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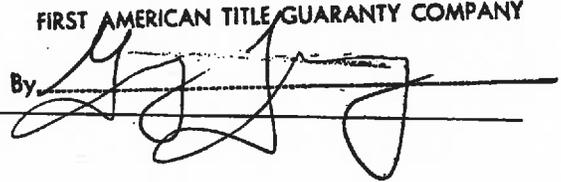
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By 

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
PORTSIDE VILLAGE
AT
BENICIA MARINA**

A Common Interest Development

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CONDITIONS AND RESTRICTIONS
OF
PORTSIDE VILLAGE AT BENICIA MARINA
A Common Interest Development**

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
PORTSIDE VILLAGE AT BENICIA MARINA
A Common Interest Development**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PORTSIDE VILLAGE AT BENICIA MARINA ("Declaration") is made by KAUFMAN & BROAD OF NORTHERN CALIFORNIA, INC., a California corporation, and THE CITY OF BENICIA, a California municipal corporation.

ARTICLE I
INTENTION OF DECLARATION

1.1 FACTS: This Declaration is made with reference to the following facts:

1.1.1 Property Owned By City: The City of Benicia is the owner of all of the real property located in the City of Benicia, County of Solano, State of California, described as follows:

Lots R2, R4 and R5 and Parcels L1, L5, L8, P2 and P3 as shown on the subdivision map entitled "Benicia Marina, Phase 2" filed for record on July 2, 1997, in Book 66 of Maps at Page 72 in the Official Records of the County of Solano, State of California, excepting therefrom all Improvements thereon.

1.1.2 Improvements Owned By Declarant: Kaufman & Broad of Northern California, Inc. ("Declarant") is the owner of all of the Improvements located in and upon the real property described in Section 1.1.1, above.

1.1.3 Ground Lease: The City is the Ground Lessor under the Ground Lease. Declarant became the Ground Lessee under the Ground Lease as evidenced by the Memorandum of Assignment of Phase II Master Lease, Phase II Option to Purchase, Development Agreement and License Agreement recorded on February 28, 1997, as Series No. 1997-00012445 in the Official Records of the County. Developer has assigned certain of its rights and duties as Ground Lessee under the Ground Lease to the Association pursuant to the Assignment Between Declarant and Association. The Ground Lease is intended to remain in effect until fee title to the Project Common Area is delivered to the Association pursuant to the Option described in Paragraph 1.1.4, below.

1.1.4 Option to Purchase Fee Title: The City has granted to Declarant an option to purchase fee title to the real property described in Section 1.1.1, above, pursuant to the Option. Developer has assigned certain of its rights and duties as Optionee under the Option to the Association pursuant to the Assignment Between Declarant and Association. The Association shall take all steps which are necessary and which are within the control of the Association to exercise the Option and to cause fee title to the Project Common Area to be conveyed to the Association in accordance with the provisions of the Option, including complying with all provisions of the Ground Lease which are within the control of the Association. The preceding sentence may not be amended without the approval of one hundred percent (100%) of each class of Members. At the termination of the Ground Lease, no additional consideration is required for fee title to the Project Common Area to be transferred to the Association.

1.1.5 Nature of Project: Declarant intends to develop and Ground Lessor consents to the development of the Subject Property and the Additional Property as a Common Interest Development which shall initially be a leasehold condominium project as defined in California Civil Code Section 1351(f). If and when the Option is exercised and fee title to the Project Common Area conveyed to the Association, the leasehold shall terminate and the Project shall be a fee simple condominium project as defined in California Civil Code Section 1351(f). At the termination of the Ground Lease, no additional consideration is required for fee title to the Project Common Area to be transferred to the Association. The Project is intended to be created in conformity with the provisions of the Davis-Stirling Common Interest Development Act (California Civil Code, Section 1350 et seq.). To establish the Project, Declarant and the City desire to impose on the Subject Property, and any property annexed thereto, these mutually beneficial restrictions, easements, assessments and liens under a comprehensive general plan of improvement and development for the benefit of all of the Owners, the Units and Common Area within the Subject Property and any property annexed thereto.

1.1.6 Conveyance of Fee Title to Project Common Area: Upon the recordation of a grant deed which conveys fee title to the Project Common Area to the Association, the Association shall prepare, execute and record a document entitled "Notice of Termination of Reversionary Interest". The Notice of Termination of Reversionary Interest shall (i) contain a legal description of all of the property subject to this Declaration including Units which shall be described by their Unit number as shown on the Plan, (ii) state that the rights of reversion in the deeds to all Units have irrevocably terminated, (iii) state that all Mortgages on each Unit shall automatically be deemed to encumber fee interests in the Building Common Area and Unit described in the deed and (iv) be signed by the Association and the City.

1.1.7 Reversionary Rights: If the Ground Lease terminates and fee title to the Project Common Area has not been conveyed to the Association, then ownership of all Improvements will automatically revert to the City pursuant to the Ground Lease. To effectuate the reversion, by accepting a deed to a Condominium, each Owner covenants and agrees on behalf of the Owner and the Owner's successors in interest and assigns to execute and deliver to the City a quitclaim deed conveying all of the Owner's interest in the Owner's Condominium, including without limitation, the Owner's interest in Building Common Area, the Owner's Unit and all easement rights in Common Area to the City. The Association shall execute and deliver to the City a quitclaim deed conveying all of the Association's interest in Project Common Area to the City.

1.1.8 BCDC Permit: Development, operation, use, maintenance, repair and replacement of the Project is subject to the terms and conditions of the BCDC Permit.

1.1.9 Phases of Project: The Subject Property and the Additional Property are intended to be developed in two (2) or more Phases. The first Phase consists of the Subject Property. Prior to annexation, the Additional Property shall not be subject to any provision of this Declaration. Declarant may, but shall have no obligation to, annex all or any portion of the Additional Property to the Project by recording a Declaration of Annexation in compliance with the provisions of this Declaration.

1.2 APPLICABILITY OF RESTRICTIONS: Pursuant to California Civil Code Sections 1353 and 1354, Declarant and Ground Lessor hereby declare 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, development and management of the Project as a Common Interest Development. 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. After recordation of a Declaration of Annexation, the property described therein shall constitute a part of the Project and shall be subject to this Declaration.

ARTICLE II
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.

2.1 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.

2.2 ADDITIONAL PROPERTY: The term "Additional Property" shall mean the real property described on Exhibit "A" and all Improvements situated on such real property.

2.3 ALTERATION: The term "Alteration" shall mean constructing, performing, installing, remodeling, repairing, replacing, demolishing, and/or changing the color or shade of any Improvement. The term "Alteration" does not include repainting or refinishing any Improvement in the same color, hue, intensity, tone, and shade or repairing any Improvement with the same materials.

2.4 ARTICLES: The term "Articles" shall mean the Articles of Incorporation of Portside Village Owners' Association, which are or shall be filed in the Office of the Secretary of State of the State of California.

2.5 ASSIGNMENT BETWEEN DECLARANT AND ASSOCIATION: The term "Assignment Between Declarant and Association" shall mean the document entitled "Assignment of Benicia Marina Lease Agreement (Phase II Condominiums Parcel) and Option to Purchase Fee Title to Real Property and Exercise of Option" which shall be recorded in the Official Records of the County after the recordation of this Declaration. The term "Assignment Between Declarant and Association" also includes any subsequently recorded amendments.

2.6 ASSOCIATION: The term "Association" shall mean Portside Village Owners' Association, its successors and assigns, a nonprofit mutual benefit corporation incorporated under the laws of the State of California.

2.7 BCDC PERMIT: The term "BCDC Permit" shall mean Permit No. 5-77 issued by the San Francisco Bay Conservation and Development Commission and all amendments.

2.8 BOARD: The term "Board" shall mean the Board of Directors of the Association.

2.9 BUDGET: The term "Budget" shall mean a pro forma operating budget prepared by the Board in accordance with Section 6.7.1 of this Declaration.

2.10 BUILDING COMMON AREA: The term "Building Common Area" shall mean Lots R2, R4 and R5 as shown on the Map, and all Improvements thereon which are not part of any Unit. The horizontal boundaries of each Building Common Area Parcel include the exterior finished surfaces of all perimeter walls of a building situated within the boundaries shown on the Map, including all Exclusive Use Common Area physically attached to the building. The vertical boundaries of each Building Common Area parcel include the lower exterior finished surface of the lowest elevation of the foundation of the building and the upper exterior finished surface of the highest elevation of the roof of the building. Each Building Common Area parcel includes the airspace encompassed within its boundaries and all Improvements therein which are not a part of any Unit. The approximate dimensions of each Building Common Area Parcel are shown on the Plan; however, the existing physical boundaries of a building as originally constructed or as reconstructed in accordance with the original construction design shall be conclusively presumed to be located entirely within its boundaries. The term "Building Common Area" shall also mean any property described as Building Common Area in a Declaration of Annexation.

2.11 BYLAWS: The term "Bylaws" shall mean the Bylaws of the Association and any amendments thereto.

2.12 CITY: The term "City" shall mean The City of Benicia, a California municipal corporation.

2.13 COMMON AREA: The term "Common Area" shall mean all of the Subject Property, Improvements thereon and airspace which are not part of any Unit. The term "Common Area" shall also mean any property described as Common Area in a Declaration of Annexation and any real property estate or interest owned by the Association. 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.

2.14 CONDOMINIUM: The term "Condominium" shall mean an estate in real property consisting of an undivided fee 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.

2.15 COUNTY: The term "County" shall mean the County of Solano, State of California.

2.16 DECLARANT: The term "Declarant" shall mean Kaufman & Broad of Northern California, Inc., a California corporation. The

term "Declarant" shall also mean any successor or assign of Declarant, if (i) a certificate, signed by Declarant and Declarant's successor or assign, has been recorded in the County in which the successor or assign assumes the rights and duties of Declarant to some portion of the Subject Property or the Additional Property or (ii) such successor or assign acquires all of the Subject Property and all of the Additional Property then owned by a Declarant which must be more than one (1) Condominium. There may be more than one Declarant at any given time. Each Declarant shall be a Declarant only with respect to those portions of the Subject Property or Additional Property owned by that Declarant. A Declarant shall cease being a Declarant when it no longer owns any portion of the Project or the Additional Property.

2.17 DECLARATION: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of Portside Village At Benicia Marina and includes any subsequently recorded amendments.

2.18 DECLARATION OF ANNEXATION: The term "Declaration of Annexation" shall mean any instrument recorded in the County which extends the provisions of this Declaration to all or a portion of the Additional Property or any other property.

2.19 ELIGIBLE HOLDER: The term "Eligible Holder" shall mean any Institutional Mortgagee who has delivered a written notice to the Association which contains its name, address and the number or address of the Condominium encumbered by the Mortgage and requests that the Association deliver written notice to it of any or all of the events specified in Section 9.4.

2.20 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.

2.20.1 Deck: The term "Deck" shall mean each portion of the Common Area which is shown on the Plan as an individually numbered space designated with the letter "D". The perimeter boundaries of each Deck are to the interior unfinished surfaces of the fences and/or railings and to the exterior finished surfaces of any Common Area walls enclosing the Deck. The vertical boundaries of each Deck are to the interior unfinished surface of the floor and to a horizontal plane extended from the ceiling of the Unit which adjoins the Deck. The approximate dimensions of each Deck are shown on the Plan. Each Deck includes the airspace encompassed within its boundaries.

2.21 FIRST MORTGAGE: The term "First Mortgage" shall mean a Mortgage which has priority under the recording statutes of the State of California over all other Mortgages encumbering a specific Condominium.

2.22 FIRST MORTGAGEE: The term "First Mortgagee" shall mean the Mortgagee of a First Mortgage.

2.23 GROUND LEASE: The term "Ground Lease" shall mean the following documents: (a) the unrecorded Restated and Amended Benicia Marina Lease Agreement (Phase II Condominiums Parcel), (b) the First Amendment to Restated and Amended Benicia Marina Lease Agreement (Phase II Condominiums Parcel) dated December 12, 1990, a memorandum of which was recorded on January 25, 1991, as Series No. 91-5150 in the Official Records of the County, (c) the Second Amendment to Restated and Amended Benicia Marina Lease Agreement (Phase II Condominiums Parcel) dated August 7, 1997, and (d) any subsequent amendments to any of such documents. After the termination of the Ground Lease, all references to "Ground Lease" in this Declaration shall no longer have any force or effect.

2.24 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 or a public or quasi-public entity or utility company, and accepted for maintenance by the public, such entity or utility company.

2.25 INSTITUTIONAL MORTGAGEE: The term "Institutional Mortgagee" shall mean (i) a First Mortgagee which is the State of California, a bank, a savings and loan association, an insurance or mortgage company or other entity or institution chartered under or regulated by any federal and/or state law or (ii) an insurer or governmental guarantor of a First Mortgage including without limitation the Federal Housing Authority and the Department of Veteran's Affairs.

2.26 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.

2.27 MAP: The term "Map" shall mean the subdivision map entitled "Benicia Marina, Phase 2" recorded on July 2, 1997, in Book 66 of Maps at Page 72 in the Official Records of the County, including any subsequently recorded amended final maps, parcel maps, certificates of correction, lot line adjustments and/or records of survey. The term "Map" shall also mean any recorded subdivision map described in a Declaration of Annexation.

2.28 MARINA GREEN: The term "Marina Green" shall mean Parcel L7 as shown on the Map.

2.29 MEMBER: The term "Member" shall mean an Owner.

2.30 MORTGAGE: The term "Mortgage" shall mean any duly recorded mortgage or deed of trust encumbering a Condominium.

2.31 MORTGAGEE: The term "Mortgagee" shall mean a Mortgagee under a Mortgage as well as a beneficiary under a deed of trust.

2.32 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.

2.33 OPTION: The term "Option" shall mean the document entitled "Option To Purchase Fee Title to Real Property and Exercise of Option" recorded on January 25, 1991, as Series No. 5153 and the Amendment to Option To Purchase Fee Title to Real Property and Exercise of Option recorded on August _____, 1997, as Series No. 1997-_____, both in the Official Records of the County, including any subsequently recorded amendments.

2.34 OWNER: The term "Owner" shall mean the holder of record fee title to a Condominium, including Declarant as to each Condominium owned by Declarant. 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.

2.35 PHASE: The term "Phase" shall mean any Condominiums and/or Project Common Area which are simultaneously made subject to the provisions of this Declaration either by recording this Declaration or by recording a Declaration of Annexation.

2.36 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 "B", including any subsequently recorded amendments. The term "Plan" shall also mean any recorded condominium plan described in a Declaration of Annexation, including any subsequently recorded amendments thereto.

2.37 PROJECT: The term "Project" shall mean the Subject Property and any property described in a Declaration of Annexation.

2.38 PROJECT COMMON AREA: The term "Project Common Area" shall initially mean a leasehold estate in Parcels L1, L5, L8, P2 and P3 as shown on the Map and all Improvements thereon except Building Common Area and Units, subject to the Ground Lease. If and when fee title to the Project Common Area is conveyed to the Association pursuant to the Option, the term "Project Common Area" shall mean Parcels L1, L5, L8, P2 and P3 as shown on the Map and all Improvements thereon except Building Common Area and Units. The term "Project Common Area" shall also mean that portion of any

property described as Project Common Area in a Declaration of Annexation.

2.39 PROJECT DOCUMENTS: The term "Project Documents" shall mean the Articles, Bylaws, this Declaration and the Rules and, until its termination, the Ground Lease.

2.40 PUBLIC REPORT: The term "Public Report" shall mean a Final Subdivision Public Report issued by the Department of Real Estate of the State of California for one or more Phases of the Project.

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

2.42 SUBJECT PROPERTY: The term "Subject Property" shall mean those portions of Building Common Area consisting of Lots R2, R4 and R5 as shown on the Map and those portions of Project Common Area consisting of Parcels L1, L5, L8, P2 and P3 as shown on the Map.

2.43 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 III
OWNERSHIP AND EASEMENTS

3.1 NON-SEVERABILITY: The interests in the Common Area in any Phase cannot be changed after the conveyance of the first Condominium in that particular Phase, except that fee title to the Project Common Area can be acquired by the Association in lieu of its leasehold interest. 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 unless the Plan is amended in accordance with California Civil Code Section 1351(e). If the Plan is amended, any conveyances necessary to cause ownership interests to conform to the amended Plan shall not violate this Section. 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 reserved in this Declaration. Each of the easements described, granted or reserved herein shall be established upon the recordation of this Declaration and shall be enforceable as equitable servitudes and 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.

3.2 OWNERSHIP OF UNITS: Title to each Unit in the Project shall be conveyed in fee to an Owner. If the Ground Lease terminates prior to the conveyance of fee title to the Project Common Area to the Association, title to each Unit may revert to the Ground Lessor pursuant to the Ground Lease.

3.3 OWNERSHIP OF COMMON AREA: The Common Area of the Project shall be conveyed and held as follows:

3.3.1 Project Common Area: A leasehold estate in the Project Common Area in each Phase shall be assigned to the Association prior to or concurrently with the conveyance of the first Condominium in that particular Phase to an Owner. If the Option is exercised and fee title to the Project Common Area is conveyed to the Association, the leasehold estate shall terminate and the Association shall own fee title to the Project Common Area. No additional consideration is required for fee title to be transferred to the Association at the termination of the Ground Lease. The Association shall be deemed to have accepted the Project Common Area when (i) an assignment of the Ground Lease to the Association has been recorded in the Official Records of the County and (ii) assessments for the Phase in which the Project Common Area is located have commenced.

3.3.2 Building Common Area: The Owners of each Unit situated within Lot R2 shall be conveyed an equal undivided one-fifth (1/5) tenancy-in-common interest in Lot R2, excluding the Units. The Owners of each Unit situated within Lot R4 shall be conveyed an equal undivided one-fourth (1/4) tenancy-in-common interest in Lot R4, excluding the Units. The Owners of each Unit situated within Lot R5 shall be conveyed an equal undivided one-sixth (1/6) tenancy-in-common interest in Lot R5, excluding the Units. The tenancy-in-common interest to be conveyed with each Unit shall be determined by a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units contained within that particular Building Common Area lot. The specific interests in the Building Common Area of a subsequent Phase to be conveyed to the Owners within that Phase shall be specified in the Declaration of Annexation for that particular Phase. If the Ground Lease terminates prior to the conveyance of fee title to the Project Common Area to the Association, title to all or some portion of the Building Common Area may revert to the Ground Lessor pursuant to the Ground Lease.

3.4 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.

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

3.4.2 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 right of the Board, after Notice and Hearing, to suspend an Owner's right to use any recreational facilities;

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

(c) The right of the Association to grant, convey and dedicate fee title to or easements over all or any portion of the Project Common Area;

(d) Any easement which affects the Common Area or which is set forth in the deed which conveys the Project Common Area to the Association;

(e) The Ground Lease; and

(f) The BDPD Permit.

3.4.3 Exclusive Use Common Area: Each Owner shall have an exclusive right and easement for the use, possession and enjoyment of the Deck(s) designated on the Plan which bears the number that corresponds to that of the Owner's Unit and for the Deck(s) specifically designated in the individual Condominium grant deed, each of 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.

3.4.4 Marina Green: The Marina Green is subject to an easement for public use in perpetuity.

3.4.5 Utilities: Each Owner shall have a non-exclusive right and easement over, under, across and through the Project, except for portions of the Project on which a structure is situated, for utility lines, pipes, wires and conduits installed by Declarant.

3.4.6 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 and which substantially conforms to the legal boundaries shown on the Plan. 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.

3.4.7 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.

3.4.8 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.

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

3.4.10 Easement to Declarant For Adjoining Property: Declarant shall have, and hereby expressly reserves, a right and easement over and across the Common Area for the purposes of reasonable ingress to and egress from, over and across the Project, including private roads and pathways, to the Additional Property until all of the Additional Property is annexed to the Project.

3.4.11 Annexation of Additional Property: Upon the recordation of a Declaration of Annexation, the Units and the Owners of Units in the annexed Phase shall have all of the rights and easements specified in this Article and the Units and the Owners of Units in the Project prior to annexation shall have all of the easements specified in this Article as though the annexed Phase were initially part of the Project.

3.5 JUDICIAL PARTITION:

3.5.1 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.

3.5.2 Power of Attorney: If there is judicial partition of the Project pursuant to California Civil Code Section 1359 or this Declaration, each Owner, for the Owner and the Owner's 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.

3.6 CONSENTS TO CONDOMINIUM PLAN: By execution of this Declaration, Declarant and Ground Lessor consent to the making and recording of the Plan attached as Exhibit "B" to this Declaration. If an executed and acknowledged Subordination is attached to this Declaration, the Mortgagee shall be deemed to have consented to the making and recordation of the Plan attached as Exhibit "B" to this Declaration.

ARTICLE IV
USES AND RESTRICTIONS

4.1 ALTERATIONS: Except as otherwise specifically provided in this Declaration, no Alteration may be made to any Improvement until plans have been submitted and approved pursuant to Article XI.

4.2 ANIMALS: An Owner may keep one (1) customarily uncaged household pet within the Owner's Unit. Each Owner may also maintain a reasonable number of small caged animals, birds or fish. Unless the Rules increase the number or type of animals which may be kept, no other animals or pets are permitted in the Project. The Board shall have the right to prohibit the maintenance of any pet which, after Notice and Hearing, is found to be a nuisance to other Owners. No animals may be kept for commercial purposes. No dog shall be allowed in the Common Area unless it is under the control of a responsible person by leash or other means. Each Owner or Invitee shall restore the Common Area to the condition it was in immediately preceding its use by any dog permitted on the Common Area by the Owner or Invitee.

4.3 ANTENNAS AND SATELLITE DISHES: No outside television antenna, microwave or satellite dish, aerial, or other such device (collectively "Video Antennas") with a diameter or diagonal measurement in excess of one (1) meter shall be erected, constructed or placed on any Common Area or Unit. Video antennas with a diameter or diagonal measurement of one (1) meter or less may be installed only if they conform to the Architectural Standards and, if then required by the Architectural Standards, any necessary approval is obtained in accordance with the provisions of Article XI. Reasonable restrictions which do not significantly increase the cost of the Video Antenna system or significantly decrease its efficiency or performance may be imposed.

4.4 EXTERIOR LIGHTING: No Owner shall remove, damage or disable any exterior light, regardless of where located, which is connected to the Association's electric service.

4.5 GROUND LEASE: The Association shall faithfully and timely comply with all provisions of the Ground Lease assigned to it by the Assignment Between Declarant and Association.

4.6 INVITEES: Each Owner shall be responsible for compliance with the provisions of the Project Documents by that Owner's Invitees. An Owner shall promptly pay any Reimbursement Assessment levied and/or any fine or penalty imposed against an Owner for violations committed by that Owner's Invitees.

4.7 MARINA GREEN: All Owners shall have the right to use the Marina Green on the same terms and conditions as the public. The Association may not make or enforce any rules on public use of

the Marina Green that are inconsistent with the easement granted to the public.

4.8 PARKING: Vehicles shall not be parked anywhere in the Project except in areas designed and established for the parking of passenger motor vehicles ("Association Parking Areas") or wholly within garages or upon public streets. Residents and Invitees may not park in public parking areas unless they are using the Marina and then only in accordance with the parking rules and regulations of the City. All Association Parking Areas shall be used solely for the parking of motor vehicles used for personal transportation. No boat, trailer, camper, commercial vehicle, mobile home, recreational vehicle or any inoperable vehicle shall be parked or stored in any Association Parking Area. Unless otherwise provided for in the Rules, garage doors shall remain closed, except when a garage is in use. Garages shall be kept sufficiently clear so as to permit parking of the number of vehicles for which the garage was designed. No part of the Common Area shall be used for repair, construction or reconstruction of any vehicle. No resident in the Project shall park in any Association Parking Area designated as "guest parking". No parking is permitted in designated "Fire Lanes." All parking laws will be enforced by the City. As long as applicable ordinances and laws are observed, including the requirements of Section 22658.2 of the California Vehicle Code, any vehicle which is in violation of this Declaration may be removed.

4.9 RENTAL OF UNITS: An Owner shall be entitled to rent or lease a Condominium, if: (i) there is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of the Project Documents and a failure to comply with any provision of the Project Documents shall constitute a default under the agreement; (ii) the period of the rental or lease is not less than thirty (30) days; (iii) the Owner gives notice of the tenancy to the Board and has otherwise complied with the terms of the Project Documents; and (iv) the Owner gives each tenant a copy of the Project Documents. Upon satisfaction of the foregoing conditions all rights to the use and enjoyment of the Common Area shall be exercised by the tenant rather than by the Owner of the leased or rented Condominium; however, the Owner shall not be relieved of the obligations and duties imposed by this Declaration.

4.10 RULES: The Board may promulgate rules concerning the use of the Project by Owners and their Invitees. 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.

4.11 SIGNS: 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, the Ground Lease, and the signage requirements of any other agency which has legal or contractual jurisdiction over the Project. The only signs of any

kind which may be displayed to the public view on or from any Unit or the Common Area shall be as follows:

4.11.1 Declarant: Signs may be displayed by Declarant on Common Area or unsold Units, as Declarant deems appropriate, advertising Condominiums owned by Declarant for sale, lease or rent;

4.11.2 Legal Proceedings: Signs required by legal proceedings may be displayed;

4.11.3 Project Identification: Appropriate signs may be displayed by the Association to identify the Project;

4.11.4 Sale or Rent: One (1) sign of reasonable dimensions may be placed within the window of a Unit advertising the Condominium for sale or rent; and

4.11.5 Signs Approved By Board: Other signs, posters and notices approved by the Board or specified in the Rules or in this Declaration may be posted in locations designated by the Board.

