF SAID HUBBELL 31.4 ACRE TRACT, 666.50 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM O. M. VESPER, ET UX, TO ELIZABETH B. DODGE, DATED JUNE 17, 1907, RECORDED JULY 10, 1907, IN BOOK 125 OF DEEDS, PAGE 540; THENCE NORTH 89° 41' WEST ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF SAID DEWING PARK 2498.93 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

1. THE RIGHTS GRANTED TO CONTRA COSTA COUNTY, A POLITICAL SUBDIVISION "FOR ROAD PURPOSES" IN THE DEED FROM GERTRUDE NAPHTALY, ET AL, TO CONTRA COSTA COUNTY, A POLITICAL SUBDIVISION, DATED AUGUST 22, 1924, RECORDED SEPTEMBER 6, 1924, IN BOOK 476 OF DEEDS, PAGE 219.

2. THE INTEREST CONVEYED TO CONTRA COSTA COUNTY, A POLITICAL SUBDIVISION IN THE DEED FROM ESTAND, INC., A CORPORATION, DATED MAY 18, 1956, RECORDED JULY 10, 1956, IN BOOK 2803 OF OFFICIAL RECORDS, PAGE 505.

3. THE PORTION OF LAND DESCRIBED IN THE FINAL ORDER IN CONDEMNATION HAD ON MARCH 29, 1957, IN THE ACTION ENTITLED, "WALNUT CREEK SCHOOL DISTRICT OF CONTRA COSTA COUNTY VS. ESTAND, INC., ET AL", CASE NO. 65000 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF CONTRA COSTA, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 29, 1957, IN BOOK 2955 OF OFFICIAL RECORDS, PAGE 587.

4. THE PARCEL OF LAND DESCRIBED IN THE FINAL ORDER IN CONDEMNATION HAD ON OCTOBER 7, 1957, IN THE ACTION ENTITLED, "ACALANES UNION HIGH SCHOOL DISTRICT OF CONTRA COSTA COUNTY VS. ESTAND, INC., ET AL", CASE NO. 69670, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF CONTRA COSTA, A CERTIFIED COPY OF WHICH WAS RECORDED OCTOBER 7, 1957, IN BOOK 3055 OF OFFICIAL RECORDS, PAGE 497.

5. THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ESTAND, INC. TO THE PRESBYTERY OF SAN FRANCISCO, RECORDED MARCH 4, 1959, IN BOOK 3329 OF OFFICIAL RECORDS, PAGE 371, NOT EXCEPTING, HOWEVER, THE RIGHTS RESERVED THEREIN AND SHOWN AS PARCEL 2 BELOW.

6. THOSE PORTIONS THEREOF DESCRIBED IN THE DEED FROM STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA TO PACIFIC GAS AND ELECTRIC COMPANY, DATED NOVEMBER 29, 1963, RECORDED DECEMBER 31, 1963, IN BOOK 4522 OF OFFICIAL RECORDS, PAGE 566, INSTRUMENT NO. 115075.

7. THAT PORTION THEREOF DESCRIBED AS PARCEL 1 IN THE DEED TO EAST BAY MUNICIPAL UTILITY DISTRICT DATED JULY 7, 1964, RECORDED JULY 31, 1964, IN BOOK 4672, PAGE 709, OFFICIAL RECORDS, INSTRUMENT NO. 66908.

8. THAT PORTION THEREOF DESCRIBED IN THE DEED TO EAST BAY MUNICIPAL UTILITY DISTRICT, DATED JULY 7, 1964, RECORDED JULY 31, 1964 IN BOOK 4672, PAGE 716, OFFICIAL RECORDS, INSTRUMENT NO. 68909.

9. THAT PORTION THEREOF DESCRIBED IN THE DEED TO ACALANES UNION HIGH SCHOOL DISTRICT OF CONTRA COSTA COUNTY, DATED SEPTEMBER 18, 1963, RECORDED FEBRUARY 21, 1964, IN BOOK 4558, PAGE 583, OFFICIAL RECORDS, INSTRUMENT NO. 16392.

10. THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE CITY OF WALNUT CREEK, DATED JANUARY 17, 1966, RECORDED MARCH 25, 1966, IN BOOK 5065 PAGE 42, OFFICIAL RECORDS, INSTRUMENT NO. 22744.

11. THAT PORTION THEREOF DESCRIBED IN THE DEED TO CONTRA COSTA COUNTY, FOR AND ON BEHALF OF CONTRA COSTA COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, DATED FEBRUARY 19, 1966, RECORDED MAY 6, 1966, BOOK 5115, PAGE 71, OFFICIAL RECORDS, INSTRUMENT NO. 34550.

12. THOSE PORTIONS THEREOF DESCRIBED IN THE DEED TO CITY OF WALNUT CREEK, DATED MAY 3, 1966, RECORDED MAY 26, 1966, BOOK 5129, PAGE 144, OFFICIAL RECORDS, INSTRUMENT NO. 39557.

13. THOSE PORTIONS THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 1, DATED MARCH 27, 1964, RECORDED APRIL 17, 1964, IN BOOK 4598 PAGE 434, OFFICIAL RECORDS, INSTRUMENT NO. 33973, AND BY DEED DATED MARCH 27, 1964, RECORDED APRIL 17, 1964, BOOK 4598, PAGE 452, OFFICIAL RECORDS, INSTRUMENT NO. 33976.

14. THOSE PORTIONS THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 2, DATED JUNE 18, 1964, RECORDED JULY 22, 1964, BOOK 4635, PAGE 538, OFFICIAL RECORDS, INSTRUMENT NO. 65595, AND BY DEED DATED JUNE 18, 1964, RECORDED JULY 22, 1964, BOOK 4665, PAGE 556, OFFICIAL RECORDS, INSTRUMENT NO. 65598.

15. THOSE PORTIONS THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 3, DATED SEPTEMBER 23, 1964, RECORDED OCTOBER 13, 1964, BOOK 4721, PAGE 1483, OFFICIAL RECORDS, INSTRUMENT NO. 92674.

16. THAT PORTION THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 4, DATED NOVEMBER 25, 1964, RECORDED JANUARY 29, 1965, BOOK 4794, PAGE 829, OFFICIAL RECORDS, INSTRUMENT NO. 7983.

17. THOSE PORTIONS THEREOF, DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 5, DATED JUNE 21, 1965, RECORDED JULY 14, 1965, BOOK 496, PAGE 717, OFFICIAL RECORDS, INSTRUMENT NO. 56651.

18. THAT PORTION THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 6, DATED SEPTEMBER 8, 1965, RECORDED SEPTEMBER 29, 1965, BOOK 4962, PAGE 644, OFFICIAL RECORDS, INSTRUMENT NO. 60040.

19. THAT PORTION THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 7, DATED NOVEMBER 16, 1965, RECORDED FEBRUARY 28, 1966, BOOK 5066, PAGE 733, OFFICIAL RECORDS, INSTRUMENT NO. 15510.

20. THOSE PORTIONS THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 10, DATED APRIL 25, 1966, RECORDED JULY 12, 1966, IN BOOK 5159, PAGE 592, OFFICIAL RECORDS, INSTRUMENT NO. 50982.

21. THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE CITY OF WALNUT CREEK, DATED NOVEMBER 17, 1965, RECORDED JANUARY 18, 1966, BOOK 5038, PAGE 282, OFFICIAL RECORDS, INSTRUMENT NO. 4366.

22. PARCEL 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 13, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

23. ALL THOSE AREAS DESIGNATED GOLDEN RAIN ROAD, TICE CREEK DRIVE, ROCKLEDGE LANE, OAKMONT WAY, CRESCENT CIRCLE AND OAKMONT DRIVE, ALL AS SHOWN ON THOSE CERTAIN RECORD OF SURVEY MAPS, FILED FEBRUARY 13, 1964, IN LICENSED SURVEY MAP BOOK 25, AT PAGES 48, 49 AND 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND ALL THAT PORTION OF ROSSMOOR PARKWAY, AS SHOWN ON THE RECORD OF SURVEY MAP REFERRED TO ABOVE AT PAGE 48, LYING NORTHWESTERLY OF A LINE DRAWN NORTH 63° 43' 45" EAST FROM THE SOUTHERN TERMINUS OF THAT CERTAIN CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 24 FEET AND FORMING THE INTERSECTION OF GOLDEN RAIN ROAD AND ROSSMOOR PARKWAY, AS SHOWN ON SAID RECORD OF SURVEY, AT PAGE 48.

24. ALL THOSE AREAS DESIGNATED TICE CREEK DRIVE, CRESCENT CIRCLE, RUNNING SPRINGS ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED MARCH 11, 1964 IN LICENSE SURVEY MAP BOOK 26, AT PAGE 36 IN THE OFFICE OF THE COUNTY RECORDER, TICE CREEK DRIVE, LEISURE LANE AND STANLEY DOLLAR DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED APRIL 8, 1964, IN LICENSED SURVEY MAP BOOK 27, AT PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

25. ALL THOSE AREAS DESIGNATED GOLDEN RAIN ROAD, PINE KNOLL DRIVE, AND OAKMONT DRIVE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED MAY 15, 1964 IN LICENSE SURVEY MAP BOOK 27 AT PAGES 43 AND 44, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

26. ALL THAT CERTAIN AREA DESIGNATED PINE KNOLL DR., AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED AUGUST 5, 1964, IN LICENSE SURVEY MAP BOOK 29, AT PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

27. ALL THAT CERTAIN AREA DESIGNATED UPPER GOLDEN RAIN ROAD AND LOWER GOLDEN RAIN ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED SEPTEMBER 10, 1964, IN LICENSE SURVEY MAP BOOK 30 AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

28. ALL THAT CERTAIN AREA DESIGNATED GOLDEN RAIN ROAD AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED APRIL 1, 1965 IN LICENSE SURVEY MAP BOOK 33 AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

29. ALL THAT CERTAIN AREA DESIGNATED GOLDEN RAIN ROAD AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED APRIL 1, 1965, IN LICENSE SURVEY MAP BOOK 33 AT PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

30. ALL THAT CERTAIN AREA DESIGNATED SINGING WOOD COURT AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED DECEMBER 17, 1965, IN LICENSED SURVEY MAP BOOK 38, PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

31. COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF TICE CREEK DRIVE WITH THE CENTER LINE OF STANLEY DOLLAR DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED APRIL 8, 1964, IN LICENSED SURVEY MAP BOOK 27, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; RUN THENCE NORTH 65° 51' 17" EAST 174.171 FEET; THENCE TANGENT TO THE LAST MENTIONED COURSE, NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 21° 16' 51", A DISTANCE OF 185.71 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, NORTH 65° 08' 06" EAST 150 FEET; THENCE TANGENT TO THE LAST MENTIONED COURSE, NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 10° 40' 05", A DISTANCE OF 93.096 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, NORTH 74° 28' 03" EAST 192.223 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 23° 28' 03", A DISTANCE OF 204.793 FEET; THENCE TANGENT TO THE LAST MENTIONED CURVE, NORTH 51° EAST 30.951 FEET; THENCE SOUTH 39° EAST 28 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; RUNNING THENCE SOUTH 51° WEST 30.591 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 528 FEET, THROUGH A CENTRAL ANGLE OF 4° 14' 33", A DISTANCE OF 39.095 FEET; THENCE SOUTH 31° 20' 15" EAST 221.51 FEET; THENCE SOUTH 76° 10' 03" WEST 186.18 FEET; THENCE SOUTH 37° 39' 36" WEST 49.27 FEET; THENCE SOUTH 0° 32' 55" EAST 251.92 FEET; THENCE SOUTH 25° 42' 08" EAST 300.06 FEET; THENCE NORTH 85° 23' 01" EAST 111.48 FEET; THENCE SOUTH 0° 37' 22" EAST 63.44 FEET; THENCE NORTH 87° 04' 38" EAST 173.90 FEET; THENCE NORTH 0° 44' 48" EAST 72.517 FEET; THENCE NORTH 21° 30' EAST 110 FEET; THENCE NORTH 9° 15' WEST 278 FEET; THENCE NORTH 36° 50' WEST 127 FEET; THENCE NORTH 7° 30' WEST 97 FEET; THENCE NORTH 36° WEST 90 FEET; THENCE NORTH 55° 30' WEST 34 FEET; THENCE NORTH 21° 30' WEST 137 FEET TO A LINE DRAWN SOUTH 39° 52' 33" EAST FROM THE ACTUAL POINT OF BEGINNING; AND THENCE NORTH 39° 32' 23" WEST 67.304 FEET TO THE ACTUAL POINT OF BEGINNING.

32. THOSE PARCELS OF LAND SHOWN AS PARCELS 1 AND 2 ON THE RECORD OF SURVEY, FILED MAY 20, 1964, IN BOOK 27 OF LICENSED SURVEY MAPS, PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

33. ALL THOSE CERTAIN AREAS DESIGNATED AS PARCEL 33, PARCEL 34 AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FEBRUARY 3, 1967, IN BOOK 46 OF LICENSED SURVEY MAPS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

34. PORTION OF PARCEL 2, AS SAID PARCEL IS SHOWN ON THE "RECORD OF SURVEY" FILED FEBRUARY 13, 1964, IN BOOK 25 OF LICENSED SURVEY MAPS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERN LINE OF TICE CREEK DRIVE, AS SAID DRIVE IS SHOWN ON SAID MAP, WITH THE SOUTHERN LINE OF SAID PARCEL 2; RUN THENCE ALONG SAID EASTERN LINE FROM A TANGENT THAT BEARS NORTH $31^{\circ} 36' 29''$ WEST, ON A CURVE TO THE RIGHT WITH A RADIUS OF 1574 FEET, THROUGH A CENTRAL ANGLE OF $5^{\circ} 20' 10''$, A DISTANCE OF 180.33 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; RUNNING THENCE NORTH $69^{\circ} 57' 46''$ EAST, A DISTANCE OF 139.93 FEET; THENCE NORTH $20^{\circ} 02' 14''$ WEST 88.93 FEET; THENCE SOUTH $69^{\circ} 57' 46''$ WEST 41.94 FEET; THENCE NORTH $20^{\circ} 02' 14''$ WEST 90.98 FEET; THENCE SOUTH $70^{\circ} 50' 52''$ WEST 105.70 FEET TO SAID EASTERN LINE OF TICE CREEK DRIVE; THENCE ALONG THE LAST NAMED LINE, SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1574 FEET, THROUGH A CENTRAL ANGLE OF $6^{\circ} 37' 11''$, A DISTANCE OF 181.85 FEET TO THE ACTUAL POINT OF BEGINNING.

35. THAT PORTION THEREOF DESCRIBED IN THE DEED TO WALNUT CREEK MUTUAL NO. ELEVEN, DATED DECEMBER 5, 1966, RECORDED JANUARY 31, 1967, IN BOOK 5293 OF OFFICIAL RECORDS, PAGE 329, INSTRUMENT NO. 4842.

