

Recording requested by and
when recorded return to:

Law Offices of Ann Rankin
3911 Harrison Street
Oakland, CA 94611

The undersigned Title Company hereby certifies that the
within instrument is a true and complete copy of the original
thereof, which was recorded in the official records of the
County of Contra Costa on 05/22/2018 under
Recorders Series No: 2018-0080203

North American Title Company

BY: 
Evelyn Bowens-Chambers

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Fee: \$20.00 + \$75.00 SB2

**DECLARATION OF ADOPTION OF FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
TRACT NO. 5415**

The undersigned President of the Solano Business Park Association ("**Association**") hereby certifies that the following First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions, Tract No. 5415, was duly adopted by 75% of the Owners on May 9, 2018, on the terms and conditions herein stated.

1. All of the real property and improvements thereon located in the County of Contra Costa, State of California, more particularly described as

Tract No. 5415, filed for record in Book 226, Pages 9 to 10, inclusive, in the Official Records of the County of Contra Costa, State of California

are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on September 25, 2009, as Document No. 2009-0226811, in the Official Records of the County of Contra Costa, State of California ("**Declaration**").

2. Article II, Section 1 (Membership) of the Declaration is amended to add: "The Management Documents shall include the Rules and Regulations, as defined below."

3. Article II, Section 3 (Voting Rights) of the Declaration is deleted.

4. Article IV, Section 4 (Special Assessments for Capital Improvements) of the Declaration is amended to delete the following language: "provided that any such assessment shall have the assent of two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting."

5. Article V, Section 1 (Effect of Nonpayment of Assessment; Remedies of the Association) of the Declaration is deleted and replaced with the following language: "The Board may also require the delinquent Owner to pay a late charge in accordance with the law."

6. Article V, Sections 1(c)(1)-(5),(7) and (13)(Enforcement by Lien) of the Declaration are deleted and replaced with the following: "At least thirty (30) days prior to recording a lien upon the Lot of the Owner of record to collect a debt that is past due under Section 6808, the Association shall notify the Owner of record in writing by certified mail of the following:

(a) 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 of the Lot has the right to inspect the Association records pursuant to Section 8333 of the Corporations Code, 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."

(b) An itemized statement of the charges owed by the Owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any.

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

7. Article V, Section 3 (Annual Distribution of Documents) of the Declaration is deleted.

8. Article VIII, Section 3 of the Declaration shall replace reference to California Civil Code Section "1353.5" with Section "6702" and Section "1353.6" with Section "6704".

9. Article IX (Dispute Resolution) of the Declaration is deleted and replaced with the following: "Any dispute between the Association and an Owner that exceeds Five Thousand Dollars (\$5,000) shall be mediated before the Judicial Arbitration and Mediation Service ("JAMS") unless the parties mutually select another mediation provider. Any disputes that are not resolved by mediation shall be resolved in a court of competent jurisdiction and the prevailing party shall be entitled to reasonable attorneys' fees, costs and consultants' fees. The parties waive their right to a jury trial."

10. Article X, Section 13 (Common Area Ownership and Use) of the Declaration is deleted and replaced with the following language: "Subject to the exclusive rights to use designated parking spaces, as specified above, the Common Area shall remain undivided, and there shall be no judicial partition thereof."

11. Except as expressly stated herein, all of the provisions of the Declaration are restated and affirmed and shall remain in full force and effect.

12. This Amendment shall be effective upon the date of its recordation in the Official Records of the County of Contra Costa, State of California."

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Adoption of First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions, Tract No: 5415, on this 9 day of May, 2018.

SOLANO BUSINESS PARK ASSOCIATION,
a California nonprofit mutual benefit corporation

By: Randy Levitt
President

Print Name: RANDY LEVITT

ACKNOWLEDGMENT

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

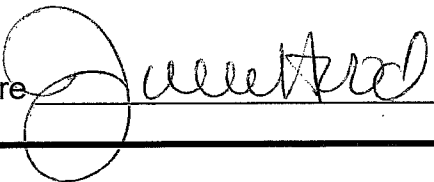
State of California
County of Contra Costa

On May 9, 2018 before me, Julie Hood, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