4.12 SPORTS EQUIPMENT: No basketball standards, fixed sports apparatus or similar equipment shall be attached to the exterior of any Unit or permanently placed within any Exclusive Use Common Area, except in accordance with the provision of Article XI. Portable or movable basketball equipment or other movable sports apparatus may not remain overnight where visible from adjacent Units or streets without the prior approval of the Board.

4.13 STORAGE OF WASTE MATERIALS: All garbage, trash and accumulated waste material shall be placed in appropriate covered trash containers. Trash containers may be placed where visible from the street only on the night before and the day that pick-up is to occur.

4.14 TAXES: Each Owner shall be obligated to pay any taxes or assessments assessed by the County Assessor against that Owner's Unit and personal property. Until such time as real property taxes have been segregated by the County Assessor, they shall be paid by the respective Owners. The proportionate share of the taxes for a particular Unit shall be determined by dividing the initial Unit sales price or, in the case of unsold Units, the price the Unit is then being offered for sale by Declarant ("Offered Price"), by the total initial sales prices and Offered Prices of all Units. If an Owner fails to pay that Owner's proportionate share in accordance with the preceding sentence, the Association shall collect such share, including that Owner's interest and penalties, from the delinquent Owner.

4.15 USE AND OCCUPANCY OF UNITS: Each Unit shall be used for residential purposes and for uses within Units mandated by federal

or state laws or permitted by local ordinances. Otherwise, no business of any kind shall be established, maintained, operated, permitted or constructed in any portion of the Project, except for the business of Declarant in completing the development and disposition of the Condominiums in the Project. No Unit shall be permanently occupied by any more than two (2) persons per bedroom. No Owner may permit or cause anything to be done or kept upon or in a Unit which might obstruct or interfere with the rights of other Owners or which would be noxious, harmful or unreasonably offensive to other Owners. 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 the Owner's Condominium.

4.16 USE OF COMMON AREA: All use of Common Area is subject to the Rules. All persons residing within the Project may enjoy the use of all facilities in the Common Area as long as they abide by the terms of the Project Documents. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area (excluding Exclusive Use 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 part of the Common Area, which would interfere with rights of other Owners, or 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. The provisions of this Declaration concerning use, maintenance and management of the Common Area are subject to any rights or limitations established by any easements or other encumbrances which encumber the Common Area.

4.17 WINDOW COVERINGS: All drapes, window shades or other window coverings installed in the windows of Units which are visible from the exterior of the Unit shall comply with the Rules, if applicable. Any drapes or other window covering installed in compliance with the Rules may remain for the useful life thereof. All window coverings shall be installed within ninety (90) days after the conveyance of the Unit, unless the Rules provide otherwise.

ARTICLE V
MAINTENANCE, REPAIR AND RECONSTRUCTION OF IMPROVEMENTS

5.1 ASSOCIATION MAINTENANCE: Maintenance of Common Area and the Marina Green must be performed in accordance with or better than the standards set forth in Sections 10.a. and 10.d. of the Ground Lease and Paragraph G.5 of the BCDC Permit.

5.1.1 Common Area: The Association shall be responsible for the maintenance, repair, replacement, management, operation, painting and upkeep of Common Area and all Improvements situated in, upon or under the Common Area (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.

5.1.2 Fire Sprinkler System: The Association shall maintain, repair and replace all portions of the fire sprinkler system and fire service mains ("Fire Sprinkler System") which are not physically located within individual Units. No modification may be made to any portion of the Fire Sprinkler System without first obtaining a permit from the Fire Department which serves the Project.

5.1.3 Along East 2nd Street: The Association shall maintain, repair and replace the street lighting between the Project boundary and the nearest edge of the street along East 2nd Street.

5.1.4 Along E Street: The Association shall maintain, repair and replace the street lighting between the Project boundary and the nearest edge of the street along E Street.

5.1.5 Telephone Service: The Association shall maintain, repair and replace all equipment and lines providing telephone service between the Project boundary and each individual Unit.

5.1.6 Marina Green: The Association shall maintain, repair and replace all Improvements within the Marina Green. Maintenance shall be performed to the satisfaction of City, in accordance with the Landscape Maintenance Standards attached as Exhibit "F" to the Ground Lease.

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

5.2.1 Approval: Except as provided in Section 5.2.3, below, Alterations to any Improvements situated in, upon or under the Common Area (excluding Exclusive Use Common Area) may be made only by the Association. A proposal for an Alteration 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. Before implementing the proposal, the Board must obtain all (i) approvals required by the Ground Lease and/or the BCDC Permit, (ii) permits and other approvals required by federal, state or local law or ordinance and (iii) the approval of the City.

5.2.2 Funding: Expenditures for maintenance, repair or replacement of an existing capital Improvement for which reserves have been collected may be made from the Reserve Account. Subject to the limitations set forth in Section 6.5, the Board may levy a Special Assessment to fund any Alteration of an Improvement for which no reserve has been collected.

5.2.3 Alterations Pursuant to Civil Code Section 1360: An Owner may make Alterations to the Common Area and to Exclusive Use Common Area in accordance with the provisions and limitations set forth in Section 1360(a)(2) of the Civil Code. Any such Alterations to Common Area or Exclusive Use Common Area shall be made in accordance with the provisions of Article XI.

5.3 OWNER MAINTENANCE:

5.3.1 Units: Each Owner shall keep the interior of that Owner's 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 that Owner's 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 that Owner's 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 that Owner's Unit; and (iv) maintain, repair and replace doors, hardware, locks, screens covering doors and windows of that Owner's Unit and all hardware and locks; however, all such exterior doors and exterior hardware must precisely match the item replaced unless otherwise approved in accordance with the provisions of Article XI.

5.3.2 Fire Sprinkler System: Each Owner shall maintain, repair and replace all portions of the Fire Sprinkler System which are physically located within the Owner's Unit. No modification may be made to any portion of the Fire Sprinkler System without first obtaining a permit from the Fire Department which serves the Project.

5.3.3 Telephone Service: Any repair or replacement performed by the Association pursuant to Section 5.1.5 shall be paid for by the Owners for whom the repair or replacement was performed. The Association shall have the right to allocate the charges incurred among the benefitted Owners in any manner which is deemed fair by the Association.

5.3.4 Garages: The garage door and all mechanical and electrical equipment and hardware for opening and closing garage doors shall be maintained, repaired and replaced by the Owner of the garage.

5.4 ALTERATIONS TO UNITS: Alterations may be made to the interiors of 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. No Alteration of the floor coverings of the Unit may be made which will result in an increase in sound transmission into any other Unit. Only soft-cover floors may be installed on floor levels located above and adjacent to any other Unit, except for replacement of any hard coverings in kitchen, bath or other areas where such hard coverings were originally installed by Declarant.

5.5 MAINTENANCE AND REPAIR OF EXCLUSIVE USE COMMON AREA: The responsibility for maintaining and repairing Exclusive Use Common Area shall be as follows:

5.5.1 Association: The Association shall paint and provide structural repair and replacement of the Deck surfaces and all fences and/or railings which partially or wholly enclose the Deck.

5.5.2 Owners: Each Owner shall maintain, repair and otherwise care for all Improvements located within a Deck at the Owner's sole expense.

5.6 ALTERATIONS TO EXCLUSIVE USE COMMON AREA: No Alteration may be made to Exclusive Use Common Area until it has been approved by the Board and the City and in accordance with the provisions of Article XI. The Board shall act on any written proposals for Alterations to Exclusive Use Common Area in accordance with the architectural control provisions contained in this Declaration and/or in the Rules. The cost of an Alteration to Exclusive Use Common Area shall be paid by the Owner who has obtained the approval, unless otherwise approved by the Members.

5.7 LANDSCAPING: All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality as originally established by Declarant and in a condition comparable to that of other well maintained residential 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. Irrigation systems, if any, shall be fully maintained in good working condition to ensure continued regular watering of landscape areas, and health and vitality of landscape materials. Before making any Alteration to the landscaping originally installed by Declarant, the Board must obtain (i) all approvals required by the Ground Lease and/or the BCDC Permit, (ii) the approval of the City and (iii) all permits and other approvals required by federal, state or local law or ordinance.

5.7.1 Association: The Association maintain all landscaping located on Common Area, excluding Exclusive Use Common Area. The Association shall maintain all landscaping located within the public right-of way which adjoins Common Area.

5.7.2 Owners: Each Owner shall maintain all landscaping located within the Owner's Exclusive Use Common Area.

5.8 RIGHT OF MAINTENANCE AND ENTRY BY ASSOCIATION: If an Owner fails to perform maintenance and/or repair which that Owner is obligated to perform pursuant to this Declaration, and if the Association 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 Association may cause such maintenance and/or repair to be performed. 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 Association 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 Association 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. The service of the automatic sprinkler system is an emergency situation and the service of the system will require immediate entry for service.

5.9 RIGHT OF ENTRY BY CITY: During the term of the Ground Lease, the City shall have the right to enter in and upon the Common Area from time to time to determine whether the Improvements in the Project are being maintained in accordance with the provisions of the Ground Lease and the BCDC Permit. If the City needs to inspect an inaccessible area, the City shall make arrangements with the Association for access. The City shall have no right to inspect the interior of any Unit except to the extent it has the right to inspect the interior of any other residence in the City.

5.10 DAMAGE AND DESTRUCTION: The term "restore" shall mean repairing, rebuilding or reconstructing a damaged Common Area Improvement to substantially the same condition and appearance in which it existed prior to fire or other casualty damage. 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 and shall represent all Owners in such proceedings. The insurance proceeds shall be paid to and held by the Association for the benefit of the Owners and their Mortgagees.

5.10.1 Ground Lease: During the term of the Ground Lease, the provisions of Paragraph 16 of the Ground Lease shall prevail over the provisions of this Section 5.10 to the extent the provisions conflict.

5.10.2 Bids: Whenever restoration is to be performed pursuant to this Section, the Board shall obtain such bids from responsible licensed contractors to restore the damaged Common Area as the Board deems reasonable; and 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.

5.10.3 Sufficient Proceeds: The costs of restoration of damaged 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 the approval of the Members in accordance with the limitations set forth in Section 6.5. 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 5.10.3, below; secondly, use a plan of alternative reconstruction pursuant to Section 5.10.4, below; and lastly, purchase the damaged Units pursuant to Section 5.10.5. If the Members do not approve action under Sections 5.10.3, 5.10.4, or 5.10.5, then the entire Project shall be sold by the Board pursuant to Section 5.10.6, below.

5.10.4 Additional Special Assessment: If the total funds available to restore the damaged Common Area as provided in Section 5.10.2, 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 each class of Members, together with the amounts available pursuant to Section 5.10.2, 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 each class of Members, together with the amounts available pursuant to Section 5.10.2, 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 5.10.4, below.

5.10.5 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 5.10.2 and whatever funds, if any, are available to it pursuant to Section 5.10.3, above, ("Alternative Reconstruction"). All proposals shall be presented to the Owners. If one hundred percent (100%) of the Owners whose Units were directly affected by the damage to Common Area ("Affected Owners") and a majority of the Members (including the Affected Owners) agree to any plan of Alternative Reconstruction, then the Board shall contract for the reconstruction of the damaged 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 5.10.5, below.

5.10.6 Purchase of Units of Affected Owners: If no plan of Alternative Reconstruction is agreed to within six (6) months after the date of the damage, then the Board shall seek to obtain the approval of all 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 appraiser selected by the Board with a "Member of the Appraisal Institute" certificate or the equivalent. If a majority of the Members (including the Affected Owners) agree to the purchase, the Association shall purchase the Condominiums of the Affected Owners who, together with all of their Mortgagees, agree to the purchase. If there are insufficient funds to pay the Purchase Price for all Condominiums owned by Affected Owners who, together with all of their Mortgagees, agree 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

5.10.2 and 5.10.3) and the aggregate fair market values of the Condominiums to be purchased.

5.10.7 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 5.10.4, above,) cannot be agreed to, and the Owners did not approve a purchase pursuant to Section 5.10.5, 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 in proportion to the respective fair market values of the Condominiums immediately prior to the destruction, as determined by an independent appraisal made by an independent real estate appraiser with a Member of the Appraisal Institute certificate or the equivalent as selected by the Board.

5.11 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 distributed to the Association in accordance with Paragraph 26 of the Ground Lease:

5.11.1 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 condemnation, as determined by an independent appraisal made by an independent 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.

5.11.2 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 an independent 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.

5.12 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 that Owner's 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 VI
FUNDS AND ASSESSMENTS

6.1 COVENANTS TO PAY: Declarant and each Owner covenant and agree to pay to the Association the assessments and any Additional Charges levied pursuant to this Article VI.

6.1.1 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 Owner's Condominium 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 the Owner's heirs, devisees, personal representatives and assigns. Any assessment not paid when 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 a Condominium, the Owner shall not be liable for any charge thereafter levied against that Condominium.

6.1.2 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.

6.1.3 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.

6.2 REGULAR ASSESSMENTS:

6.2.1 Payment of 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; however, each Owner shall be entitled to pay the Regular Assessment in twelve (12) equal monthly installments, one installment payable on the first day of each calendar month during the fiscal year, as long as the Owner is not delinquent in the payment of any monthly installment. If an Owner fails to pay any monthly installment by the sixtieth (60th) day after the date the installment was due, the

Board may terminate that Owner's right to pay the Regular Assessment in monthly installments and declare the then unpaid balance of the Regular Assessment for that year immediately due and payable. Regular Assessments shall commence for all Condominiums in each Phase on the first day of the first month following the month in which the first Condominium in that Phase is conveyed to an Owner and may commence prior to that date at the option of Declarant.

6.2.2 Allocation of Regular Assessments: The total amount of the Association's anticipated revenue attributable to Regular Assessments as reflected in the Budget for that fiscal year shall be allocated equally among the Condominiums. For the first fiscal year, the Budget shall be substantially based upon the operating budget accepted by the Department of Real Estate of the State of California. After Annexation of each Phase, the allocation and assessment of the charges in the Budget shall be reallocated equally among all Condominiums in the Project, including those in the annexed Additional Property.

6.2.3 Exemptions from Regular Assessment: Notwithstanding the provisions of Section 6.2, the Board shall exempt each Owner of a Condominium which satisfies paragraph (a), below, and may exempt all Owners if paragraph (b), below, is satisfied, from the payment of a portion of the Regular Assessment levied against that Condominium as described in those paragraphs.

(a) Condominium Buildings: An Owner of a Condominium is exempt from payment of that portion of the Regular Assessment which is allocated for defraying operating expenses and reserves directly attributable to the existence and use of that Owner's Condominium until the first to occur of the following events: (i) a notice of completion of construction of the Building in which the Owner's Unit is contained has been recorded; (ii) the Condominium is occupied or otherwise used; or (iii) the structural components of the Building in which the Owner's Unit is contained are complete.

(b) Other Common Area: Each Owner may be exempted from payment of that portion of the Regular Assessment which is allocated for defraying operating expenses and reserves directly attributable to the existence and use of a common facility (including landscaping) that is not complete at the time Regular Assessments commence until the first to occur of the following events: (i) a notice of completion of the common facility is recorded; or (ii) the common facility has been placed into use.

6.2.4 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.

6.3 SPECIAL ASSESSMENTS: Subject to the limitations set forth in Section 6.5, 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.

6.4 REIMBURSEMENT ASSESSMENTS: The Association shall levy a Reimbursement Assessment against an Owner to (a) reimburse the Association for the costs of repairing damage caused by that Owner or that Owner's Invitee or (b) if a failure to comply with the Project Documents has (i) necessitated an expenditure of monies, including attorneys' fees, by the Association to bring the Owner or the Owner's Lot or Improvements 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. Reimbursement Assessments may not be enforced by lien.

6.5 LIMITATIONS ON ASSESSMENTS: All Regular and Special Assessments levied by the Board must comply with the provisions of Section 1366 of the California Civil Code, including the written ballot limitations and special voting and quorum requirements.

6.6 ACCOUNTS:

6.6.1 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 major components which the Association is obligated to repair, restore, replace or maintain into the Reserve Account.

6.6.2 Reserve Account: Withdrawal of funds from the Reserve Account shall require the signatures of either two (2) Directors or one (1) Director and one (1) officer of the Association who is not a Director. The Association may expend funds from the Reserve Account only for the purposes set forth in Section 1365.5 of the California Civil Code.

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

6.7 BUDGET, FINANCIAL STATEMENTS, REPORTS AND STUDIES:

6.7.1 Preparation and Distribution of Budget: The Board shall annually prepare, adopt and distribute a Budget in accordance with the requirements of Section 1365 of the California Civil Code. The Budget shall include provisions for payment of all obligations under the Ground Lease which have been assigned to the Association. A summary of the Budget may be distributed in lieu of the entire Budget if the requirements set forth in Section 1365 of the California Civil Code are satisfied.

6.7.2 Annual Report: The Board shall annually prepare and distribute an annual report in accordance with the requirements of Section 1365 of the California Civil Code.

6.7.3 Quarterly Reconciliation: If then required by Section 1365 of the California Civil Code, at least quarterly, the Board shall: (i) cause a current reconciliation of the Association's Operating Account(s) to be made and review the same; (ii) cause a current reconciliation of the Association's Reserve Account to be made and review the same; (iii) review the current year's actual reserve revenues and expenses compared to the current year's Budget; (iv) review the most current account statements prepared by the financial institution where the Association has its Operation and Reserve Accounts; and (v) review an income and expense statement for the Association's Operation and Reserve Accounts.

6.7.4 Reserve Account Study: The Board shall (i) cause a study of the Reserve Account to be conducted, (ii) review the study annually and (iii) consider and implement necessary adjustments to the Board's analysis of the Reserve Account requirements as a result of that review in compliance with the provisions of Section 1365.5 of the California Civil Code.

6.7.5 Notice of Increased Assessments: The Board shall provide notice by first-class mail to the Owners of any increase in Regular Assessments or the levy of any Special Assessments in accordance with the provisions of Section 1366 of the California Civil Code.

6.7.6 Statement of Outstanding Charges: Within ten (10) days of a written request by an Owner, the Association shall provide to the Owner a written statement which sets forth the amounts of delinquent assessments, penalties, attorneys' fees and other charges against that Owner's 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.

6.7.7 Schedule of Monetary Penalties: If the Board adopts a policy imposing any monetary penalty on or charging any fee to any Owner for a violation of the Project Documents by that Owner or that Owner's Invitee, the Board shall adopt a schedule of

the monetary penalties that may be assessed for those violations. The penalties must be consistent with the Project Documents. A copy of the schedule shall be personally delivered or mailed by first-class mail, postage prepaid, to each Owner by the Board. Each time the schedule is modified, the Board shall again deliver a copy to each Owner, either personally or by first-class mail, postage prepaid.

6.7.8 Accountings Under the Ground Lease: During the term of the Ground Lease, the Association shall provide all accountings to the Ground Lessor required by the Ground Lease.

6.8 ENFORCEMENT OF ASSESSMENTS: If then required by Section 1365 of the California Civil Code, the Board shall distribute a statement of the Association's policies and practices in enforcing its remedies against Owners for defaults in the payment of Regular and Special Assessments, including the recording and foreclosing of liens against Owners' Condominiums.

6.8.1 Procedures: In addition to all other remedies provided by law, the Association, or its authorized representative, may enforce the obligations of the Owners to pay each assessment provided for in this Declaration in any manner provided by law or by either or both of the following procedures:

(a) By Suit: The Association may commence and maintain a suit at law against any Owner personally obligated to pay a delinquent assessment. The suit shall be maintained in the name of the Association. Any judgment rendered in any action shall include the amount of the delinquency, and such additional costs, fees, charges and expenditures ("Additional Charges") and any other amounts as the court may award. A proceeding to recover a judgment for unpaid assessments may be maintained without the necessity of foreclosing or waiving the lien established herein.

(b) By Lien: The Association or a trustee nominated by the Association may commence and maintain proceedings to establish and/or foreclose assessment liens. No action shall be brought to foreclose a lien until the lien is created by recording a Notice of Delinquent Assessment ("Notice"). Prior to recording a Notice, the Association shall: (i) notify the affected Owner in writing by certified mail of the fee and penalty procedures of the Association; (ii) provide an itemized statement of the charges owed by the Owner, including items on the statement which indicate the principal owed, any late charges, the method of calculation, and attorney's fees; and (iii) describe the collection practices used by the Association, including the right of the Association to recover reasonable costs of collection. The Notice must be authorized by the Board, signed by an authorized agent and recorded in the Official Records of the County. The Notice shall state the amount of the delinquent assessment(s), the Additional Charges incurred to date, a legal description of the Condominium, the name(s) of the record Owner(s) thereof and the name and address of

the trustee, if any, authorized by the Association to enforce the lien by sale and shall be signed by the person authorized to do so by the Board, or if no one is specifically designated, by the President or Chief Financial Officer. No later than ten (10) days after recordation of the Notice, copies of the Notice shall be mailed to all record owners of the Condominium in the manner set forth in Section 2924b of the California Civil Code. After the expiration of thirty (30) days following the recording of a Notice, the lien may be foreclosed as provided in Section 1367 of the Civil Code of the State of California.

6.8.2 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 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 delinquent assessment and 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.

6.8.3 Satisfaction of Lien: All amounts paid by an Owner toward a delinquent assessment shall be credited first to reduce the principal amount of the debt. 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.

6.8.4 Lien Eliminated By Foreclosure: If the Association has recorded a Notice of Delinquent Assessment and the lien is eliminated as a result of a foreclosure of a Mortgage or a transfer pursuant to the remedies provided in the Mortgage, the new Owner of the Condominium shall pay to the Association a pro rata share of the Regular Assessment for each month remaining in the Association's fiscal year after the date of the foreclosure or transfer pursuant to the remedies provided in the Mortgage.

6.8.5 Waiver of Homestead Protections: Each Owner, does hereby waive, to the extent permitted by law, the protections of any declared homestead or homestead exemption or redemption laws under the laws of California as applied to any action to enforce or collect assessments levied by the Association.

6.9 SUBORDINATION OF LIEN: Notwithstanding any provision to the contrary, the liens for assessments created pursuant to 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 Section, 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.

ARTICLE VII
MEMBERSHIP IN AND DUTIES OF THE ASSOCIATION

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

7.2 MEMBERSHIP: Each Owner (including Declarant for so long as Declarant is an Owner), by virtue of being an Owner, shall be a Member of the Association. No other person shall be accepted as a Member.

7.2.1 Appurtenant to Ownership: 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.

7.2.2 Annexation: Upon the commencement of Regular Assessments in a subsequent Phase, the Owners of the Condominiums described in the Declaration of Annexation for that Phase shall become Members.

7.3 VOTING: Any action required by law or by the Project Documents to be approved by the Owners, the Members or each class of Members shall be approved, if at all, in accordance with the procedures set forth in the Bylaws.

7.4 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 Owners or their Invitees. After adoption, a copy of the Rules shall be furnished to each Owner. Owners shall be responsible for distributing the Rules to their tenants.

7.5 TRANSFERS OF COMMON AREA: Subject to any applicable provision in the Bylaws, the Board shall have the power and right in the name of the Association and all of the Owners as their attorneys-in-fact to grant, convey, dedicate, mortgage or otherwise transfer to any Owner or other person or entity, fee title, easements, exclusive use easements, security rights or other rights or licenses in, on, over or under the Common Area that, in the sole discretion of the Board, are in the best interests of the Association and its Members.

7.6 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.

7.6.1 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 (except earthquake insurance) shall be written with a company legally qualified to do business in the State of California and (i) holding a "B" or better general policyholder's rating and a "6" or better financial performance index 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 this Section, the named insured shall be the Association or its authorized representative, as a trustee for the Owners. However, all policies shall be for the benefit of Owners and their Mortgagees, as their interests may appear. All liability policies shall name the City and City's city council members, officers, agents and employees as additional insureds. All property damage coverage shall name the City as a loss payee.

(c) Certificate of Insurance: If reasonably available, provision shall be made for the issuance of a certificate of insurance to each Owner and that Owner's 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 thirty (30) days' prior written notice to the Association, to each First Mortgagee listed as a scheduled holder and to the Ground Lessor during the term of the Ground Lease;

(iv) An agreed amount endorsement, if the policy contains a coinsurance clause;

(v) A guaranteed replacement cost or replacement cost endorsement; and

(vi) 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 insureds.

(h) 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.

7.6.2 Types of Coverage: Unless the Association determines otherwise pursuant to Section 7.6, the Board shall obtain at least the following insurance policies in the amounts specified:

(a) Property Insurance: A Special Form or "All-Risk" policy of 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 the 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 cost endorsement shall be part of the policy.

(b) Liability Insurance: A combined single limit policy of liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) 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 Owners against any liability to the public or to any Owner 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. As long as the Ground Lease is in effect, the Association shall deliver a certificate evidencing the continuation of its liability coverage and the naming of the City as a named insured as required by Section 7.6.1(b) at least ten (10) days prior to the expiration of the current policy.

(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 Owners, 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: Errors and omissions insurance covering individual liability of Directors and officers for their negligent acts or omissions while acting in their capacities as Directors and officers in an amount equal to at least the minimum amount specified in Section 1365.7(a)(4) of the California Civil Code.

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

(g) Additional Insurance by Owner: The insurance policies carried by the Association are not intended to cover any Improvement or any personal property situated within an individual Unit. Therefore, each Owner is responsible for determining and obtaining the type and amount of insurance needed to insure all Improvements (which existed at the time of purchase of the Unit and which are subsequently added) and personal property located within the Owner's Unit. If a policy carried by the Association offers coverage for a claim made by an Owner as a result of damage to any Improvement or personal property within a Unit, the Owner shall be responsible for paying any deductible, if the Owner wishes to adjust the claim under the Association's policy. No Owner shall be entitled 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.

