

RECORDING REQUESTED BY:)
)
WHEN RECORDED MAIL TO:)
David Deutscher Co.)
367 Civic Dr., Ste. 14)
Pleasant Hill, CA 94523)
)

AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

BLUM ROAD BUSINESS PARK
A Common Interest Development

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BLUM ROAD BUSINESS PARK (“**Declaration**”) is made this _____ day of _____, 20____, by Blum Road Business Park Owners’ Association, a California non-profit mutual benefit corporation (“**Association**”), is made with reference to the following Recitals:

RECITALS

A. On February 29, 1988, that certain Declaration of Covenants, Conditions and Restrictions of Blum Road Business Park, A Common Interest Development, was recorded in Book 14193, Page 728 of Official Records, Contra Costa County, California (“**Official Records**”), as Document No. 88-33863 (the “**Original Declaration**”).

B. By the Original Declaration, Blum Road Co., a partnership, David L. Deutscher, Lori J. Deutscher, Irvin Deutscher and Ludell Deutrcher (collectively, “**Original Declarant**”), established a common scheme and plan for the use, enjoyment, maintenance, and improvement of the real property in the County of Contra Costa, California, described as Lots 1 through 4, inclusive, as shown on the subdivision map for Subdivision 6929 filed for record on February 25, 1988 in Book 320, Pages 1 to 2, inclusive, Official Maps, Records of Contra Costa County, California (“**Project**”). That common scheme and plan is hereby reaffirmed, subject to the amendments and modifications expressly provided in this Declaration.

C. The Association, on behalf of the Owners (as defined below), desires to amend and restate the Original Declaration in its entirety by this Declaration. Section 9.1 of Article IX of the Original Declaration, provides that after the conveyance of the first Condominium the Original Declaration may be amended by the vote or written consent of fifty-one percent (51%) of the total voting power of each class of Members. All of the conditions for amendment under Section 9.1 of Article IX of the Original Declaration have been satisfied, including the assent of at least fifty-one percent (51%) of the Owners to amend and restate the Original Declaration by this Declaration, and the fact that all such conditions have been achieved is attested by the execution of this Declaration by duly authorized officers of the Association. Upon recordation

of this Declaration, the Original Declaration shall be deemed to be amended and restated by this Declaration.

NOW THEREFORE, in furtherance of such intent, the Association, on behalf of the Owners, hereby declares that the Project and all Improvements thereon are subject to the provisions of this Declaration. The Project shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions and restrictions stated in this Declaration. All such covenants, conditions and restrictions are declared to be in furtherance of the plan for the subdivision, improvement and sale of the Project as a Common Interest Development, which shall be a combination condominium project as defined in California Civil Code Section 1351(f), and a planned development project as defined in California Civil Code Section 1351(k). All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall run with the Project and shall inure to the benefit of and be binding on all Owners and all other parties having or acquiring any right, title or interest in any part of the Project.

ARTICLE I DEFINITIONS

Unless otherwise defined or unless the context clearly requires a different meaning, the terms used in this Declaration, the Map, the Plan and any grant deed to a Condominium shall have the meanings specified in this Article.

1.1 ADDITIONAL CHARGES: The term “Additional Charges” shall mean costs, fees, charges and expenditures, including without limitation, attorneys’ fees, late charges, interest and recording and filing fees actually incurred by the Association in collecting and/or enforcing payment of assessments, fines and/or penalties.

1.2 ARTICLES: The term “Articles” shall mean the Articles of Incorporation of Blum Road Business Park Owners’ Association, which are filed in the Office of the Secretary of State of the State of California.

1.3 ASSOCIATION: The term “Association” shall mean Blum Road Business Park Owners’ Association, its successors and assigns, a nonprofit mutual benefit corporation incorporated under the laws of the State of California.

1.4 BOARD: The term “Board” shall mean the Board of Directors of the Association.

1.5 BUILDING COMMON AREA: The term “Building Common Area” shall mean Lots 1 through 3, inclusive, as shown on the Map, and all Improvements thereon which are not part of any Unit.

1.6 BYLAWS: The term “Bylaws” shall mean the Bylaws of the Association and any amendments thereto.

1.7 COMMON AREA: The term “Common Area” shall mean all of the Project, Improvements thereon and airspace which are not part of any Unit. All Common Area shall be

divided into Project Common Area and Building Common Area; however, any reference in the Project Documents to Common Area shall include both Project and Building Common Area unless otherwise specified.

1.8 CONDOMINIUM: The term “Condominium” shall mean an estate in real property consisting of an undivided interest in common in a portion of the Building Common Area, a fee interest in a Unit and easements in portions of the Project as provided in this Declaration.

1.9 COUNTY: The term “County” shall mean the County of Contra Costa, State of California.

1.10 DECLARATION: The term “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions of Blum Road Business Park, as amended.

1.11 EXCLUSIVE USE COMMON AREA: The term “Exclusive Use Common Area” shall mean those portions of the Common Area which are shown on the Plan and defined in this Section.

(a) Parking Space: The term “Parking Space” shall mean each portion of the Common Area which is shown on the Plan as an individually numbered space designated with the letter “P”. The perimeter boundaries of each Parking Space are to the interior finished surfaces of the walls and, where there are no walls, to a vertical plane extended upwards from the lower dimension lines shown on the Plan. The vertical boundaries are to the finished surface of the ground and the interior finished surface of the ceiling, if in existence, or to a horizontal plane seven (7) feet above the finished floor. The approximate dimensions of each Parking Space are shown on the Plan. Each Parking Space includes the airspace encompassed within its boundaries.

1.12 IMPROVEMENTS: The term “Improvements” shall mean everything constructed, installed or planted on property subject to this Declaration, including without limitation, buildings, streets, fences, walls, paving, pipes, wires, grading, landscaping and other works of improvement as defined in Section 3106 of the California Civil Code, excluding only those Improvements or portions thereof which are dedicated to the public and accepted for maintenance by the public.

1.13 INVITEE: The term “Invitee” shall mean any person whose presence within the Project is approved by or is at the request of the Association or a particular Owner, including, but not limited to, lessees, tenants, and the family, guests, employees, licensees or invitees of Owners, tenants or lessees.

1.14 MAP: The term “Map” shall mean the subdivision map of Subdivision 6929 recorded on February 25, 1988, in Book 320 of Maps at Pages 1 and 2, in the Official Records of the County.

1.15 MEMBER: The term “Member” shall mean an Owner.

1.16 MORTGAGE: The term “Mortgage” shall mean any duly recorded mortgage or deed of trust encumbering a Condominium.

1.17 MORTGAGEE: The term “Mortgagee” shall mean a Mortgagee under Mortgage as well as a beneficiary under a deed of trust.

1.18 NOTICE AND HEARING: The term “Notice and Hearing” shall mean the procedure which gives an Owner notice of an alleged violation of the Project Documents and the opportunity for a hearing before the Board.

1.19 OWNER: The term “Owner” shall mean the holder of record fee title to a Condominium. If more than one person owns a single Condominium, the term “Owner” shall mean all owners of that Condominium. The term “Owner” shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude the contract vendor and any person having an interest in a Condominium merely as security for performance of an obligation.

1.20 PLAN: The term “Plan” shall mean the condominium plan prepared in accordance with Section 1351 of the California Civil Code and attached hereto as Exhibit “A”, including any subsequently recorded amendments.

1.21 PROJECT: The term “Project” shall mean Lots 1 through 4, inclusive, as shown on the Map and all Improvements thereon.

1.22 PROJECT COMMON AREA: The term “Project Common Area” shall mean Lot 4 as shown on the Map and all Improvements thereon.

1.23 PROJECT DOCUMENTS: The term “Project Documents” shall mean the Articles, Bylaws, this Declaration and the Rules.

1.24 RULES: The term “Rules” shall mean the rules adopted by the Board, including architectural guidelines, restrictions and procedures.

1.25 UNIT: The term “Unit” refers to a Separate Interest as defined in California Civil Code Section 1351(1) and shall mean that portion of the Project which is shown on the Plan as an individually numbered space. The boundaries of each Unit shall be to the interior unfinished surfaces of the perimeter walls, floors, ceilings, doors and windows. Each Unit includes the airspace encompassed by its boundaries but does not include load bearing walls. Utility systems and components thereof and fixtures and appliances which are located wholly within the boundaries of a Unit and which service only that Unit are also part of a Unit. The approximate dimensions of each Unit are shown on the Plan; however, the existing physical boundaries of a Unit as originally constructed or as reconstructed in accordance with the original construction design shall be conclusively presumed to be its boundaries.