36. ALL THOSE CERTAIN AREAS DESIGNATED AS CANYON WOOD COURT AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED MARCH 9, 1966, IN BOOK 40 OF LICENSED SURVEY MAPS, PAGE 54, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

37. COMMENCING AT THE SOUTHWESTERN TERMINUS OF A CURVE WITH A RADIUS OF 45 FEET, A CENTRAL ANGLE OF $70^{\circ} 51' 44''$ AND A DISTANCE OF 55.55 FEET, WHICH SAID CURVE CONNECTS THE SOUTHERN LINE OF TICE VALLEY BOULEVARD WITH THE SOUTHEASTERN LINE OF ROSSMOOR PARKWAY, AS SAID CURVE, BOULEVARD AND PARKWAY ARE SHOWN ON THE "RECORD OF SURVEY", FILED MARCH 9, 1964, IN BOOK 26 OF LICENSED SURVEY MAPS, PAGE 31, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; RUN THENCE ALONG SAID SOUTHEASTERN LINE OF SAID ROSSMOOR PARKWAY, AS FOLLOWS: SOUTH $27^{\circ} 35' 29''$ WEST 100.77 FEET; TANGENT TO THE LAST NAMED COURSE, SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 550 FEET, THROUGH A CENTRAL ANGLE OF $9^{\circ} 28'$, A DISTANCE OF 90.87 FEET; TANGENT TO THE LAST NAMED CURVE, SOUTH $37^{\circ} 04' 29''$ WEST 111.12 FEET AND NORTH $52^{\circ} 55' 31''$ WEST 4 FEET TO THE ACTUAL POINT OF BEGINNING

OF THE PARCEL OF LAND TO BE DESCRIBED; RUNNING THENCE SOUTH 37° 34' 19" WEST 74.63 FEET; THENCE TANGENT TO THE LAST MENTIONED COURSE; SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 203 FEET; THROUGH A CENTRAL ANGLE OF 8° 46' 45"; A DISTANCE OF 39.73 FEET TO SAID SOUTHEASTERN LINE OF ROSSMOOR PARKWAY; AS SHOWN ON SAID "RECORD OF SURVEY"; THENCE ALONG THE LAST NAMED LINE; NORTH 37° 04' 29" EAST 113.70 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG THE LAST NAMED LINE, SOUTH 52° 55' 31" EAST 3 FEET TO THE ACTUAL POINT OF BEGINNING.

38. BEGINNING AT THE WESTERN TERMINUS OF A COURSE AND DISTANCE DESIGNATED AS "NORTH 89° 50' 03" WEST 86 FEET" AS DESCRIBED IN THE CORPORATION DEDICATION DEED FROM STATE MUTUAL LIFE, ASSURANCE COMPANY OF AMERICA, A MASSACHUSETTS CORPORATION, ET AL, TO THE CITY OF WALNUT CREEK, A MUNICIPAL CORPORATION, DATED OCTOBER 23, 1963, RECORDED JANUARY 23, 1964, IN BOOK 4538 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 169, SERIES NO. 6770; RUNNING THENCE ALONG THE DIRECT EXTENSION WESTERLY OF THE SOUTHERN LINE OF SAID LAND DESCRIBED IN SAID DEED, NORTH 89° 50' 03" WEST 0.71 OF A FOOT; THENCE NORTH 78° 42' 56" WEST 5.50 FEET; THENCE NORTH 11° 17' 04" EAST 39.10 FEET TO THE WESTERN LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID DEED; THENCE ALONG THE LAST NAMED LINE FROM A TANGENT THAT BEARS SOUTH 4° 19' 48" WEST; ON A CURVE TO THE LEFT WITH A RADIUS OF 543 FEET, THROUGH A CENTRAL ANGLE OF 4° 09' 49", A DISTANCE OF 39.46 FEET TO THE POINT OF BEGINNING.

39. ALL THAT PROPERTY DESCRIBED IN THE PARTIAL RECONVEYANCE EXECUTED BY UNITED CALIFORNIA BANK, AS TRUSTEE, DATED JULY 12, 1967, RECORDED AUGUST 15, 1967, UNDER RECORDER'S SERIAL NO. 51502, IN CONTRA COSTA COUNTY RECORDS.

40. ALL THAT CERTAIN AREA DESIGNATED AS PTARMIGAN DRIVE AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED APRIL 27, 1966, IN BOOK 42 OF LICENSED SURVEY MAPS, PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

41. THAT PORTION THEREOF DESCRIBED IN THE DEED TO WALNUT CREEK MUTUAL NO. THIRTEEN, DATED AUGUST 8, 1967, RECORDED NOVEMBER 9, 1967, IN BOOK 3492 OFFICIAL RECORDS, PAGE 524, RECORDER'S SERIES NO. 73820.

42. ALL THAT PORTION THEREOF, NOT HERETOFORE EXCEPTED WHICH LIES EASTERLY AND NORTHERLY OF THE EASTERN AND NORTHERN LINES OF TICE VALLEY BOULEVARD.

43. THAT PORTION THEREOF DESCRIBED IN THE DEED TO ROMAN CATHOLIC BISHOP OF OAKLAND, DATED NOVEMBER 22, 1967, RECORDED NOVEMBER 30, 1967, IN BOOK 5506 OFFICIAL RECORDS, PAGE 294, SERIES NO. 78765.

44. BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF TICE VALLEY BOULEVARD, AS SAID BOULEVARD IS SHOWN ON THE "RECORD OF SURVEY" FILED MAY 20, 1964, IN BOOK 27 OF LICENSED SURVEY MAPS, PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, WITH THE NORTHWESTERN CORNER OF PARCEL 3 SHOWN ON SAID "RECORD OF SURVEY"; RUNNING THENCE ALONG SAID SOUTHWESTERN LINE OF TICE VALLEY BOULEVARD, SOUTH 69° 15' 33" EAST 252.98 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY

AND SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 73 FEET, THROUGH A CENTRAL ANGLE OF 95° 20' A DISTANCE OF 121.46 FEET TO THE NORTHWESTERN LINE OF ROSSMOOR PARKWAY, AS SAID PARKWAY IS SHOWN ON SAID "RECORD OF SURVEY"; THENCE ALONG THE LAST NAMED LINE, SOUTHERLY ON A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 443 FEET, THROUGH A CENTRAL ANGLE OF 8° 07' 09" A DISTANCE OF 82.78 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 33° 57' 09" WEST 47.22 FEET; THENCE LEAVING THE LAST NAMED LINE, NORTH 52° 50' 10" WEST 48.42 FEET TO THE SOUTHERN LINE OF SAID PARCEL 3; THENCE ALONG THE LAST NAMED LINE, AS FOLLOWS: NORTH 78° 10' WEST 189.00 FEET AND NORTH 58° 45' WEST 110.00 FEET TO THE WESTERN LINE OF SAID PARCEL 3; THENCE ALONG THE LAST NAMED LINE, NORTH 31° 54' 06" EAST 186.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, APPURTENANT TO AND FOR THE BENEFIT OF THE PARCEL OF LAND DESCRIBED ABOVE, OVER, ALONG AND ACROSS THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERN LINE OF ROSSMOOR PARKWAY, AS SHOWN ON THE "RECORD OF SURVEY" FILED MAY 20, 1964, IN BOOK 27 OF LICENSED SURVEY MAPS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, WITH THE SOUTHWESTERN LINE OF EXCEPTION 44 ABOVE DESCRIBED; RUNNING THENCE ALONG SAID SOUTHWESTERN LINE, NORTH 52° 50' 10" WEST 25.70 FEET TO A LINE DRAWN PARALLEL WITH SAID NORTHWESTERN LINE OF SAID ROSSMOOR PARKWAY AND DISTANT AT RIGHT ANGLES 24 FEET NORTHWESTERLY THEREFROM; THENCE ALONG SAID PARALLEL LINE, SOUTH 33° 57' 09" WEST 72.56 FEET; THENCE LEAVING SAID PARALLEL LINE, TANGENT TO THE LAST MENTIONED COURSE, SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 73 FEET, THROUGH A CENTRAL ANGLE OF 29° 02' 51", A DISTANCE OF 37.01 FEET; THENCE SOUTHWESTERLY ON A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 97 FEET, A DISTANCE OF 33.86 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 43° WEST 146.43 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 59.99 FEET, THROUGH A CENTRAL ANGLE OF 90°, A DISTANCE OF 94.24 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 47° EAST 3.33 FEET TO THE NORTHWESTERN LINE OF SAID ROSSMOOR PARKWAY, AS SAID NORTHWESTERN LINE NOW EXISTS; THENCE ALONG THE LAST NAMED LINE FROM A TANGENT THAT BEARS NORTH 44° 47' 42" EAST, NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 790 FEET, THROUGH A CENTRAL ANGLE OF 1° 32' 18", A DISTANCE OF 35 FEET; THENCE LEAVING THE LAST NAMED LINE, NORTH 47° WEST 14.64 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 25 FEET, THROUGH A CENTRAL ANGLE OF 90° A DISTANCE OF 39.27 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, NORTH 43° EAST 146.43 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 73 FEET, THROUGH A CENTRAL ANGLE OF 20°, A DISTANCE OF 25.48 FEET; THENCE NORTHEASTERLY, ON A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 97 FEET, THROUGH A CENTRAL ANGLE OF 29° 02' 51", A DISTANCE OF 49.18 FEET TO SAID NORTHWESTERN LINE OF SAID ROSSMOOR PARKWAY, AS SHOWN ON SAID "RECORD OF SURVEY" HEREINABOVE REFERRED TO; THENCE ALONG THE LAST NAMED LINE, NORTH 33° 57' 09" EAST 70 FEET TO THE POINT OF BEGINNING.

45. BEGINNING AT THE INTERSECTION OF THE WEST LINE OF PINE KNOLL DRIVE WITH THE NORTH LINE OF PARCEL 28, AS SAID DRIVE AND PARCEL ARE SHOWN ON THE "RECORD OF SURVEY", FILED JUNE 23, 1955, IN BOOK 35 OF LICENSED SURVEY MAPS, PAGE 22, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; RUNNING THENCE ALONG SAID EASTERN LINE, NORTH 71° 30' WEST 684 FEET TO THE GENERAL EASTERN LINE OF SAID PARCEL 28; THENCE ALONG

THE LAST NAMED LINE, AND ALONG THE GENERAL EASTERN LINE OF PARCEL 27, AS SAID PARCEL IS SHOWN ON THE "RECORD OF SURVEY" FILED JUNE 18, 1965 IN BOOK 35 OF LICENSED SURVEY MAPS, PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, NORTH 6° 57' 10" WEST 711.14 FEET TO AN ANGLE POINT IN LAST SAID EASTERN LINE; THENCE CONTINUING ALONG THE LAST NAMED LINE, NORTH 46° EAST 214 FEET TO THE SOUTHWESTERN LINE OF GOLDEN RAIN ROAD, AS SAID ROAD IS SHOWN ON THE "RECORD OF SURVEY" FILED APRIL 1, 1965 IN BOOK 35 OF LICENSED SURVEY MAPS, PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; THENCE ALONG THE LAST NAMED LINE FROM A TANGENT THAT BEARS SOUTH 46° EAST, ON A CURVE TO THE LEFT WITH A RADIUS OF 376 FEET, THROUGH A CENTRAL ANGLE OF 9° 19' 22", A DISTANCE OF 61.18 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 53° 19' 22" EAST 211.61 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 574 FEET, THROUGH A CENTRAL ANGLE OF 13° 44' 22", A DISTANCE OF 137.64 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 39° 35' EAST 302.71 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 526 FEET, THROUGH A CENTRAL ANGLE OF 9° 45', A DISTANCE OF 89.51 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTH 49° 20' EAST 216.95 FEET TO THE NORTHWESTERN TERMINUS OF A CURVE WITH A RADIUS OF 19 FEET, A CENTRAL ANGLE OF 90° AND A LENGTH OF 29.85 FEET CONNECTING SAID SOUTHWESTERN LINE OF GOLDEN RAIN ROAD WITH SAID NORTHWESTERN LINE OF PINE KNOLL DRIVE, AS SAID CURVE IS SHOWN ON THE "RECORD OF SURVEY" FILED SEPTEMBER 10, 1964 IN BOOK 30 OF LICENSED SURVEY MAPS, PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; THENCE ALONG SAID CURVE, TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 19 FEET, THROUGH A CENTRAL ANGLE OF 90°, A DISTANCE OF 29.85 FEET TO THE NORTHWESTERN LINE OF PINE KNOLL DRIVE, AS SAID DRIVE IS SHOWN ON THE "RECORD OF SURVEY" FILED AUGUST 5, 1964 IN BOOK 29 OF LICENSED SURVEY MAPS, PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; THENCE ALONG THE LAST NAMED LINE, SOUTHWESTERLY ON A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 526 FEET, THROUGH A CENTRAL ANGLE OF 22° 10', A DISTANCE OF 203.50 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 18° 30' WEST 178.30 FEET TO THE POINT OF BEGINNING.

46. ALL THOSE CERTAIN AREAS DESIGNATED AS PARCELS 35 AND 36 AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN REVISED PARCEL MAP, FILED JUNE 28, 1968, IN BOOK 4 OF PARCEL MAPS, PAGE 13, CONTRA COSTA COUNTY RECORDS.

47. ALL THOSE CERTAIN AREAS DESIGNATED AS PARCELS 37 AND 38 AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN REVISED PARCEL MAP, FILED JUNE 28, 1968, IN BOOK 4 OF PARCEL MAPS, PAGE 13, CONTRA COSTA COUNTY RECORDS.

48. ALL THOSE CERTAIN AREAS DESIGNATED AS PARCEL 39 AND SKYCREST DRIVE, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED OCTOBER 28, 1968, IN BOOK 6 OF PARCEL MAPS, PAGE 12, CONTRA COSTA COUNTY RECORDS.

49. LOT 1 AND ALL THAT AREA DESIGNATED SKYCREST DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 3916, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 15, 1969, IN BOOK 127 OF MAPS, PAGES 2 AND 9, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

50. LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 3919, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 15, 1969, IN BOOK 127 OF MAPS, PAGES 10 AND 11, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

51. LOT 1 AND ALL THAT AREA DESIGNATED AS SKYCREST DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 3962, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED SEPTEMBER 24, 1969, IN BOOK 128 OF MAPS, PAGES 15 AND 16, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

52. LOT 2 AND ALL THAT AREA DESIGNATED AS SKYCREST DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 3962, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED SEPTEMBER 24, 1969, IN BOOK 128 OF MAPS, PAGES 15 AND 16, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

53. LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 3960, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED NOVEMBER 18, 1969, IN BOOK 129 OF MAPS, PAGES 15 AND 16, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

54. LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 3976, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED DECEMBER 17, 1969, IN BOOK 129 OF MAPS, PAGES 21 AND 22, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

55. LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 3961, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MARCH 4, 1970, IN BOOK 129 OF MAPS, PAGES 36, 37 AND 38, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

56. LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 3996, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MARCH 4, 1970, IN BOOK 129 OF MAPS, PAGES 39, 40 AND 41, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

57. LOTS 1 AND 2 AND ALL THAT AREA DESIGNATED AS PTARMIGAN DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 4008, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 1, 1970, IN BOOK 131 OF MAPS, PAGES 35, 36 AND 37, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

PARCEL 2:

A PORTION OF PARCEL 1, AS SHOWN ON THE "RECORD OF SURVEY", FILED FEBRUARY 13, 1964, IN BOOK 25 OF LICENSED SURVEY MAPS, PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERN LINE OF PARCEL 2 WITH THE EASTERN LINE OF TICE CREEK DRIVE, AS SAID PARCEL AND DRIVE ARE SHOWN ON SAID "RECORD OF SURVEY"; RUNNING THENCE ALONG SAID EASTERN LINE OF TICE CREEK DRIVE, FROM A TANGENT THAT BEARS NORTH $3^{\circ} 36' 21''$ WEST, ON A CURVE TO THE RIGHT WITH A RADIUS OF 1574 FEET, THROUGH A CENTRAL ANGLE OF $1^{\circ} 29' 36''$, A DISTANCE OF 41.024 FEET; THENCE LEAVING SAID EASTERN LINE, FROM A TANGENT THAT BEARS SOUTH $36^{\circ} 07' 21''$ EAST, ON A CURVE TO THE LEFT WITH A RADIUS OF 46.50 FEET, THROUGH A CENTRAL ANGLE OF $57^{\circ} 37' 43''$, A DISTANCE OF 40.735 FEET; THENCE TANGENT TO THE LAST MENTIONED CURVE, NORTH