7.6.3 Annual Review: The Board shall review the adequacy of all insurance, including the amount of liability

coverage and the amount of property damage coverage, 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 the amounts and types of coverage and protection that are customarily carried by prudent owners of similar property in the area in which the Project is situated.

7.6.4 Annual Notice to Members: The Association shall provide a summary of the Association's property damage, general liability, earthquake and flood insurance policies as required by Section 1365 of the California Civil Code.

ARTICLE VIII
DEVELOPMENT RIGHTS

8.1 LIMITATIONS OF RESTRICTIONS: Declarant is undertaking the work of developing Condominiums and other Improvements within the Project. The completion of the development and the marketing, sale, lease, rental and/or other disposition of the Condominiums is essential to the establishment and welfare of the Subject Property and the Additional Property as a residential community. In order that the work may be completed and the Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Article.

8.2 RIGHTS OF ACCESS AND COMPLETION OF CONSTRUCTION: Until three (3) years after all of the Additional Property has been annexed to the Project, Declarant, its contractors and subcontractors shall have the right to: (i) obtain reasonable access over and across the Common Area of the Project and/or do within any Unit owned or controlled by it whatever is reasonably necessary or advisable in connection with the completion of the Project; and (ii) erect, construct and maintain on the Common Area of the Project and/or within any Unit owned or controlled by it such structures as may be reasonably necessary for the conduct of its business to complete the work, establish the Project as a residential community and dispose of the Project in parcels by sale, lease, rental or otherwise. Each Owner acknowledges that: (a) the construction of the Project may occur over an extended period of time; (b) the Owner's quiet use and enjoyment of the Owner's Condominium may be disturbed as a result of the noise, dust, vibrations and other nuisances associated with construction activities; and (c) the nuisances will continue until the completion of the construction of the entire Project.

8.3 SIZE AND APPEARANCE OF PROJECT: Declarant shall not be prevented from increasing or decreasing the number of Condominiums that may be annexed to the Project or from changing the exterior appearance of Common Area structures, the landscaping or any other matter directly or indirectly connected with the Project in any manner deemed desirable by Declarant, if Declarant obtains all governmental consents required by law.

8.4 MARKETING RIGHTS: Declarant shall have the right to: (i) maintain model homes, signs, banners, flags, inflatable balloons, blimps, sales offices, leasing offices, rental offices, storage areas, parking lots, and related facilities in any Units owned or controlled by Declarant or Common Area within the Project as are necessary or reasonable, in the opinion of Declarant, for the sale, lease, rental or other disposition of the Condominiums; (ii) make reasonable use of the Common Area and facilities for the sale, lease, rental or other disposition of Condominiums; (iii) use Units owned or controlled by Declarant in accordance with any promotional programs established from time to time by Declarant;

and (iv) conduct its business of disposing of Condominiums by sale, lease, rental or otherwise; provided, however, Declarant shall pay the Association reasonable rent for the use of any Common Area facilities, if Declarant's use of those Common Area facilities materially interferes with the full use and enjoyment of the Common Area facilities by Owners.

8.5 TITLE RIGHTS: This Declaration shall not be construed to constitute a limitation on Declarant's title rights to the Additional Property prior to its annexation, nor shall it impose any obligation on Declarant or any other person or entity to improve, develop or annex any portion of the Additional Property. This Declaration shall not be construed to limit the right of Declarant at any time prior to such an annexation to establish additional licenses, easements, reservations, restrictions and rights-of-way for itself, utility companies or others as reasonably necessary for the proper development and disposition of property owned by Declarant.

8.6 AMENDMENT: The provisions of this Article may not be amended without the written consent of Declarant until three (3) years after all of the Additional Property has been annexed to the Project.

ARTICLE IX
RIGHTS OF MORTGAGEES

9.1 CONFLICT: Notwithstanding any contrary provision contained elsewhere in the Project Documents, the provisions of this Article shall control with respect to the rights and obligations of Institutional Mortgagees specified herein.

9.2 RESERVE FUND: The Association shall maintain as reserve funds the Reserve Account which shall be sufficient to pay for maintenance, repair and periodic replacement of Common Area Improvements which the Association is obligated to maintain. This reserve fund shall be funded by Regular Assessments which are payable in installments, as specified in Section 6.2 hereof, rather than by Special Assessments; provided, however, that this provision shall not be deemed to limit the power of the Association to levy any other type of assessment or charge authorized by this Declaration.

9.3 CONTRACTS AND AGREEMENTS: Any agreement for professional management of the Project or any agreement providing for services of Declarant shall be for a term not to exceed one (1) year without the approval of fifty-one percent (51%) of each class of Members; provided, however, that in no event shall such an agreement exceed a term of three (3) years. Any such agreement shall provide that the agreement may be terminated by either party without cause and without payment of a termination fee upon not more than ninety (90) days written notice.

9.4 NOTICES TO ELIGIBLE HOLDERS: The Association shall give timely written notice of each of the following events to each Eligible Holder:

9.4.1 Loss: Any condemnation loss or casualty loss which affects either a material portion of the Project or the Condominium on which the Eligible Holder holds a First Mortgage;

9.4.2 Delinquency: Any delinquency in the payment of assessments or charges owed by the Owner of a Condominium which is subject to a First Mortgage held by the Eligible Holder if the delinquency is not cured within sixty (60) days after its due date;

9.4.3 Insurance: Any lapse, cancellation or material modification of any insurance policy maintained by the Association;

9.4.4 Material Changes: Any proposal to take any action specified in this Article or in Section 10.1.2; or

9.4.5 Default: Any default by an Owner in the performance of obligations under this Declaration or the Bylaws which is not cured within sixty (60) days.

or to the Demised Premises or to the improvements thereon by reason of its use or occupancy thereof or otherwise, as well as all taxes, assessments, fees, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by it in, on, or about the Demised Premises. Landlord agrees to cause the tax assessor of Solano County to make such changes to the County's tax rolls as may be necessary to conform such records to the terms of this Lease and the Other Master Leases.

18. Accounting and Records. In order to determine the amount of and provide for the payment of the rental due hereunder, Tenant shall at all times during the term of this Lease, and for twelve (12) months thereafter, keep, or cause to be kept to the satisfaction of Landlord, true, accurate, and complete records and double-entry books of account, such records to show all transactions relative to the conduct of operations, and to be supported by documents of original entry where available or kept in the ordinary course of Tenant's business, but Tenant shall be obligated to keep books, records and other materials described above pertaining to any Lease Year only for a period of five (5) years following the end of such Lease Year.

No later than the 60th day following the end of each Lease Year, Tenant shall render to Landlord a detailed statement showing Gross Receipts for such Lease Year, together with the amount payable to Landlord under Section 9 hereof, if any, and shall accompany same with remittance of amounts so shown to be due.

Books of account and records hereinabove required shall be kept or made available at Tenant's principal place of business, and Landlord shall have the right at any and all reasonable times to examine and audit said books and records without restriction for the purpose of determining the accuracy thereof and of the monthly statements of gross receipts derived from occupancy of the Demised Premises. Landlord shall pay all costs of such audits, provided that if Landlord's audit shows a variance in Landlord's favor between amounts payable under the Lease for the period audited and amounts actually paid by Tenant during such period in amounts equal to five percent (5%) or greater of the amounts determined by the audit to be payable, Tenant shall pay the costs of such audit, plus the amount of any variance. If Tenant disputes the methodology or conclusion of Landlord's audit, such dispute shall be settled by arbitration in accordance with the requirements of this Lease.

19. Entry by Landlord. Lender and its duly authorized representatives or agents may enter upon the Demised Premises at any and all reasonable times during the term of

9.8.2 Condominium Partition: Partition or subdivide any Condominium;

9.8.3 Actions Affecting Common Area: By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for the other public purposes consistent with the intended use of the Common Area by the Project shall not be deemed a transfer within the meaning of this clause);

9.8.4 Change In Assessments Or Distributions: Change the pro rata interests or obligations of any individual Condominium for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards.

9.9 SELF-MANAGEMENT: The approval of sixty-seven percent (67%) of the total voting power of the Association and fifty-one percent (51%) of the Eligible Holders, based on one (1) vote for each Condominium encumbered by a First Mortgage owned by the Eligible Holder, shall be required to assume self-management of the Project, if professional management of the Project has been previously required by the Project Documents or by an Eligible Holder.

9.10 MORTGAGE PROTECTION: A breach of any of the conditions or the enforcement of any lien provisions contained in this Declaration shall not defeat or render invalid the lien of any First Mortgage made in good faith and for value as to any Condominium in the Project; but all of the covenants, conditions and restrictions contained in this Declaration shall be binding upon and effective against any Owner of a Condominium if the Condominium is acquired by foreclosure, trustee's sale or otherwise.

ARTICLE X
AMENDMENT AND ENFORCEMENT

10.1 AMENDMENTS: Prior to the conveyance of the first Condominium to an Owner other than a Declarant, any Project Document may be amended by Declarant alone. After the conveyance of the first Condominium, the Project Documents may be amended in accordance with the following provisions:

10.1.1 Mortgagee Requirements: With respect to any action to be taken under this Section 10.1 which is also governed by provisions of Article IX that expressly require the approval of the Members and/or Mortgagees, the requirements of Article IX must be satisfied in addition to the requirement of this Section 10.1.

10.1.2 Specific Subjects: The approval of sixty-seven percent (67%) of each class of Members and fifty-one percent (51%) of the Eligible Holders, based on one (1) vote for each Condominium encumbered by a First Mortgage owned by the Eligible Holder, shall be required to amend any provision of this Declaration or the Bylaws which establishes, provides for, governs or regulates any of the following subjects:

- (a) Voting rights;
- (b) Assessments, assessment liens or priority of assessment liens;
- (c) Reserves for maintenance, repair and replacement of Common Area;
- (d) Insurance policies or fidelity bonds;
- (e) Rights to use the Common Area;
- (f) Responsibilities for maintenance and repair of any portion of the Project;
- (g) The boundaries of a Unit;
- (h) The interest of an Owner in Common Area or Exclusive Use Common Area;
- (i) Convertibility of Units into Common Area or of Common Area into Units;
- (j) Leasing of Condominiums;
- (k) Imposition of any restriction on the right of an Owner to sell, transfer or otherwise convey a Condominium;

(l) Any change in the primary purposes to which any Unit or the Common Area is restricted;

(m) Restoration or repair of the Project (after hazard damage or partial condemnation) in a manner other than that specified in the Project Documents; or

(n) The provisions of Section 6.9, Article IX and this Section 10.1.2.

Any amendment or addition to the Declaration or Bylaws regarding any of the foregoing subjects shall not be considered material and need not be approved by Eligible Holders if the amendment or addition is solely for the purposes of correcting technical errors or for clarification. Any Eligible Holder who receives a written request to approve an addition or amendment and who does not deliver or have its response postmarked within thirty (30) days of the date contained within the written request shall be deemed to approve the addition or amendment. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served when (i) personally delivered against receipted copy; or (ii) mailed by certified or registered mail, postage prepaid, return receipt requested, in either case (i) or (ii) to the parties at their last known address.

10.1.3 Other Provisions of Declaration: Any other provision of this Declaration may be amended by the approval of each class of Members; provided however, that no provision of this Declaration which provides for a vote of more than fifty-one percent (51%) may be amended by a vote less than the percentage specified in the Section to be amended.

10.1.4 Recordation of Amendment: Any amendment to this 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 Members have approved the amendment.

10.2 ENFORCEMENT:

10.2.1 Rights to Enforce: The Association, the City, Declarant and/or each 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 Hearing 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 the Owner's Condominium, 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, Declarant, 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.

10.2.2 Attorney's Fees: If a dispute arises between the City and the Association over any provision of this Declaration and the dispute results in litigation or arbitration, the prevailing party in the action shall be awarded reasonable attorney's fees and costs.

10.2.3 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.

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

10.2.5 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.

10.3 NOTICES TO MEMBERS OF LEGAL PROCEEDINGS: Prior to filing any civil action against Declarant or other developer of the Project for alleged damage to (i) the Common Area, (ii) all or portions of the Units which the Association is required to maintain, or (iii) the Units or Condominiums which arises from or is integrally related to alleged damage to the Common Area or all or portions of the Units or Condominiums which the Association is required to maintain, the Board shall provide written notice to each Member specifying each of the following:

(a) That a meeting will take place to discuss problems that may lead to the filing of a civil action;

(b) The options, including civil actions, that are available to address the problems; and

(c) The time and place of the meeting.

If the Association has reason to believe that the applicable statute of limitations will expire before the Association is able to give notice, hold the meeting and file the civil action, the Association may file the civil action first and then give the notice within thirty (30) days after filing of the action.

10.4 CONDITIONS TO CERTAIN LEGAL PROCEEDINGS: Before the Association commences an action for damages against Declarant based upon a claim for defects in the design or construction of the Project, all of the following requirements shall be met, except as otherwise provided in this Section:

10.4.1 Association's Notice: The Association shall give written notice to Declarant (Association's Notice) which shall include all of the following:

(a) A preliminary list of defects;

(b) A summary of the results of any survey or questionnaire distributed to Owners to determine the nature and extent of defects; and

(c) A summary of the results of any testing conducted to determine the nature and extent of defects or the actual test results.

10.4.2 Notice Tolls Limitations on Actions: Upon delivery of the Association's Notice to Declarant, a period of time, not to exceed ninety (90) days unless the Association and Declarant agree to a longer period of time, shall commence during which the Association and Declarant shall attempt to settle the dispute or attempt to agree to submit it to alternative dispute resolution. Except as provided in this Section, and notwithstanding any other provision of law, the mailing of the Association's Notice shall toll all statutory and contractual limitations on actions against all parties who may be responsible for the damages claimed, whether named in the notice or not, including claims for indemnity applicable to the claim, for a period of one hundred fifty (150) days or a longer period agreed to in writing by the Association and Declarant. At any time, Declarant may give written notice to cancel the tolling of the statute of limitations provided in this Section. Upon delivery of this written cancellation notice, the Association shall be relieved of any further obligations to satisfy the requirements of this Section 10.4. The tolling of all applicable statutes of limitations shall cease sixty (60) days after the written notice of cancellation by Declarant is delivered to the Association.

10.4.3 Meetings: Within twenty-five (25) days after the delivery date of the Association's Notice, Declarant may request in writing to meet and confer with the Board and to inspect the Project and conduct testing, including testing that may cause physical damage to any property in the Project in order to evaluate the claim. If Declarant does not make a timely request to meet and confer with the Board or to conduct inspection and testing, the Association shall be relieved of any further obligations to satisfy the requirements of this Section 10.4. Unless Declarant and the Association agree otherwise, the meeting shall take place not later than ten (10) days from the date of Declarant's written request at a mutually agreeable time and place. The meeting shall be subject to the provisions of Civil Code Section 1363.05(b). The discussions at the meeting are privileged communications and are not admissible in evidence in any civil action, unless the Association and Declarant consent to their admission. The meeting shall be for the purpose of discussing all of the following:

- (a) The nature and extent of the claimed defects;
- (b) Proposed methods of repair to the extent there is sufficient information;
- (c) Proposals for submitting the dispute to alternative dispute resolution; and
- (d) Requests from Declarant to inspect the Project and conduct testing.

If Declarant makes a request in writing to meet and confer with the Board pursuant to this Section, Declarant shall deliver the Association's Notice to any insurer that has issued a policy to Declarant which imposes upon the insurer a duty to defend or indemnify Declarant for losses resulting from the defects identified in the Association's Notice. Upon receipt, the notice by Declarant shall impose upon the insurer any obligation which would be imposed under the terms of the policy if the insured had been served with a summons and complaint for damages. Declarant shall inform the Association when Declarant delivers the notice to each insurer pursuant to this subsection.

10.4.4 Inspections and Testing: If the Association conducted inspection and testing prior to the date it sent the Association's Notice, the Association shall make available for inspection and testing at least those areas inspected or tested by the Association at the earliest practicable date. The inspection and testing shall be completed within fifteen (15) days from the date the Association makes these areas available for inspection and testing, unless the Association and Declarant agree to a longer period. If Declarant does not timely complete the inspection and testing, the Association shall be relieved of any further obligation to satisfy the requirements of this Section 10.4. The manner in which the inspection and testing shall be conducted, and

the extent of any inspection and testing to be conducted beyond that which was conducted by the Association prior to sending the Association's Notice, shall be determined by agreement of the Association and Declarant. Declarant shall pay all costs of inspection and testing that are requested by Declarant, restore the property to the condition which existed immediately prior to the testing and indemnify the Association and Owners for any damage resulting from the testing. Interior inspections of Units shall be conducted in accordance with the Project Documents, unless otherwise agreed to by the affected Owner. The results of the inspection and testing shall not be inadmissible in evidence in any civil action solely because the inspection and testing was conducted pursuant to this subsection.

10.4.5 Settlement Offer: Within thirty (30) days of the completion of inspection and testing pursuant to Section 10.4.4 or, if no inspection and testing is conducted, within thirty (30) days of the meeting held pursuant to Section 10.4.3, Declarant shall submit all of the following to the Association:

(a) A request to meet with the Board to discuss a written settlement offer;

(b) A written settlement offer, which may include an offer to submit the dispute to alternative dispute resolution, and a concise explanation of the specific reasons for the terms of the offer;

(c) A statement that Declarant has access to sufficient funds to satisfy the conditions of the settlement offer; and

(d) A summary of the results of testing conducted for the purpose of determining the nature and extent of defects, if testing has been conducted; provided however, if the Association provided Declarant with actual test results in the Association's Notice, Declarant shall provide the Association with actual test results.

If Declarant does not timely submit the items required by this subsection, the Association shall be relieved of any further obligations to satisfy the requirements of this Section 10.4. No less than ten (10) days after Declarant submits the items required by this subsection, Declarant and the Board shall meet and confer about the settlement offer, including any offer to submit the dispute to alternative dispute resolution.

10.4.6 Time Periods and Notices: At any time after delivery of the Association's Notice, the Association and Declarant may agree in writing to modify or excuse any of the time periods or other obligations imposed by this Section 10.4. Except for the notice required pursuant to Section 10.4.7, all notices, requests,

statements or other communication required pursuant to this Section 10.4 shall be delivered by one of the following:

(a) By first-class registered or certified mail, return receipt requested; or

(b) In any manner in which it is permissible to serve a summons pursuant to Section 415.10 or 415.20 of the Code of Civil Procedure.

10.4.7 Rejection of Settlement Offer: If the Board rejects a settlement offer presented pursuant to Section 10.4.5, the Board shall hold a meeting open to each Member. The meeting shall be held no less than fifteen (15) days before the Association commences an action for damages against Declarant. No less than fifteen (15) days before the date of the meeting, a written notice shall be sent to each Member specifying all of the following:

(a) That a meeting will take place to discuss problems that may lead to the filing of a civil action;

(b) The time and place of the meeting;

(c) The options, including the filing of a civil action, that are available to address the problems;

(d) The complete text of any written settlement offer and a concise explanation of the specific reasons for the terms of the offer submitted to the Board by Declarant and of any offer by Declarant to submit the dispute to alternative dispute resolution; and

(e) The preliminary list of defects contained in the Association's Notice and a list of any other documents with the Association's Notice with information as to where and when Members may inspect those documents.

Declarant shall pay all expenses attributable to sending the settlement offer and any offer for alternative dispute resolution to all Members and an amount not to exceed three dollars (\$3.00) per Member to defray the expenses of holding the meeting. The discussions at the meeting, the contents of the notice and the items required to be specified in the notice are privileged communications and are not admissible in evidence in any civil action, unless the Association consents to their admission.

10.4.8 Association Relieved of Obligations: If the Association is relieved of its obligations to satisfy the requirements of this Section 10.4 before all requirements have been satisfied, the Association may commence an action for damages against Declarant thirty (30) days after sending a written notice to each Member specifying all of the following:

(a) The preliminary list of defects contained in the Association's Notice and a list of any other documents with the Association's Notice with information as to where and when Members may inspect those documents;

(b) The options, including the filing of a civil action, that are available to address the problems; and

(c) A statement that if five percent (5%) of the Members request a special meeting of Members to discuss the matter within fifteen (15) days of the date the notice is mailed or delivered to the Members, a meeting of the Members shall be held.

10.4.9 Failure to Comply: The only method of seeking judicial relief for the failure of the Association to comply with this Section 10.4 shall be the assertion, as provided for in this subsection, of a procedural deficiency to an action for damages by the Association against Declarant after such an action has been filed. A verified application asserting such a procedural deficiency shall be filed with the court no later than ninety (90) days after the answer to the plaintiff's complaint has been served, unless the court finds that extraordinary conditions exist. Upon the verified application of the Association or Declarant alleging substantial noncompliance with this Section 10.4, the court shall schedule a hearing within twenty-one (21) days of the application to determine whether the Association or Declarant has substantially complied with this Section. The issue may be determined upon affidavits or upon oral testimony, in the discretion of the court.

(a) If the court finds that the Association did not substantially comply with this Section, the court shall stay the action for up to ninety (90) days to allow the Association to establish substantial compliance. The court shall set a hearing within ninety (90) days to determine substantial compliance by the Association. At any time, the court may extend the period of the stay upon application of the Association if good cause is shown. If, within the time set by the court pursuant to this Section, the Association has not established that it has substantially complied with this Section, the court shall determine if, in the interest of justice, the action should be dismissed without prejudice or if another remedy should be fashioned. Under no circumstances shall the court dismiss the action with prejudice as a result of the Association's failure to substantially comply with this Section. In determining the appropriate remedy, the court shall consider the extent to which Declarant has complied with this Section. If the alleged noncompliance of either Declarant or the Association resulted from the unreasonable withholding of consent for inspection or testing by an Owner, it shall not be considered substantial noncompliance provided that the party alleged to be out of compliance did not encourage the withholding of consent.

If the Court finds that Declarant did not pay
(i) all of the costs of inspection and testing or (ii) its required

share of the costs of holding the meeting and of all expenses attributable to sending the settlement offer, all as required above, the court shall order Declarant to pay any deficiencies within thirty (30) days, with interest, and any additional remedy which the court determines, in the interest of justice, should be fashioned.

10.5 OPTIONAL LEGAL PROCEEDINGS: The Association is authorized to perform any act reasonably necessary to resolve any civil claim or action through alternative dispute resolution proceedings such as mediation or arbitration proceedings. The Board is also authorized to do all of the following:

Provide, or in good faith attempt to provide, one hundred (120) days advance notice of (a) the Board's intent to initiate the prosecution of any civil action and (b) the nature and basis of the claim. If notice is given, it shall be given to every Member and every entity or person who is a prospective party to the action. Notice can be given more than one hundred twenty (120) days prior to the expiration of any pertinent statute of limitations and without prejudice to the Association's right to enforce the Project Documents. Notice need not be given prior to the filing of an action in small claims court or an action solely to enforce assessment obligations;

Endeavor to submit the matter to alternative dispute resolution in compliance with the provisions of Section 1354(b) of the Civil Code prior to initiating the prosecution of a civil action solely for declaratory relief or injunctive relief (a) to enforce the Project Documents or (b) in connection with a claim for monetary damages of five thousand dollars (\$5,000.00) or less;

Make a reasonable effort, in good faith, to meet and confer with every person who is a party about (a) appropriate processes for resolving the civil action, including available alternative dispute resolution proceedings; (b) appropriate processes for avoiding or reducing costs or losses by the parties associated with the action; (c) providing an opportunity to cure any alleged defect in Common Area which is the basis for the action; and (d) providing for the scope of discovery, if any, to be conducted prior to the inception of any alternative dispute resolution procedure;

Consider diverting the prosecution or defense of any civil action to alternative dispute resolution proceedings such as mediation or arbitration; and

Agree to participate, and participate fully and in good faith, in the resolution of any civil action through any alternative dispute resolution proceedings, including but not limited to mediation or arbitration and pay costs reasonably incurred by the Association on account of those alternative dispute resolution proceedings.

ARTICLE XI
ARCHITECTURAL CONTROL

11.1 APPLICABILITY: Except as otherwise provided in this Declaration, proposals for Alterations 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 provisions of this Declaration requiring architectural approvals shall not apply to the original construction of any Condominium by Declarant, its agents, contractors or employees. The preceding sentence may not be amended without the consent of Declarant until all of the Condominiums in the Project owned by Declarant have been conveyed.

11.2 RESERVATION TO DECLARANT: Notwithstanding the power of the Board to appoint committees, Declarant hereby reserves to itself the right to appoint an Architectural Committee in accordance with the provisions of this Article. When there is no longer any Member appointed by Declarant on the Committee, the Board may decide to dissolve the Committee and undertake the Committee's responsibilities.

11.3 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. Persons appointed to the Committee by the Declarant need not 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. Declarant may appoint all of the original members of the Committee and all replacements until the first anniversary of the issuance of the Public Report for the first Phase of the Project. After the date which is one (1) year from the date of issuance of the Public Report for the first Phase of the Project and until the conveyance of ninety percent (90%) of the total of all Condominiums in the Project and all Condominiums proposed for the Additional Property or the fifth (5th) anniversary of the issuance of the Public Report for the first Phase of the Project, whichever first occurs, the Board shall have the power to appoint one member of the Committee and Declarant may appoint the remaining members of the Committee. Thereafter, the Board shall appoint all of the members of the Committee or dissolve the Committee as provided in Section 11.2, above. Upon the conveyance of one hundred percent (100%) of all Condominiums, the term of any remaining members appointed by Declarant shall terminate and replacement members shall be appointed by the Board. The Board may appoint a replacement for any member of the Committee originally appointed by the Board who resigns or otherwise fails to act. Declarant may appoint a replacement for any member of the Committee originally appointed by Declarant who resigns or otherwise fails to act, unless such member resigns in order to enable the Board to appoint a member as required by this Section. If Declarant fails to appoint a replacement it is authorized to appoint within fifteen

(15) days after receiving notice of the vacancy, the Board shall appoint the replacement.