ARTICLE II OWNERSHIP AND EASEMENTS

2.1 NON-SEVERABILITY: The interests in the Common Area cannot be changed. The undivided interests in the Building Common Area, the fee title to the respective Units

conveyed therewith and the easements appurtenant thereto are not separable and may not be separately conveyed. Each undivided interest in the Building Common Area and each easement appurtenant to the Unit shall be deemed to be conveyed or encumbered with the respective Unit even though the description in the grant deed or other instrument of conveyance or encumbrance may refer only to the Unit. The ownership interests in the Common Area and Units described in this Article are subject to the easements described, granted and/or reserved in this Declaration. Each of the easements described, granted and/or reserved herein shall be established upon the recordation of this Declaration and shall be enforceable as covenants running with the land for the use and benefit of the Owners and their Condominiums superior to all other encumbrances applied against or in favor of any portion of the Project.

2.2 OWNERSHIP OF UNITS: Title to each Unit in the Project shall be conveyed in fee to an Owner.

2.3 OWNERSHIP OF COMMON AREA: Title to the Common Area of the Project shall be conveyed and held as follows:

2.3.1 Project Common Areas: The Project Common Area has been conveyed to the Association.

2.3.2 Building Common Area: Each Owner of a Unit situated within Lot 1 shall be conveyed an equal undivided one-eighth (1/8th) interest in Lot 1 as a tenant-in-common with the other Owners of Units situated in Lot 1. Each Owner of a Unit situated within Lot 2 shall be conveyed an equal undivided one-twelfth (1/12th) interest in Lot 2 as a tenant-in-common with the other Owners of Units situated in Lot 2. Each Owner of a Unit situated within Lot 3 shall be conveyed an equal undivided one-fourth (1/4th) interest in Lot 3 as a tenant-in-common with the other Owners of Units situated in Lot 3.

2.4 EASEMENTS: The easements and rights specified in this Article are hereby created and shall exist whether or not they are also set forth in individual grant deeds to Condominiums.

2.4.1 Easements On Map: The Common Area and Units are subject to the easements and rights of way shown on the Map.

2.4.2 Easements For Common Area: Every Owner shall have a non-exclusive right and easement for the ingress, egress, use and enjoyment of the Common Area which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

(a) The grant of any exclusive easements to Owners for Exclusive Use Common Area(s); and

(b) The right of the Association to dedicate and/or grant easements over all or any portion of the Project Common Area.

2.4.3 Exclusive Use Common Area: Each Owner shall have an exclusive right and easement for the use, possession and enjoyment of the Parking Spaces designated on the

Plan which bear numbers that correspond to that of his Unit, which shall be appurtenant to and pass with title to the Owners' Condominium. All easements to Exclusive Use Common Area are subject to the right of the Association to enter in and upon Exclusive Use Common Area as provided by and in accordance with the limitations upon such right as set forth in this Declaration.

2.4.4 Utilities: Each Owner shall have a non-exclusive right and easement as dominant tenement, over, under, across and through the Project (including the Common Area and each other Unit, jointly), as the servient tenement, for utility services.

2.4.5 Encroachment: Non-exclusive rights and easements are reserved and granted (i) for the benefit of each Unit, as dominant tenement, over, under and across each other Unit and the Common Area, as servient tenements, (ii) for the benefit of the Building Common Area, as dominant tenement, over, under and across the Project Common Area and each Unit, as servient tenements, and (iii) for the benefit of the Project Common Area, as dominant tenement, over, under and across the Building Common Area and each Unit, as servient tenements. Such easements shall be for the purposes of encroachment, support, occupancy and use of such portions of Units and/or Common Area as shall be encroached upon, used and occupied by the dominant tenement as a result of any original construction design, accretion, erosion, deterioration, decay, errors in original construction, movement, settlement, shifting or subsidence of any building or structure or any portion thereof. If any portion of the Project is partially or totally destroyed, the encroachment easement shall exist for any replacement structure which is rebuilt pursuant to the original construction design. The easement for maintenance of the encroaching Improvement shall exist for as long as the encroachment exists; provided, however, that no easement for encroachment shall be created due to the willful misconduct of the Association or any Owner. Any easement for encroachment may but need not be cured by repair or restoration of the Improvement.

2.4.6 Support, Maintenance and Repair: The Association shall have a non-exclusive light and easement appurtenant to the Common Area and to all Units, as dominant tenements, through each Unit and the Common Area, as servient tenements, for the support, maintenance and repair of the Common Area and all Units.

2.4.7 Easement to Governmental Entities: All governmental and quasi-governmental entities, agencies and utilities and their agents shall have a non-exclusive easement over the Common Area for the purposes of performing their duties within the Project.

2.4.8 Association's Easements: The Association and its duly authorized agents and representatives shall have a non-exclusive right and easement as is necessary to perform the duties and obligations of the Association set forth in the Project Documents, including the right to enter upon Building Common Area, Exclusive Use Common Area and Units, subject to the limitations contained in this Declaration.

2.4.9 Additional Easements: Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by the Original Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of the Project.

2.5 JUDICIAL PARTITION:

2.5.1 Waiver of Partition: Except as provided in California Civil Code Section 1359, there shall be no judicial partition of the Project or of any part thereof. Each Owner, and each successor of each Owner, specifically waives and abandons all rights, interests and causes of action for judicial partition of the tenancy-in-common ownership of the Building Common Area. Each Owner agrees that no action for judicial partition of the Project shall be instituted, prosecuted or reduced to judgment, except in compliance with California Civil Code Section 1359. If a Condominium is owned by two or more Owners as partners, tenants-in-common, or joint tenants or as community property, nothing contained in this Section shall be deemed to prevent a judicial partition of their co-ownership.

2.5.2 Power of Attorney: If there is judicial partition of the Project pursuant to California Civil Code Section 1359 or this Declaration, each Owner, for himself and his successors and assigns, hereby grants to the Association an irrevocable power of attorney to sell the entire Project for the benefit of all of the Owners. The power of sale shall be exercised only after recordation by the Association of a certificate which provides that the Association has the right to exercise the powers provided in this Section and in California Civil Code Section 1359.

ARTICLE III USES AND RESTRICTIONS

3.1 USE OF UNITS: Each Unit shall be used solely for light industrial purposes. There shall be no automotive repair shops, woodshops or welding shops (which are hereafter referred to as “**Non-Conforming Uses**”), except those actually operating on the date of recordation of this Declaration. The right to continue a Non-Conforming Use shall be personal to the lessee, sublessee, tenant or subtenant (collectively “**Lessee**”) engaging in the Non-Conforming Use as of the date of recordation of this Declaration. Lessees who are engaged in Non-Conforming Uses may not assign their rights to engage in a Non-Conforming Use to any person or entity including without limitation any sublessee, subtenant, and/or any person or entity who acquires any interest in the business of the Lessee who is engaged in the Non-Conforming Use. No Owner may permit or cause anything to be done or kept upon, in or about his Unit which might obstruct or interfere with the rights of other Owners or which would be noxious, harmful or unreasonably offensive to other Owners. No Owner shall permit any fumes or noxious or offensive odors to permeate from his Unit. No new or used tires, auto parts or merchandise shall be permitted outside of any Unit. All automotive work shall be conducted entirely within enclosed Units. Each Owner shall comply with all of the requirements of all federal, state and local governmental authorities, and all laws, ordinances, rules and regulations applicable to his Condominium.

3.2 RENTAL OF UNITS: An Owner shall be entitled to rent or lease his Condominium, if:

3.2.1 There is a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of the Project Documents and (ii) a failure to comply with any provision of the Project Documents shall constitute a default under the agreement; and

3.2.2 The Owner gives each tenant a copy of the Project Documents.

3.3 USE OF COMMON AREA: All use of Common Area is subject to the Rules. There shall be no use of the Common Area except by Owners and their Invitees. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior consent of the Board. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area without the prior consent of the Board. No Owner shall permit anything to be physically done or kept in the Common Area or any other part of the Project which might result in the cancellation of insurance on any Unit or any part of the Common Area, which would interfere with rights of other Owners, which would be a nuisance, noxious, harmful or unreasonably offensive to other Owners. No waste shall be committed in the Common Area. Access to roofs shall be restricted to persons authorized by the Board. Roll-up doors shall be kept closed when the Unit is not in operation.