83° 14' 56" EAST 50.143 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 5.50 FEET, THROUGH A CENTRAL ANGLE OF 85° 40' 30", A DISTANCE OF 8.234 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 10° 58' 34" EAST, 20.522 FEET; THENCE NORTH 78° 20' 15" EAST 109.126 FEET TO THE DIRECT EXTENSION NORTHWESTERLY OF THE NORTHEASTERN LINE OF SAID PARCEL 2; THENCE ALONG SAID EXTENDED LINE, SOUTH 20° 33' 22" EAST 17.05 FEET TO THE MOST NORTHEASTERN CORNER OF SAID PARCEL 2; THENCE ALONG SAID NORTHERN LINE OF SAID PARCEL 2, SOUTH 86° 13' 39" WEST 207.092 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ACALANES UNION HIGH SCHOOL DISTRICT OF CONTRA COSTA COUNTY TO ROSSMOOR CORPORATION, A CALIFORNIA CORPORATION, DATED FEBRUARY 7, 1964, RECORDED FEBRUARY 21, 1964 IN BOOK 4558, PAGE 579, OFFICIAL RECORDS, INSTRUMENT NO. 16389, DESCRIBED AS FOLLOWS:

PORTION OF RANCHO SAN RAMON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERN CORNER OF THE PARCEL OF LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION HAD IN THE LOCAL SUPERIOR COURT, CASE NO. 69670, A CERTIFIED COPY OF WHICH WAS RECORDED OCTOBER 7, 1957 IN BOOK 3055 OF OFFICIAL RECORDS, PAGE 497; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE EXTERIOR LINES OF SAID PARCEL, 3055 OR 497, SOUTH 32° 00' 40" WEST 333.16 FEET AND SOUTH 57° 59' 20" EAST 110 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID EXTERIOR LINES, SOUTH 57° 59' 20" EAST 108.80 FEET AND SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450 FEET, AN ARC DISTANCE OF 184.49 FEET TO A POINT WHICH BEARS SOUTH 32° 00' 40" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 32° 00' 40" EAST 147.39 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

AN EASEMENT TO BE USED IN COMMON WITH OTHERS, FOR INGRESS AND EGRESS; PUBLIC UTILITIES, SEWERS AND FOR ALL PURPOSES INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, THE CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, OPERATION AND USE OF ALL NECESSARY OR DESIRABLE ROADWAYS, SIDEWALKS AND CONDUITS OVER ALL THOSE AREAS DESIGNATED GOLDEN RAIN ROAD, TICE CREEK DRIVE, ROCKLEDGE LANE, OAKMONT WAY, CRESCENT CIRCLE AND OAKMONT DRIVE, ALL AS SHOWN ON THOSE CERTAIN RECORD OF SURVEY MAPS FILED FEBRUARY 13, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGES 48, 49 AND 50; AND TICE CREEK DRIVE, CRESCENT CIRCLE, RUNNING SPRINGS ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED MARCH 11, 1964, IN LICENSE SURVEY MAP BOOK 26 AT PAGE 36; TICE CREEK DRIVE, LEISURE LANE AND STANLEY DOLLAR DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED APRIL 8, 1964 IN LICENSED SURVEY MAP BOOK 27, PAGE 7; GOLDEN RAIN ROAD, PINE KNOLL DRIVE AND OAKMONT DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED MAY 15, 1964, IN LICENSED SURVEY MAP BOOK 27, PAGES 43 AND 44; PINE KNOLL DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED AUGUST 5, 1964, IN LICENSED SURVEY MAP BOOK 29, PAGE 20; UPPER GOLDEN RAIN ROAD AND LOWER GOLDEN RAIN ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED SEPTEMBER 10, 1964, IN LICENSED SURVEY MAP BOOK 30, PAGE 18; GOLDEN RAIN ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 1, 1965, IN LICENSED SURVEY MAP BOOK 33, PAGE 40; GOLDEN RAIN ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 1, 1965, IN LICENSED SURVEY MAP BOOK 33, PAGE 41; SINGING WOOD COURT AND TICE CREEK DRIVE, AS SHOWN ON THAT

CERTAIN RECORD OF SURVEY MAP, FILED DECEMBER 17, 1965, IN LICENSED SURVEY MAP BOOK 38, PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; CANYON WOOD COURT AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED MARCH 9, 1966, IN LICENSED SURVEY MAP BOOK 40, PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; PYARMIGAN DRIVE AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED APRIL 27, 1966, IN BOOK 42 OF LICENSED SURVEY MAPS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 3, 1967, IN BOOK 46 OF LICENSED SURVEY MAP, PAGE 37, AND ALL THAT PORTION OF ROSSMOOR PARKWAY, AS SHOWN ON THE RECORD OF SURVEY REFERRED TO ABOVE AT PAGE 48, LYING NORTHWESTERLY OF A LINE DRAWN NORTH $63^{\circ} 43' 45''$ EAST FROM THE SOUTHERN TERMINUS OF THAT CERTAIN CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 24 FEET AND FORMING THE INTERSECTION OF GOLDEN RAIN ROAD AND ROSSMOOR PARKWAY, AS SHOWN ON SAID RECORD OF SURVEY AT PAGE 48.

PARCEL 5:

A PERPETUAL EASEMENT FOR ROAD PURPOSES, INGRESS AND EGRESS AND PUBLIC UTILITIES, INCLUDING THE RIGHT OF CONSTRUCTION, REPAIR AND MAINTENANCE OF SAID ROAD AND OF SUCH UTILITIES BOTH ABOVE AND BELOW THE SURFACE, IN, ON, OVER, UNDER, UPON AND ACROSS THAT PORTION OF PARCEL 1, DESCRIBED IN THAT FINAL ORDER IN CONDEMNATION RECORDED ON OCTOBER 7, 1957, IN BOOK 3055, PAGE 497, OF THE OFFICIAL RECORDS OF THE RECORDER OF CONTRA COSTA COUNTY, WHICH IS INCLUDED WITHIN THE LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERN LINE OF TICE VALLEY BOULEVARD, AS DESCRIBED IN THE DEED FROM STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA, A MASSACHUSETTS CORPORATION, AND ROSSMOOR CORPORATION, A CALIFORNIA CORPORATION, TO THE CITY OF WALNUT CREEK RECORDED MARCH 25, 1966, IN BOOK 5085 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 42, WITH THE NORTHWESTERN LINE OF PARCEL 3, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED MAY 20, 1964, IN BOOK 27 OF LICENSED SURVEY MAPS AT PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; RUNNING THENCE ALONG THE SOUTHWESTERN LINE OF SAID TICE VALLEY BOULEVARD; NORTH $69^{\circ} 30' 00''$ WEST 22.10 FEET; THENCE CONTINUING ALONG THE LAST NAMED LINE, NORTH $50^{\circ} 08' 55''$ WEST 76.91 FEET; THENCE LEAVING THE LAST NAMED LINE FROM A POINT WHICH BEARS SOUTH $50^{\circ} 08' 55''$ EAST, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET, THROUGH A CENTRAL ANGLE OF $82^{\circ} 03' 01''$, AN ARC DISTANCE OF 42.95 FEET; THENCE SOUTH $31^{\circ} 54' 06''$ WEST 211.50 FEET; THENCE NORTH $53^{\circ} 00' 53''$ WEST 825.07 FEET TO THE SOUTHEASTERN LINE OF PARCEL 23, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED SEPTEMBER 10, 1964, IN BOOK 30 OF LICENSED SURVEY MAPS AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; THENCE ALONG THE LAST NAMED LINE, AND ALONG THE SOUTHEASTERN LINE OF PARCEL 21 AS SHOWN ON SAID RECORD OF SURVEY, 30 LSM

(OVER)

18, SOUTH $51^{\circ} 47' 47''$ WEST 36.67 FEET TO THE NORTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE FINAL ORDER IN CONDEMNATION MADE IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF CONTRA COSTA, CASE NO. 69670, ENTITLED, "ACALANES UNION HIGH SCHOOL DISTRICT OF CONTRA COSTA COUNTY VS. ESTLAND, INC., A CORPORATION, ET AL", A CERTIFIED COPY OF WHICH WAS RECORDED OCTOBER 7, 1957, IN BOOK 3055 OF SAID OFFICIAL RECORDS, PAGE 497; THENCE ALONG THE LAST NAMED LINE, AND ITS DIRECT EXTENSION SOUTHEASTERLY THEREOF, SOUTH $53^{\circ} 00' 53''$ EAST 907.57 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERN LINE OF SAID PARCEL 3, AS SHOWN ON SAID RECORD OF SURVEY, 27 LSM 46; AND THENCE ALONG SAID PROLONGATION AND ALONG SAID NORTHWESTERN LINE OF PARCEL 3, NORTH $31^{\circ} 54' 06''$ EAST 269.73 FEET TO THE POINT OF BEGINNING.

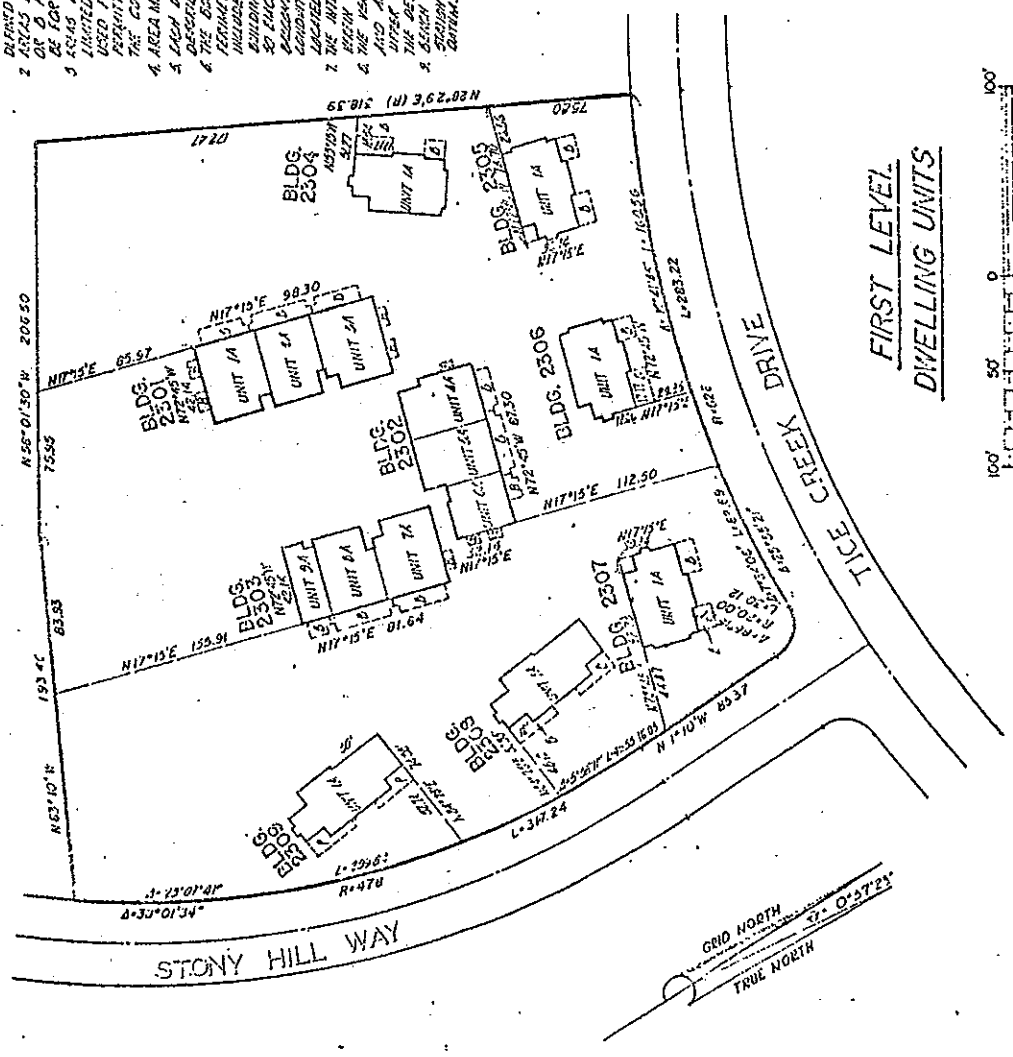
1. THE CORNER AREA IS ALL OF LOT 1 EXCEPT THE 50 UNITS LOCATED WITHIN THE 9 BUILDINGS AS SHOWN AND DEDICATED HEREIN.
2. AREAS DESIGNATED AS RATIO OR P FOR RATIO AND BALCONY OR B FOR BALCONY, OR LIMITED COMMON AREAS AND SHALL BE FOR THE EXCLUSIVE USE OF THE APPLICABLE UNIT.
3. AREAS DESIGNATED AS C FOR GARAGE, AND SHALL BE LIMITED COMMON AREAS AND ARE RESERVED AND SHALL BE USED FOR THE PARKING OF NON-COMMERCIAL VEHICLES AS PERMITTED BY THE APPLICABLE AND DESCRIBED IN ARTICLE IV OF THE CONVEYING, ASSIGNMENT AND RECEIVING.
4. AREA MARKED "R" IS FOR RECREATION AREA.
5. A NEW DIVISION OF LAND SHOWING ON THESE PLANS SHALL BE DESCRIBED AS A PARTICULAR UNIT IN THE APPLICABLE SUBDIVISION.
6. THE DIMENSIONS OF EACH UNIT ARE MEASURED BETWEEN THE INTERIOR WALL, FLOOR, CEILING, SLOPE, AND ARCHITECTURE BUT INCLUDES THE STAIRS, SLOPE, SLOPE, AND ARCHITECTURE BUT EXCLUDES THE STAIRS, SLOPE, SLOPE, AND ARCHITECTURE.
7. THE INTERIOR DIMENSIONS OF EACH OF THE 9 UNITS ARE AS SHOWN WITHIN THE DETAILED CONVEYING OF THE 9 CONVEYING.
8. THE VERTICAL JUMP ON THE UPPER STORY MEASUREMENTS, AND ALSO ARE DESCRIBED AS STAIR AND STAIR CASEWAYS, STAIRS AND LIFTWAY LIMIT OF EACH UNIT IS SHOWN BELOW OF THE DETAILED CONVEYING OF THE 9 CONVEYING.
9. STAIRWAY: TOP OF FLOOR FINISH TO FLOOR FINISH CONVEYING.
10. STAIRWAY: TOP OF FLOOR FINISH TO FLOOR FINISH CONVEYING.

NOTES:
 P - PATIO
 B - BALCONY
 BUILDING DIMENSIONS AND TIES SHOWN ARE TO INTERIOR LIMITS OF BUILDING EXCEPT WHERE INDICATED OTHERWISE.
 UNITS ARE SHOWN ON BELLING DETAIL PLANS.

CONDOMINIUM PLANS
 LOT 1 SUBDIVISION 3961
 MUTUAL 23
 CITY OF WALNUT CREEK
 CONTRA COSTA COUNTY, CALIF.