11.4 SUBMISSIONS: The Committee may adopt Rules regarding the application and architectural review process.

11.5 BASIS FOR APPROVAL OF IMPROVEMENTS: The Committee may approve a proposal only if the Committee finds that (i) the plans and specifications conform to this Declaration and to any architectural guidelines which were part of the Rules in effect at the time the proposal was submitted, (ii) the proposed Alteration will be consistent with the standards of the Project and the provisions of this Declaration as to harmony of exterior design, visibility with respect to existing structures and environment, and location with respect to topography and finished grade elevation, and (iii) approval of the Ground Lessor is not required under Section 10.e. of the Ground Lease.

If the Committee determines that (i) and (ii) are satisfied, but approval of the Ground Lessor is required, the Committee shall conditionally approve the proposal and shall submit the proposal to the Ground Lessor for approval on behalf of the Owner. Thereafter, the Committee shall cooperate with the Owner in obtaining the approval of the Ground Lessor.

The Owner who has submitted the proposal is responsible for seeking and obtaining all necessary approvals and permits other than that of Ground Lessor.

11.6 FORM OF APPROVALS AND DENIALS: All approvals and denials shall be in writing. Any conditional approval shall state the date the proposal was submitted to the Ground Lessor. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing within sixty (60) days from the date of submission shall be deemed approved.

11.7 APPEAL OF DECISION OF COMMITTEE: This Section does not apply if the Board has dissolved the Committee or during the period of time that a majority of the Members of the Architectural Committee have been appointed by Declarant. If the Owner who applied or who the Committee determined should have applied for approval of an Alteration on a Condominium disputes the jurisdiction or powers of the Committee or any requirement, rule, regulation or decision of the Committee applicable to the denial or conditional approval of the Owner's application (collectively referred to as "decision"), that Owner may appeal such decision to the Board. The Board shall notify the 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 Owner at the address given by the Owner to the Board for the purpose of service of notices or to the address of the Owner'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.

11.8 LIABILITY: If members of the Architectural Committee have acted in good faith, 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.

11.9 EVIDENCE OF APPROVAL OR DISAPPROVAL: The Board may issue a written Notice of Architectural Determination. The Notice of Architectural Determination shall be executed by any two (2) Directors and shall certify that as of the date of the Notice either (i) the work completed complies with the provisions of this Declaration and the approval(s) issued by the Architectural Committee ("Notice of Approval") or (ii) the work completed does not comply with the provisions of this Declaration or the approval(s) issued by the Architectural Committee ("Notice of Disapproval"). A Notice of Disapproval shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on a Notice of Architectural Determination with respect to the matters set forth. Each Owner shall disclose to the Owner's subsequent purchaser any Notice of Disapproval unless the Owner has a subsequently issued Notice of Approval which covers the same Alteration. The Notice of Architectural Determination shall be conclusive as between the Association, the Architectural Committee, Declarant and all Owners and such persons deriving any interest through any of them. Any Owner may make a written request that the Board prepare and execute a Notice of Architectural Determination, and the Board shall do so within sixty (60) days of its receipt of the request.

ARTICLE XII
ANNEXATION

12.1 PROPERTY WHICH MAY BE ANNEXED: Property may be added to the Project by annexation only in accordance with the provisions of this Article.

12.1.1 Additional Property: All or any portion of the Additional Property may be added to the Project as one or more subsequent Phases without the approval of the Association, Ground Lessor or any Owner.

12.1.2 Other Property: Property other than the Additional Property may be annexed to the Project only with the approval of two-thirds (2/3) of each class of Members.

12.2 PROCEDURE FOR ANNEXATION: In addition to any required approval by Members, a final subdivision map(s) or final parcel map(s), a condominium plan and a Declaration of Annexation for the property to be annexed must be recorded. The Declaration of Annexation shall: (i) describe the portion of the Additional Property to be annexed; (ii) describe the Building Common Area and, if applicable, the Project Common Area to be annexed; (iii) set forth the ownership of the Common Area; and (iv) specify that all of the covenants, conditions and restrictions of this Declaration shall apply to the annexed Additional Property in the same manner as if it were originally covered by this Declaration. The Declaration of Annexation shall also provide that if and only if at the time of the first conveyance of a Condominium in a Phase Declarant has rented or leased Condominiums in that Phase for a period of at least one (1) year after the most recent review of a budget for that Phase by the Department of Real Estate, Declarant shall pay to the Association the following amount: an amount equal to that portion of the Regular Assessment which would have been attributable to each Condominium in that Phase and which would have been allocable to reserves for replacement and deferred maintenance of Common Area Improvements had Regular Assessments in that Phase commenced at the time of the most recent review of a budget for that Phase. Such amount, if any, shall be paid to the Association prior to or concurrently with the first conveyance of a Condominium in that Phase. The Declaration of Annexation may also (i) impose any additional covenants, conditions and restrictions on the Additional Property that are necessary to include the property in the Project and to reflect differences in nature, if any, of the Improvements to be constructed on the Additional Property and (ii) provide for a specified date on which assessments shall commence for Condominiums in that Phase, provided that the date specified may not be later than the first day of the first month following the month in which the first Condominium in that Phase is conveyed to an Owner. No Declaration of Annexation shall diminish the covenants, conditions or restrictions established by this Declaration nor shall it discriminate between the Owners in the Project. No Declaration of Annexation shall alter or change the

general common plan or scheme created by this Declaration nor shall it affect the provisions hereof as covenants running with the land or as equitable servitudes.

12.3 EFFECT OF ANNEXATION: After complying with the procedures for annexation and upon the commencement of assessments for Condominiums in the annexed Phase, Owners of Condominiums in the annexed Phase shall be Members, shall be subject to this Declaration and shall be entitled to use all Common Area in the Project, and the annexed Phase shall constitute a part of the Project to the same extent as though it were initially included in the Subject Property. The Association shall reallocate the Regular Assessments so as to assess each Owner of a Condominium in the Project for a proportionate share of the total expenses of the Project.

12.4 DEANNEXATION AND AMENDMENT: Declarant has the right, at its sole option, to (i) amend a Declaration of Annexation by executing and recording an amendment of the Declaration of Annexation provided that the amendment is consistent with this Article, or (ii) remove from the Project any property described in a recorded Declaration of Annexation for a Phase by executing and recording a rescission of the Declaration of Annexation, as long as all of the following conditions are satisfied at the time of the execution and recordation of the amendment or rescission: (a) no Condominium in that Phase has been conveyed to an Owner; (b) no Project Common Area in that Phase has been conveyed to the Association; and (c) assessments have not commenced for any Condominium in the annexed property.

12.5 AMENDMENT: This Article may not be amended without the written consent of Declarant unless all of the Additional Property has been annexed to the Project.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13.1 TERM OF DECLARATION: This Declaration shall continue for a term of fifty (50) years from its date of recordation unless the Ground Lease terminates and the Association does not own fee title to the Project Common Area. Unless terminated pursuant to the preceding sentence, this Declaration shall be automatically extended for successive periods of ten (10) years until two-thirds (2/3) of the Owners approve a termination of this Declaration.

13.2 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 the Davis-Stirling Common Interest Development Act, Section 1350 et seq. of the California Civil Code.

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

13.4 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.

13.5 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.

13.6 REDISTRIBUTION OF PROJECT 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.

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

13.8 BONDED OBLIGATIONS: When Common Area Improvements have not been completed prior to the issuance of the original Public Report to which the Common Area is subject and the Association is the obligee under a bond or other arrangement ("Bond") to secure performance of the commitment of Declarant to complete the Improvements, the following provisions shall apply.

13.8.1 Improvements Complete: If all Improvements in the planned construction statement appended to the Bond are covered by one or more recorded notices of completion, the Board shall

execute whatever documents are required by the surety to release the Bond.

13.8.2 Improvements Not Complete: If a notice of completion has not been filed within sixty (60) days after the completion date specified for that Improvement in the planned construction statement appended to the Bond, the Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond. If the Association has given a written extension for the completion of any Common Area Improvements, the Board shall consider and vote whether to take action if a notice of completion has not been filed within thirty (30) days after the expiration of the most recent extension.

13.8.3 Action by Members: If the Board decides not to act or fails to initiate action to enforce bonded obligations, then upon receipt by the Board of a petition for a special meeting signed by Members entitled to cast five percent (5%) or more of the total number of votes which may be cast by the Members, the Board shall call a special meeting of the Members. If the Board has failed to initiate action, the Members shall determine whether they wish to initiate action. If the Board has decided not to initiate action, the Members shall determine whether to override the Board's decision. The meeting shall be held not less than thirty-five (35) nor more than forty-five (45) days after receipt of the petition by the Board. At the meeting, the approval of the Members, excluding the vote of Declarant, to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association. The Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Association.

13.8.4 Release of Bond: On satisfaction of the Declarant's obligation to complete the Common Area Improvements, the Association shall acknowledge in writing that it approves the release of the Bond and shall execute any other documents as may be reasonably necessary to effect the release of the Bond. The Association shall not condition its approval on the satisfaction of any condition other than completion of the Common Area Improvements. If the Association breaches any of the foregoing obligations, it shall be liable to the Declarant for any damages incurred thereby, including reasonable attorney's fees. Any dispute between the Declarant and the Association regarding the completion of Common Area Improvements shall be submitted to binding arbitration under the commercial rules of the American Arbitration Association and the prevailing party shall be entitled to recover costs, including reasonable attorney's fees.

13.9 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.

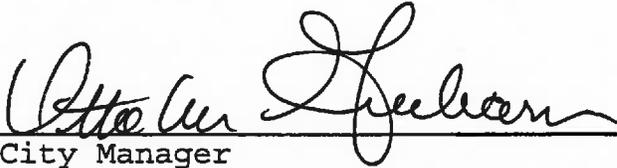
13.10 SUCCESSOR STATUTES: Any reference in the Project documents to a statute shall be deemed a reference to any amended or successor statute.

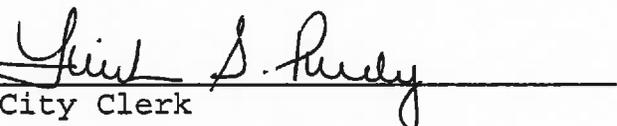
13.11 CONFLICT: In the event of a conflict, the provisions of this Declaration shall prevail over the Bylaws and the Rules.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the dates appearing with their respective signatures.

Dated: _____, 1997

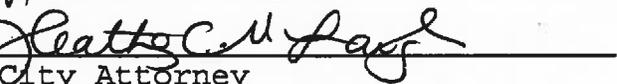
THE CITY OF BENICIA, a California municipal corporation

By: 
City Manager

By: 
City Clerk

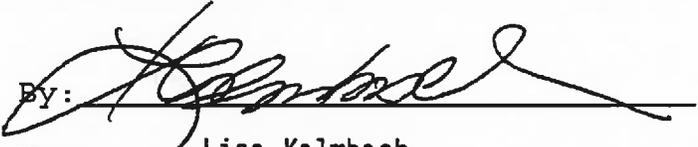
Approved as to form

APPROVED AS TO FORM:

By: 
City Attorney

Dated: AUGUST 13, 1997

KAUFMAN & BROAD OF NORTHERN CALIFORNIA, INC., a California corporation.

By: 
Name: Lisa Kalmbach
Title: President

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

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

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the dates appearing with their respective signatures.

Dated: August 19, 1997

THE CITY OF BENICIA, a California municipal corporation

By: 
City Manager OTTO WM GILLANI

By: 
City Clerk LINDA S. PURDY

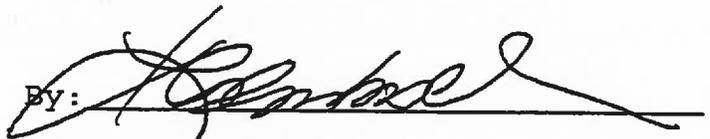
APPROVED AS TO FORM:

Approved as to form

By: 
City Attorney HEATHER C. MCLAUG

Dated: AUGUST 13, 1997

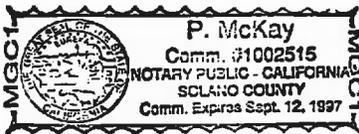
KAUFMAN & BROAD OF NORTHERN CALIFORNIA, INC., a California corporation

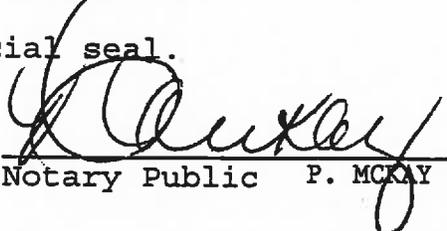
By: 
Name: Lisa Kalmbach
Title: President

State of California)
) ss.
County of SOLANO)

On AUGUST 19, 1997, before me, P. MCKAY,
personally appeared OTTO WM GIULANI AND LINDA S. PURDY
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument, the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

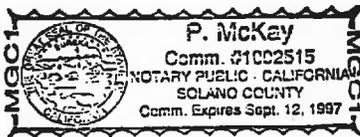


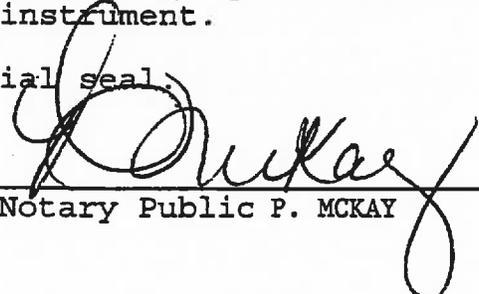

Notary Public P. MCKAY

State of California)
) ss.
County of SOLANO)

On AUGUST 19, 1997, before me, P. MCKAY,
personally appeared HEATHER C. MCLAUGHLIN
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument, the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public P. MCKAY

EXHIBITS

- A Description of Additional Property (Section 2.2) .
- B Condominium Plan (Section 2.31)

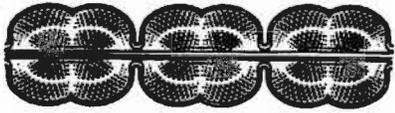
EXHIBIT A

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

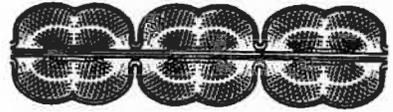
All of the real property located in the City of Benicia, County of Solano, State of California, described as follows:

Lots R1, R3, R6 through R26, Parcels L2 through L4, L6, L7 and L9 through L27, and Parcels P1 and P4 through P10, as shown on the subdivision map entitled "Benicia Marina, Phase 2" filed for record on July 2, 1997, in Book 66 of Maps at Page 72 in the Official Records of the County of Solano, State of California.

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

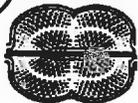
On August 1, 1997 before me, Gina M. Curtis, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Lisa Kalmbach

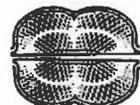
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the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

WITNESS my hand and official seal.

Gina M. Curtis (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION



TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

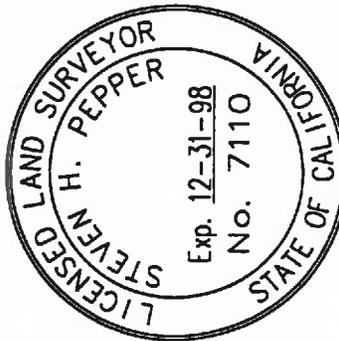
SURVEYOR'S STATEMENT:

I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR, NUMBER 7110, OF THE STATE OF CALIFORNIA; THAT THE BUILDINGS ARE OR WILL BE AS SHOWN; AND THAT THE CONDOMINIUM PLAN CONSISTS OF 46 SHEETS AND IS A DESCRIPTION OF A CONDOMINIUM PROJECT WHICH REFERS TO THE PERIMETERS ON THE GROUND AND A THREE DIMENSIONAL DESCRIPTION OF THE PROJECT IN SUFFICIENT DETAILS TO IDENTIFY THE COMMON AREAS AND EACH SEPARATE INTEREST PURSUANT TO THE REQUIREMENTS OF CALIFORNIA CIVIL CODE SECTION 1351(e).

DATED: 5/14/97

Steven H. Pepper

STEVEN H. PEPPER, L.S. 7110
LICENSE EXPIRES: 12/31/98



LEGEND:

--- LOT BOUNDARY



SECTION NUMBER

SHEET ON WHICH SECTION APPEARS



UNIT NUMBER

- FF=6.85 FRONT ENTRY ELEVATION
- FF1=6.85 FIRST FLOOR ELEVATION
- FF2=6.85 SECOND FLOOR ELEVATION
- GF=6.85 GARAGE FLOOR ELEVATION
- PAD=12.85 PAD ELEVATION
- DX DECK (WITH UNIT NUMBER)

SHEET INDEX:

1.	INDEX SHEET
2.	R2 BUILDING AND LOT LAYOUT
3 & 4.	R2 GARAGE FLOOR
5 & 6.	R2 FIRST FLOOR
7 & 8.	R2 SECOND FLOOR
9 & 10.	R2 SECTION "A"
11 & 12.	R2 SECTION "B"
13.	R4 BUILDING AND LOT LAYOUT
14 & 15.	R4 GARAGE FLOOR
16 & 17.	R4 FIRST FLOOR
18 & 19.	R4 SECOND FLOOR

20 & 21.	R4 SECTION "C"
22 & 23.	R4 SECTION "D"
24.	R5 BUILDING AND LOT LAYOUT
25 & 26.	R5 GARAGE FLOOR
27 & 28.	R5 FIRST FLOOR
29 & 30.	R5 SECOND FLOOR
31 & 32.	R5 SECTION "E"
33 & 34.	R5 SECTION "F"
35 & 36.	TYPICAL SECTIONS, PLAN 1
37 & 38.	TYPICAL SECTIONS, PLAN 2
39 & 40.	TYPICAL SECTIONS, PLAN 3

BENCHMARK:

A BRASS DISC INSIDE A STANDARD CITY MONUMENT WELL LOCATED AT THE INTERSECTION OF FIRST STREET AND "F" STREET WAS USED AS THE BENCHMARK FOR THESE CONDOMINIUM PLANS, ITS ELEVATION BEING 14.635 FEET.

NOTE:

FOR FURTHER HORIZONTAL DIMENSIONS, REFER TO THE FINAL MAP ENTITLED "BENICIA MARINA, PHASE 2", FILED WITH THE RECORDER OF THE COUNTY OF SOLANO JULY 2, 1997 IN BOOK 66 OF MAPS AT PAGES 77 THROUGH 82.

LOT	BUILDING TYPE
R2	31123
R4	3223
R5	32123

CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A"

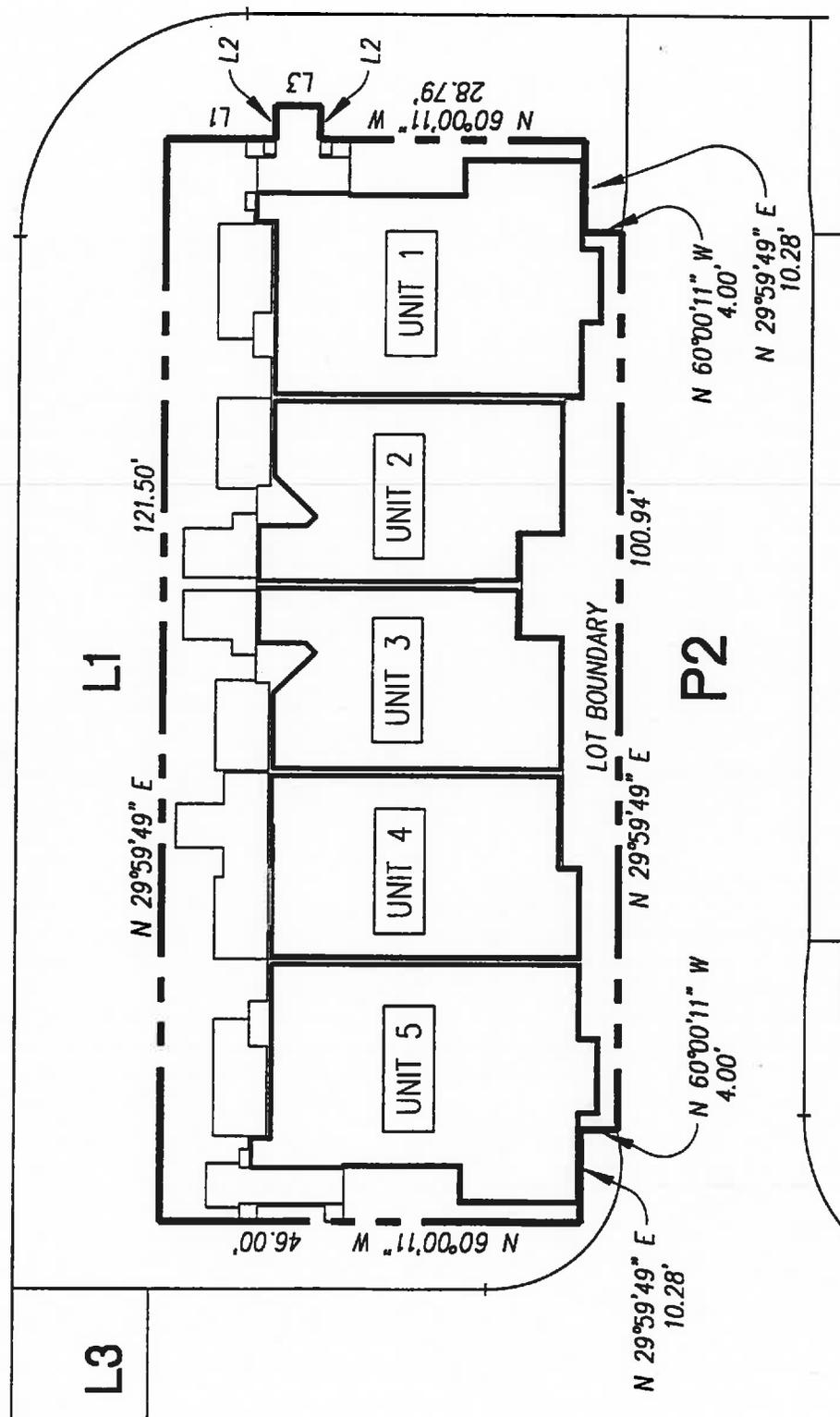
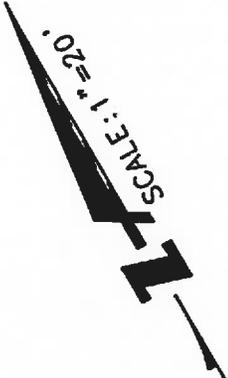
CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

Brian Kangas Foulk

Engineers • Surveyors • Planners
WALNUT CREEK, CA

EAST SECOND STREET

"E" STREET

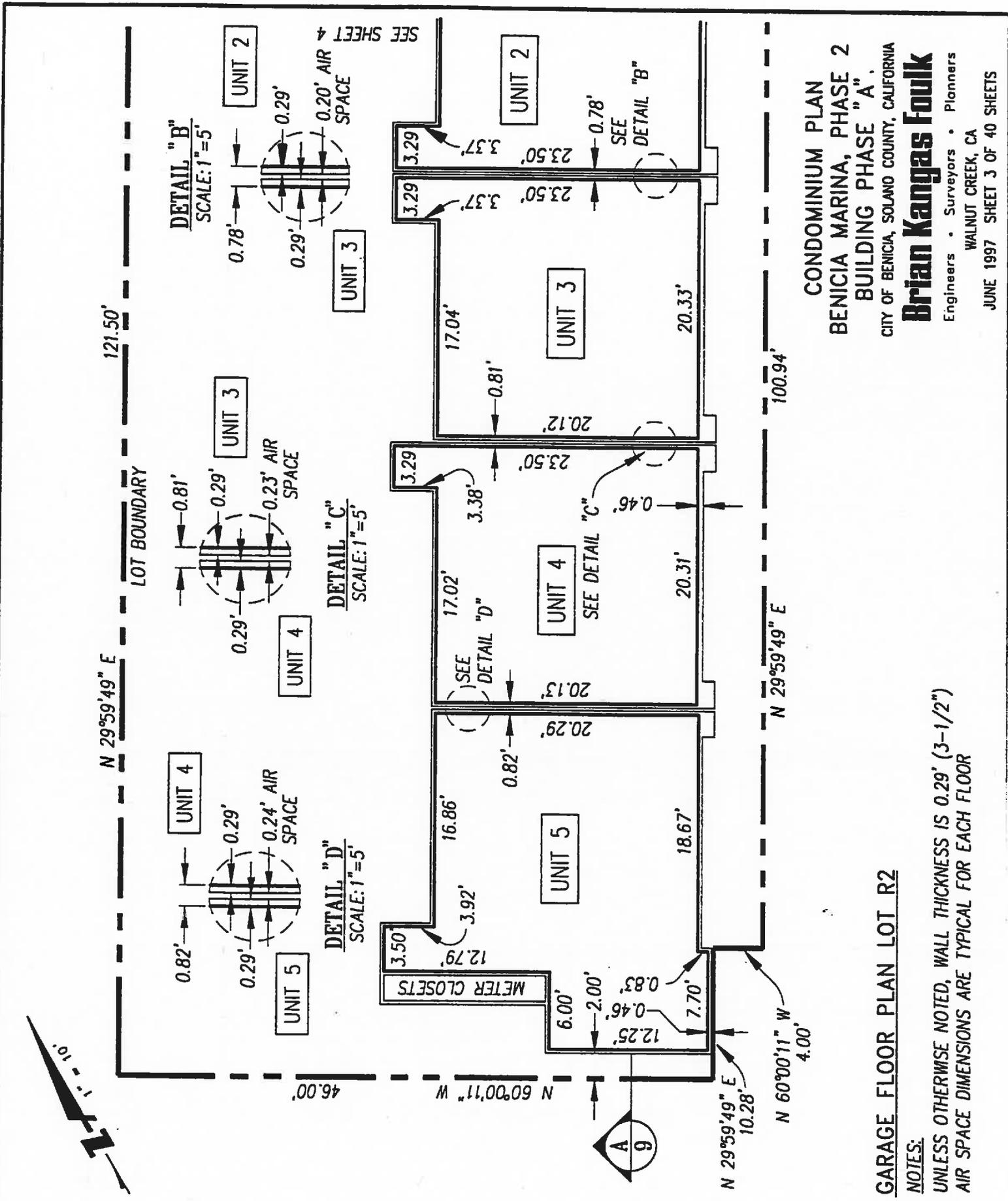


LINE DATA

LINE	DIRECTION	DIST.
L1	N 60°00'11" W	12.29'
L2	N 29°59'49" E	3.75'
L3	N 60°00'11" W	4.92'

BUILDING AND LOT LAYOUT PLAN
 LOT #R2, BUILDING 1
 BUILDING TYPE 31123
 PARKING AREA LOT P2
 LANDSCAPE AREA LOT L1

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA
Brian Kangas Fouk
 Engineers • Surveyors • Planners
 WALNUT CREEK, CA
 JUNE 1997 SHEET 2 OF 40 SHEETS



CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA
Brian Kangas Fouk
 Engineers • Surveyors • Planners
 WALNUT CREEK, CA
 JUNE 1997 SHEET 3 OF 40 SHEETS

GARAGE FLOOR PLAN LOT R2

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. AIR SPACE DIMENSIONS ARE TYPICAL FOR EACH FLOOR

N 29°59'49" E

LOT BOUNDARY

121.50'

N 60°00'11" W 12.29'

N 29°59'49" E 3.75'

N 60°00'11" W 4.92'

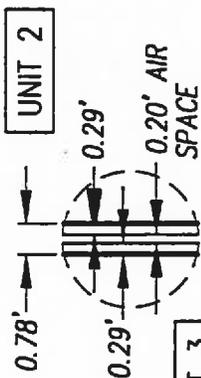
N 29°59'49" E 3.75'

N 60°00'11" W 28.79'

N 29°59'49" E 10.28'

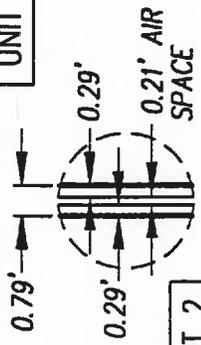
N 60°00'11" W 4.00'

DETAIL "B"
SCALE: 1"=5'



UNIT 3

DETAIL "A"
SCALE: 1"=5'



UNIT 2

SEE SHEET 3

3.29

3.38

23.50'

20.12'

0.46'

17.04'

0.81'

UNIT 3

23.50'

20.12'

0.78'

17.04'

UNIT 2

20.12'

0.79'

16.86'

12.79'

UNIT 1

6.00'

2.00'

0.83'

7.70'

3.50

3.92'

12.79'

0.46'

0.83'

7.70'

METER CLOSETS



N 29°59'49" E

100.94'

CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A".

CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

Brian Kangas Foulk

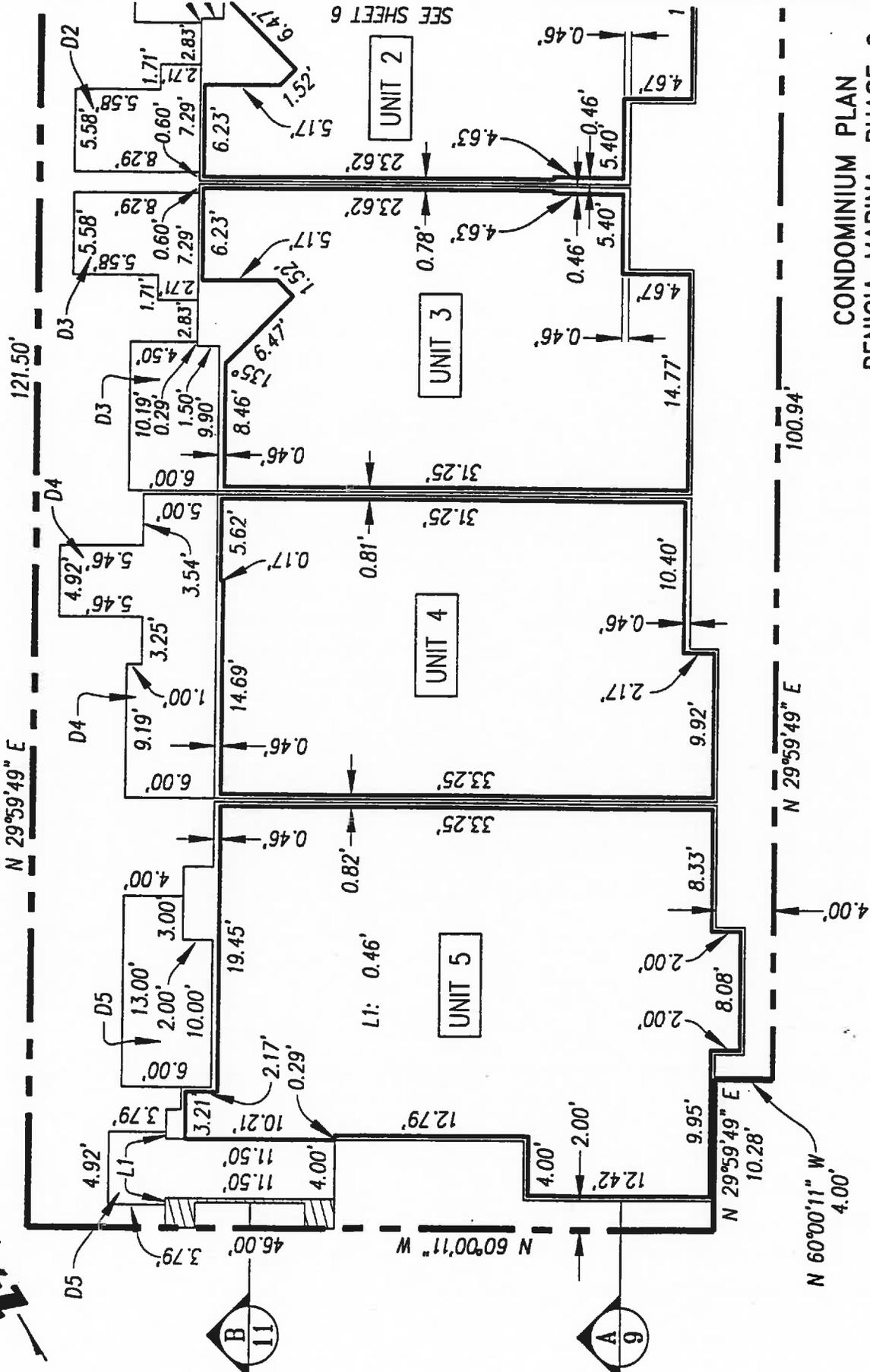
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JUNE 1997 SHEET 4 OF 40 SHEETS

GARAGE FLOOR PLAN LOT R2

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. AIR SPACE DIMENSIONS ARE TYPICAL FOR EACH FLOOR



CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

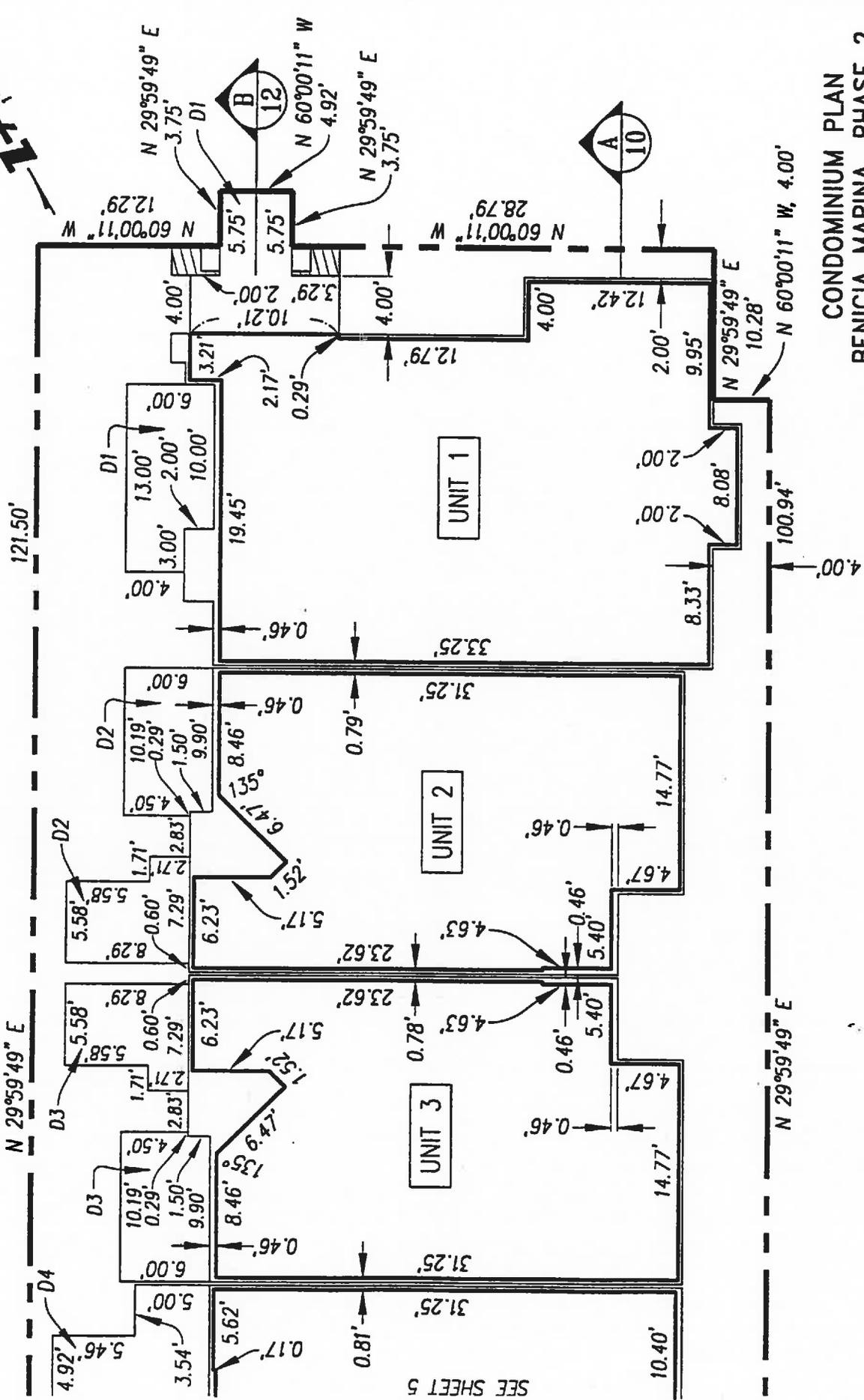
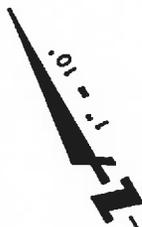
Brian Kangas Fouk
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JUNE 1997 SHEET 5 OF 40 SHEETS

FIRST FLOOR PLAN LOT R2

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. SEE GARAGE FLOOR PLAN FOR AIRSPACE DIMENSIONS



SEE SHEET 5

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A"

Brian Kangas Foulk

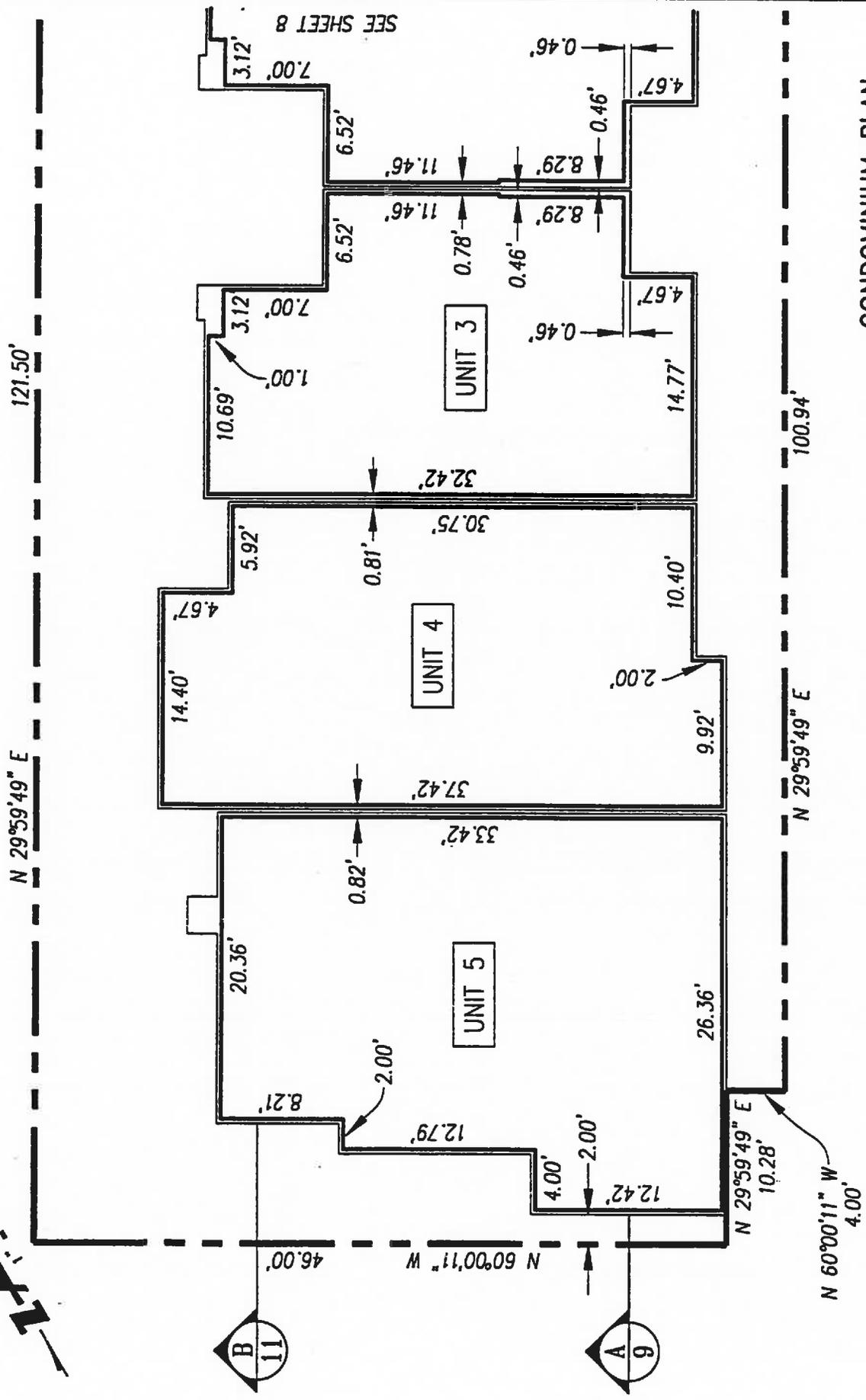
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JUNE 1997 SHEET 6 OF 40 SHEETS

FIRST FLOOR PLAN LOT R2

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. SEE GARAGE FLOOR PLAN FOR AIRSPACE DIMENSIONS



CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A".
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

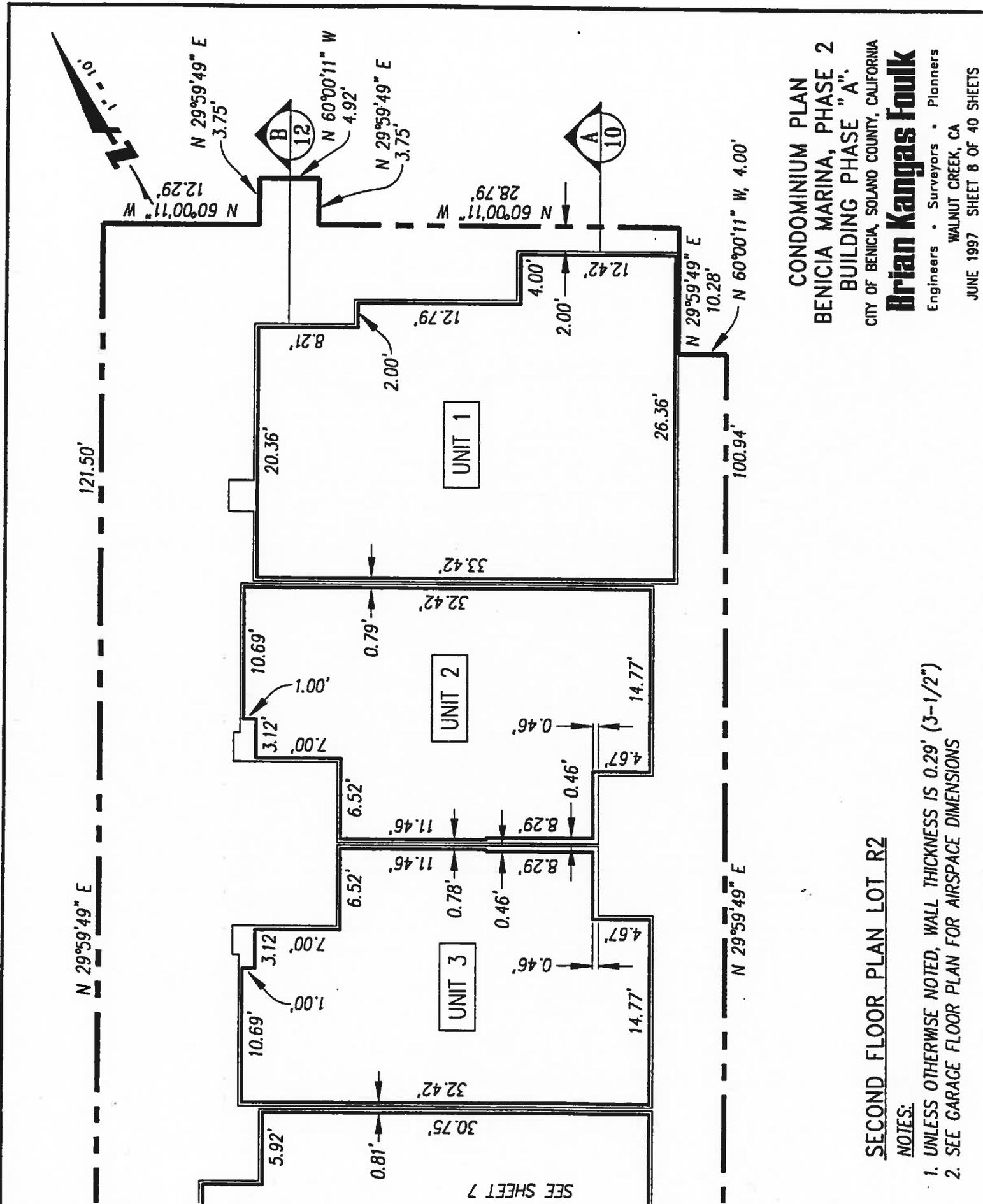
Brian Kangas Foulk
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 JUNE 1997 SHEET 7 OF 40 SHEETS

SECOND FLOOR PLAN LOT R2

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. SEE GARAGE FLOOR PLAN FOR AIRSPACE DIMENSIONS



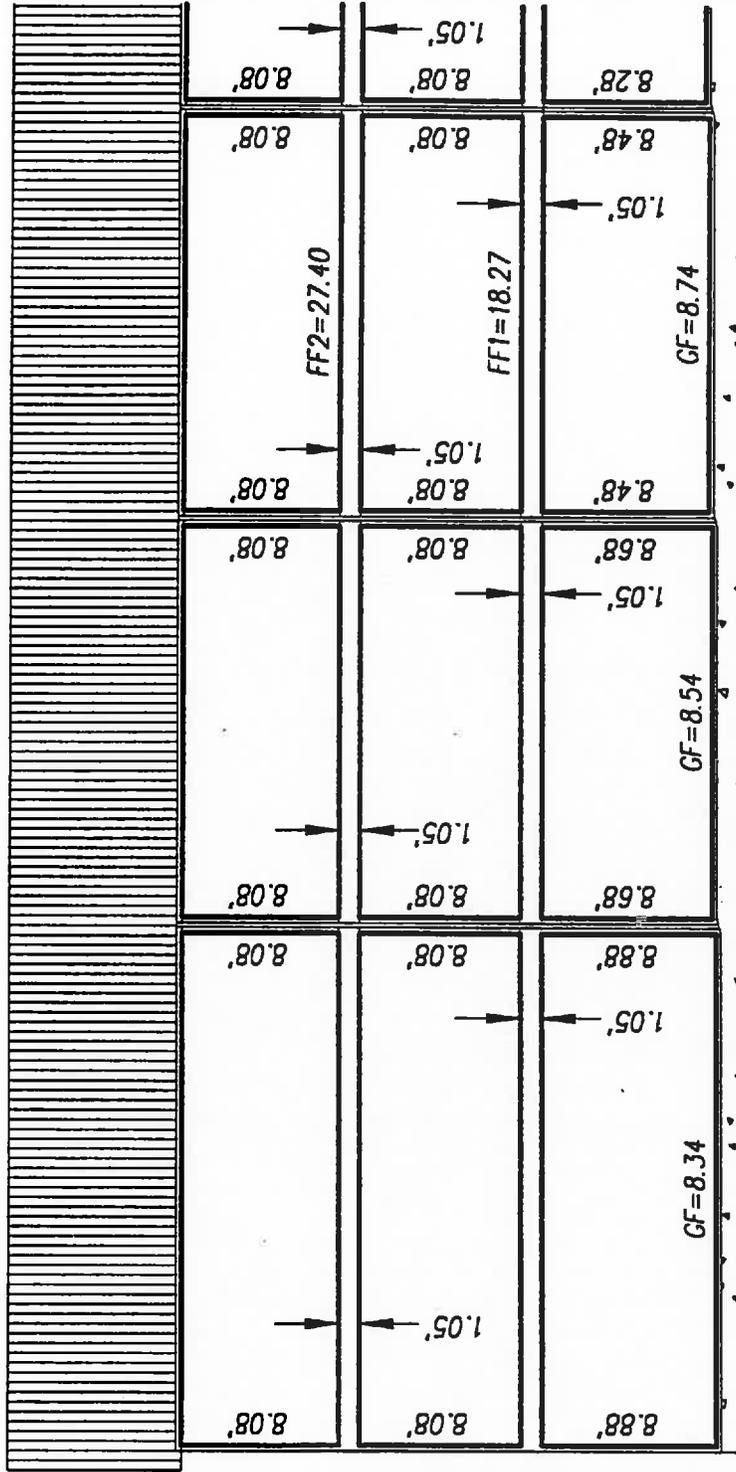
CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA
Brian Kangas Fouk
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 JUNE 1997 SHEET 8 OF 40 SHEETS

SECOND FLOOR PLAN LOT R2

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. SEE GARAGE FLOOR PLAN FOR AIRSPACE DIMENSIONS

SEE SHEET 10



UNIT 3

UNIT 4

UNIT 5

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

SECTION "A" - "A"
 BUILDING 1

Brian Kangas Fouk

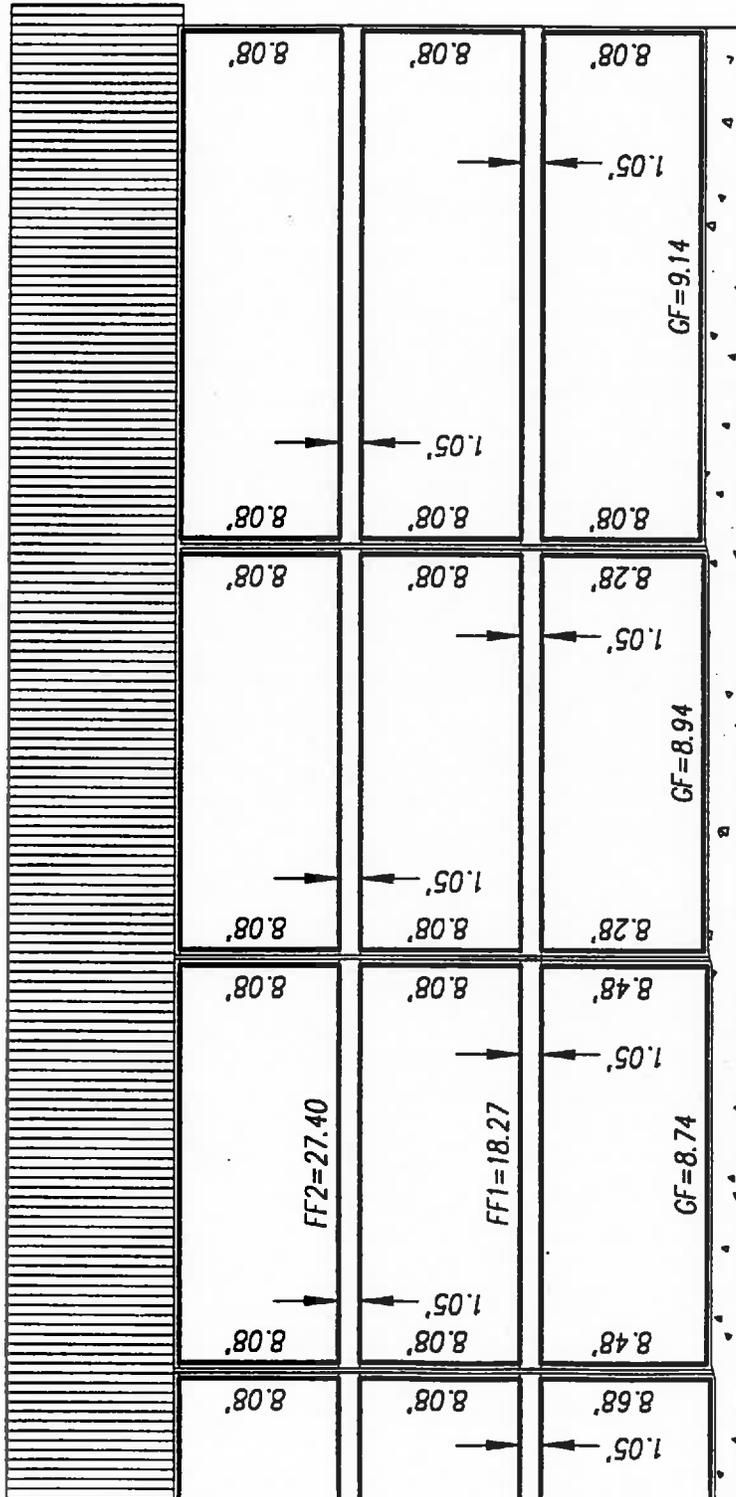
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JUNE 1997 SHEET 9 OF 40 SHEETS

NOTES:

- GARAGE FLOORS SLOPES -2" FROM REAR WALL TO GARAGE DOOR ELEVATION SHOWN IS AT REAR WALL OF GARAGE.