3.4 PARKING: Vehicles shall not be parked anywhere in the Project except wholly within Parking Spaces and within Units. All immobilized vehicles must be stored wholly within a Unit. No vehicle may be parked in any Parking long as applicable ordinances and laws are observed, the Board may cause the removal of any vehicle which is in violation of this Declaration.

3.5 SIGNS AND FLAGS: All signs displayed in the Project shall be attractive and compatible with the design of the Project and shall comply with all applicable local ordinances. All signs are subject to review and approval of the Zoning Administrator of the City prior to installation. The Architectural Committee shall adopt a master signage program to insure uniformity of signs within the Project. Freeway oriented signs are prohibited.

Notwithstanding the above, the following shall be permitted to be displayed on each Owner's Condominium: flags of the United States, if displayed in accordance with California Civil Code Section 1353.5, and noncommercial signs, posters, flags or banners displayed in accordance with California Civil Code Section 1353.6.

3.6 STORAGE: All garbage, trash and accumulated waste material shall be placed in appropriate individual covered trash containers, which may be placed on Common Area or where visible only on the night before and the day of the week that garbage pick-up is to occur. There shall be no other outside storage except as approved by the Board.

3.7 ANTENNAS: No outside television antenna, aerial, radio tower or satellite dish having a diameter or maximum diagonal measurement of greater than thirty-six inches (36") may be erected, constructed or placed within the Project without the approval of the Board. No antennae or satellite dish shall be erected, constructed or placed on roofs or in yards (if any) adjacent to streets, or in any location that would be visible from any adjacent property, private street, or from the public rights-of-way. The Board may adopt reasonable Rules concerning installation and use of antennas, aerials, and/or satellite dishes having a diameter or maximum diagonal measurement of thirty-six inches (36") or less, provided that such Rules, and the application thereof, comply with the provisions of Civil Code § 1376, as that statute may be amended from time to time.

3.8 RULES: The Board shall promulgate rules concerning the use of the Common Area by Owners and their guests. The Board shall have the right to limit the number of an Owner's guests that may use any recreational facilities. Neither an Owner nor its Invitees shall violate any provision of this Declaration, the Bylaws or the Rules as the same may be amended from time to time.

3.9 HAZARDOUS MATERIALS: No hazardous, toxic, flammable or combustible materials of any type shall be kept or stored with the Project, except that each Owner may keep or store no more than five (5) gallons of flammable or combustible materials within his Unit if the following conditions are satisfied: (i) emergency containment equipment, materials and procedures exist and are maintained within such Unit, and (ii) applicable state and local laws and ordinances are satisfied.

ARTICLE IV

MAINTENANCE, REPAIR AND RECONSTRUCTION OF IMPROVEMENTS

4.1 MAINTENANCE OF COMMON AREA: The Association shall be responsible for the maintenance, repair, replacement, management, operation, painting and upkeep of Common Area and Improvements thereon (excluding Exclusive Use Common Area). The Association shall keep the Common Area and Improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area in first class condition.

4.2 ALTERATIONS TO COMMON AREA (EXCLUDING EXCLUSIVE USE COMMON AREA):

4.2.1 Approval: Only the Association shall construct, reconstruct, refinish or alter any improvement situated upon the Common Area (excluding Exclusive Use Common Area). A proposal for any construction of or alteration, maintenance or repair to an Improvement may be made at any meeting. A proposal may be adopted by the Board, subject to the limitations contained in the Bylaws.

4.2.2 Funding: Expenditures for alterations, maintenance or repairs to an existing capital Improvement for which a reserve has been collected shall be made from the Reserve Account. Subject to the limitations contained in the Bylaws, the Board may levy a special assessment ("**Special Assessment**") to fund any construction, alteration, repair or maintenance of an Improvement for which no reserve has been collected or if the Reserve Account is insufficient to cover the cost of the proposed alteration, maintenance or repair.

4.3 MAINTENANCE OF UNITS: Each Owner shall keep the interior of his Unit, including any and all fixtures, appliances, appurtenances and fireplaces, in good repair and condition. Each Owner shall have the sole responsibility and the exclusive right, at his sole cost and expense, to: (i) maintain, repair, paint, paper, panel, plaster, tile and finish the interior surfaces of the ceilings, floors and the walls of his Unit; (ii) repair, paint, finish, alter, substitute, add or remove any fixtures or utility connections attached to ceilings, floor or walls, including, without limitation, toilets, showers, bathtubs, sinks, kitchen appliances, lighting and plumbing fixtures, telephone facilities, and doors within the Unit; (iii) maintain and clean the interiors and

exteriors of any skylights, windows and other glass surfaces of his Unit; and (iv) maintain, repair and replace doors, hardware, locks, screens covering doors and windows of his Unit and all hardware and locks.

4.4 ALTERATIONS TO UNITS: Owners may alter or remodel the interiors of their Units, including Common Area physically contained within the Unit (excluding load bearing walls), if the alterations do not impair the structural integrity of the Unit or of the building containing the unit and if the Owner complies with all laws and ordinances regarding alterations and remodeling.

4.5 MAINTENANCE AND REPAIR OF EXCLUSIVE USE COMMON AREA: All maintenance, repair and replacement of Exclusive Use Common Area shall be performed by the Association.

4.6 LANDSCAPING: All landscaping in the Project shall be maintained and cared for in a manner comparable to that of other well maintained industrial areas in the vicinity of the Project. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed. Other specific restrictions on landscaping may be established in the Rules.

4.7 RIGHT OF MAINTENANCE AND ENTRY BY ASSOCIATION: If an Owner fails to perform maintenance and/or repair which he is obligated to perform pursuant to this Declaration, and if the Board determines, after Notice and Hearing given pursuant to the provisions of the Bylaws, that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of the Project, the Board may perform such maintenance and/or repair. The costs of such maintenance and/or repair shall be charged to the Owner of the Condominium as a Reimbursement Assessment. In order to effectuate the provisions of this Declaration, the Board may enter any Unit, Exclusive Use Common Area, or Building Common Area whenever entry is necessary in connection with the performance of any maintenance or construction which the Board is authorized to undertake. Entry within a Unit or Exclusive Use Common Area shall be made with as little inconvenience to an Owner as practicable and only after reasonable advance written notice of not less than forty-eight (48) hours, except in emergency situations.

4.8 DAMAGE AND DESTRUCTION: The term “restore” shall mean repairing, rebuilding or reconstructing damaged Common Area to substantially the same condition in which it existed prior to fire or other casualty damage, with each Improvement, to the extent possible, having the same vertical and horizontal boundaries, appearance and location as before. If fire or other casualty damage extends to any Common Area which is so insured, the Association shall proceed with the filing and adjustment of all claims arising under the existing insurance policies. The insurance proceeds shall be paid to and held by the Association. Whenever restoration is to be performed, the Board shall obtain such bids from responsible licensed contractors to restore the Common Area as the board deems reasonable. The Board, on behalf of the Association, shall contract with the contractor whose bid the Board deems to be the most reasonable. The contractor shall provide a completion bond naming the Association and each Owner as beneficiaries.

4.8.1 Sufficient Proceeds: The costs of restoration of Common Area shall be funded first by any insurance proceeds paid to the Association under existing insurance policies. If the insurance proceeds exceed the costs of restoration, the excess proceeds shall be paid to the Reserve Account and held for the benefit of the Association. If the insurance proceeds are insufficient to restore the damaged Common Area, the Board shall then add to the insurance proceeds all Reserve Account funds designated for the repair or replacement of the capital Improvement(s) which has been damaged. If the total funds then available are sufficient to restore the damaged Common Area, the damaged Common Area shall be restored. If the aggregate amount of insurance proceeds and such Reserve Account funds are still insufficient to pay the total costs of restoration, a Special Assessment against all Owners shall be levied by the Board up to the maximum amount permitted without a vote of the Owners in accordance with the limitations of Section 5.3 of this Declaration. If the total funds then available are sufficient to restore the damaged Common Area, the damaged Common Area shall be restored. If the total funds then available are still insufficient to restore the damaged Common Area, then the Board shall attempt to first impose an additional Special Assessment pursuant to Section 4.8.2, below, secondly, use a plan of alternative reconstruction, pursuant to Section 4.8.3, below, and lastly, purchase the damaged Units pursuant to Section 4.8.4. If fifty-one percent (51%) of the total voting power of the Owners do not approve action under Sections 4.8.2, 4.8.3, or 4.8.4, then the entire Project shall be sold by the Board pursuant to Section 4.8.5, below.