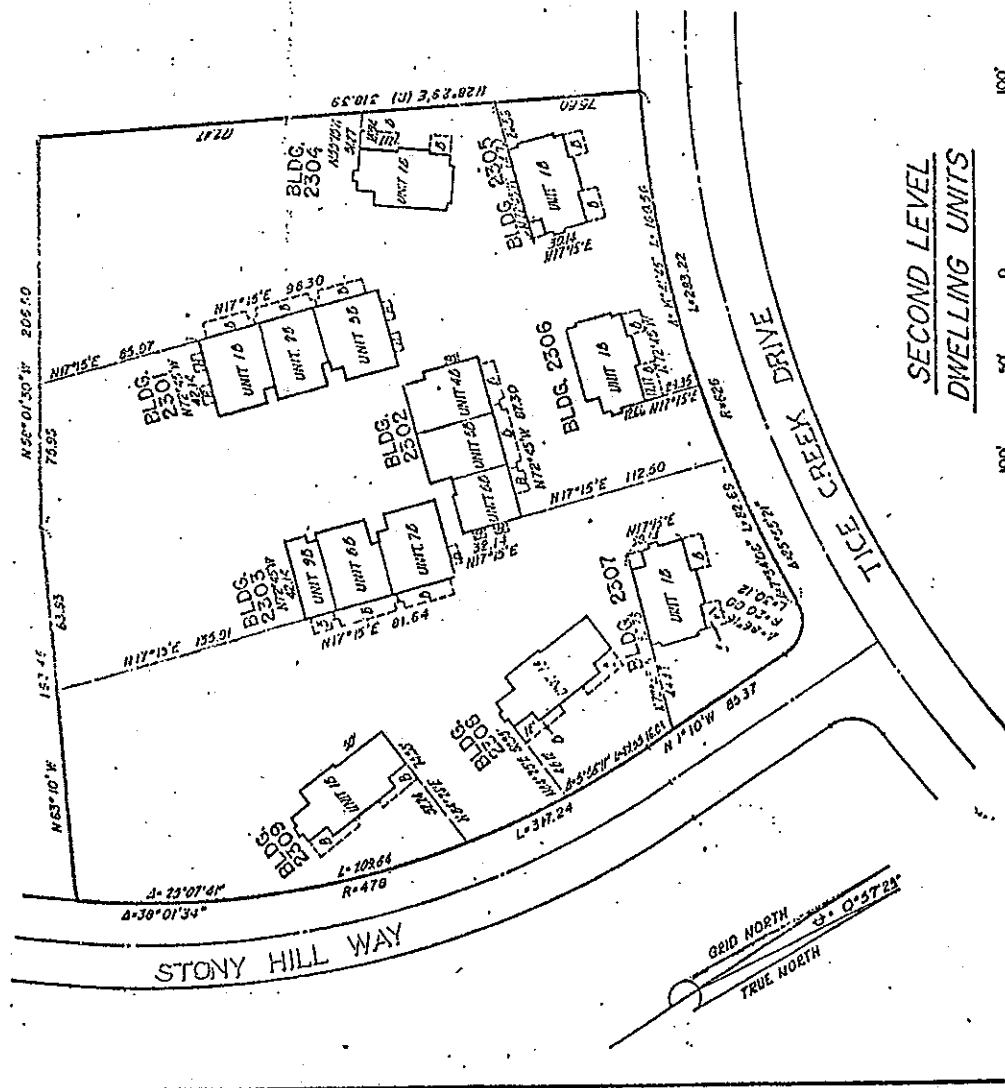
JULY 1970
 BRYAN AND MURPHY ASSOCIATES CIVIL ENGINEERS
 WALNUT CREEK, CALIFORNIA

SHEET 1 OF 10 SHEETS



FIRST LEVEL
 DWELLING UNITS

100' 50' SCALE
 1" = 50'



NOTES:
 P - PATIO
 B - BALCONY
 BUILDING DIMENSIONS AND THE SPACING ARE REFERRED TO
 LIMITS OF BUILDINGS. ALL SPACING DIMENSIONS
 UNITS ARE SHOWN ON 2.5\"/>

CONDOMINIUM PLANS
 LOT 1 SUBDIVISION 3881
 MUTUAL 23
 CITY OF WALNUT CREEK
 CONTRA COSTA COUNTY, CALIF.

JULY 1970
 BRYAN AND MURPHY ASSOCIATES CIVIL ENGINEERS
 WALNUT CREEK, CALIF. 94592

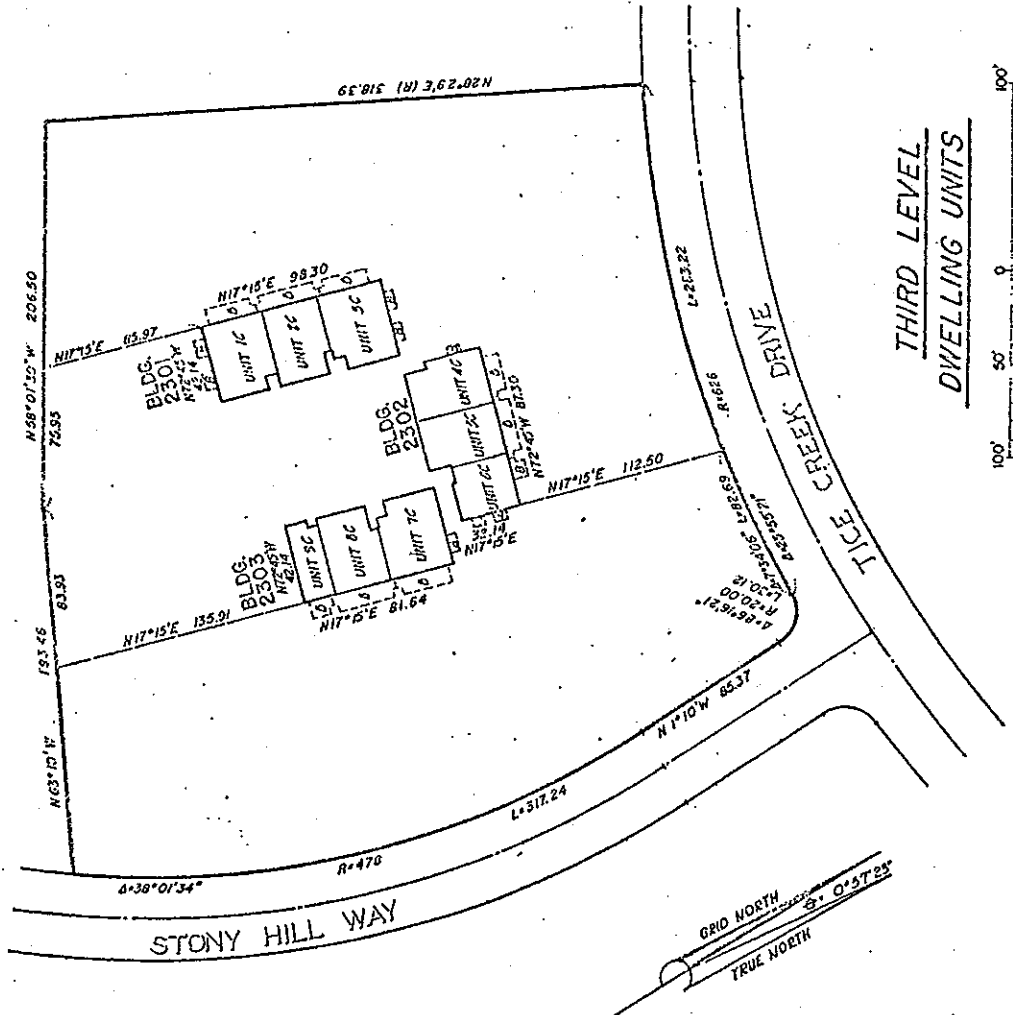
SECOND LEVEL
 DWELLING UNITS

NOTES:
 P-PATIO
 B-BALCONY
 BUILDING DIMENSION AND TIES SHOWN ARE TO EFFECTIVE
 UNITS OF BUILDING. INTERIOR DIMENSIONS OF INDIVIDUAL
 UNITS ARE SHOWN ON BUILDING DETAIL PLANS.

CONDOMINIUM PLANS
 LOT 1 SUBDIVISION 3961
 MUTUAL 23
 CITY OF WALNUT CREEK
 CONTRA COSTA COUNTY, CALIF.

JULY 1970
 BRYAN AND MURPHY ASSOCIATES CIVIL ENGINEERS
 WALNUT CREEK, CALIFORNIA

SHEET 3 OF 10 SHEETS

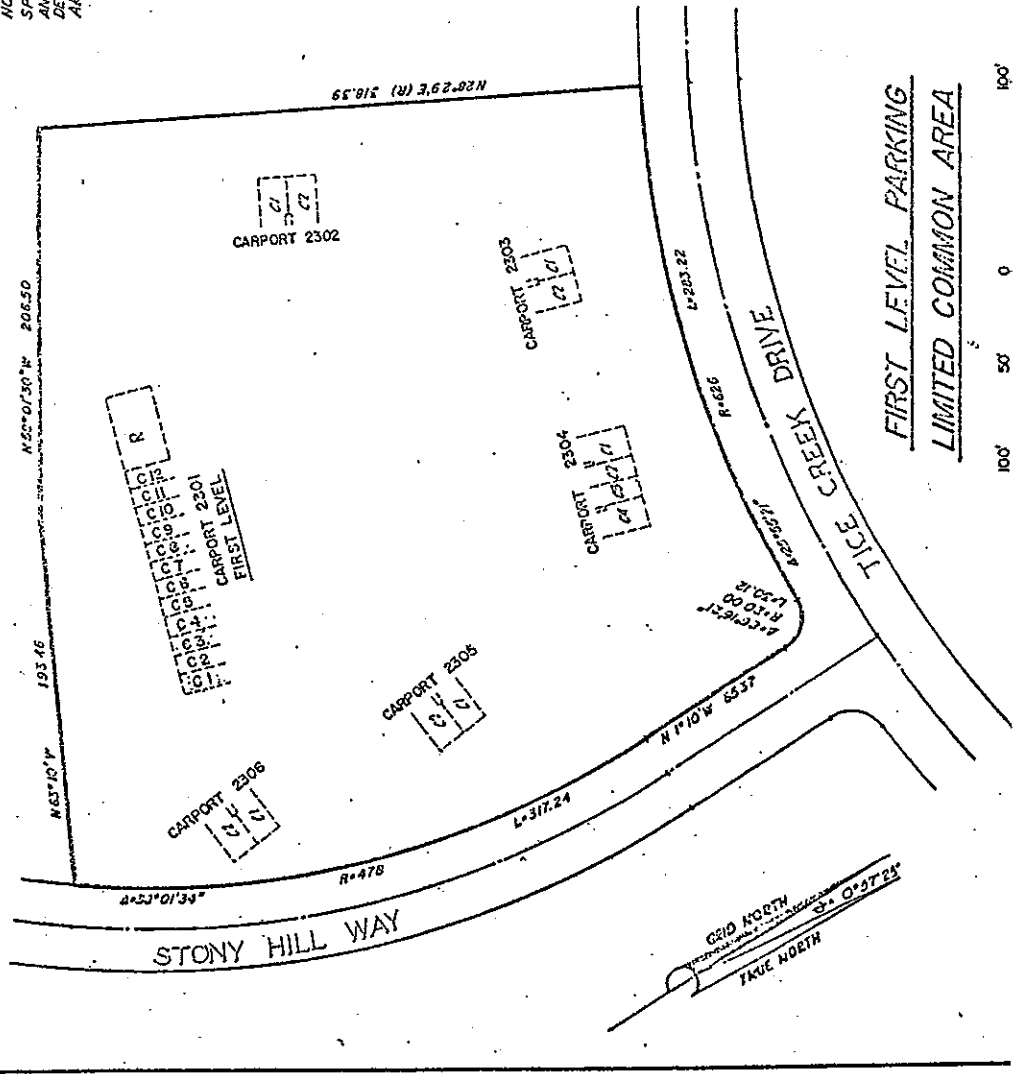


NOTE:
 SPACES MARKED C FOR CARPORT, ARE CARPORT SPACES
 AND ARE LIMITED COMMON AREAS AS MORE PARTICULARLY
 DESCRIBED ON SHEET 1 OF 10 SHEETS
 AREA MARKED R IS FOR RECEPTION ROOM.

CONDOMINIUM PLANS
 LOT 1 SUBDIVISION 3961
 MUTUAL 23

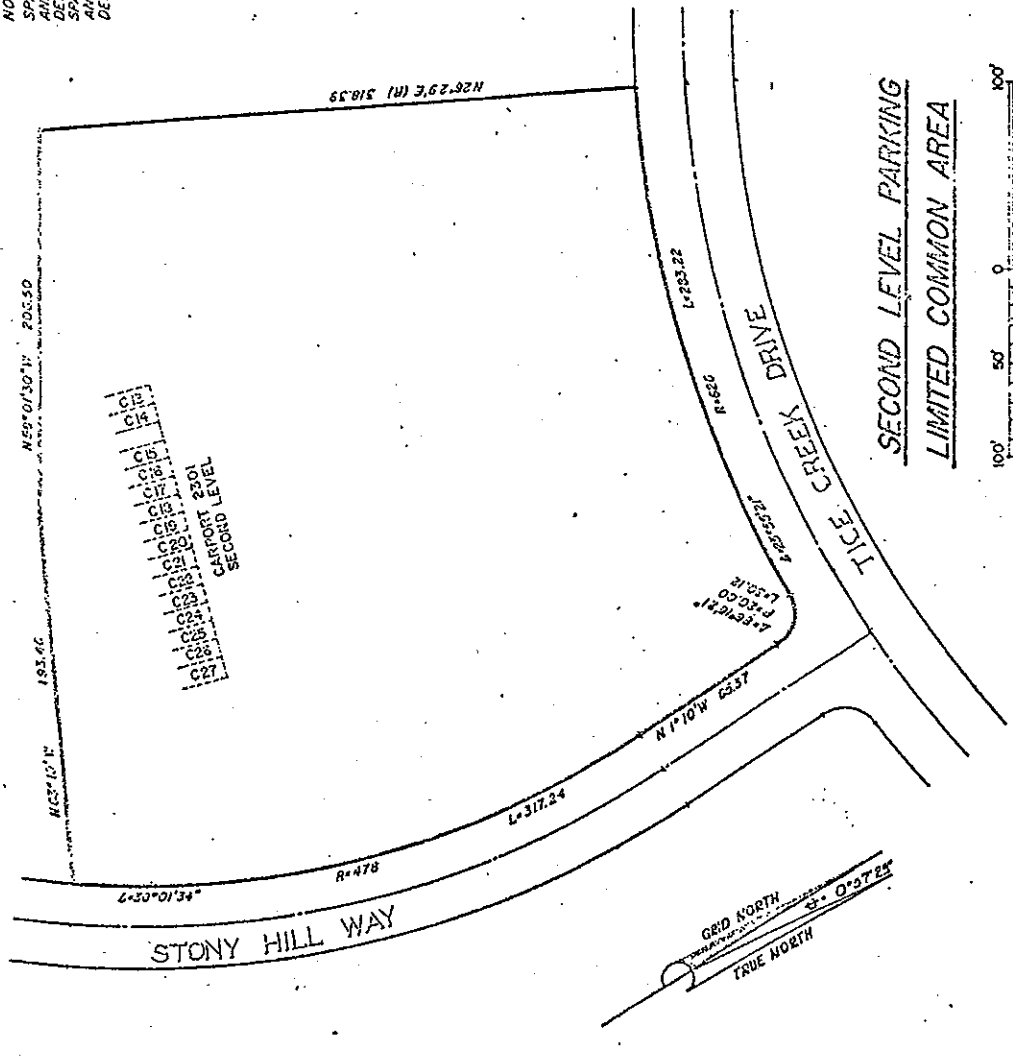
CITY OF WALNUT CREEK
 CONTRA COSTA COUNTY, CALIF.