SEE SHEET 9



UNIT 1

UNIT 2

UNIT 3

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A".
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

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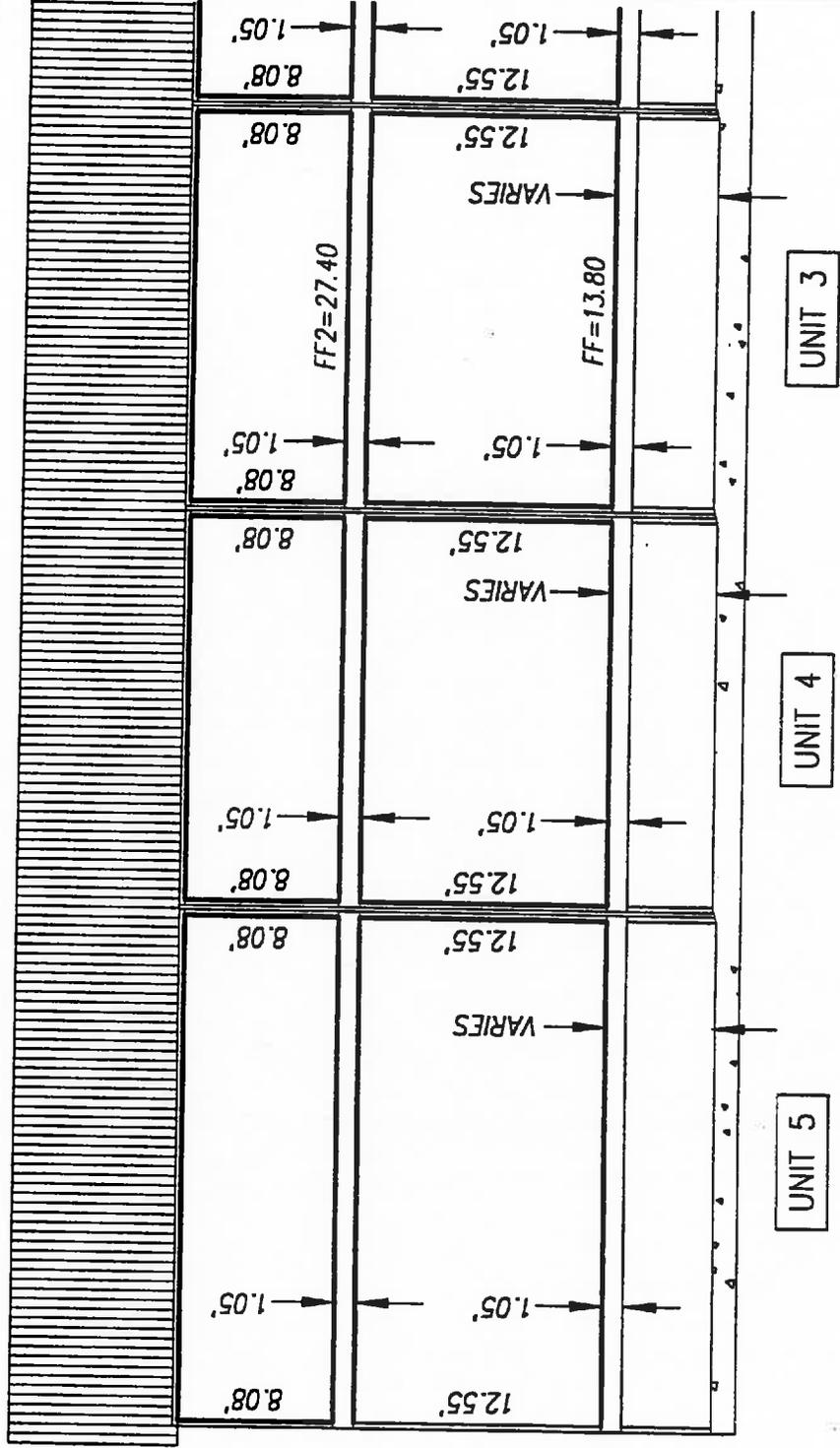
JUNE 1997 SHEET 10 OF 40 SHEETS

SECTION "A" - "A"
 BUILDING 1

NOTES:

1. GARAGE FLOOR SLOPES -2" FROM REAR WALL TO GARAGE DOOR. ELEVATION SHOWN IS AT REAR WALL OF GARAGE.

SEE SHEET 12



CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

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JUNE 1997 SHEET 11 OF 40 SHEETS

SECTION "B" - "B"
 BUILDING 1

- NOTES:
1. GARAGE FLOORS SLOPES -2" FROM REAR WALL TO GARAGE DOOR ELEVATION SHOWN IS AT REAR WALL OF GARAGE.

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A".
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

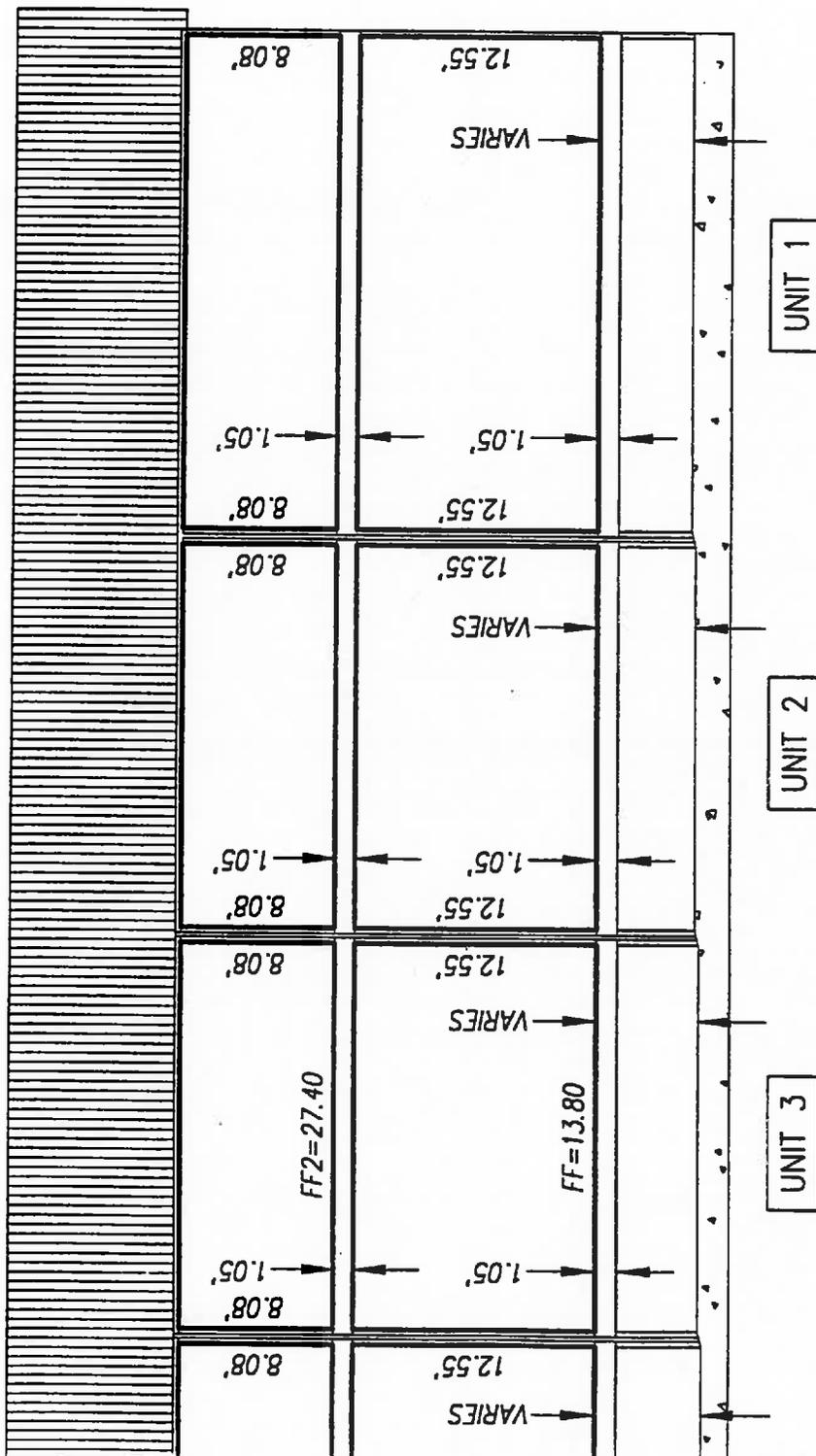
Brian Kangas Foulk

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JUNE 1997 SHEET 12 OF 40 SHEETS

SECTION "B" - "B"

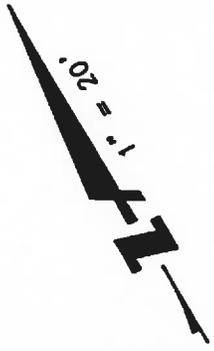
BUILDING 1



NOTES:

1. GARAGE FLOOR SLOPES -2" FROM REAR WALL TO GARAGE DOOR. ELEVATION SHOWN IS AT REAR WALL OF GARAGE.

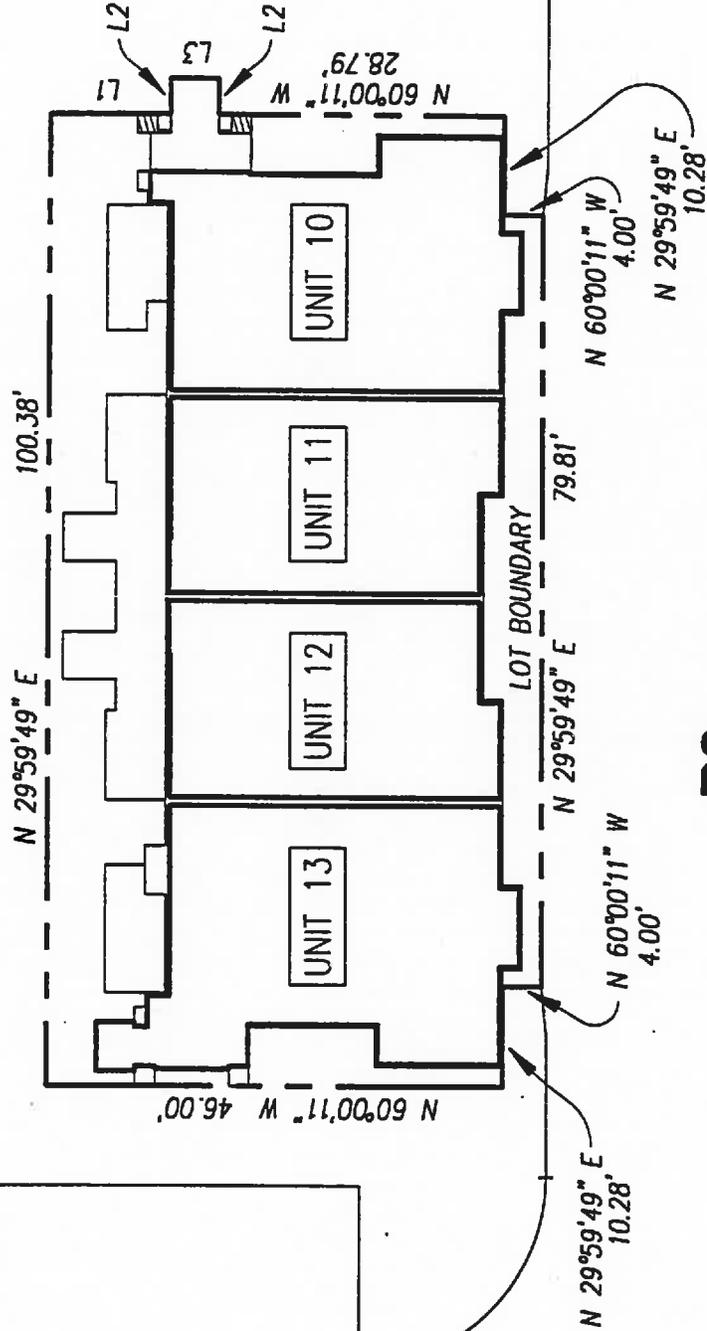
SEE SHEET 11



"E" STREET

L5

P3

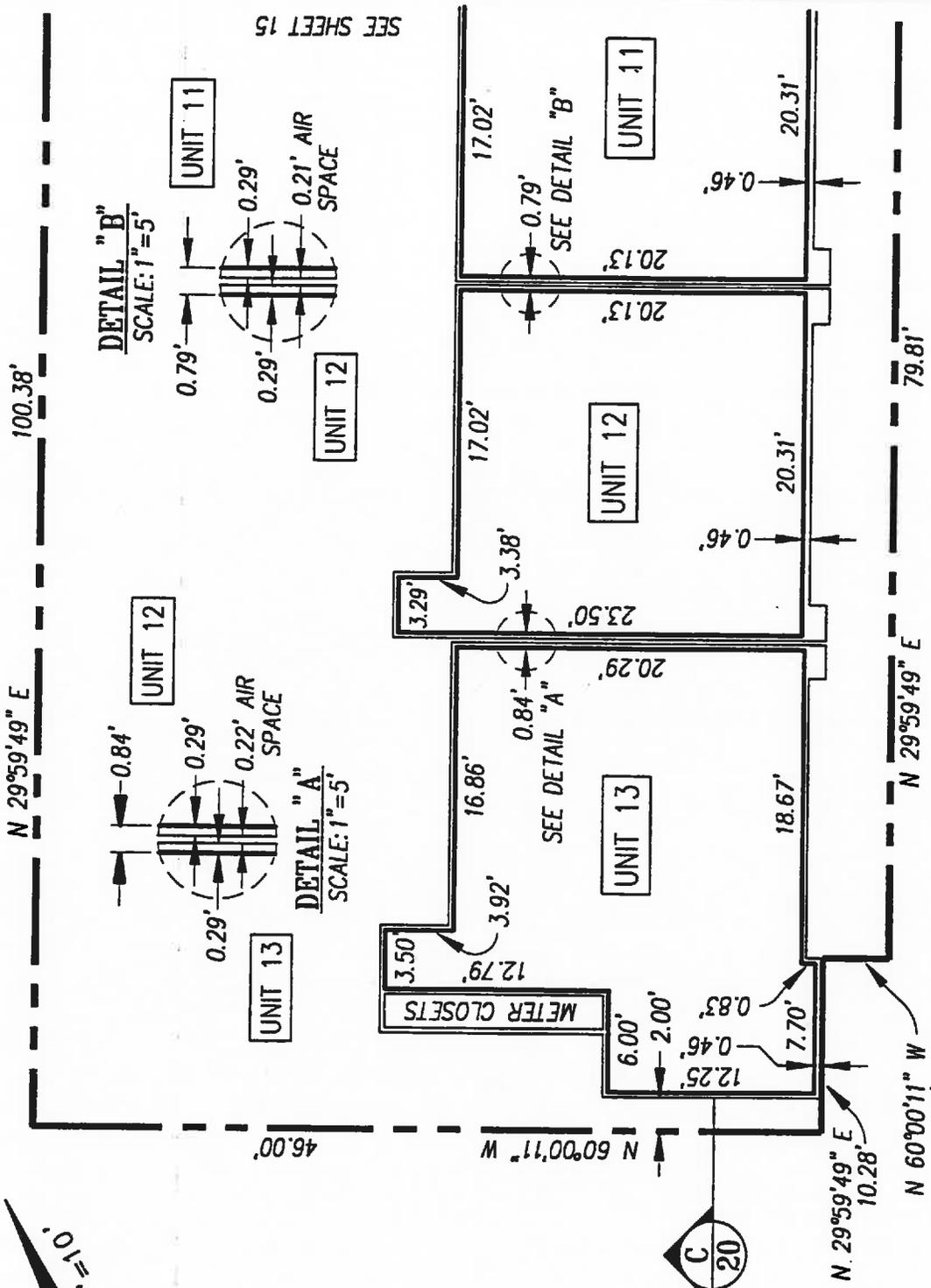


LINE DATA

LINE	DIRECTION	DIST.
L1	N 60°00'11" W	12.29'
L2	N 29°59'49" E	3.75'
L3	N 60°00'11" W	4.92'

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A".
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA
Brian Kangas Foulk
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 WALNUT CREEK, CA
 JUNE 1997 SHEET 13 OF 40 SHEETS

BUILDING AND LOT LAYOUT PLAN
 LOT #R4, BUILDING 3
 BUILDING TYPE 3223
 PARKING AREA LOT P3
 LANDSCAPE AREA LOT L5



CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

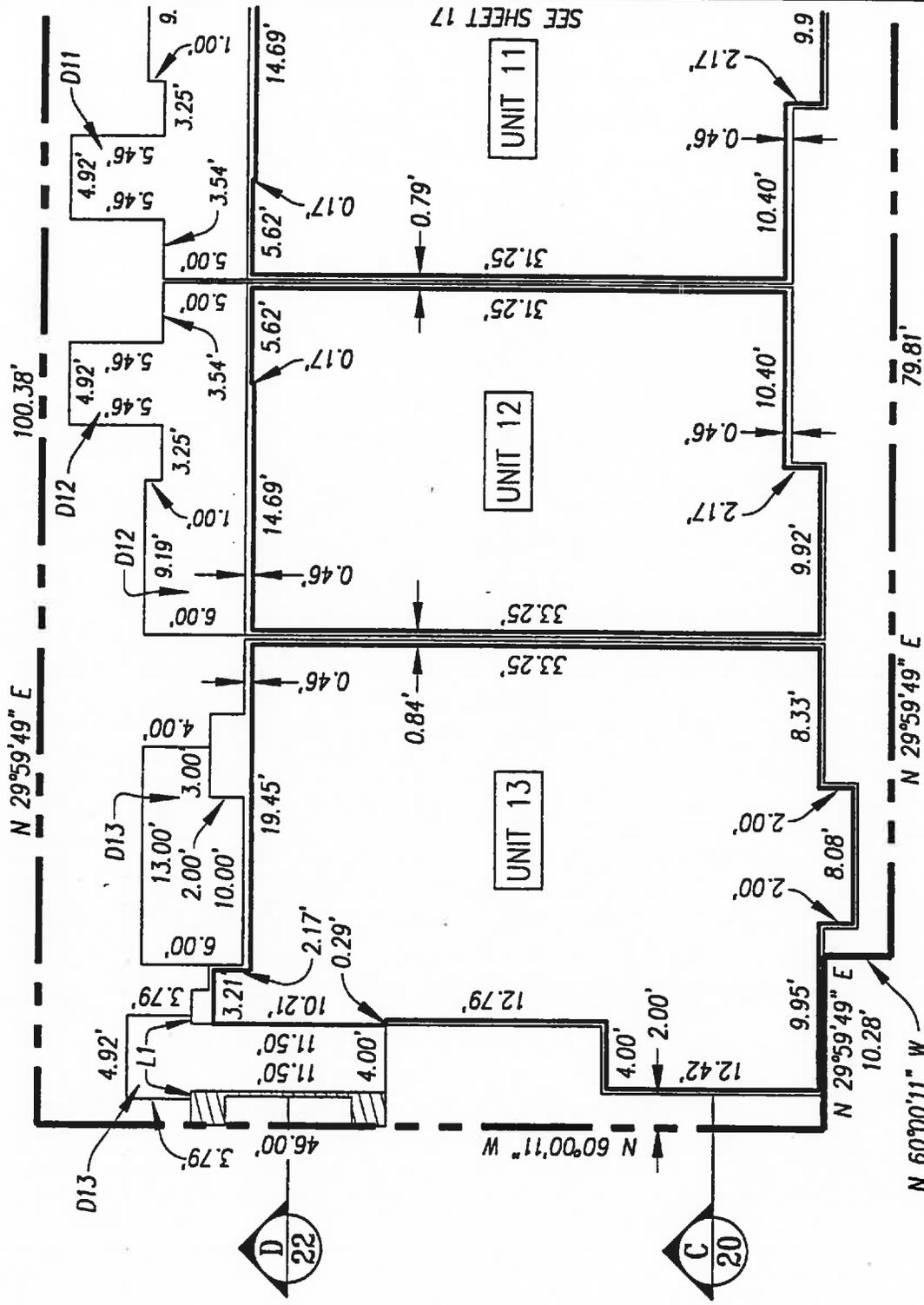
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 WALNUT CREEK, CA

JUNE 1997 SHEET 14 OF 40 SHEETS

GARAGE FLOOR PLAN LOT R4

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. AIRSPACE DIMENSIONS ARE TYPICAL FOR EACH FLOOR



SCALE: 1" = 10'

CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

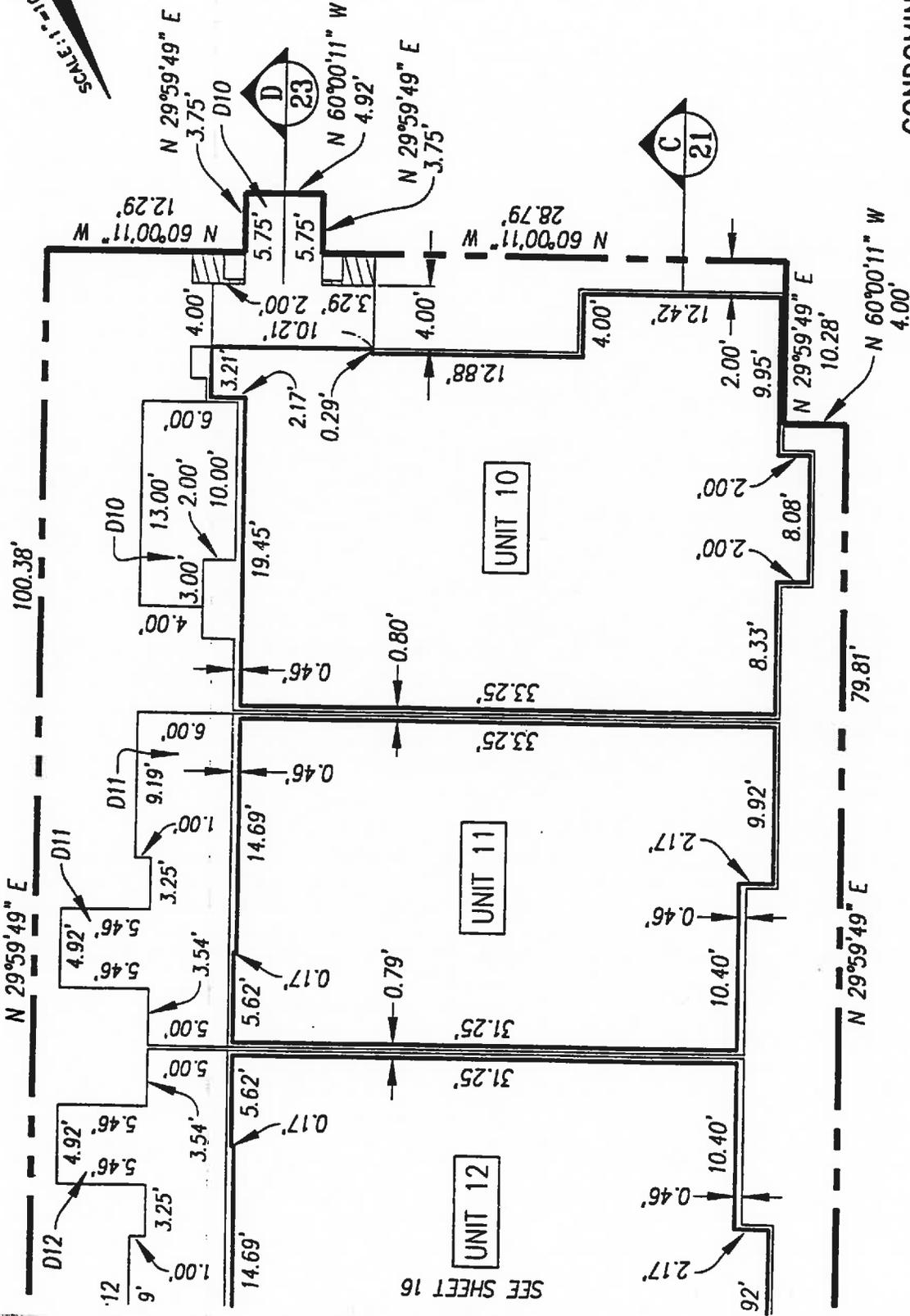
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JUNE 1997 SHEET 16 OF 40 SHEETS

FIRST FLOOR PLAN LOT R4

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. SEE GARAGE FLOOR PLAN FOR AIRSPACE DIMENSIONS



CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

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 JUNE 1997 SHEET 17 OF 40 SHEETS