4.8.2 Additional Special Assessment: If the total funds available to restore the damaged Common Area as provided in Section 4.8.1, above, are insufficient, then a meeting shall be called for the purpose of voting whether to impose an additional Special Assessment and deciding upon the amount thereof (“**Additional Special Assessment**”). If the amount of the Additional Special Assessment approved by a vote of fifty-one percent (51%) of the total voting power of each class of Members, together with the amounts available pursuant to Section 4.8.1, above, is sufficient to restore the damaged Common Area, the damaged Common Area shall be restored. If the amount of the Special Assessment approved by a vote of fifty-one percent (51%) of the total voting power of each class of Members, together with the amounts available pursuant to Section 4.8.1, above, is insufficient to restore the damaged Common Area or if no Additional Special Assessment is approved, the Association shall consider a plan of alternative reconstruction in accordance with Section 4.8.3, below.

4.8.3 Alternative Reconstruction: The Board shall consider and propose plans to reconstruct the damaged Common Area making use of whatever funds are available to it pursuant to Section 4.8.1 and whatever funds, if any, are available to it pursuant to Section 4.8.2, above, (“**Alternative Reconstruction**”). All proposals shall be presented to the Owners. If all Owners whose Units were directly affected by the damage to Common Area (“**Affected Owners**”) and fifty-one percent (51%) of the total voting power of the Association (including the Affected Owners) agree to any plan of Alternative Reconstruction, then the Board shall contract for the reconstruction of the Common Area in accordance with the plan of Alternative Reconstruction making use of whatever funds are then available to it. If no plan of Alternative Reconstruction is agreed to, then the Association shall consider purchasing the Units of the Affected Owners pursuant to Section 4.8.4, below.

4.8.4 Purchase of Units of Affected Owners: If no plan of Alternative Reconstruction is agreed to within six (6) months of the date of the damage, then the Board shall

seek to obtain the consent of the Owners, the Affected Owners, and their Mortgagees to the Association's purchase of the Condominiums of the Affected Owners. The purchase price ("**Purchase Price**") for each Condominium shall be the fair market value of the Condominium immediately prior to the damage as determined by an independent appraisal made by a qualified real estate appraiser with a Member of the Appraisal Institute certificate or the equivalent as selected by the Board. If fifty-one percent of the total voting power of all Owners (including the Affected Owners) agree to the purchase, the Association shall purchase the Condominiums of those Affected Owners who together with all of their Mortgagees agreed to the purchase. If there are insufficient funds to pay the Purchase Prices for all Condominiums owned by Affected Owners who together with all of their Mortgagees agreed to the purchase, then a Special Assessment shall be levied against all Owners. The aggregate amount of the Special Assessment shall be the amount needed to pay the difference between the aggregate amount of available funds (pursuant to Sections 4.8.1 and 4.8.2) and the aggregate fair market values of the Condominiums of the Affected Owners who agreed to the purchase.

4.8.5 Sale of Entire Project: If the aggregate amount of funds available for restoration of the Common Area is insufficient to restore the damaged Common Area, Alternative Reconstruction (as defined in Section 4.8.3, above,) cannot be agreed to, and the Owners did not approve a purchase pursuant to Section 4.8.4, then the Board shall be empowered to sell the entire Project, including all Units and the Common Area in their then present condition, on terms to be determined by the Board. If the entire Project is sold, the proceeds from the sale, together with the insurance proceeds received and any balance of funds held by the Association, shall be distributed among those Owners who then own Condominiums and their respective Mortgagees according to the respective fair market values of the Condominiums immediately prior to the destruction, as determined by an independent appraisal made by a qualified real estate appraiser with a Member of the Appraisal Institute certificate or the equivalent as selected by the Board.

4.9 CONDEMNATION: If all or any portion of the Project is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the following procedures shall be used for distribution of any condemnation awards:

4.9.1 Project Common Area: If the portion of the Project condemned is Project Common Area, the entire award shall be paid to the Association. The award shall be deposited into the Current Operation Account until distributed. The Association shall distribute such funds proportionately to all Owners and their Mortgagees as their interests appear according to the respective fair market values of their Condominiums immediately prior to the time of condemnation, as determined by an independent appraisal made by a qualified real estate appraiser with a Member of the Appraisal Institute Certificate or the equivalent, as selected by the Board. The Association shall represent the interests of all Owners in any proceeding relating to condemnation of Project Common Area.

4.9.2 Building Common Area: If the portion of the Project condemned is Building Common Area, the entire award shall be paid either (i) as apportioned by court judgment, (ii) as apportioned among the Owners of the Building Common Area and their Mortgagees by agreement between the condemning authority and each of the Owners of the Building Common Area and their Mortgagees or (iii) to such Owners and their Mortgagees

proportionately according to the respective fair market values of their Condominiums immediately prior to the time of condemnation, as determined by an independent appraisal made by a qualified real estate appraiser with a Member of the Appraisal Institute Certificate or the equivalent, as selected by the Board. The Association shall represent the interests of the Affected Owners.

4.10 MECHANIC'S LIENS: If a notice of mechanic's lien is filed against the Project for labor or material alleged to have been furnished to or delivered for any Owner within the Project or at his Unit, the Owner shall immediately cause the lien to be discharged by payment, bond or otherwise. If the Owner fails to discharge the lien, the Board may provide Notice and Hearing to the Owner to determine the effect of the lien and any offsets or defenses thereto. At the hearing, if the Board determines that the lien adversely and improperly affects and encumbers the ownership interests of other Owners and that no adequate protection of the interests of other Owners has been provided, the Board may cause the lien to be discharged by payment, bond or otherwise. The Board shall then levy a Reimbursement Assessment against the Owner(s) responsible for the existence of the lien together with any Additional Charges incurred. If the Board determines that the lien does not adversely affect the interests of other Owners, it may take whatever other action may be necessary to properly protect the interests of the Owners.

ARTICLE V FUNDS AND ASSESSMENTS

5.1 COVENANTS TO PAY: Each Owner covenants and agrees to pay to the Association the assessments and any Additional Charges levied pursuant to this Article V.

5.1.1 Liability for Payment: The obligation to pay assessments shall run with the land so that each successive record Owner of a Condominium shall in turn become liable to pay all such assessments. No Owner may waive or otherwise escape personal liability for assessments or release the Condominium owned by him from the liens and charges hereof by non-use of the Common Area, abandonment of the Condominium or any other attempt to renounce rights in the Common Area or the facilities or services within the Project. Each assessment shall constitute a separate assessment and shall also be a separate, distinct and personal obligation of the Owner of the Condominium at the time when the assessment was levied and shall bind his heirs, devisees, personal representatives and assigns. Any assessment not paid fifteen (15) days after the assessment becomes due is delinquent. The personal obligation of an Owner for delinquent assessments shall not pass to a successive Owner unless the personal obligation is expressly assumed by the successive Owner. No such assumption of personal liability by a successor Owner (including a contract purchaser under an installment land contract) shall relieve any Owner from personal liability for delinquent assessments. After an Owner transfers fee title of record to his Condominium, he shall not be liable for any charge thereafter levied against the Condominium.

5.1.2 Funds Held in Trust: The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of the Project as provided in this Declaration.

5.1.3 Offsets: No offsets against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

5.2 REGULAR ASSESSMENTS:

5.2.1 Payment of Regular Assessments: Regular assessments (“**Regular Assessments**”) for each fiscal year shall be established when the Board approves the budget for that fiscal year. Regular Assessments shall be levied on a fiscal year basis. Unless otherwise specified by the Board, Regular Assessments shall be due and payable in monthly installments on the first day of each month during the term of this Declaration. Regular Assessments shall commence for all Condominiums in the Project on the first day of the first month following the month in which the first Condominium in the Project is conveyed to an Owner. The Association shall provide notice by first-class mail to the Owners of any increase in the Regular Assessments not less than thirty (30) nor more than sixty (60) days prior to the increased assessment becoming due.

5.2.2 Budgeting: Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing: (i) estimated revenue and expenses on an accrual basis; (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of Common Area and for contingencies; (iii) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Common Area; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Area. Not less than forty-five (45) and not more than sixty (60) days prior to the beginning of the fiscal year, the Board shall distribute a copy of the approved budget.