JULY 1970
 BRYAN AND MURPHY ASSOCIATES CIVIL ENGINEER'S
 WALNUT CREEK, CALIFORNIA



NOTE:

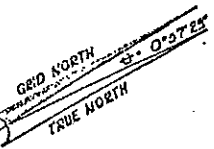
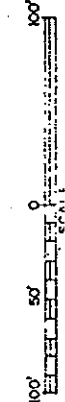
SPACES MARKED 'C' FOR GARPORT ARE GARPORT SPACES AND SPACES MARKED 'R' FOR COMMON AREAS AS FOLLOWS: SPACES MARKED 'G' FOR COMMON AREAS AS FOLLOWS: SPACES MARKED 'C' FOR COMMON AREAS AS FOLLOWS: AND ARE LIMITED COMMON AREAS AS SHOWN IN PARAGRAPHS DESCRIBED ON SHEET 1 OF 10 SHEETS.

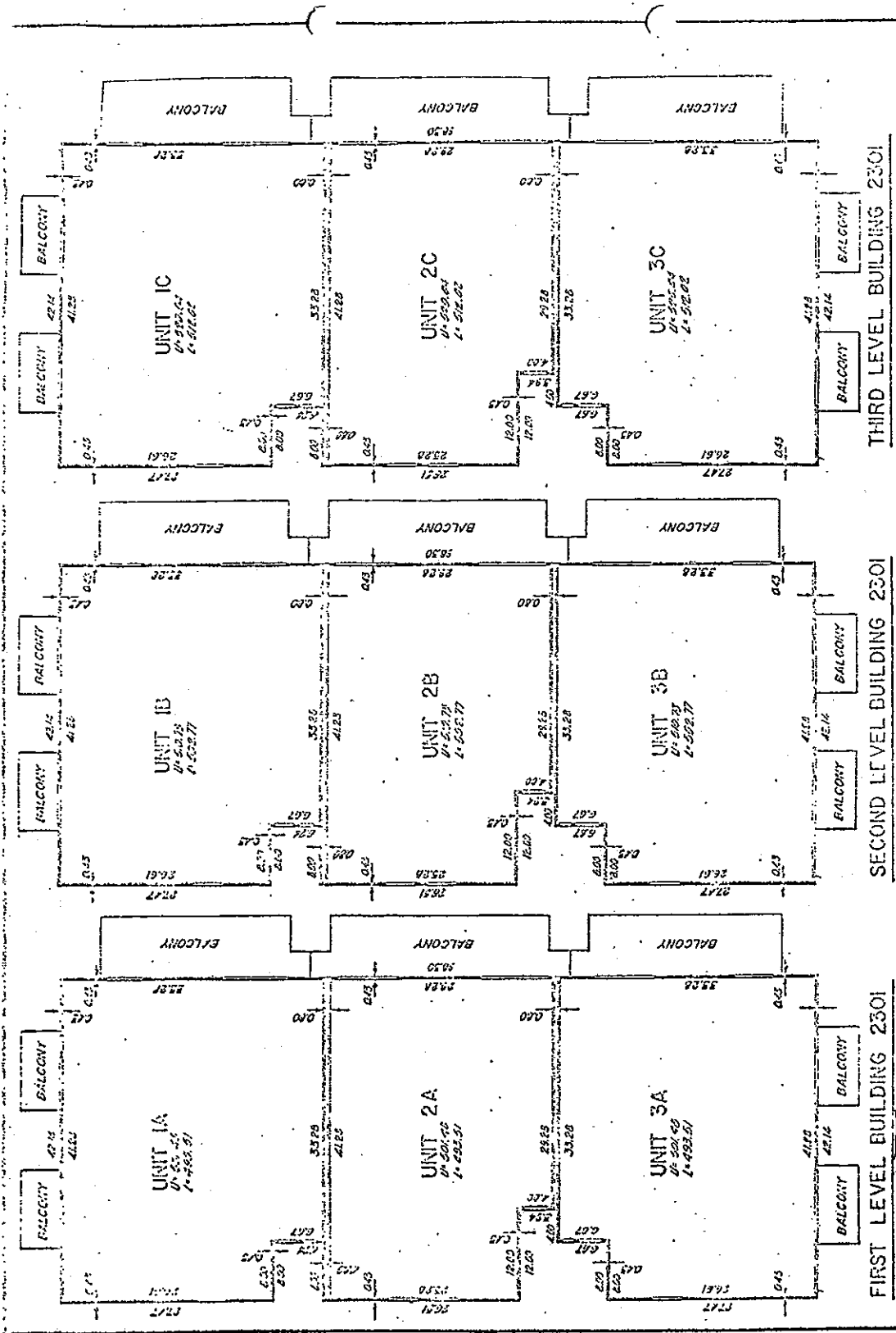


CONDOMINIUM PLANS
 LOT 1 SUBDIVISION 3961
 MUTUAL 23
 CITY OF WALNUT CREEK
 CONTRA COSTA COUNTY, CALIF.

JULY 1970
 BRYAN AND MURPHY ASSOCIATES CIVIL ENGINEERS
 WALNUT CREEK, CALIFORNIA

SECOND LEVEL PARKING
 LIMITED COMMON AREA





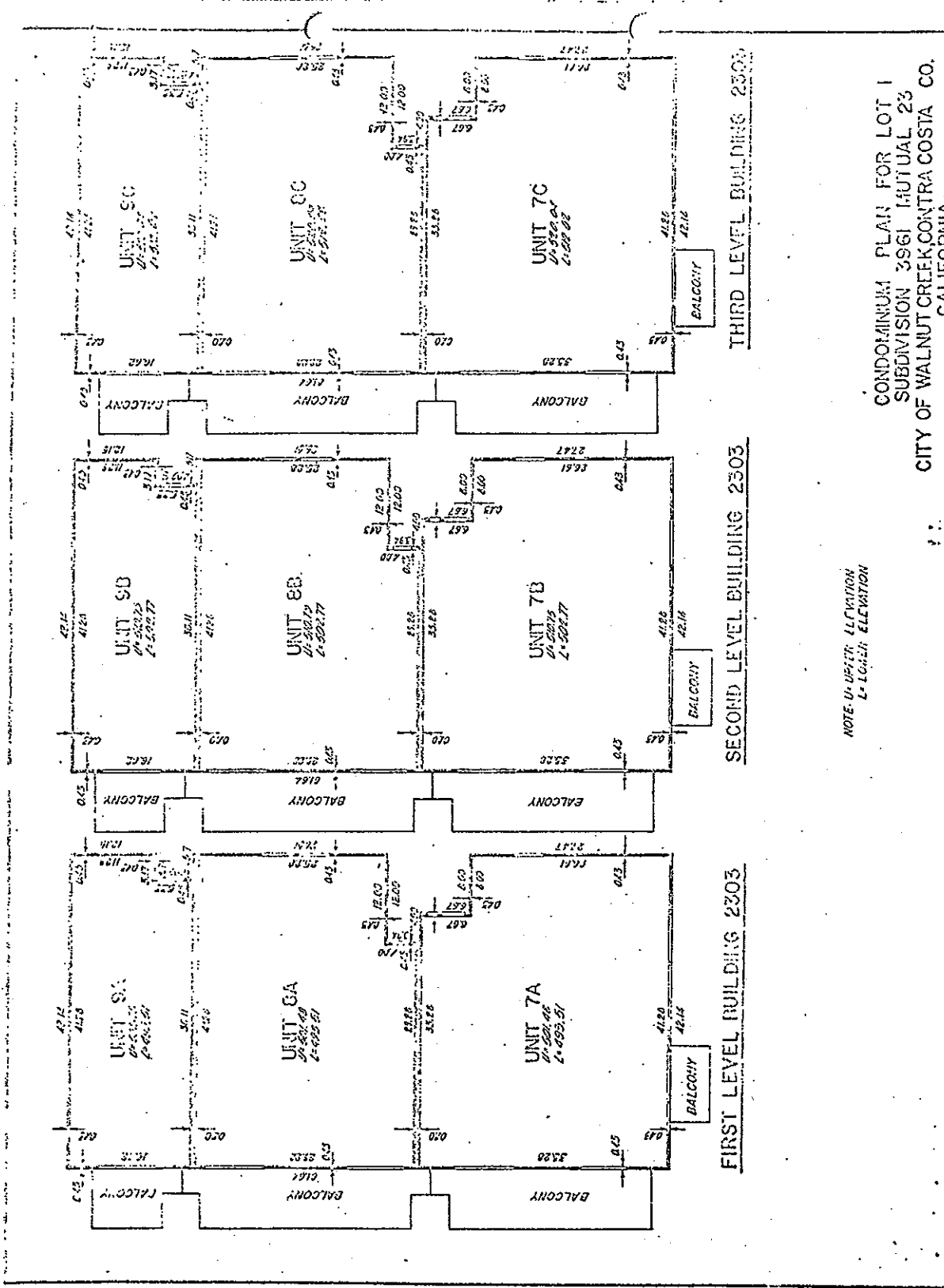
CONDOMINIUM PLAN FOR LOT 1
 SUBDIVISION 3961 MUTUAL 23
 CITY OF WAHAIHI PREFER CONTRA COSTA CO

THIRD LEVEL BUILDING 2301

SECOND LEVEL BUILDING 2301

FIRST LEVEL BUILDING 2301

NOTE: IN-UP-ON ELEVATION



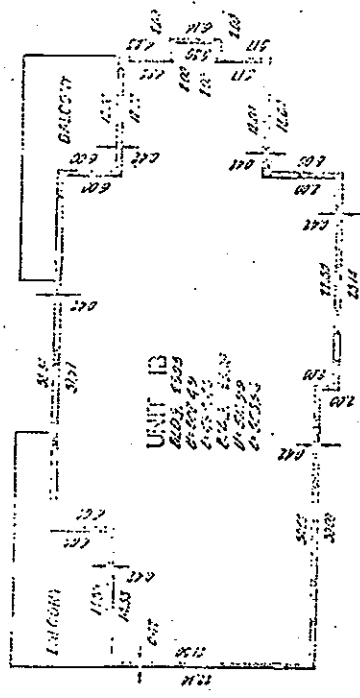
NOTE: D = DEPTH; E = ELEVATION
L = LENGTH; E = ELEVATION

CONDOMINIUM PLAN FOR LOT 1
SUBDIVISION 3961 MUTUAL 23
CITY OF WALNUT CREEK CONTRA COSTA CO.
CALIFORNIA

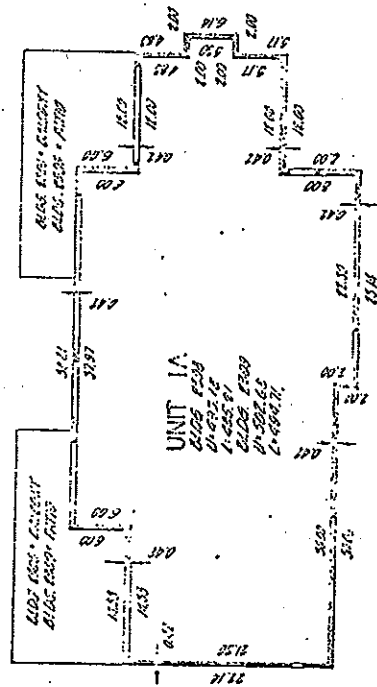
SHEET 2 OF 10 SHEETS

mut 23

CONDOMINIUM PLAN FOR LOT 1
SUBDIVISION 3961
MUTUAL 23
CITY OF WAIKIKI CREEK



SECOND LEVEL BUILDINGS
2308 AND 2309



FIRST LEVEL BUILDINGS
2308 AND 2309

NOTE: U-UPPER ELEVATION
L-LOWER ELEVATION

23

COPY

OCT 15 1970

Copy

68706

RECORDED AT REQUEST OF
Title Insurance and Trust Company
OCT 15 1970
AT 11:30 O'CLOCK A.M.
CONTRA COSTA COUNTY RECORDS
W. T. PAASCH
COUNTY RECORDER
FEE \$ 6.80

COPY

BOOK 6235
PAGE 230

AMENDMENT TO THE CONDOMINIUM PLAN ATTACHED TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TERRA CALIFORNIA, a California corporation, owner of that certain real property located in the City of Walnut Creek, County of Contra Costa, State of California, more particularly described in EXHIBIT "A" attached hereto and made a part hereof, did record that certain Condominium Plan attached to the document entitled, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, affecting said real property, dated July 14, 1970, recorded August 11, 1970, in Book 6190, Page 408, Series No. 51712, Contra Costa County Records.

WHEREAS, it is the desire of said TERRA CALIFORNIA, a California corporation, that said Condominium Plan attached to said Declaration of Covenants, Conditions and Restrictions be amended and modified as they relate to Units 4A, 4B and 4C in Building No. 2302 by substituting Pages 1, 2, 3 and 7, attached hereto and made a part hereof as EXHIBIT "B", instead of and in place of Pages 1, 2, 3 and 7 originally attached to said Declaration.

AMENDMENT:

NOW THEREFORE, TERRA CALIFORNIA, a California corporation, does hereby amend and modify said Condominium Plan by substituting the attached Pages marked EXHIBIT "B", as defined above, to said Declaration of Covenants, Conditions and Restrictions.

EXCEPT as modified herein, said Condominium Plan shall remain in full force and effect.

STATE OF CALIFORNIA,

COUNTY OF Contra Costa

ss.

ON October 14, 1970,
before me, the undersigned, a Notary Public in and for said State, personally appeared
D. E. Graves and Charles W. Carson, Jr.

Vice President and Assistant Secretary, respectively
of the Terra California
the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.



OFFICIAL SEAL
MARGARET A. STAFFLER
NOTARY PUBLIC, CALIFORNIA
COUNTY OF CONTRA COSTA

Margaret A. Staffler
Notary Public in and for said State

AMENDMENT TO THE CONDOMINIUM PLAN ATTACHED TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TERRA CALIFORNIA, a California corporation, owner of that certain real property located in the City of Walnut Creek, County of Contra Costa, State of California, more particularly described in EXHIBIT "A" attached hereto and made a part hereof, did record that certain Condominium Plan attached to the document entitled, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, affecting said real property, dated July 14, 1970, recorded August 11, 1970, in Book 6190, Page 408, Series No. 51712, Contra Costa County Records.

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AMENDMENT:

NOW THEREFORE, TERRA CALIFORNIA, a California corporation, does hereby amend and modify said Condominium Plan by substituting the attached Pages marked EXHIBIT "B", as defined above, to said Declaration of Covenants, Conditions and Restrictions.

EXCEPT as modified herein, said Condominium Plan shall remain in full force and effect.

EXECUTED this 14th day of October, 1970,
at Walnut Creek, California.

TERRA CALIFORNIA
a California corporation

By _____

By _____

Terra California

EXHIBIT "A"

LOT 1, as said lot is shown on the map of "Subdivision 3961, City of Walnut Creek, Contra Costa County, California", filed March 4, 1970, in Book 129 of Maps, pages 36, 37 and 38, in the office of the County Recorder of Contra Costa County.

EXCEPTING THEREFROM:

STONEY HILL WAY and Tice Creek Drive, as shown on said map of "Subdivision 3961", etc.