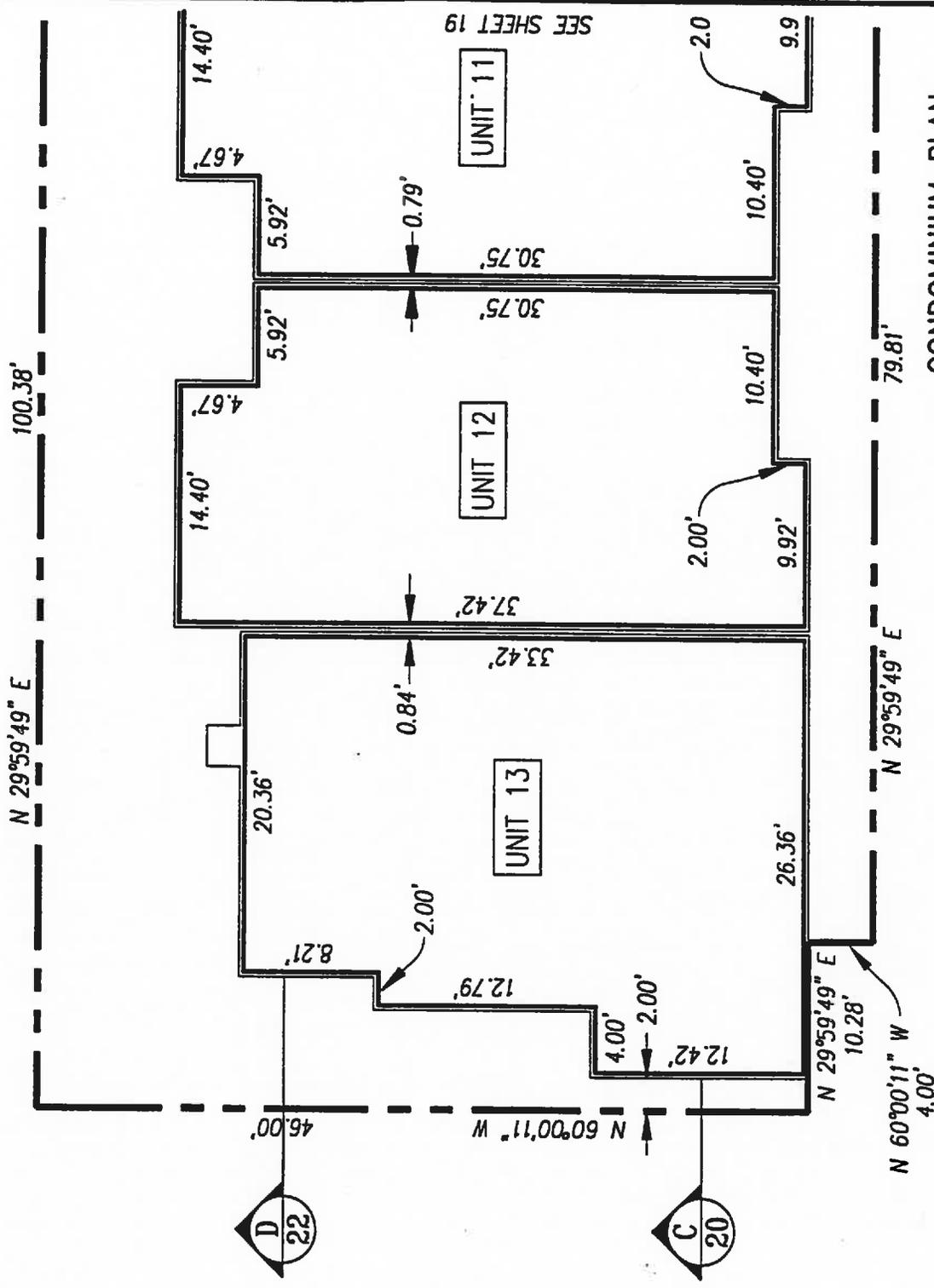
FIRST FLOOR PLAN LOT R4

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. SEE GARAGE FLOOR PLAN FOR AIRSPACE DIMENSIONS

SEE SHEET 16

SCALE: 1" = 10'



CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

Brian Kangas Fouk

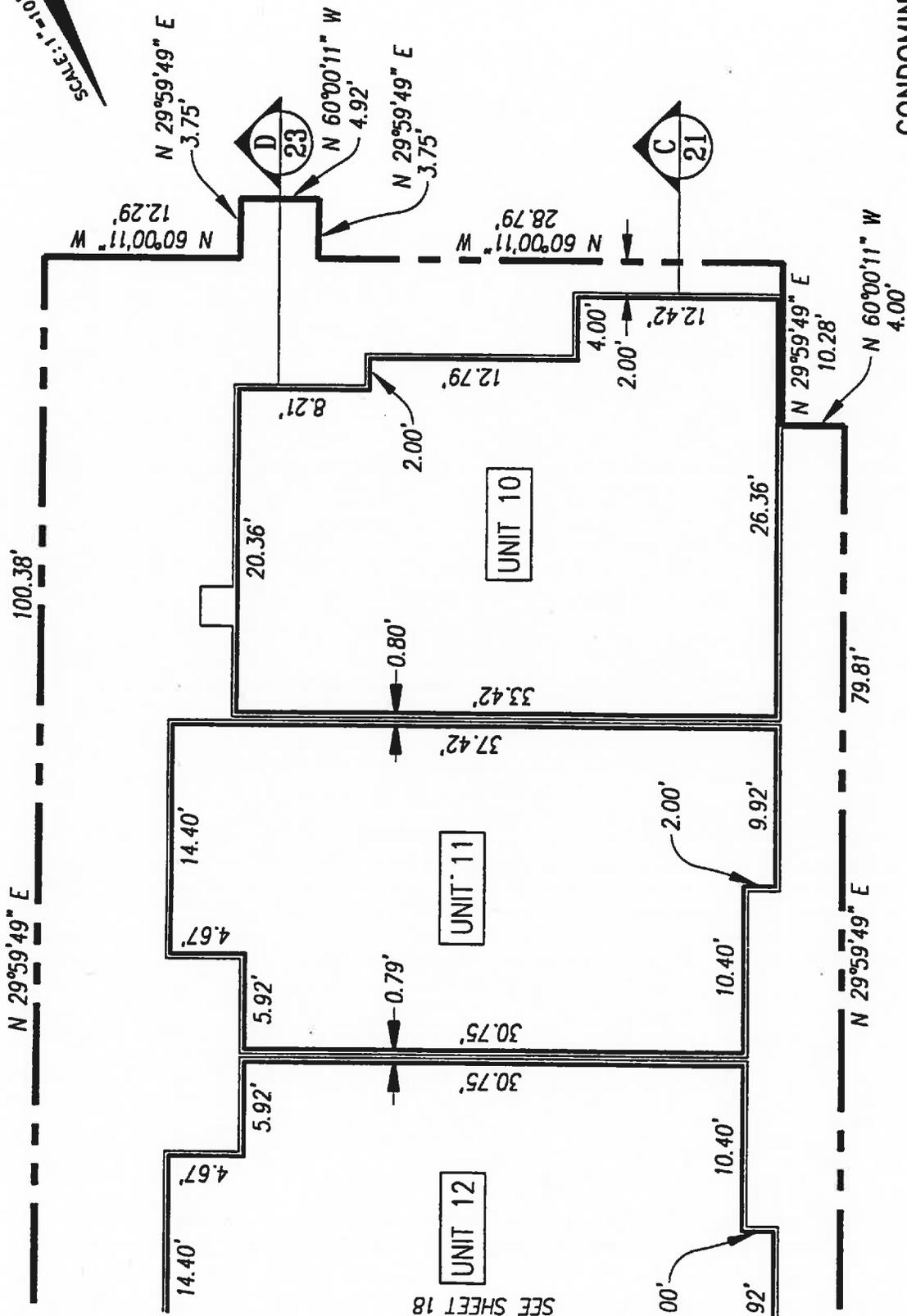
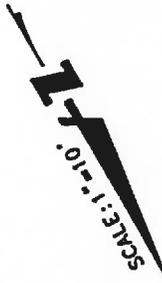
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JUNE 1997 SHEET 18 OF 40 SHEETS

SECOND FLOOR PLAN LOT R4

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. SEE GARAGE FLOOR PLAN FOR AIRSPACE DIMENSIONS



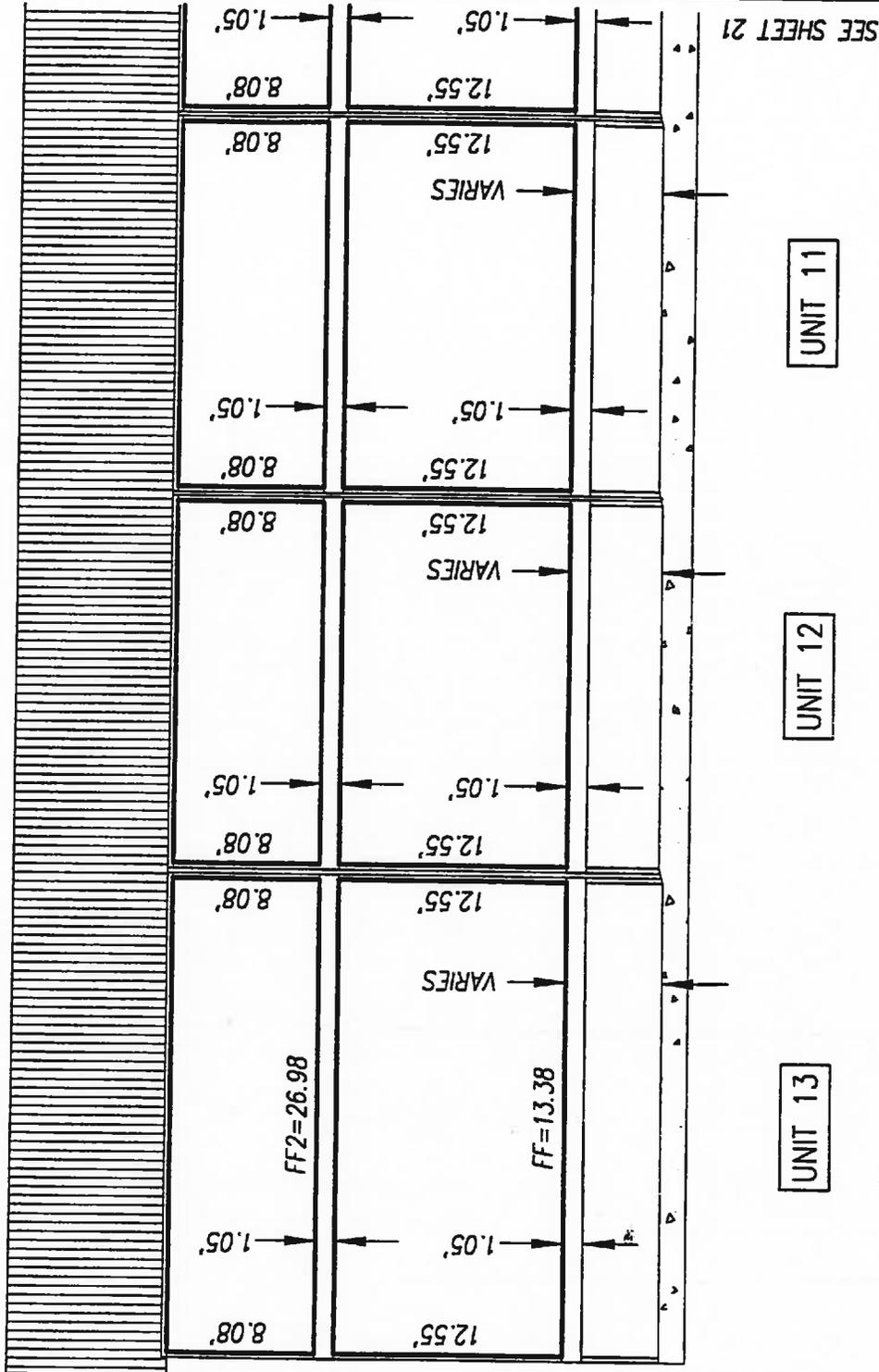
SEE SHEET 18

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA
Brian Kangas Fouk
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 WALNUT CREEK, CA
 JUNE 1997 SHEET 19 OF 40 SHEETS

SECOND FLOOR PLAN LOT R4

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. SEE GARAGE FLOOR PLAN FOR AIRSPACE DIMENSIONS



SECTION "C" - "C"
BUILDING 3

CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A"
CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

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WALNUT CREEK, CA

JUNE 1997 SHEET 20 OF 40 SHEETS

NOTES:

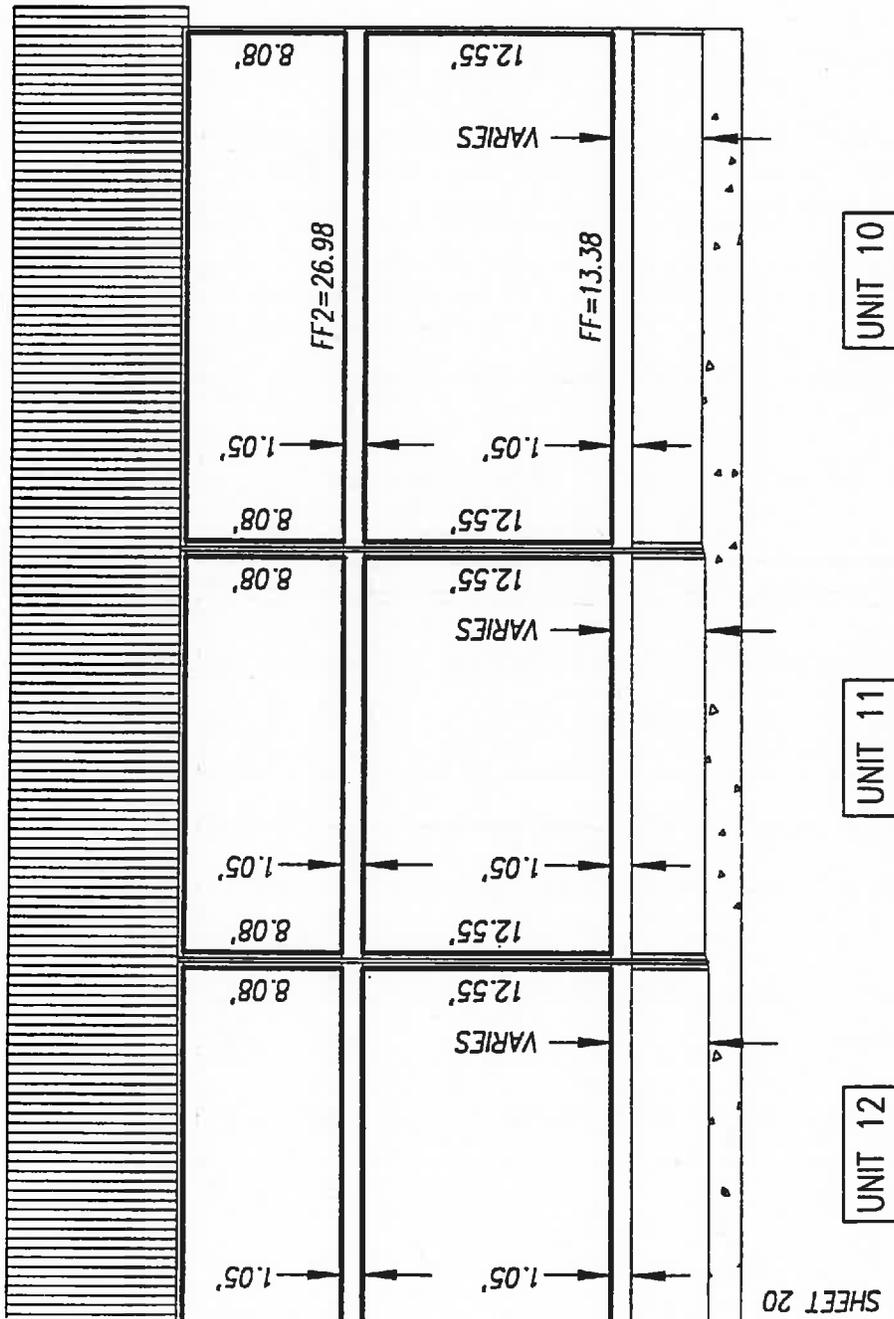
1. GARAGE FLOORS SLOPES -2" FROM REAR WALL TO GARAGE DOOR ELEVATION SHOWN IS AT REAR WALL OF GARAGE.

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A".
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

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JUNE 1997 SHEET 21 OF 40 SHEETS



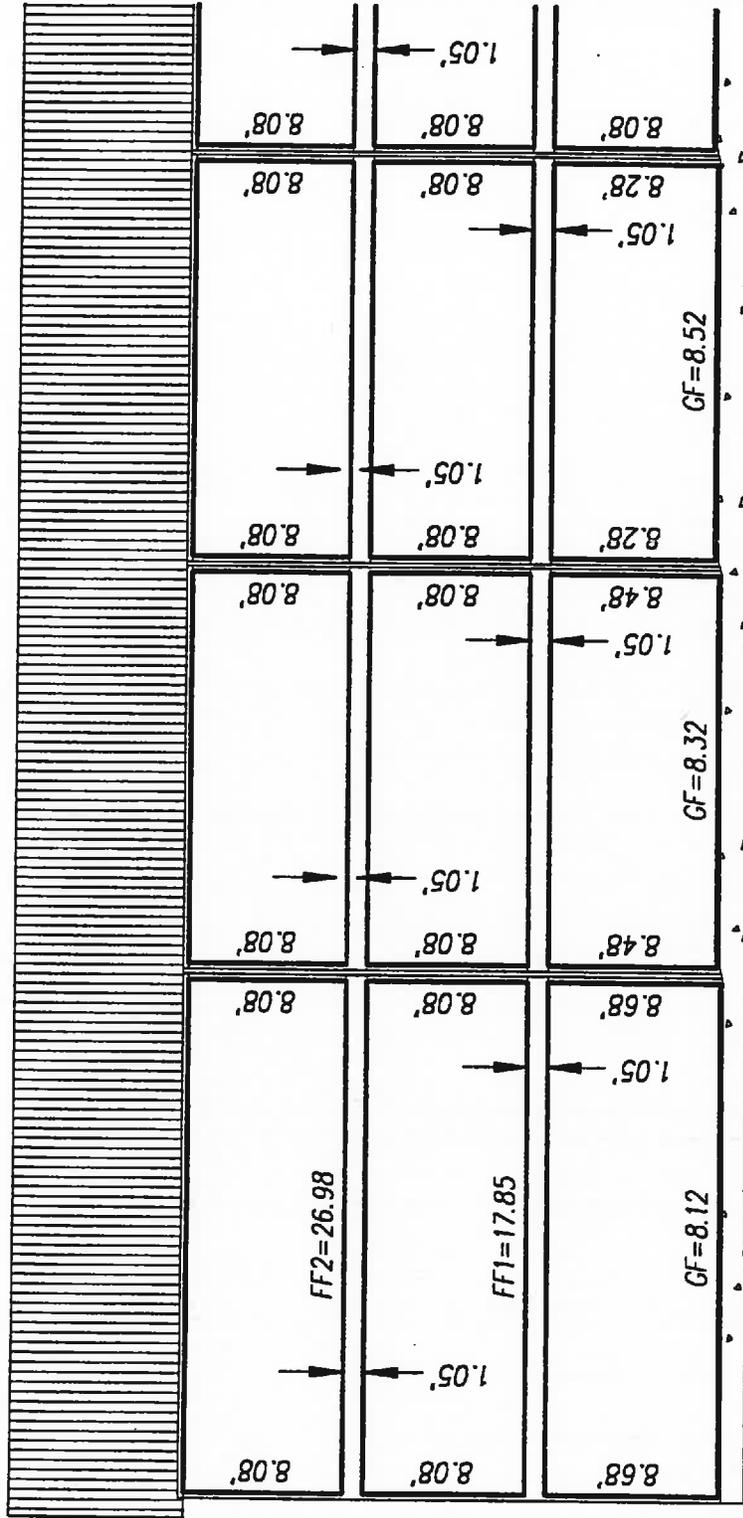
SEE SHEET 20

SECTION "C" - "C"

BUILDING 3

NOTES:

1. GARAGE FLOOR SLOPES -2" FROM REAR WALL TO GARAGE DOOR. ELEVATION SHOWN IS AT REAR WALL OF GARAGE.



SEE SHEET 23

UNIT 11

UNIT 12

UNIT 13

SECTION "D" - "D"
BUILDING 3

CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A".
CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

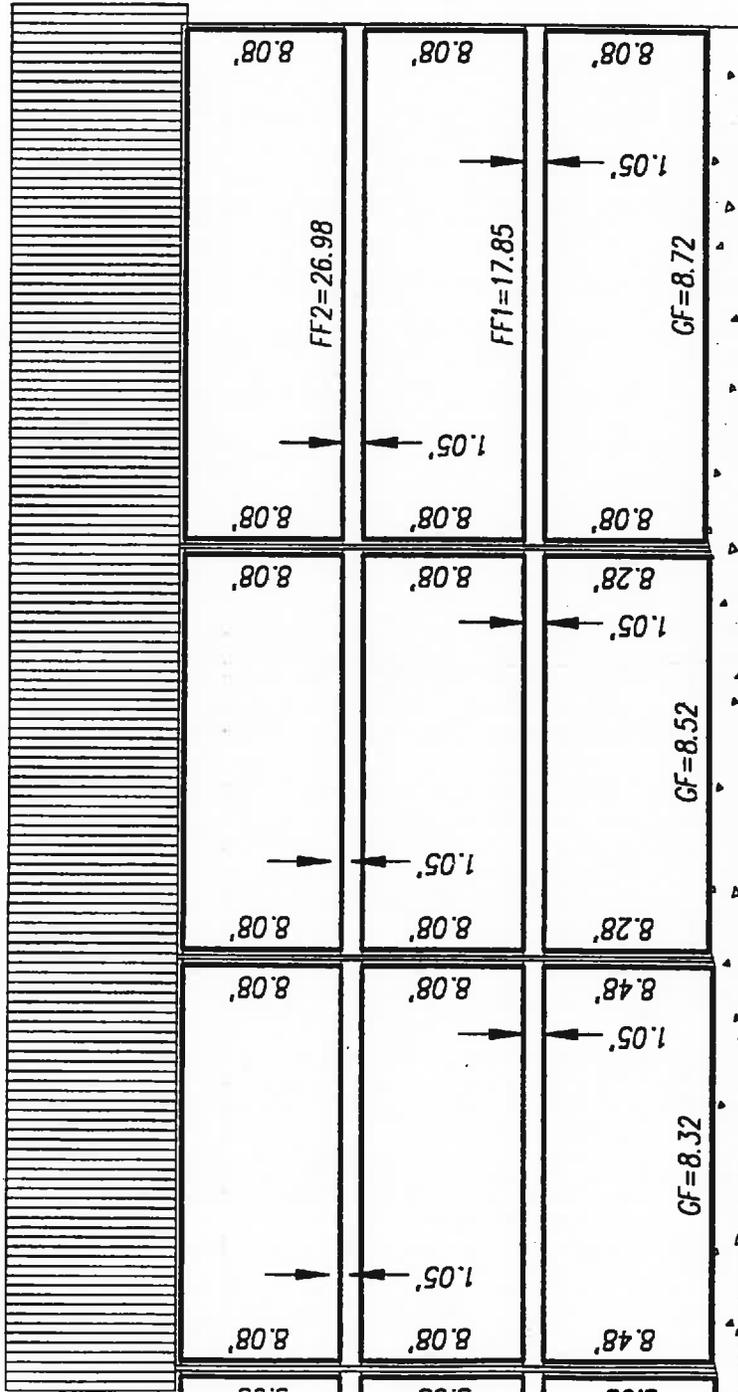
Brian Kangas Fouk

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WALNUT CREEK, CA

JUNE 1997 SHEET 22 OF 40 SHEETS

NOTES:

1. GARAGE FLOORS SLOPES -2" FROM REAR WALL TO GARAGE DOOR ELEVATION SHOWN IS AT REAR WALL OF GARAGE.



UNIT 10

UNIT 11

UNIT 12

SECTION "D" - "D"
BUILDING 3

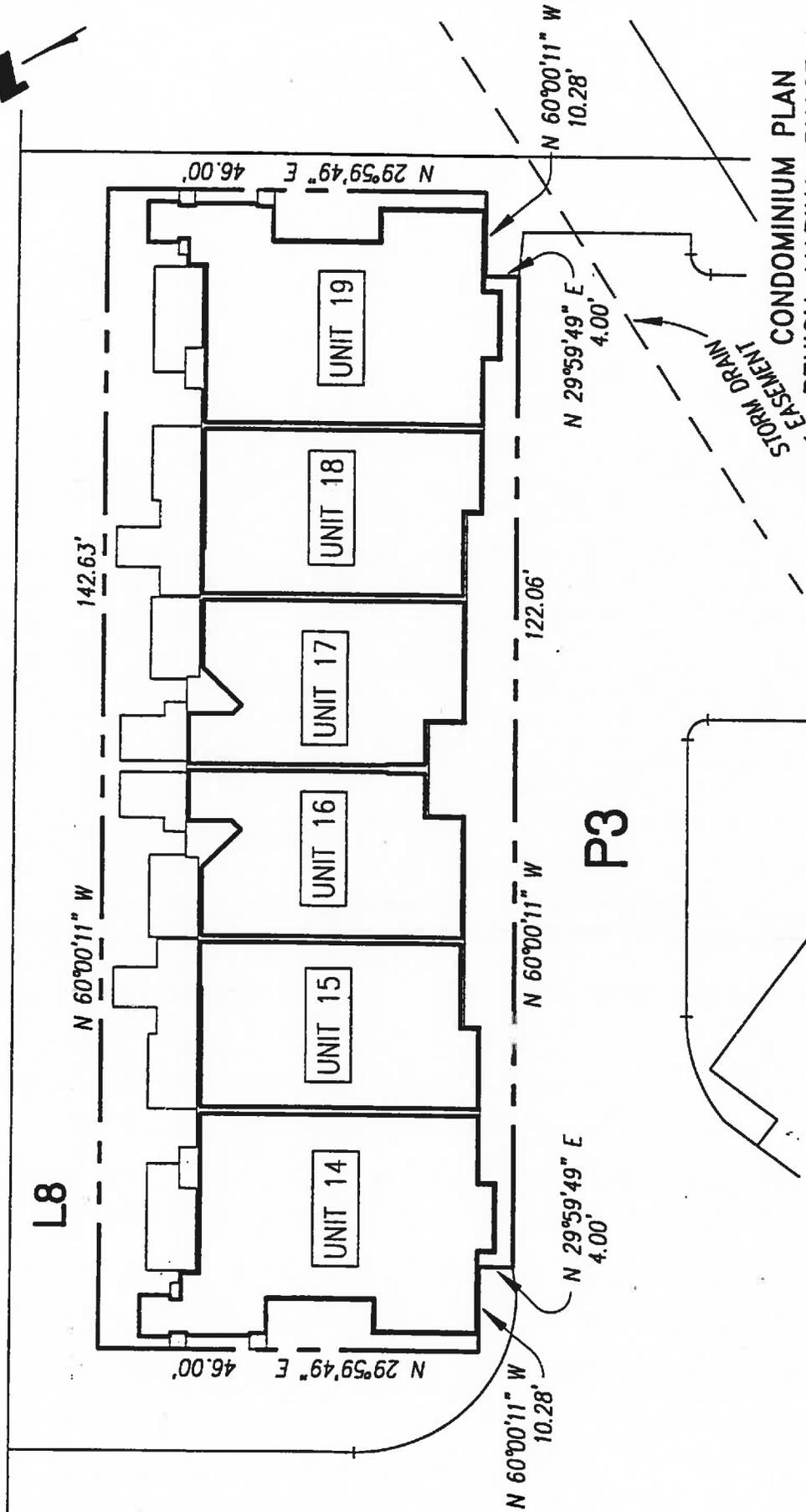
SEE SHEET 22

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA
Brian Kangas Fouk
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 WALNUT CREEK, CA
 JUNE 1997 SHEET 23 OF 40 SHEETS

- NOTES:
1. GARAGE FLOOR SLOPES -2" FROM REAR WALL TO GARAGE DOOR. ELEVATION SHOWN IS AT REAR WALL OF GARAGE.