5.2.3 Allocation of Regular Assessments: The total amount of the Association’s anticipated revenue attributable to Regular Assessments as reflected in the budget shall be allocated among the Condominiums based upon the ratio that the square footage of the floor area of the Unit to be assessed bears to the total square footage of the floor area of all Units in the Project.

5.2.4 Non-Waiver of Assessments: If before the expiration of any fiscal year the Association fails to fix Regular Assessments for the next fiscal year, the Regular Assessment established for the preceding year shall continue until a new Regular Assessment is fixed.

5.3 SPECIAL ASSESSMENTS: Subject to the limitations the Bylaws, Special Assessments may be levied in addition to Regular Assessments for (i) constructing capital Improvements, (ii) correcting an inadequacy in the Current Operation Account, (iii) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of Improvements in the Common Area, or (iv) paying for such other matters as the Board may deem appropriate for the Project. Special Assessments shall be levied in the same manner as Regular Assessments. The Association shall provide notice by first-class mail to the Owners of

any increase in the Special Assessments not less than thirty (30) nor more than sixty (60) days prior to the increased assessment becoming due.

5.4 REIMBURSEMENT ASSESSMENTS: The Association shall levy a reimbursement assessment (“**Reimbursement Assessment**”) against any Owner and his Condominium if a failure to comply with the Project Documents has (i) necessitated an expenditure of monies by the Association to bring the Owner or his Condominium into compliance or (ii) resulted in the imposition of a fine or penalty. A Reimbursement Assessment shall be due and payable to the Association when levied. A Reimbursement Assessment shall not be levied by the Association until Notice and Hearing has been given in accordance with the Bylaws.

5.5 ACCOUNTS:

5.5.1 Types of Accounts: Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a responsible financial institution, which accounts shall be clearly designated as (i) the Current Operation Account and (ii) the Reserve Account. The Board shall deposit those portions of the assessments collected for current maintenance and operation into the Current Operation Account and shall deposit those portions of the assessments collected as reserves for replacement and deferred maintenance of capital Improvements into the Reserve Account.

5.5.2 Reserve Account: The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of capital Improvements for which reserves have been collected and held. No funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes.

5.5.3 Current Operation Account: All other costs properly payable by the Association shall be paid from the Current Operation Account.

5.6 FINANCIAL STATEMENTS:

5.6.1 Annual Report: Within one hundred twenty (120) days after the close of each fiscal year, the Board shall cause to be distributed to each Member an annual report consisting of the following: (i) a balance sheet as of the end of the fiscal year; (ii) an operating (income) statement for the fiscal year; (iii) a statement of changes in financial position for the fiscal year; and (iv) any information required to be reported under Section 8322 of the California Corporations Code. If the report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association stating that the statements were prepared without independent audit or review from the books and records of the Association. Any annual report prepared for a fiscal year in which the gross income to the Association exceeds seventy-five thousand dollars (\$75,000.00) shall be reviewed in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy and a copy of such review shall be distributed as part of the annual report.

5.6.2 Statement of Outstanding Charges: Within ten (10) days of a written request by a Member, the Association shall provide to the Member a written statement which sets forth the amounts of delinquent assessments, penalties, attorneys’ fees and other charges

against a Condominium. A charge for the statement may be made by the Association, not to exceed the reasonable costs of preparation and reproduction of the statement.

5.7 ENFORCEMENT OF ASSESSMENTS: Any installment of an assessment is delinquent if not paid within fifteen (15) days of the due date established by the Board. Any assessment installment not paid within thirty (30) days after the due date, plus all reasonable costs of collection (including attorneys' fees) and late charges as provided herein bears interest at the maximum rate permitted by law commencing thirty (30) days from the date the assessment becomes due until paid. The Board may also require the delinquent Owner to pay a late charge in accordance with California Civil Code Section 1366(e)(2) (or any amendment or successor statute).

Each Owner vests in the Association or its assigns the right and power to bring all actions at law and in equity and exercise such other remedies provided herein against such Owner for the collection of delinquent assessments. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against such Owner as set forth in the Management Documents. In addition to any other remedies herein or by law provided, the Association may enforce the obligations of the Owners to pay the assessments in any manner provided by law or in equity, and, without any limitation of the foregoing, by any or all of the following procedures:

5.7.1 Suspension of Rights; Monetary Penalties: The Board shall notify the delinquent Owner in writing, by either personal delivery or first-class mail, at least ten (10) days prior to a meeting of the Board to consider suspension of an Owner's rights and/or imposition of monetary penalties. The notification shall contain, at a minimum, the date, time and place of the meeting, the reasons for the proposed suspension and/or imposition of monetary penalties, and a statement that the delinquent Owner has the right to attend the Board meeting and may address the Board at the meeting. The Board shall meet in executive session if so requested by the delinquent Owner. Upon compliance with the foregoing procedure, the Board may (a) suspend the voting rights of such Owner, (b) impose reasonable monetary penalties pursuant to a monetary penalty schedule established and posted by the Board bearing interest at a rate not to exceed the maximum limit imposed by law, and/or (c) suspend such Owner's right to use the Common Area for any period during which any assessment against such Owner's Unit remains unpaid; provided, however, that these provisions shall not operate or be construed to deny or restrict ingress or egress of any Owner to and from such Owner's Unit. The Board shall provide the delinquent Owner with written notification of the suspension or imposition of monetary penalties by either personal delivery or first-class mail within fifteen (15) days following Board action to impose such suspension or imposition of monetary penalties.

5.7.2 Enforcement by Suit: By commencement and maintenance of a suit at law or equity against any Owner or prior Owner to enforce the assessment obligation, such suit is to be maintained in the name of the Association. Any judgment rendered in any such action may include the amount of the delinquency, interest thereon at the maximum legal rate per annum from the date of the delinquency, court costs and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.

5.7.3 Enforcement by Lien:

(a) There is hereby created a “**Claim of Lien**”, with power of sale, on each and every Unit to secure payment to the Association of any and all assessments which may be charged against any and all Units pursuant to this Declaration, together with interest thereon at the maximum legal rate per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys’ fees. At least thirty (30) days prior to recording a lien upon a delinquent Owner’s Unit to collect delinquent assessments, personal charges and any related charges, fees and costs of collection, reasonable attorneys’ fees and interest, the Association shall provide a notification (a “**Notice of Delinquency**”) to the Owner in writing by certified mail of the following:

(i) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, a statement that the Owner has the right to inspect the Association’s records, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed: “**IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION**” (or such other statement as may be required by any amendment or successor to Civil Code Section 1367.1).

(ii) An itemized statement of the assessments, personal charges and charges, fees and costs of collection, reasonable attorneys’ fees and interest owed by the Owner.

(iii) A statement that the Owner shall not be liable to pay the charges, interest and costs of collection if it is determined that the assessment was paid on time to the Association.

(iv) The right to request a meeting with the Board as provided in Civil Code Section 1367.1(c)(3).

(v) The right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to Section 9.1.2.

(vi) The right to request alternative dispute resolution with a neutral third party pursuant to Section 9.1.3.

(b) Upon receipt of a written request by an Owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of the Notice of Delinquency to the secondary address provided. The Owner’s request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it. The Owner may identify or change a secondary address at any time, provided that if a secondary address is identified or changed during the collection process, the Association shall only be required to send notice to the indicated secondary address from the point in time when the Association receives the request.

(c) Any payments made by the delinquent Owner toward the debt set forth in the Notice of Delinquency shall first be applied to the assessments owed by that Owner and, only after the assessments owed are paid in full shall the payments be applied to the fees and costs of

collection, attorney's fees, late charges or interest. When a delinquent Owner makes a payment, that Owner may request a receipt, which the then shall provide to the Owner. The receipt shall indicate the date of payment and the person who received it. The Association shall provide a mailing address for overnight payment of assessments.