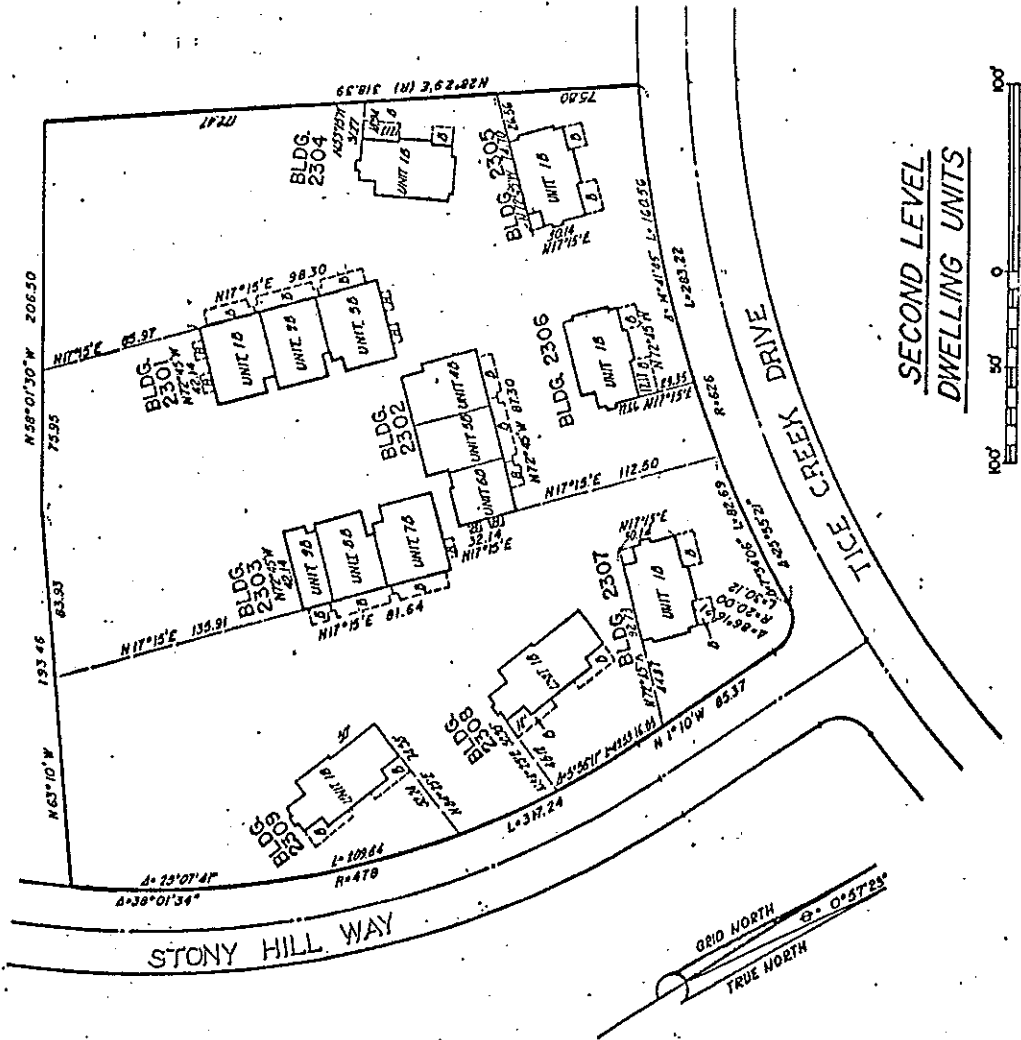
AMENDED
CONDOMINIUM PLANS
LOT 1 SUBDIVISION 3961
MUTUAL 23

CITY OF WALNUT CREEK
CONTRA COSTA COUNTY, CALIF.

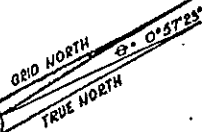
SEPT. 1970

BRYAN AND MURPHY ASSOCIATES CIVIL ENGINEERS
WALNUT CREEK, CALIFORNIA

NOTES:
A - PATIO
B - BALCONY
DIMENSION AND TIES SHOWN ARE TO EXTERIOR
LIMITS OF BUILDINGS. INTERIOR DIMENSIONS OF INDIVIDUAL
UNITS ARE SHOWN ON BUILDING DETAIL PLANS.



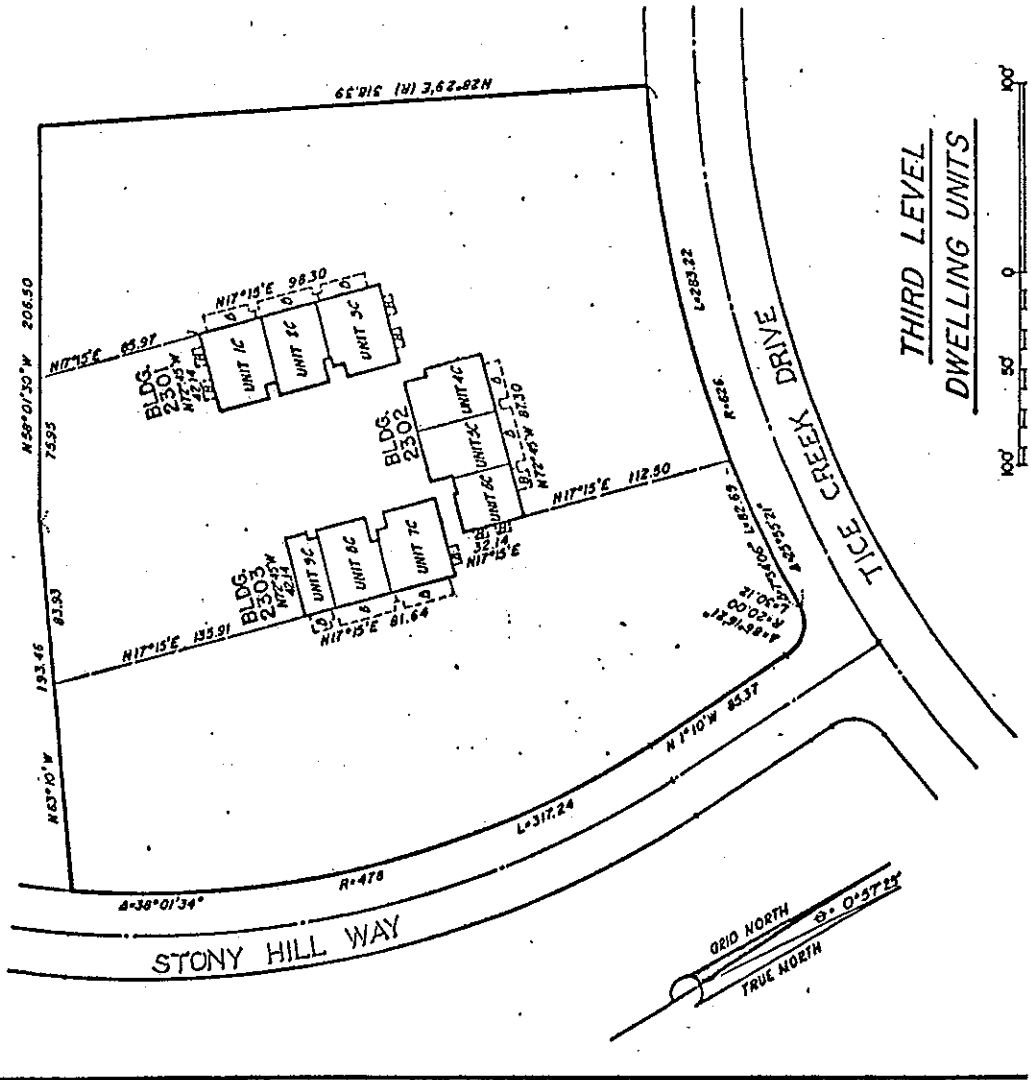
SECOND LEVEL
DWELLING UNITS



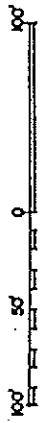
NOTES:
 1. BALCONY DIMENSIONS AND TIES SHOWN ARE TO EXTERIOR
 SURF OF BUILDING UNLESS OTHERWISE NOTED.
 UNITS ARE SHOWN ON BUILDING DETAIL PLANS.

AMENDED
 CONDOMINIUM PLANS
 LOT 1 SUBDIVISION 3961
 MUTUAL 23
 CITY OF WALNUT CREEK
 CONTRA COSTA COUNTY, CALIF.

SEPT. 1970
 BRYAN AND MURPHY ASSOCIATES CIVIL ENGINEERS
 WALNUT CREEK, CALIFORNIA



THIRD LEVEL
 DWELLING UNITS



(23)

AUG 12 1970
51711

Copy

AGREEMENT ESTABLISHING COVENANTS,
CONDITIONS AND RESTRICTIONS

RECORDED AT REQUEST
Title Insurance and Trust Comp
AUG 11 1970
AT 2:15 O'CLOCK
CONTRA COSTA COUNTY REC'D
W. T. PAASCH
COUNTY RECORDER
FEE \$ 13.20

WHEREAS, Terra California, a California corporation, is the owner of the real property described in Exhibit A hereto; and

WHEREAS, Golden Rain Foundation of Walnut Creek, a California corporation (hereinafter called Foundation) and First Walnut Creek Mutual, Walnut Creek Mutual No. Two, Walnut Creek Mutual No. Eight, Walnut Creek Mutual No. Ten, Walnut Creek Mutual No. Eleven, Walnut Creek Mutual No. Twelve, Walnut Creek Mutual No. Thirteen, Walnut Creek Mutual No. Fourteen, Walnut Creek Mutual No. Fifteen, Walnut Creek Mutual No. Sixteen, and Walnut Creek Mutual No. Seventeen, (all of the foregoing being California corporations hereinafter collectively called Mutuals) respectively own the parcels of real property developed or intended to be developed for residential, recreational and community purposes which are more particularly described in Exhibit B hereto; and

WHEREAS, the real property of Foundation and Mutuals described in Exhibit B is adjacent to or in the immediate vicinity of the real property of Terra California described in Exhibit A and the development and use of the real property described in Exhibit A is of concern to the Foundation and the Mutuals; and

WHEREAS, Terra California is desirous of obtaining for residents in the improvements to be constructed on the real property described in Exhibit A the privileges of membership in the Foundation and the use of community and recreational facilities of the Foundation; and

WHEREAS, Foundation and Mutuals are willing to afford the privilege of such memberships and use in consideration of the full and timely performance and observance of all of the following covenants, conditions and restrictions.

NOW, THEREFORE, Terra California, Foundation and Mutuals agree that the real property described in Exhibit A shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following restrictions, conditions and covenants, all of which run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property described in Exhibit A hereto or any part thereof, and all of which are for the benefit of the real property described in Exhibit B and each portion thereof and each present and each future owner of any portion of the real property described in Exhibit B and the same shall enure to and pass with the real property described in Exhibit B and each portion thereof.

THE UNDERSIGNED COUNTY RECORDER HEREBY
CERTIFIES THAT THIS INSTRUMENT
Agreement
IS A TRUE AND CORRECT
ORIGINAL INSTRUMENT
THIS 11th DAY OF
AUGUST, 1970
51711
Carol W. Paasch

BOOK 6190

1. LAND USE: All of the real property subject hereto shall be developed and shall be used for private residential purposes exclusively and no structure other than residential dwellings, laundry buildings, carports and/or garages shall be erected, altered, placed, or maintained or permitted on any of the real property subject hereto, except the temporary uses and structures referred to in paragraph 9 hereof.

2. ARCHITECTURAL CONTROL:

A. No building, fence, wall or other structure shall be constructed, placed or maintained upon the property subject hereto until the "plan" referred to in Section 1351 of the Civil Code (in the case of a condominium project) as well as the site plans and preliminary construction drawings (herein collectively referred to as "plans") are submitted to and are approved by the committee established under subparagraph D hereof with respect to compatibility, (as to quality of exterior design and construction, density, type and height of improvements, open areas and general pattern of development) with the development on the real property described in Exhibit B, which approval shall not be unreasonably withheld. All such buildings, fences, walls or other structures shall be developed and constructed in accordance with the plans so approved; or an amended approved plan, after its resubmittal to and approval by the committee established under paragraph D hereof.

B. Except for the purposes of proper maintenance and repair and except as provided in said paragraph D hereof, no person, persons, entity or entities shall install, erect, attach, apply, paste, hinge, screw, build or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices or make any changes or otherwise alter whatsoever the exterior of any structure constructed on the property subject hereto. For the purpose of this provision, the term "exterior" shall mean any outside walls, outward surfaces, roofs, outside doors, or other outside structures of any residential dwelling units.

C. Except for the purposes of proper maintenance and repair, and except as provided in subparagraph D hereof, no person, persons, entity or entities shall install, construct or build any walkways, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices or other structures of any kind on the property subject hereto except for such walkways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices or other structures which are constructed concurrently with the construction of residential dwellings, residential carports or residential garages on the property subject hereto.

D. Except for proper maintenance and repair, no person, persons, entity, or entities shall perform any of the acts specifically set forth in paragraphs B and C above until: The complete plans and specifications showing the kind, nature, shape, height, material, type of construction, scheme, and all information specified by the hereinafter named committee for any proposed alteration, modification, addition, deletion or other

proposed form of change to the exterior of any residential dwelling unit, residential carport, or residential garage as set forth in subparagraph B hereof or changes to such property as set forth in subparagraph C hereof have been approved in writing as to conformity and harmony in external design with existing structures on the property subject hereto, and upon the property of Foundation and Mutuals, by unanimous decision of a committee of three members appointed as hereinafter provided or by a representative designated by all of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove the plan to which reference is made in subparagraph A, and such proposed alteration, modification, deletion or other proposed form of change or location pending the appointment of a successor or successors to said committee. The execution and recordation of a certificate of identity of the persons constituting the said committee, which certificate shall refer to the book and page number designated by the County Recorder of Contra Costa County, California, for this declaration by Foundation shall be conclusive evidence of the membership of said committee in favor of any person relying thereon in good faith. In the event the committee or the designated representative appointed by the committee fails to approve or disapprove the plans to which reference is made in subparagraph A hereof, or such proposed alteration, modification, addition, deletion or other proposed form of change within thirty (30) days after submittal to the committee, such approval will not be required and this covenant will be deemed to have been fully complied with. Such plans and specifications shall be personally delivered to any member of the committee or mailed to the committee via certified mail, return receipt requested, postage prepaid, at P. O. Box 2220, Dollar Ranch Substation, Walnut Creek, California. The plans shall be deemed submitted to the committee upon the date of receipt by the committee of such plans. The committee shall have the right of changing its mailing address by recording an instrument of change of mailing address with the County Recorder of Contra Costa County, California, which instrument shall refer to the book and page number designated by the County Recorder for the declaration. Neither the members of such committee nor its designated representative shall be entitled to any compensation for any services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall continue until January 1, 2008 after which date the powers and duties of the committee shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the property then covered hereby and by the Foundation has been recorded terminating the power of said committee.

Until ten (10) years has elapsed after the date of recording, the initial conveyance to an Owner of a Condominium subject to these restrictions, one member of said committee shall be appointed by Terra California, a California corporation, and one member shall be appointed by Golden Rain Foundation of Walnut Creek, and the third member shall be designated by the other two members. After the expiration of said ten (10) year period, all of the members of said committee shall be appointed by the Golden Rain Foundation of Walnut Creek. Terra California hereby appoints Lynn E. White as the member of said committee initially as designated by it, and Foundation hereby appoints John A. Jerman as the member initially designated by it. The third member shall be Nicholas Daniloff. Terra California and Foundation may at any time remove and replace any members of the committee who they have designated and the third member may be removed and replaced at any time by the other two.

3. EASEMENTS: No structure, planting or other encroachment other than driveways and sidewalks shall be placed or permitted to remain which may damage or interfere with the easements for installation and maintenance of utilities or which may change the direction or flow of drainage or sewer channels or which may obstruct or retard the flow of water through drainage or sewage channels within any easements or installation of maintenance of sewers, utilities and drainage facilities shown on the recorded plat of any of the property subject hereto. The easement area of each lot or parcel and all improvements in it shall be maintained continuously by the owner of any lot or parcel on any of the real property subject hereto except for those improvements for which a public authority or utility company is responsible.

4. SIGNS: No signs of any character shall be erected, posted, pasted, or displayed upon or about any lot or building or improvement constructed on any lot of the real property subject hereto except for such signs as may be displayed in accordance with California Civil Code Section 712.