(d) The delinquent Owner may submit a written request (a "**Request for Payment Plan**") to meet with the Board of Directors to discuss a payment plan for the debt noticed in the Notice of Delinquency. The Association shall provide its Members with the standards for payment plans, if any exist. The Board shall meet with the requesting Owner in executive session within forty-five (45) days after the postmark of the Owner's Request for Payment Plan, if the Request for Payment Plan is mailed by the Owner within fifteen (15) days after the date of the postmark of the Notice of Delinquency, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more Board members to meet with that Owner. Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans shall not impede the Association's ability to record a lien of the delinquent Owner's Unit to secure payment of the delinquent assessments. Additional late fees shall not accrue during the payment plan period if the Owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

(e) Prior to recording a lien for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to Section 9.1.2, and prior to initiating a foreclosure for delinquent assessments, the Association shall offer the delinquent Owner, and if so requested by that Owner, shall participate in dispute resolution pursuant to Section 9.1.2 or alternative dispute resolution with a neutral third party pursuant to Section 9.1.3. The decision to pursue dispute resolution pursuant to Section 9.1.2 or alternative dispute resolution with a neutral third party pursuant to Section 9.1.3 shall be the choice of the delinquent Owner. If it is determined through dispute resolution pursuant to Section 9.1.2 or Section 9.1.3 that the Association has recorded a lien for a delinquent assessment in error, the Association shall promptly reverse all late charges, fees, interest, attorney's fees, cost of collection, costs imposed for the notice prescribed in Section 5.7.3(a), and costs of recordation and release of the lien authorized under Section 5.7.3(m), and pay all costs related to the dispute resolution or alternative dispute resolution.

(f) At any time after the thirty (30) day period following delivery of the Notice of Delinquency to the delinquent Owner, the Association may elect to file and record in the Office of the Contra Costa Recorder a notice of delinquent assessment (a "**Notice of Delinquent Assessment**") against the Unit of the defaulting Owner. The decision to record a Notice of Delinquent Assessment shall be made only the Board of Directors and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board members in an open meeting. The Board shall record the vote in the minutes of that meeting. The Notice of Delinquent Assessment shall be executed and acknowledged by any officer of the Association and shall contain substantially the following information:

- (i) the name of the delinquent Owner;

(ii) the legal description of the Unit against which the delinquent assessment is made;

(iii) the total amount of the delinquency, interest thereon, collection costs and reasonable attorneys' fees if then known (with any proper offset allowed);

(iv) a statement that the Claim of Lien is made by the Association pursuant to this Declaration and that a lien is claimed against said Unit in an amount equal to the amount stated; and

(v) the name and address of the trustee authorized by the Association to enforce the Claim of Lien by sale.

(g) The itemized statement described in Section 5.7.3(a)(ii) shall be recorded together with the Notice of Delinquent Assessment.

(h) No later than ten (10) calendar days after recordation of the Notice of Delinquent Assessment, the Association shall mail, by certified mail, a copy of the recorded Notice of Delinquent Assessment to the Owner's legal representative and every person whose name is shown in the Association's records as an Owner of the Unit against which the delinquent Assessment is made.

(i) Upon recordation of a duly executed original or copy of such Notice of Delinquent Assessment and mailing a copy thereof to the delinquent Owner, the lien claimed therein shall immediately attach and become effective. After the expiration of thirty (30) days after the recordation of the Notice of Delinquent Assessment, the lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust by exercise of a power of sale contained therein or in the manner provided by law for the enforcement of a judgment as the laws of the State of California may from time to time be changed or amended.

(j) The decision to initiate foreclosure of a lien for delinquent assessments shall be made only by the Board and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board in an executive session. The Board shall record the vote in the minutes of the next meeting of the Board open to Members. The Board shall maintain the confidentiality of the delinquent Owner by identifying the matter in the minutes by the lot number of the delinquent Owner's Unit rather than by the name of the delinquent Owner. The Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale. If the delinquent Owner occupies the Unit, the Board shall provide notice by personal service as required by law to the delinquent Owner or to the Owner's legal representative. If the delinquent Owner does not occupy the Unit, the Board shall provide notice by first-class mail, postage prepaid, at the most current address shown on the books of the Association. In the absence of written notification by the delinquent Owner to the Association of a mailing address, the address of the delinquent Owner's Unit may be treated as the delinquent Owner's mailing address.

(k) A nonjudicial foreclosure by the Association to collect upon a debt for delinquent assessments shall be subject to a right of redemption as set forth in Civil Code Section

1367.4 (or any amendment or successor statute thereto). A notice of sale in connection with the Association's foreclosure of a Unit shall include a statement that the Unit being sold is subject to this right of redemption. The notice of sale shall also comply with the requirements of Civil Code Section 2924(f) (or any amendment or successor statute).

(l) The Association shall have the power to bid in at any foreclosure sale, trustee's sale or judgment sale and to purchase, acquire, lease, hold, mortgage and convey any Unit. Reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law.

(m) Notwithstanding the foregoing, if the amount of the delinquent assessments is less than One Thousand Eight Hundred Dollars (\$1,800.00), exclusive of any accelerated assessments, late charges, fees and costs of collection, reasonable attorneys' fees and interest, the lien claimed in a Notice of Delinquency may not be foreclosed by judicial or nonjudicial foreclosure until the "**Permissible Foreclosure Date**", which shall be the earlier of (i) the date on which the amount of the delinquent payments is equal to or exceeds One Thousand Eight Hundred Dollars (\$1,800.00), exclusive of any accelerated assessments, late charges, fees and costs of collection, reasonable attorneys' fees and interest, or (ii) the date on which such delinquent assessments are more than twelve (12) months delinquent. Until the Permissible Foreclosure Date, the Association may attempt to collect or secure the debt of the delinquent Owner in either of the following ways: (1) file a civil action in small claims court pursuant to Chapter 5.5 (commencing with Section 116.110) of Title I of the California Code of Civil Procedure, (2) record a lien on the Owner's Unit in accordance with the procedure set forth above in this Section 4.1(c) which the Association may not foreclose upon until the Permissible Foreclosure Date, or (3) attempt to collect or secure the delinquent payments by any other manner provided by law, except for judicial or nonjudicial foreclosure.

(n) The proceeds of any foreclosure, trustee's or judgment sale provided for in this Declaration shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, title costs, costs of the sale, and all other expenses of the proceedings and sale, and the balance of the unpaid sales proceeds after satisfaction of such charges and unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Any purchaser at such sale shall thereupon be entitled to a deed to the Unit and immediate possession of the Unit and shall have the right to apply to a court of competent jurisdiction for such orders as may be reasonable for the purpose of acquiring and possessing the Unit. It shall be a condition of such sale, and the deed so made shall provide, that the purchaser shall take the interest in the sold Unit subject to this Declaration.

(o) Within twenty-one (21) days after the timely curing of any default for which a Notice of Delinquent Assessment was filed by the Association, the officers of the Association are hereby authorized and directed to record an appropriate release of such lien in the Office of the Contra Costa Recorder.

5.7.4 Assignment of Rents: As security for the payment of all such liens, each Owner hereby gives to and confers upon the Association 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 such

Owner's obligation under this Declaration or any other Project Documents, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, the Association may, at any time, upon ten (10) days written notice to such Owner, either in person, by agent or by a receiver to be appointed by a court of competent jurisdiction, and without regard to the adequacy of any 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, in payment of any indebtedness to the Association or in performance of any agreement hereunder, and in such order as the Association may determine. 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 nor waive any default hereunder or invalidate any act done pursuant to this Declaration.

The assignment of rents and powers described in the foregoing paragraph shall not affect, and shall in all respects be subordinate to, the rights and powers of the holder or beneficiary of any first deed of trust on any Unit, to do the same or similar acts.

5.7.5 Additional Charges: In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any assessments, each Owner agrees to pay such additional costs, fees, charges and expenditures ("**Additional Charges**") as the Association may incur or levy in the process of collecting from that Owner monies due and delinquent. All Additional Charges shall be included in any judgment in any suit or action brought to enforce collection of delinquent assessments or may be levied against a Condominium as a Reimbursement Assessment. Additional Charges shall include, but not be limited to, the following:

(a) Attorneys' Fees: Reasonable attorneys' fees and costs incurred in the event an attorney(s) is employed to collect any assessment or sum due, whether by suit or otherwise;

(b) Late Charges: A late charge in an amount to be fixed by the Board in accordance with the then current laws of the State of California to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due or within any "grace" period established by law;

(c) Costs of Suit: Costs of suit and court costs incurred as are allowed by the court;

(d) Interest: Interest on the Additional Charges at a rate fixed by the Board in accordance with the then current laws of the State of California; and

(e) Other: Any such other additional costs that the Association may incur in the process of collecting delinquent assessments or sums.

5.7.6 Certificate of Satisfaction of Lien: Upon payment or other satisfaction of a delinquent assessment for which a Notice was recorded, the Association shall record a certificate stating the satisfaction and release of the assessment lien.

5.8 STATEMENT OF ASSESSMENT LIEN: Within ten (10) days of a request from an Owner liable for assessments, the Association shall furnish to that Owner a written certificate signed by an officer or authorized agent of the Association stating the amount of any assessment and any Additional Charges secured by the lien upon his Condominium. A charge, not to exceed the reasonable costs of preparation and reproduction of the certificate, may be levied by the Board for the issuance of such certificate. The information contained in the certificate shall be presumed conclusively to be correct in favor of anyone who relies upon it in good faith.

5.9 SUBORDINATION OF LIEN: Notwithstanding any provision to the contrary, the liens for assessments created by this Declaration shall be subject and subordinate to and shall not affect the rights of the holder of a First Mortgage made in good faith and for value. Upon the foreclosure of any First Mortgage on a Condominium, any lien for assessments which became due prior to such foreclosure shall be extinguished; provided, however, that after such foreclosure there shall be a lien on the interest of the purchaser at the foreclosure sale to secure all assessments, whether Regular or Special, charged to such Condominium after the date of such foreclosure sale, which lien shall have the same effect and shall be enforced in the same manner as provided herein. For purposes of this Subsection, a Mortgage may be given in good faith or for value even though the Mortgagee has constructive or actual knowledge of the assessment lien provisions of this Declaration.

5.10 ANNUAL DISTRIBUTION OF DOCUMENTS: The Association shall distribute to each Member annually (i) not less than sixty (60) days prior to the beginning of the fiscal year, a notice regarding assessments and foreclosure in the form required by Civil Code Section 1365.1(b)(or any amendment or successor statute) and (ii) in the manner prescribed in Corporations Code Section 5016, the summary required by Civil Code Section 1369.590 (or any amendment or successor statute thereto) regarding alternative dispute resolution, which summary shall include (1) the following language: "Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law" and (2) a description of the internal dispute resolution procedure set forth in Section 9.1.2.

ARTICLE VI MEMBERSHIP IN AND DUTIES OF THE ASSOCIATION

6.1 THE ORGANIZATION: The Association is a non-profit mutual benefit corporation. Its affairs shall be governed by and it shall have the powers set forth in the Project Documents.

6.2 MEMBERSHIP: Each Owner, by virtue of being an Owner, shall be a Member of the Association. No other person shall be accepted as a Member. Association membership is appurtenant to and may not be separated from the ownership of a Condominium. Membership shall terminate upon termination of Condominium ownership. Ownership of a Condominium shall be the sole qualification for Association membership. Membership shall not be transferred, pledged or alienated in any way except upon transfer of title to the Owner's Condominium (and then only to the transferee of title to such Condominium). Any attempt to make a prohibited transfer is void. Membership shall not be related to the use or non-use of the Common Area and

may not be renounced. The rights, duties, privileges and obligations of all Members shall be as provided in the Project Documents.

6.3 RULES: The Board may propose, adopt, amend and repeal Rules appropriate for the management of the Project, which are consistent with the Project Documents. The Rules may also establish architectural controls and may govern the use of the Common Area by Members or their Invitees. After adoption, a copy of the Rules shall be furnished to each Member. Members shall be responsible for distributing the Rules to their tenants.

6.4 DEDICATION AND EASEMENTS: The Board shall have the power to (i) dedicate any of the Common Area to an appropriate public authority for public use or (ii) grant and convey to any third party easements and licenses for use and rights of way in, on, over and under any Common Area.

6.5 INSURANCE: The Board shall make every reasonable effort to obtain and maintain the insurance policies as provided in this Section. If the Board is unable to purchase a policy or if the Board believes that the cost of the policy is unreasonable, the Board shall call a special meeting of Members to determine what action to take. The Board shall comply with any resolution concerning insurance coverage adopted at such a meeting.

6.5.1 General Provisions and Limitations: All insurance policies shall be subject to and, where applicable, shall contain the following provisions and limitations:

(a) Underwriter: All policies shall be written with a company legally qualified to do business in the State of California and (i) holding no less than an "A" general policy holder's rating and a Class "X" financial category rating as established by Best's Insurance Reports, (ii) reinsured by a company described in (i), above, or (iii) if such a company is not available, the best rating possible or its equivalent.

(b) Named Insured: Unless otherwise provided in the Section, the named insured shall be the Association or its authorized representative, as a trustee for the Members. However, all policies shall be for the benefit of Owners and their Mortgagees, as their interests may appear.

(c) Certificate of Insurance: If reasonably available, provision shall -be made for the issuance of a certificate of insurance to each Owner and his Mortgagee which shall specify the amount of such insurance attributable to the particular Owner's Condominium.

(d) Authority to Negotiate: Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, that no Mortgagee having an interest in such losses may be prohibited from participating in any settlement negotiations related thereto.

(e) Contribution: In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by Owners or their Mortgagees.

(f) General Provisions: To the extent possible, the Board shall make every reasonable effort to secure insurance policies providing for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Board, the manager, the Owners and their respective servants, agents and guests,

(ii) That the policy will be primary, even if an Owner has other insurance which covers the same loss;

(iii) That no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and to each First Mortgagee listed as a scheduled holder;

(iv) An agreed amount endorsement; and

(v) An inflation guard endorsement.

(g) Term: The period of each policy shall not exceed three (3) years. Any policy for a term greater than one (1) year must permit short rate cancellation by the insured.

(h) Annual Review: The Board shall review the adequacy of all insurance at least once every year. At least once every three years, the review shall include a replacement cost appraisal of all insurable Common Area Improvements without respect to depreciation. The Board shall adjust the policies to provide coverage and protection that is customarily carried by prudent owners of similar property in the area in which the Project is situated.

(i) Deductible: The policy may contain a reasonable deductible and the amount of the deductible shall be added to the face amount of the policy in determining whether the insurance equals replacement cost.

(j) Additional Insurance by Member: Any Member may obtain additional insurance coverage which the Member considers necessary or desirable to protect himself or his Condominium at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in a manner so as to decrease the amount which the Association, on behalf of all Owners and their Mortgagees, may realize under any insurance policy which the Association may have in effect at any time. Each Member is also responsible for obtaining insurance for his own personal property at his own expense.

6.5.2 Types of Coverage: Unless the Association determines otherwise pursuant to Section 6.5, the Board shall obtain at least the following policies in the amounts specified:

(a) Property Insurance: A policy or policies of all risk property insurance for all insurable Common Area Improvements, including fixtures and building service equipment, against loss or damage by fire or other casualty, in an amount equal to at least ninety percent (90%) of the current full replacement cost (without respect to depreciation) of the Common Area, and exclusive of land, foundations, excavation and other items normally excluded from coverage. A replacement coat endorsement shall be part of the policy.

(b) Liability Insurance: A combined single limit policy of public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) covering the Common Area and all damage or injury caused by the negligence of the Association, the Board or any of its agents or the Members against any liability to the public or to any Member incident to the use of or resulting from any accident or intentional or unintentional act of an Owner or a third party occurring in or about any Common Area. If available, each policy shall contain a cross liability endorsement in which the rights of the named insured shall not be prejudiced with respect to any action by one named insured against another named insured.

(c) Worker's Compensation: Worker's compensation insurance to the extent necessary to comply with all applicable laws of the State of California or the regulations of any governmental body or authority having jurisdiction over the Project.

(d) Fidelity Bond: A fidelity bond naming the Board, the Members, the Association and such other persons as the Board may designate as obligees, in an amount equal to at least one-fourth (1/4) of the total sum budgeted for the Current Operation Account and Reserve Account for the current fiscal year. The fidelity bond shall contain a waiver of any defense based on the exclusion of persons serving without compensation.

(e) Directors and Officers: Notwithstanding the provisions of Sections 6.5 and 6.5.2, the Board shall obtain and maintain in effect errors and omissions insurance covering s (“**Directors**”) and officers in types and amounts as the Board determines to be appropriate, regardless of the premium cost.

(f) Other Insurance: Other types of insurance as the Board determines to be necessary to fully protect the interests of the Members.

ARTICLE VII AMENDMENT AND ENFORCEMENT

7.1 AMENDMENTS: The Declaration may be amended by the vote or written consent of fifty-one percent (51%) of the total voting power of the Members. Any amendment to the Declaration shall be effective upon the recordation in the Official Records of the County of an instrument executed by the President and Secretary of the Association which sets forth the terms of the amendment and a statement which certifies that the required percentage of Owners have approved the amendment.