Notwithstanding the foregoing, it is understood that the provisions of paragraph 4 shall not prevent the construction and temporary maintenance on any part of the property subject hereto of an office or offices to be used solely by the duly authorized selling agent of residential units constructed or to be constructed on said property; likewise, the owner and the duly authorized selling agent of any of the property subject hereto or of residential units constructed hereon shall be permitted to display signs advertising the sale of said property and residential dwelling units and directional and other signs related to the development and sale of the property subject hereto and to erect and use such construction fences, offices, yards and other proper structures as are required during the period of construction.

5. NUISANCES: No noxious or offensive trade or activity shall be carried on in any structures located on the property subject hereto or within the confines of such property nor shall anything be done thereon or therein which may be or become an annoyance or nuisance to owners or occupants of the property subject hereto or to the Foundation, the Mutuals, or users of and residents upon the real property of the Foundation and the Mutuals described in Exhibit B hereto.

6. LIVESTOCK---POULTRY AND PETS: The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind regardless of number or quantity shall be and is hereby prohibited on the property subject hereto and in any structure thereon except that this shall not prohibit the keeping of dogs, cats or caged-type birds as domestic pets provided, however, that not exceeding a total of two (2) such domestic pets may be maintained in any dwelling unit at any one time.

7. TEMPORARY USE AND STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any of the property subject hereto at any time as a residence either temporarily or permanently.

8. OCCUPANCY: The property subject hereto shall be used, occupied and developed only for private residential purposes, and the temporary uses to which reference is made in paragraph 9.

A. No person shall reside in or occupy any residence or dwelling on the property subject hereto except

(1) Natural persons who have attained the age of forty-five (45) years, for whom payment for membership fee and current dues, charges, and assessments of the Foundation are not delinquent and who comply with the By-Laws, Rules and Regulations of the Foundation as they now exist or from time to time are adopted; and

(2) Members of the immediate family of the persons listed in subparagraph (1) above who may be permitted temporary occupancy by the Foundation under its Rules and Regulations as they now exist or are from time to time adopted.

B. In the event a residential unit is occupied by one not the owner thereof, both the owner and the occupant shall be personally liable, jointly and severally, for the dues, charges and assessments of the Foundation.

C. No more than two (2) persons may occupy a one (1) bedroom unit or residence nor shall more than three (3) persons occupy a two (2) bedroom unit or residence without the approval of the Foundation.

9. NON-RESIDENTIAL USES: No professional, commercial, or industrial uses of any kind shall be conducted or permitted in or upon any of the property subject hereto except temporary uses related to or required in connection with the development and sale for residential purposes of the property subject hereto. In no event shall any temporary use be conducted or permitted for more than three (3) years, without the written consent of the Foundation.

10. VEHICLES: No vehicles other than golf carts, passenger automobiles and station wagons shall be parked or stored upon any property subject hereto except in areas, if any, which may be designated exclusively for the parking or storage of vehicles other than golf carts, passenger automobiles and station wagons. No vehicle shall be repaired or rebuilt on any of the property subject hereto.

11. MAINTENANCE LIEN: All property subject hereto shall be landscaped, planted and maintained and the exteriors of all structures on the property subject hereto shall be repaired and maintained to the level and standard that is established from time to time by and for the property and structures of Foundation and Mutuals situate on the real property described in Exhibit B.

In the event the owner of any property covered hereby fails to landscape, plant, repair and maintain said property to such level and standard, Foundation, in addition to any other remedy, may perform or cause performance of such work as may be required to achieve and maintain the appropriate standard

and level and the cost thereof shall be immediately due and payable in full from such owner to Foundation, and interest shall accrue on such sum at ten percent (10%) per annum until payment. Said sum with interest shall be a charge and continuing lien on the land of such owner and, in addition, shall be a personal obligation of such owner. Foundation shall be entitled to reasonable attorneys' fees and its costs in establishing said lien and in enforcing such personal liability pursuant to arbitration, as hereinafter provided, and in enforcing any arbitration award, including the foreclosure thereof. The charge and lien for which provision is made in this paragraph 11 shall be subordinate to the lien of any mortgage or mortgages, but no foreclosure of any mortgage or mortgages shall relieve the property subject hereto or the owner thereof of any charge or lien thereafter arising.

Any disagreement or controversy between an Owner and Foundation with respect to the interpretation or application of this Paragraph 11 or the obligations of such Owner thereunder shall be determined by arbitration. Arbitration may be requested by either Foundation or an Owner, and shall be conducted at Walnut Creek, California under the jurisdiction of and pursuant to the rules of the American Arbitration Association. Foundation, at least thirty (30) days prior to any request by it for arbitration, shall notify in writing the owner or owners against whom it proposes to seek arbitration, stating the issues to be raised by it in such arbitration.

12. ADDITIONAL PROPERTIES: Additional properties may be annexed to the property described in Exhibit A hereto and thus become a part of the property covered hereby by written instrument executed by the owner or owners of such property and by the Foundation recorded in the Office of the County Recorder of Contra Costa County, California, and referring to the book and page at which this agreement is herein executed.

13. DURATION, AMENDMENT, AND ENFORCEMENT:

A. Duration: All the covenants, and conditions and restrictions set forth in this agreement shall continue and remain in full force and effect at all times against the property covered hereby (subject to amendment, modification, or termination as provided for in subparagraph B hereof) until January 1, 2008 after which date said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (1) years each unless an instrument signed by a majority of the then owners of the property then covered hereby and by the Foundation has been recorded terminating the covenants, conditions and restrictions in whole or in part.

B. Amendment, modification and termination: Notwithstanding the provisions of subparagraph A of this paragraph 13, Foundation and three-fourths (3/4) of the record owners of fee simple title to all property covered hereby shall at all times have the right to modify, amend or terminate in whole or in part all covenants, conditions and restrictions herein contained, as to and only as to the property of such owners executing, acknowledging and by recording in the Office of the County Recorder of Contra Costa County, California, an instrument or instruments terminating, amending or modifying the covenants,

conditions and restrictions hereof which instrument shall specifically describe the property. Such instrument when so recorded shall be conclusive evidence of such amendment, termination or modification in favor of any person relying thereon in good faith. Any such instrument shall also refer to the book and page number designated by the County Recorder of Contra Costa County, California, for this instrument. Such amendment, modification or termination shall apply only to the property specifically described therein.

C. Pre-construction Rights: Notwithstanding the foregoing provisions of this paragraph 13, the owner or owners of any property subject hereto, by recording in the Office of the County Recorder of Contra Costa County, California, an instrument of termination, amendment or modification (which instrument shall refer to the book and page number designated by the County Recorder of Contra Costa County, California, for this instrument), may terminate, amend or modify in whole or in part the covenants, conditions and restrictions herein contained as to any parcel of the property subject hereto at any time prior to the construction of any improvements on such parcel. "Parcel" as used in this subparagraph C means a parcel shown upon a parcel map recorded pursuant to Section 11575 et seq. of the Business and Professions Code of the State of California. Construction of improvements means the installation of foundation or footing for a building and, in the case of a concrete foundation or footing, shall refer to the pouring of concrete for such foundation or footing. No power to amend, modify or terminate shall exist under this subparagraph C after any construction of improvements as above defined on any portion of a parcel even though such parcel may thereafter be further divided or the boundaries thereof modified or amended or the legal effect of the map upon which such parcel is delineated nullified.

D. Enforcement: The Foundation shall have the exclusive right in its own behalf and in behalf of the Mutuals to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations, liens and charges now or hereafter imposed by or under the provisions of this agreement. Failure by the Foundation to so enforce in any respect shall in no event be deemed a waiver of the right to do so thereafter.

No breach of the covenants, conditions and restrictions herein contained shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof but this agreement shall be binding upon and effective against any owner of the property covered hereby or a portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

14. SEVERABILITY: Envalidation of any one or more of the covenants, conditions and restrictions herein contained by judgment of a court of competent jurisdiction shall in no wise effect any of the other provisions hereof and all other provisions shall remain in full force and effect.

DATED: July 14, 1970

TERRA CALIFORNIA, a
California corporation

By _____
Its

By _____
Its

GOLDEN RAIN FOUNDATION OF
WALNUT CREEK, a California
corporation

By _____
Its

By _____
Its

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) SS

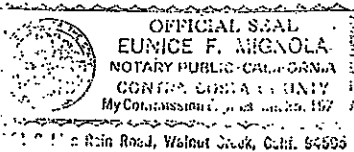
On the 14th day of July, 1970, before me, the undersigned, a Notary Public in and for said state, personally appeared W. H. Irish, known to me to be the President and D. E. Graves, known to me to be the Vice President of the corporation that executed the within instrument on behalf of the corporation 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.

WITNESS MY HAND AND OFFICIAL SEAL.

Margaret A. Staffler
Notary Public in and for said County and State



STATE OF CALIFORNIA, }
Said County of Contra Costa } ss.
On this 23rd day of July in the year one thousand nine hundred and seventy, before me, Eunice F. Mignola, a Notary Public, State of California, duly commissioned and sworn, personally appeared John A. Jerman, known to me to be the Administrator



of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the said County of Contra Costa the day and year in this certificate first above written.

Eunice F. Mignola
Notary Public, State of California.
My Commission Expires January 25, 1973

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF CONTRA COSTA, CITY OF WALNUT CREEK, DESCRIBED AS FOLLOWS:

LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "SUBDIVISION 3961, CITY
OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MARCH 4,
1970, IN BOOK 129 OF MAPS, PAGES 36, 37 AND 38, IN THE OFFICE OF
THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

EXCEPTING THEREFROM:

STONY HILL WAY AND TICE CREEK DRIVE, AS SHOWN ON SAID MAP OF
"SUBDIVISION 3961", ETC.

EXHIBIT "B"

REAL PROPERTY IN THE CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 12, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO ROSSMOOR CORPORATION, DATED FEBRUARY 2, 1967, RECORDED FEBRUARY 17, 1967, IN BOOK 5568 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, AT PAGE 56.

PARCEL 2:

ALL THOSE AREAS DESIGNATED GOLDEN RAIN ROAD, TICE CREEK DRIVE, ROCKLEDGE LANE, OAKMONT WAY, CRESCENT CIRCLE AND OAKMONT DRIVE, ALL AS SHOWN ON THOSE CERTAIN RECORD OF SURVEY MAPS, FILED FEBRUARY 13, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGES 48, 49 AND 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND ALL THAT PORTION OF ROSSMOOR PARKWAY, AS SHOWN ON THE RECORD OF SURVEY REFERRED TO ABOVE AT PAGE 48, LYING NORTHWESTERLY OF A LINE DRAWN NORTH 63° 43' 45" EAST FROM THE SOUTHERN TERMINUS OF THAT CERTAIN CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 24 FEET AND FORMING THE INTERSECTION OF GOLDEN RAIN ROAD AND ROSSMOOR PARKWAY, AS SHOWN ON SAID RECORD OF SURVEY AT PAGE 48.

PARCEL 3:

ALL THOSE AREAS DESIGNATED TICE CREEK DRIVE, CRESCENT CIRCLE, RUNNING SPRINGS ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED MARCH 11, 1964, IN LICENSE SURVEY MAP BOOK 26, AT PAGE 36, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TICE CREEK DRIVE, LEISURE LAND AND STANLEY DOLLAR DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 3, 1964, IN LICENSE SURVEY MAP BOOK 27, AT PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

ALL THOSE AREAS DESIGNATED GOLDEN RAIN ROAD, PINE KNOLL DRIVE AND OAKMONT DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED MAY 15, 1964, IN LICENSE SURVEY MAP BOOK 27, AT PAGES 43 AND 44, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

ALL THAT CERTAIN AREA DESIGNATED PINE KNOLL DR., AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED AUGUST 5, 1964, IN LICENSE SURVEY MAP BOOK 29, AT PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6:

ALL THAT CERTAIN AREA DESIGNATED UPPER GOLDEN RAIN ROAD AND LOWER GOLDEN RAIN ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED SEPTEMBER 13, 1964, IN LICENSE SURVEY MAP BOOK 30, AT PAGE 16, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7:

ALL THAT CERTAIN AREA DESIGNATED GOLDEN RAIN ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 1, 1965, IN LICENSE SURVEY MAP BOOK 33, AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8:

ALL THAT CERTAIN AREA DESIGNATED GOLDEN RAIN ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 1, 1965, IN LICENSE SURVEY MAP BOOK 33, AT PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 9:

ALL THAT CERTAIN AREA DESIGNATED SINGING WOOD COURT AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED DECEMBER 17, 1965, IN LICENSE SURVEY MAP BOOK 38, AT PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF TICE CREEK DRIVE, WITH THE CENTER LINE OF STANLEY DOLLAR DRIVE, AS SHOWN ON THE RECORD OF SURVEY MAP, FILED APRIL 8, 1964, IN LICENSE SURVEY MAP BOOK 27, AT PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; RUN THENCE NORTH 63° 51' 17" EAST 174.171 FEET; THENCE TANGENT TO THE LAST MENTIONED COURSE, NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 21° 16' 51", A DISTANCE OF 135.72 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, NORTH 85° 08' 38" EAST 150 FEET; THENCE TANGENT TO THE LAST MENTIONED COURSE, NORTH-EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 10° 40' 05", A DISTANCE OF 93.096 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, NORTH 74° 28' 03" EAST 192.223 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 23° 28' 03", A DISTANCE OF 204.793 FEET; THENCE TANGENT TO THE LAST MENTIONED CURVE, NORTH 51° EAST 30.931 FEET; THENCE SOUTH 39° EAST 28 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; RUNNING THENCE SOUTH 51° WEST 30.391 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 4° 53', A DISTANCE OF 39.096 FEET; THENCE SOUTH 31° 20' 15" EAST 221.511 FEET; THENCE SOUTH 76° 10' 03" WEST 186.18 FEET; THENCE SOUTH 37° 33' 04" WEST 49.27 FEET; THENCE SOUTH 0° 32' 55" EAST 281.92 FEET; THENCE SOUTH 25° 42' 38" EAST 300.36 FEET; THENCE NORTH 89° 23' 01" EAST 111.48 FEET; THENCE SOUTH 0° 57' 22" EAST 66.44 FEET; THENCE NORTH 87° 04' 38" EAST 173.90 FEET; THENCE NORTH 0° 44' 43" EAST 72.517 FEET; THENCE NORTH 21° 50' EAST 110 FEET; THENCE NORTH 9° 15' WEST 278 FEET; THENCE NORTH 30° 36' WEST 127 FEET; THENCE NORTH 7° 30' WEST 97 FEET; THENCE NORTH 38° WEST 90 FEET; THENCE NORTH 55° 30' WEST 34 FEET; THENCE NORTH 21° 30' WEST 137 FEET TO A LINE DRAWN SOUTH 39° 52' 23" EAST FROM THE ACTUAL POINT OF BEGINNING; AND THENCE NORTH 39° 52' 23" WEST 67.304 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL 11:

ALL THAT CERTAIN AREA DESIGNATED CANYONWOOD COURT AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED MARCH 9, 1966, IN LICENSE SURVEY MAP BOOK 40, AT PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 12:

ALL THOSE CERTAIN AREAS DESIGNATED AS PTARMIGAN DRIVE AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 27, 1967, IN LICENSE SURVEY MAP BOOK 42, AT PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY PORTION OF CANYONWOOD COURT, TICE CREEK DRIVE AND PTARMIGAN DRIVE ADJOINING THE BOUNDARY LINES OF SAID RECORD OF SURVEY MAP (42 LSM 5).

PARCEL 13:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF PINE KNOLL DRIVE, WITH THE NORTH LINE OF PARCEL 28, AS SAID DRIVE AND PARCEL ARE SHOWN ON THE CERTAIN RECORD OF SURVEY MAP, FILED JUNE 18, 1965, IN LICENSE SURVEY MAP BOOK 35, AT PAGE 22, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; RUNNING THENCE ALONG SAID NORTH LINE, NORTH 71° 30' WEST 384 FEET TO THE GENERAL EAST LINE OF SAID PARCEL 28; THENCE ALONG THE LAST NAMED LINE AND ALONG THE GENERAL EAST LINE OF PARCEL 27, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED JUNE 18, 1965, IN LICENSE SURVEY MAP BOOK 35, AT PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, NORTH 6° 57' 10" WEST 711.14 FEET TO AN ANGLE POINT IN LAST SAID EAST LINE; THENCE CONTINUING ALONG THE LAST NAMED LINE, NORTH 46° EAST 214 FEET TO THE SOUTHWEST LINE OF GOLDEN RAIN ROAD, AS SAID ROAD IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 1, 1965, IN LICENSE SURVEY MAP BOOK 33, AT PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE LAST NAMED LINE, FROM A TANGENT THAT BEARS SOUTH 46° EAST, ON A CURVE TO THE LEFT WITH A RADIUS OF 376 FEET, THROUGH A CENTRAL ANGLE OF 9° 19' 22", A DISTANCE OF 61.18 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 53° 19' 22" EAST 211.61 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 574 FEET, THROUGH A CENTRAL ANGLE OF 13° 44' 22", A DISTANCE OF 137.34 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 39° 35' EAST 302.71 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 526 FEET, THROUGH A CENTRAL ANGLE OF 9° 45', A DISTANCE OF 89.51 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTH 49° 20' EAST 216.95 FEET TO THE NORTHWEST TERMINUS OF A CURVE WITH A RADIUS OF 19 FEET, A CENTRAL ANGLE OF 50° AND A LENGTH OF 29.85 FEET CONNECTING SAID SOUTHWEST LINE OF GOLDEN RAIN ROAD, WITH SAID NORTHWEST LINE OF PINE KNOLL DRIVE, AS SAID CURVE IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED SEPTEMBER 10, 1964, IN LICENSE SURVEY MAP BOOK, AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CURVE, TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 19 FEET, THROUGH A CENTRAL ANGLE OF 90°, A DISTANCE OF 29.85 FEET TO THE NORTHWEST LINE OF PINE KNOLL DRIVE, AS SAID DRIVE IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED AUGUST 5, 1964, IN LICENSE SURVEY MAP BOOK 28, AT PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE LAST NAMED LINE, SOUTHWESTERLY ON A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 526 FEET, THROUGH A CENTRAL ANGLE OF 22° 10', A DISTANCE OF 203.50 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 18° 30' WEST 178.30 FEET TO THE POINT OF BEGINNING.

PARCEL 14:

ALL THAT CERTAIN AREA DESIGNATED TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 3, 1967, IN LICENSE SURVEY MAP BOOK 46, AT PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 15:

ALL THAT PORTION OF TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN REVISED PARCEL MAP, FILED JUNE 23, 1988, IN BOOK 4 OF PARCEL MAP, AT PAGE 13, CONTRA COSTA COUNTY RECORDS, LYING NORTHWEST OF THE EXTENSION SOUTH 64° 03' 47" WEST OF THE SOUTHWEST LINE OF PARCEL 36, AS SHOWN ON SAID MAP.

PARCEL 16:

THAT PORTION OF TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN REVISED PARCEL MAP, FILED JUNE 27, 1968, IN BOOK 4 OF PARCEL MAPS, AT PAGE 15; CONTRA COSTA COUNTY RECORDS, LYING SOUTHERLY OF THE WESTERLY PROLONGATION OF THAT NORTHERLY LINE OF PARCEL 37, AS SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 64° 03' 47" EAST.

PARCEL 17:

THAT PORTION OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF PARCEL 37, WITH THE SOUTHEAST LINE OF PARCEL 38, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN REVISED PARCEL MAP, FILED JUNE 28, 1968, IN BOOK 4 OF PARCEL MAPS, AT PAGE 15, CONTRA COSTA COUNTY RECORDS; RUNNING THENCE ALONG SAID SOUTHEAST LINE, SOUTH 28° 29' WEST 52 FEET; THENCE FROM A TANGENT WHICH BEARS SOUTH 61° 31' EAST, ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 626 FEET, THROUGH A CENTRAL ANGLE OF 5° 22', A DISTANCE OF 58.63 FEET; THENCE NORTH 23° 07' EAST 52 FEET TO SAID SOUTHWEST LINE OF PARCEL 37; AND THENCE ALONG THE LAST NAMED LINE, FROM A TANGENT WHICH BEARS NORTH 66° 53' WEST, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 574 FEET, CONCENTRIC WITH THE AFOREMENTIONED CURVE HAVING A RADIUS OF 626 FEET, THROUGH A CENTRAL ANGLE OF 5° 22', A DISTANCE OF 53.76 FEET TO THE POINT OF BEGINNING.

PARCEL 18:

ALL THAT CERTAIN AREA DESIGNATED AS SKYCREST DRIVE, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED OCTOBER 28, 1968, IN BOOK 6 OF PARCEL MAPS, AT PAGE 12, CONTRA COSTA COUNTY RECORDS.

PARCEL 19:

PARCELS 3, 4 AND 5, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 13, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 20:

PARCELS 6, 7 AND 8, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 13, 1964, IN LICENSE SURVEY MAP BOOK, 25, AT PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 21:

PARCELS 9, 10 AND 11, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED MARCH 11, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 22:

PARCELS 12, 13 AND 14, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 8, 1964, IN LICENSE SURVEY MAP BOOK 27, AT PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 23:

PARCELS 15, 17 AND 18, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED MAY 15, 1964, IN LICENSE SURVEY MAP BOOK 27, AT PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 24:

PARCEL 19, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED AUGUST 5, 1964, IN LICENSE SURVEY MAP BOOK 29, AT PAGE 28, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 25:

PARCELS 21, 22 AND 23, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED SEPTEMBER 10, 1964, IN LICENSE SURVEY MAP BOOK 30, AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 26:

PARCEL 25, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 1, 1965, IN LICENSE SURVEY MAP BOOK 33, AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 27:

PARCEL 24, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 1, 1965, IN LICENSE SURVEY MAP BOOK 33, AT PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 28:

PARCEL 39, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP, FILED OCTOBER 23, 1968, IN BOOK 6 OF PARCEL MAPS, AT PAGE 12, CONTRA COSTA COUNTY RECORDS.

PARCEL 29:

PARCELS 29 AND 30, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED DECEMBER 17, 1965, IN LICENSE SURVEY MAP BOOK 38, AT PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 30:

PARCEL 15, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 9, 1964, IN LICENSE SURVEY MAP BOOK 27, AT PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 31:

PARCEL 31, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED MARCH 9, 1966, IN LICENSE SURVEY MAP BOOK 40, AT PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 32:

PARCEL 32, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 27, 1966, IN LICENSE SURVEY MAP BOOK 42, AT PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 33:

PORTION OF PARCEL 2, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 13, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

(COVER)

BEGINNING AT THE INTERSECTION OF THE EASTERN LINE OF TICE CREEK DRIVE, AS SAID DRIVE IS SHOWN ON SAID MAP, WITH THE SOUTHERN LINE OF SAID PARCEL 2; RUNNING THENCE ALONG SAID EASTERN LINE, FROM A TANGENT THAT BEARS NORTH 31° 36' 29" WEST, ON A CURVE TO THE RIGHT WITH A RADIUS OF 1574 FEET, THROUGH A CENTRAL ANGLE OF 5° 56' 10", A DISTANCE OF 160.33 FEET; THENCE LEAVING THE LAST NAMED LINE, NORTH 69° 57' 46" EAST 139.93 FEET; THENCE NORTH 20° 02' 14" WEST 33.93 FEET; THENCE NORTH 69° 57' 46" EAST 157.00 FEET TO THE EASTERN LINE OF SAID PARCEL 2; THENCE ALONG THE LAST NAMED LINE, SOUTH 24° 49' 28" EAST 188.93 FEET TO SAID SOUTHERN LINE OF SAID PARCEL 2; THENCE ALONG THE LAST NAMED LINE, SOUTH 58° 23' 31" WEST 294.58 FEET TO THE POINT OF BEGINNING.

PARCEL 34:

PARCELS 33 AND 34, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 3, 1967, IN LICENSE SURVEY MAP BOOK 46, AT PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 35:

PORTION OF PARCEL 2, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 13, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERN LINE OF TICE CREEK DRIVE, AS SAID DRIVE IS SHOWN ON SAID MAP, WITH THE SOUTHERN LINE OF SAID PARCEL 2; RUN THENCE ALONG SAID EASTERN LINE, FROM A TANGENT THAT BEARS NORTH 31° 36' 29" WEST, ON A CURVE TO THE RIGHT WITH A RADIUS OF 1574 FEET, THROUGH A CENTRAL ANGLE OF 5° 59' 10", A DISTANCE OF 130.33 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; RUNNING THENCE NORTH 69° 57' 46" EAST, A DISTANCE OF 139.93 FEET; THENCE NORTH 20° 02' 14" WEST 88.98 FEET; THENCE SOUTH 69° 57' 46" WEST 41.94 FEET; THENCE NORTH 20° 02' 14" WEST 80.98 FEET; THENCE SOUTH 73° 50' 52" WEST 105.70 FEET TO SAID EASTERN LINE OF TICE CREEK DRIVE; THENCE ALONG THE LAST NAMED LINE, SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1574 FEET, THROUGH A CENTRAL ANGLE OF 6° 37' 11", A DISTANCE OF 181.85 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL 36:

PARCELS 35 AND 36, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN PARCEL MAP, FILED JUNE 28, 1968, IN BOOK 4 OF PARCEL MAPS, AT PAGE 13, CONTRA COSTA COUNTY RECORDS.

PARCEL 37:

PARCELS 37 AND 38, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN PARCEL MAP, FILED JUNE 28, 1968, IN BOOK 4 OF PARCEL MAPS, AT PAGE 13, CONTRA COSTA COUNTY RECORDS.

PARCEL 38:

SKYCREST DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 3915, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 15, 1968, IN BOOK 127 OF MAPS, PAGES 8 AND 9, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

**RECORDED AT THE REQUEST OF AND
WHEN RECORDED RETURN TO:**



CONTRA COSTA Co Recorder Office
KRISTIN B. CONNELLY, Clerk-Recorder

DOC - 2024-0069870

Monday, Jul 22, 2024 15:32:13

SB2 Fee: \$75.00



THIRD WALNUT CREEK MUTUAL

Mutuals' Board Office

Attn: Lucy Limon

1001 Golden Rain Road

Walnut Creek, CA 94595-0987

Total Paid: \$107.00

Receipt#: 202400066284

0000 - Public

185 / CLERKPC18 / 15

**SECOND AMENDMENT TO THE AGREEMENT ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THIRD WALNUT CREEK MUTUAL – PROJECT NO. TWENTY-THREE**

This Second Amendment to the Agreement Establishing Covenants, Conditions and Restrictions of Third Walnut Creek Mutual – Project No. Twenty-Three (the “Second Amendment”) is made on the date hereinafter set forth by THIRD WALNUT CREEK MUTUAL, a California nonprofit mutual benefit corporation (the “Mutual”).

RECITALS

A. WHEREAS, an instrument entitled “Agreement Establishing Covenants, Conditions and Restrictions of Third Walnut Creek Mutual – Project No. Twenty-Three” was recorded on August 11, 1970 in Book No. 6190 of Official Records of Contra Costa County, California, Page No. 393 (the “Agreement”).

B. WHEREAS, the Agreement establishes certain limitations, easements, covenants, conditions, restrictions, liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in those certain parcels of real property located in the City of Walnut Creek, Contra Costa County, State of California, and as described in the Agreement.

C. WHEREAS, all of the real property described in the Agreement, including all improvements thereon, constitute a “condominium project” within the meaning of California Civil Code section 1351(f).

D. WHEREAS, the Mutual desires to amend the Agreement as set forth below.

E. WHEREAS, pursuant to Article XV of the Agreement, the Agreement may be amended by the affirmative vote of Record Owners representing at least three-fourths (3/4ths) of the Condominiums in the Mutual.

F. WHEREAS, all approvals required to amend the Agreement have been obtained.

NOW, THEREFORE, the Mutual amends the Agreement as set forth in this Second Amendment.

1. Article III, Section 2(b)(1) of the Agreement shall be deleted in its entirety, and shall be replaced with the following:

2(b)(1) The dollar amount of the Mutual's Property Insurance policy shall be the best and highest amount available, i.e., full insurable replacement value, taking into consideration availability and affordability of the premium. If coverage of less than the full insurable replacement value is not available or if the premium is cost prohibitive, the Project shall obtain coverage for the highest percentage of insurable replacement value that is available for a premium that is not cost prohibitive and is economically feasible. When considering economic feasibility, the board should consider all available factors, including but not limited to:

- (a) A risk analysis/risk assessment obtained from a qualified risk manager or a qualified insurance broker including an analysis of possible maximum loss scenarios.
- (b) Undertaking inspections and implementing actions to mitigate casualty risks, e.g., clearing brush/trees and establishing fire breaks at building perimeters.
- (c) Evaluating cost effectiveness at different percentages of coverage.
- (d) Such other financial factors and risk mitigations actions that a reasonable board of directors would consider under the same or similar circumstances.

IN WITNESS WHEREOF, the undersigned duly authorized officer, on behalf of the Declarant THIRD WALNUT CREEK MUTUAL, has executed this Amendment on this 1st day of JULY, 2024.

THIRD WALNUT CREEK MUTUAL

By: Thomas Lauck
Thomas Lauck, President

**CERTIFICATION OF THE SECOND AMENDMENT TO THE
AGREEMENT ESTABLISHING COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THIRD WALNUT CREEK MUTUAL
– PROJECT NO. TWENTY-THREE**

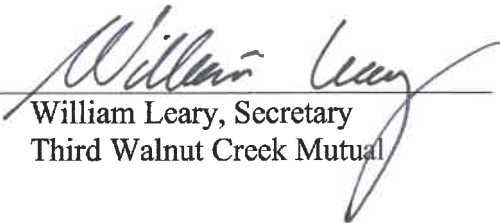
WHEREAS, an instrument entitled “Agreement Establishing Covenants, Conditions and Restrictions of Third Walnut Creek Mutual – Project No. Twenty-Three” was recorded on August 11, 1970 in Book No. 6190 of Official Records of Contra Costa County, California, Page No. 393 (the “Agreement”).

WHEREAS, the original Agreement allowed for the amendment of the Agreement Establishing Covenants, Conditions and Restrictions upon a vote in favor of amendment by the Record Owners representing at least three-fourths (3/4ths) of the Condominiums in the Mutual.

NOW THEREFORE, I declare that a vote was taken of all the Record Owners entitled to vote and that in excess of the requisite percentage of the Record Owners voted in favor of adopting the Second Amendment of the Agreement Establishing Covenants, Conditions and Restrictions for the Third Walnut Creek Mutual – Project No. Twenty-Three.

The Second Amendment of the Agreement Establishing Covenants, Conditions and Restrictions for the Third Walnut Creek Mutual – Project No. Twenty-Three shall replace the articles noted in the Amendment and be in full force and effect from the date of this Certification.

Dated this 1st day of July, 2024.



William Leary, Secretary
Third Walnut Creek Mutual

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

On 7/1/24 before me, Karen Kruth, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)



ACKNOWLEDGMENT

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

State of California
County of Contra Costa

On 7/1/24 before me, Karen Kruth, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)