7.2 ENFORCEMENT:

7.2.1 Rights to Enforce: The Association and/or any Owner shall have the power to enforce the provisions of the Project Documents in any manner provided by law or in equity and in any manner provided in this Declaration. The Association may institute appropriate legal action, temporarily suspend an Owner's voting rights and/or levy a fine against an Owner in a standard amount to be determined by the Board from time to time. No determination of whether a violation has occurred shall be made until Notice and Bearing has been provided to the Owner pursuant to the Bylaws. If legal action is instituted by the Association, any judgment rendered shall include all appropriate Additional Charges. Notwithstanding anything to the contrary contained in this Declaration, the Association shall not

have the power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned Unit, including access thereto over and across the Common Area, due to the Owner's failure to comply with the provisions of the Project Documents, unless the loss or forfeiture is the result of the judgment of a court, an arbitration decision, a foreclosure proceeding or a sale conducted pursuant to this Declaration. The provisions of this Declaration shall be equitable servitudes, enforceable by any Owner and/or the Association against the Association and/or any other Owner, tenant or occupant of the Project. Except as otherwise provided, the Association or any Owner(s) shall have the right to enforce, in any manner permitted by law or in equity, any and all of the provisions of the Project Documents, including any decision made by the Association, upon the Owners, the Association or upon any property in the Project.

7.2.2 Violation of Law: The Association may treat any Owner's violation of any state, municipal or local law, ordinance or regulation, which creates a nuisance to the other Owners in the Project or to the Association, in the same manner as a violation of the Project Documents by making such violation subject to any or all of the enforcement procedures set forth in this Declaration, as long as the Association complies with the Notice and Hearing requirements.

7.2.3 Remedies Cumulative: Each remedy provided by this Declaration is cumulative and not exclusive.

7.2.4 Nonwaiver: The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration.

ARTICLE VIII ARCHITECTURAL CONTROL

8.1 APPLICABILITY: Except as otherwise provided in this Declaration, proposals for construction, reconstruction, additions, alterations or other changes to Exclusive Use Common Area or structural components of Units shall be subject to the provisions of this Article and may not be made until approved in accordance with the provisions of this Article. The Board may decide to dissolve the Committee and undertake the Committee's responsibilities.

8.2 MEMBERS: The Architectural Committee ("**Committee**") shall consist of a chairman and two (2) additional members. Persons appointed to the Committee by the Board shall be Members of the Association. All members shall serve until the expiration of the term for which they were appointed, if specified by the Board, or until they resign or are replaced. The Board may appoint a replacement for any member of the Committee originally appointed by the Board who resigns or otherwise fails to act.

8.3 APPEAL OF DECISION OF COMMITTEE: If any Owner who alters his Condominium disputes the jurisdiction or powers of the Committee or any requirement, rule, regulation or decision of the Committee (collectively referred to as "decision"), the Owner may appeal such decision to the Board. The Board shall notify such Owner of the time, date and place of a hearing to review the decision of the Committee. The notice shall be given at least

fifteen (15) days prior to the date set for the hearing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the United States mail, first class, postage prepaid, addressed to the Member at the address given by the Member to the Board for the purpose of service of notices or to the address of the Member's Condominium if no other address has been provided. After the hearing has taken place, the Board shall notify the Owner of its decision. The decision shall become effective not less than five (5) days after the date of the hearing. The determination of the Board shall be final.

8.4 LIABILITY: If members of the Architectural Committee have acted in good faith on the basis of such information possessed by them, neither the Committee nor any member shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the development of any property within the Project; or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

8.5 ESTOPPEL CERTIFICATE: Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Board shall record an estoppel certificate, executed by any two (2) Directors, certifying that as of the date thereof, either: (a) the work completed complies with this Declaration or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Association and all Owners and such persons deriving any interest through any of them.

ARTICLE IX

DISPUTE RESOLUTION

9.1 ALTERNATIVE DISPUTE RESOLUTION (ASSOCIATION DISPUTES): The Association shall, and each Owner by acceptance of a deed to a Unit agrees to, participate fully and in good faith in the resolution of any dispute to which the Association is a party in accordance with the provisions of this Section 9.1.

9.1.1 Notice of Intent to Initiate Prosecution: The Association or Owner shall provide 120 days advance notice of the Board or Owner's intent to initiate the prosecution of any civil action and of the nature and basis of the dispute to each Owner and each person who is a prospective party to the civil action unless any applicable statute of limitations would expire prior thereto or the giving of such notice would prejudice the Association's rights to enforce the Project Documents. Notwithstanding the foregoing, no such notice need be given prior to the filing of an action in small claims court or an action solely to enforce assessment obligations.

9.1.2 Attempt to Resolve Dispute: Upon receipt of a written request to meet and confer received from the Association or an Owner, as the case may be, the Association

(through a designee appointed by the Board) shall and each Owner may make a reasonable effort, in good faith, to meet promptly at a mutually convenient time and place, explain their positions to each other and confer in good faith in an effort to resolve the dispute, including without limitation, discussion of available alternative processes for resolving the dispute, available processes for avoiding or reducing costs or losses by the involved parties, and the scope of discovery, if any, to be conducted prior to the inception of any alternative dispute resolution procedure. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association. Such agreement shall bind the parties and shall be enforceable so long as (i) the agreement is not in conflict with law or the Project Documents and (ii) the agreement is either consistent with the authority granted by the Board to its designee or the agreement is ratified by the Board. An Owner may not be charged a fee to participate in the process described in this Section 9.1.2.

9.1.3 Alternative Dispute Resolution. Prior to filing an action solely for declaratory, injunctive or writ relief, or for such relief in conjunction with a dispute for monetary damages not in excess of the jurisdictional limits stated in Section 116.220 and 116.221 of the Code of Civil Procedure, the Association and each Owner who is a party or prospective party to the action shall endeavor to submit their dispute to alternative dispute resolution by serving on all other parties to the dispute a request for resolution, which shall contain a brief description of the dispute, a request for alternative dispute resolution, a notice that the party receiving the request is required to respond within thirty (30) days of receipt of the request or the request will be deemed rejected, and if the request is served on an Owner, a copy of California Civil Code Sections 1369.510 through 1369.590 (as may be amended, the “**Civil Code Provisions**”). Service of the request shall be by personal delivery, first-class mail, express mail, facsimile transmission or other means reasonably calculated to provide the party on whom the request is served actual notice of the request. A party on whom a request is served shall have thirty (30) days after service to accept or reject the request. Failure to accept the request within such thirty (30) day period shall be deemed a rejection of such request. If the recipient of the request accepts the request, the parties shall complete the alternative dispute resolution within ninety (90) days (unless extended by written stipulation of the parties to the dispute) after the requesting party receives the acceptance. This Section 9.1.3 does not apply to assessment disputes except as otherwise provided in Section 5.7.3 (enforcement of lien provision).

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 TERM OF DECLARATION: This Declaration shall continue for a term of fifty (50) years from the date of the Original Declaration’s recordation. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years until a two-thirds (2/3rds) vote of the Owners determines that this Declaration shall terminate.

10.2 CONSTRUCTION OF PROVISIONS: The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a condominium project pursuant to the provisions of Section 1350, et seq. of the California Civil Code.

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

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

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

10.6 REDISTRIBUTION OF MANAGEMENT DOCUMENTS: Upon the resale of any Condominium by any Owner, the Owner shall supply to the buyer of the Condominium a copy of each of the Project Documents.

10.7 EXHIBITS: All exhibits attached to this Declaration are incorporated by this reference as though fully set forth herein.

10.8 REQUIRED ACTIONS OF ASSOCIATION: The Association shall at all times take all reasonable actions necessary for the Association to comply with the terms of this Declaration or to otherwise carry out the intent of this Declaration

10.9 SUCCESSOR STATUTES: Any reference in the Project documents to a statute shall be deemed a reference to any amended or successor statute.

10.10 CONFLICT: In the event of a conflict, the provisions of this Declaration shall prevail over the Articles, Bylaws and the Rules.

IN WITNESS WHEREOF, the Association has hereunto caused this Declaration to be executed as of the date first set forth above.

“ASSOCIATION”

Blum Road Business Park Owners’ Association,
a California non-profit mutual benefit corporation

By: _____
Name: _____
Its: President

By: _____
Name: _____
Its: Secretary

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 200__ before me, _____(here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

[Seal]

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 200__ before me, _____(here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

[Seal]

Exhibit "A" to

AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

BLUM ROAD BUSINESS PARK

A Common Interest Development

Condominium Plan

(See attached.)

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