SCALE: 1" = 20'

"E" STREET



BUILDING AND LOT LAYOUT PLAN
 LOT #R5, BUILDING 4
 BUILDING TYPE 321123
 PARKING AREA LOT P3
 LANDSCAPE AREA LOT L8

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A".
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

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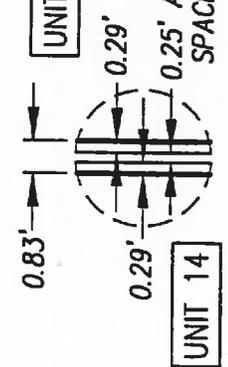
JUNE 1997 SHEET 24 OF 40 SHEETS

N 60°00'11" W

142.63'



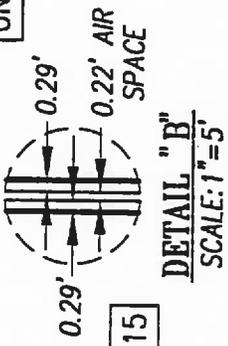
DETAIL "A"
SCALE: 1"=5'



UNIT 14

UNIT 15

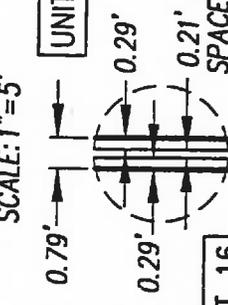
DETAIL "B"
SCALE: 1"=5'



UNIT 15

UNIT 16

DETAIL "C"
SCALE: 1"=5'



UNIT 16

UNIT 17

SEE SHEET 26

METER CLOSETS

3.50' 12.79'

3.92' 16.86'

3.29' 17.02'

3.29' 17.04'

3.29' 20.12'

3.29' 20.13'

3.29' 20.29'

3.29' 20.31'

3.29' 20.33'

3.29' 23.50'

3.29' 23.50'

3.29' 23.50'

3.29' 23.50'

3.29' 23.50'

3.29' 23.50'

3.29' 23.50'

3.29' 23.50'

3.29' 23.50'

3.29' 23.50'

3.29' 23.50'

3.29' 23.50'

3.29' 23.50'

3.29' 23.50'

UNIT 14

UNIT 15

UNIT 16

UNIT 16

UNIT 17

0.46'

0.46'

0.46'

0.46'

0.46'

0.46'

0.46'

0.46'

0.46'

0.46'

5.00'

5.00'

5.00'

5.00'

5.00'

5.00'

5.00'

5.00'

5.00'

5.00'

5.00'

N 60°00'11" W

10.28'

N 29°59'49" E

4.00'

N 60°00'11" W

122.06'

CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A".

CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

Brian Kangas Fouk

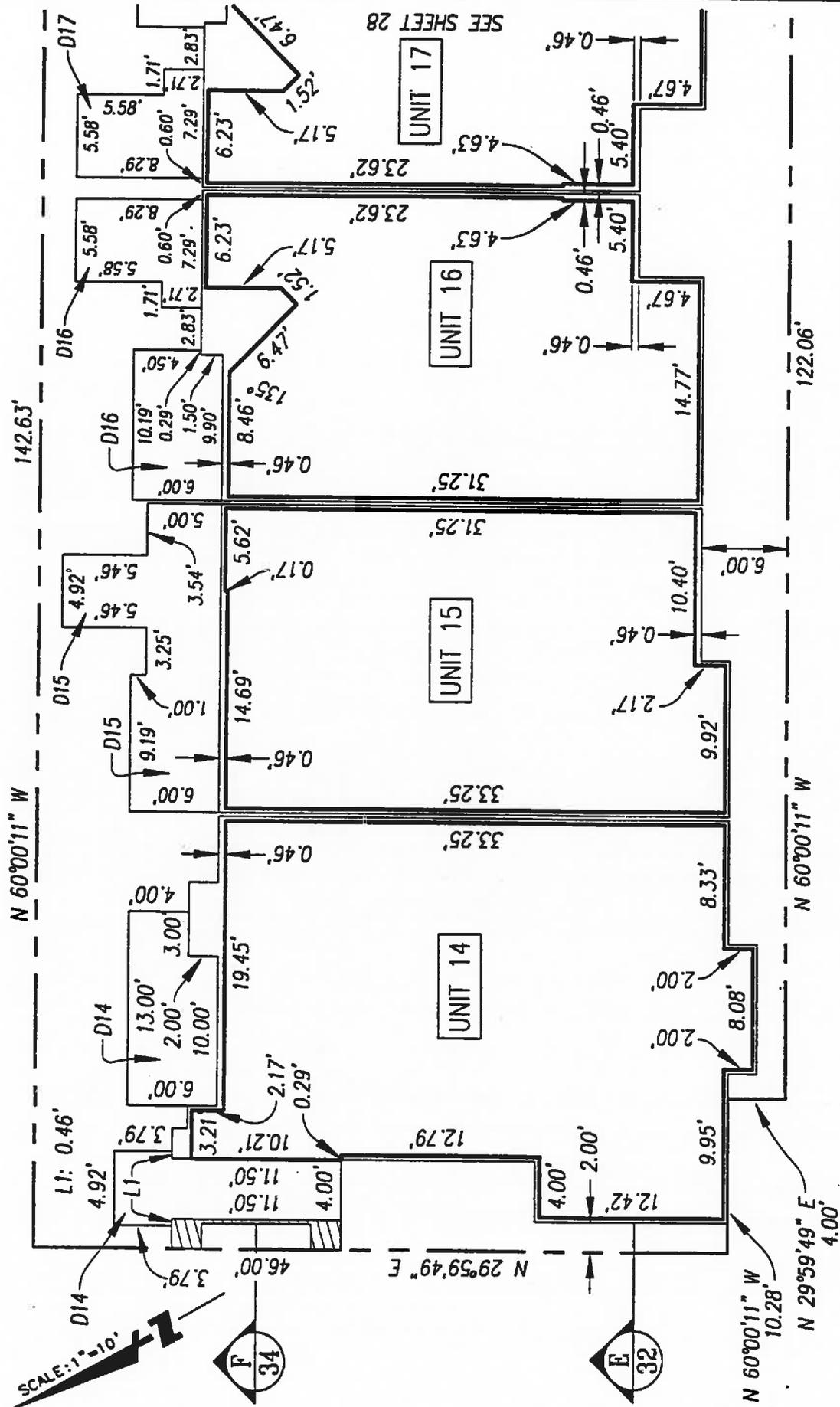
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JUNE 1997 SHEET 25 OF 40 SHEETS

GARAGE FLOOR PLAN LOT R5

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. AIR SPACE DIMENSIONS ARE TYPICAL FOR EACH FLOOR



CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A".

CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

Brian Kangas Fouk

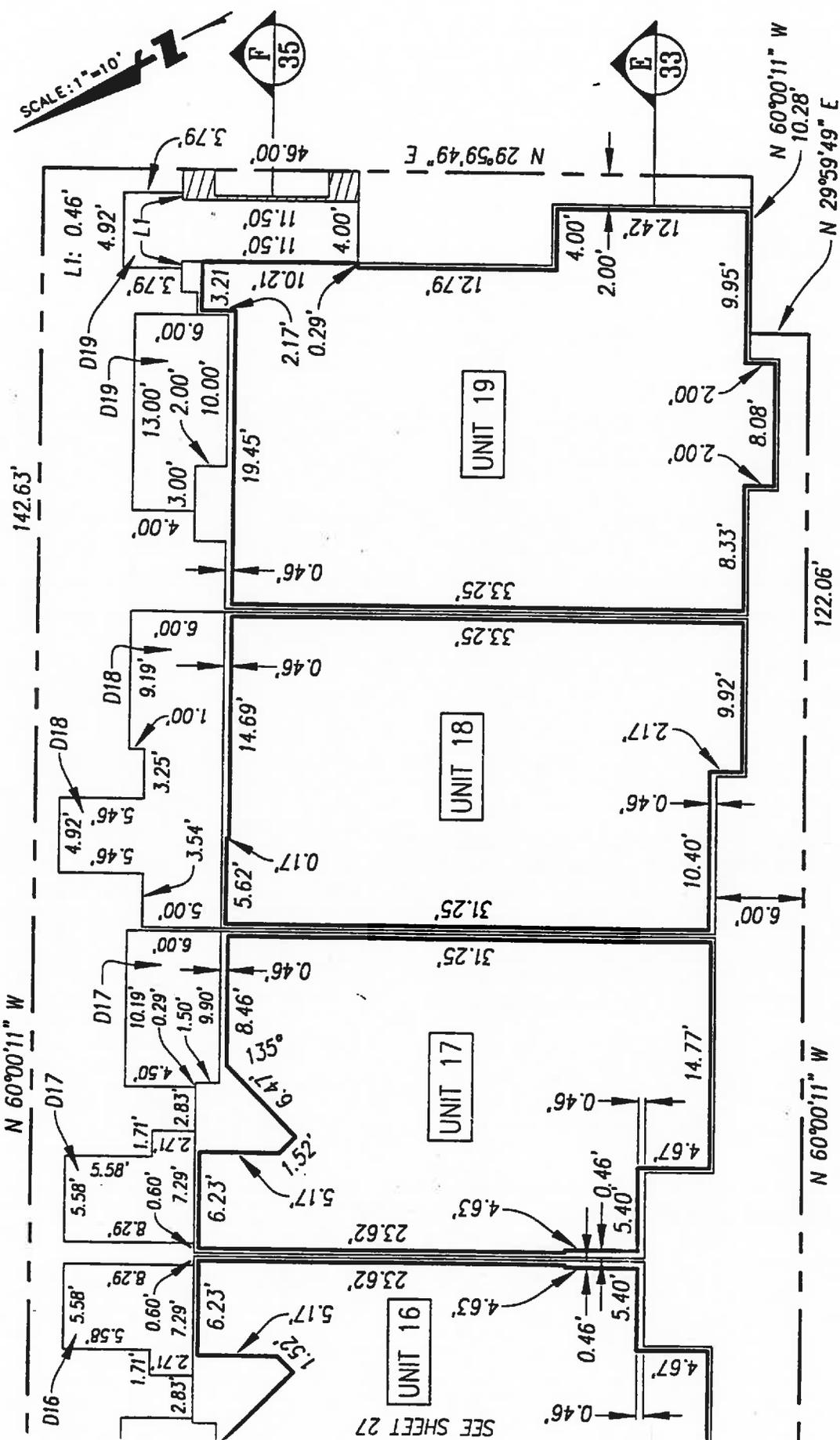
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JUNE 1997 SHEET 27 OF 40 SHEETS

FIRST FLOOR PLAN LOT R5

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. SEE GARAGE FLOOR PLAN FOR AIRSPACE DIMENSIONS



SCALE: 1"=10'



CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

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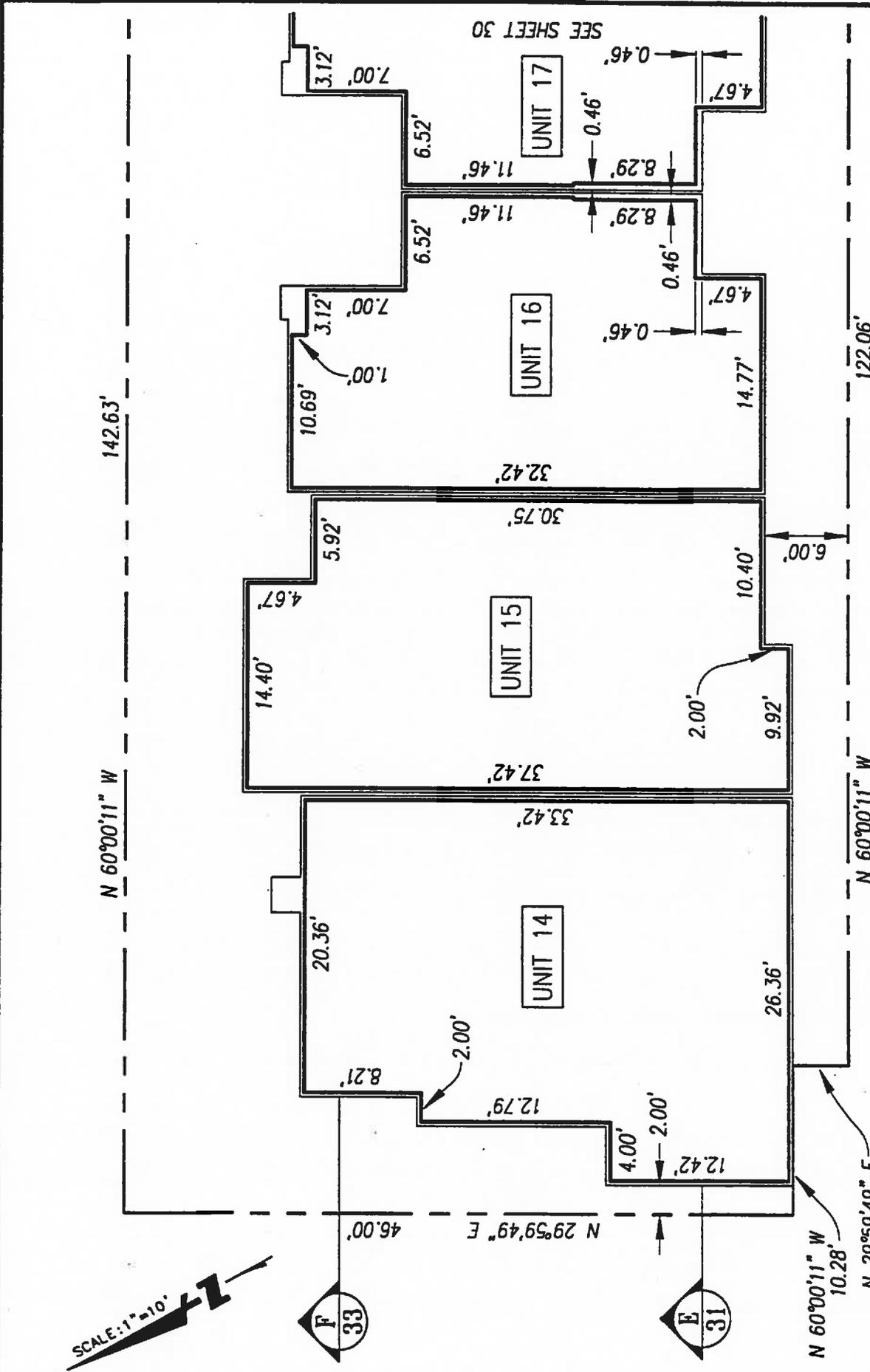
JUNE 1997 SHEET 28 OF 40 SHEETS

FIRST FLOOR PLAN LOT R5

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. SEE GARAGE FLOOR PLAN FOR AIRSPACE DIMENSIONS

SEE SHEET 27

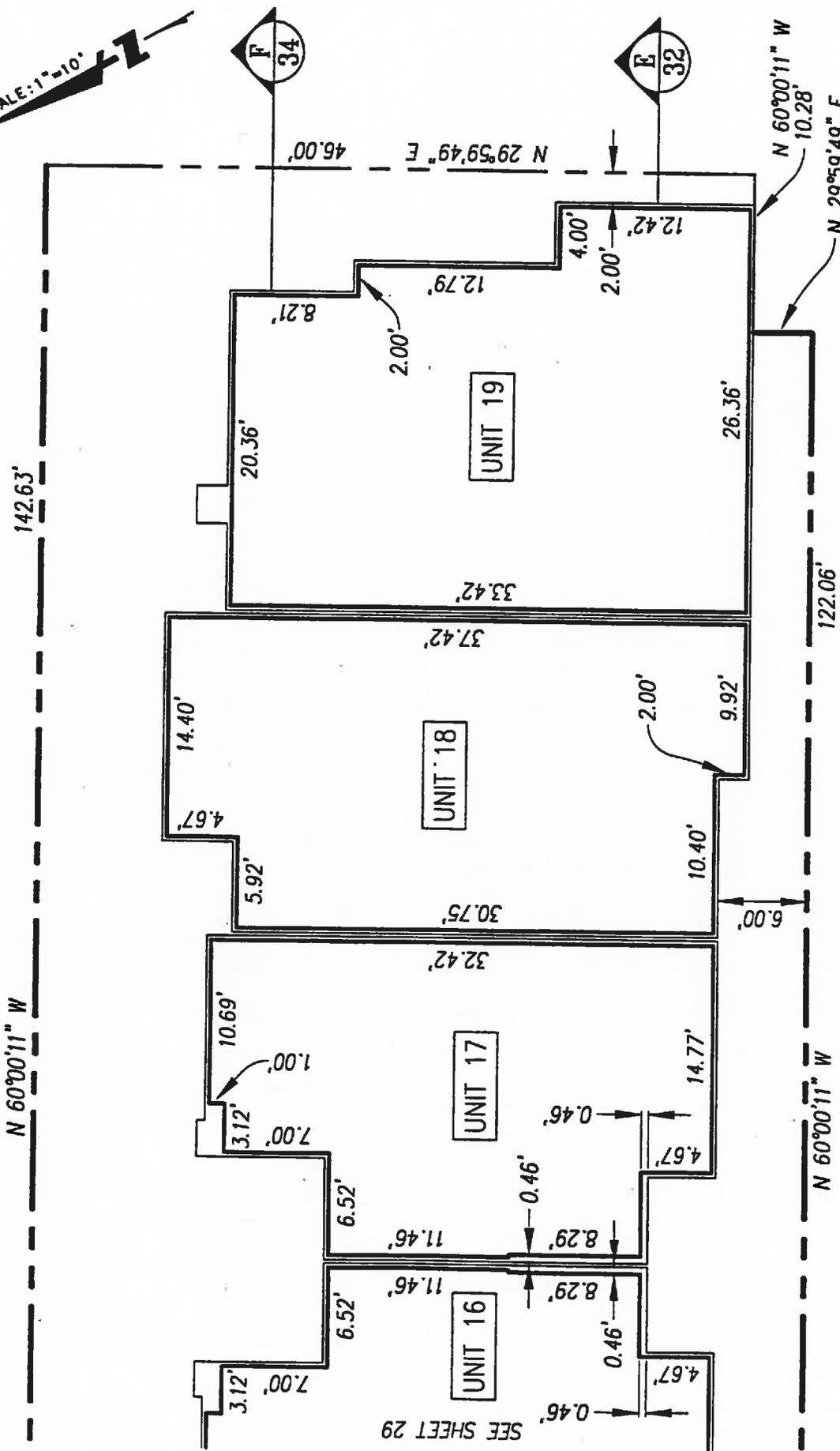
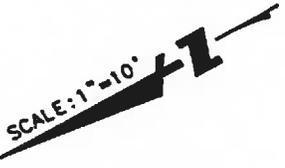


CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA
Brian Kangas Fouk
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 WALNUT CREEK, CA
 JUNE 1997 SHEET 29 OF 40 SHEETS

SECOND FLOOR PLAN LOT R5

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. SEE GARAGE FLOOR PLAN FOR AIRSPACE DIMENSIONS



CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A".
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

Brian Kangas Fouk

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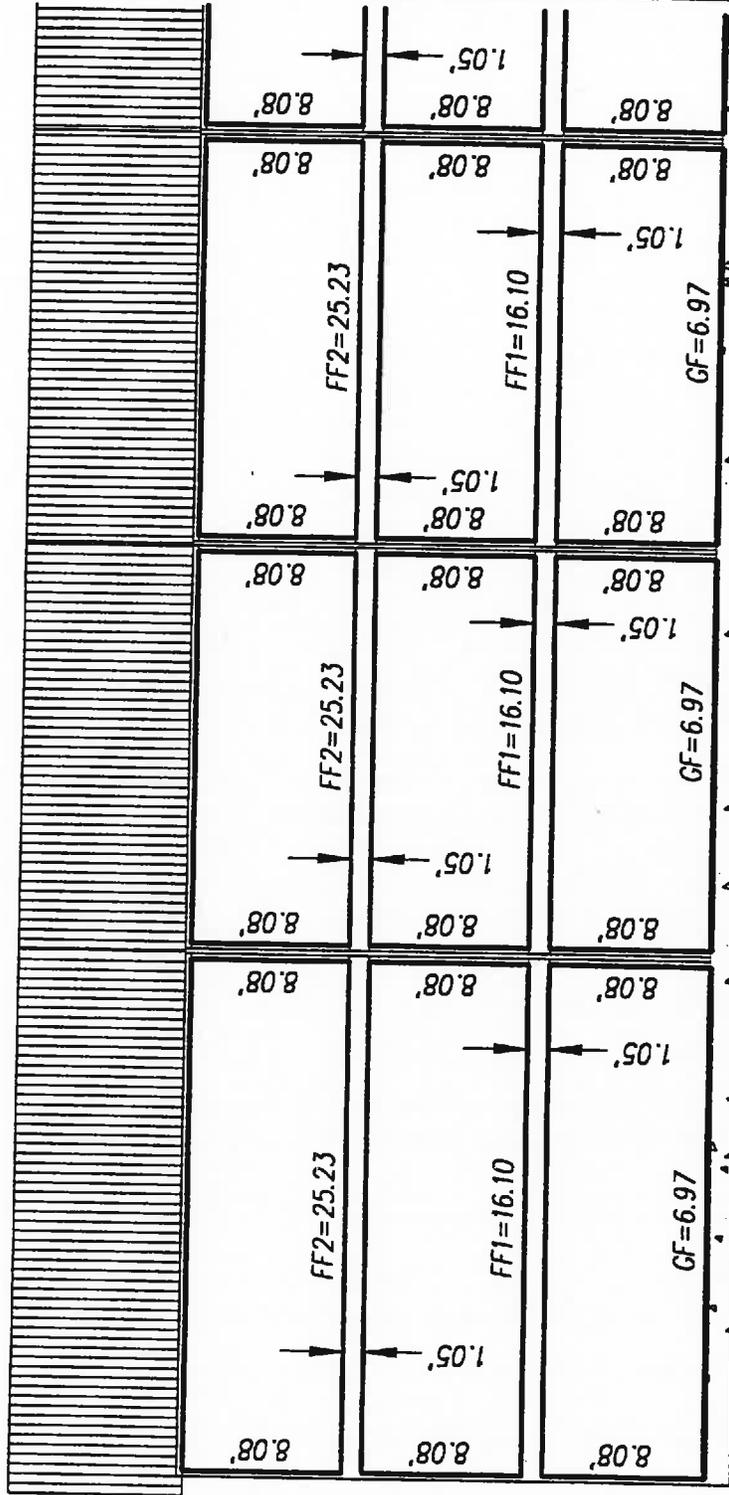
JUNE 1997 SHEET 30 OF 40 SHEETS

SECOND FLOOR PLAN LOT R5

NOTES:

1. UNLESS OTHERWISE NOTED, WALL THICKNESS IS 0.29' (3-1/2")
2. SEE GARAGE FLOOR PLAN FOR AIRSPACE DIMENSIONS

SEE SHEET 29



SEE SHEET 32

UNIT 16

UNIT 15

UNIT 14

SECTION "E" - "E"

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A"
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

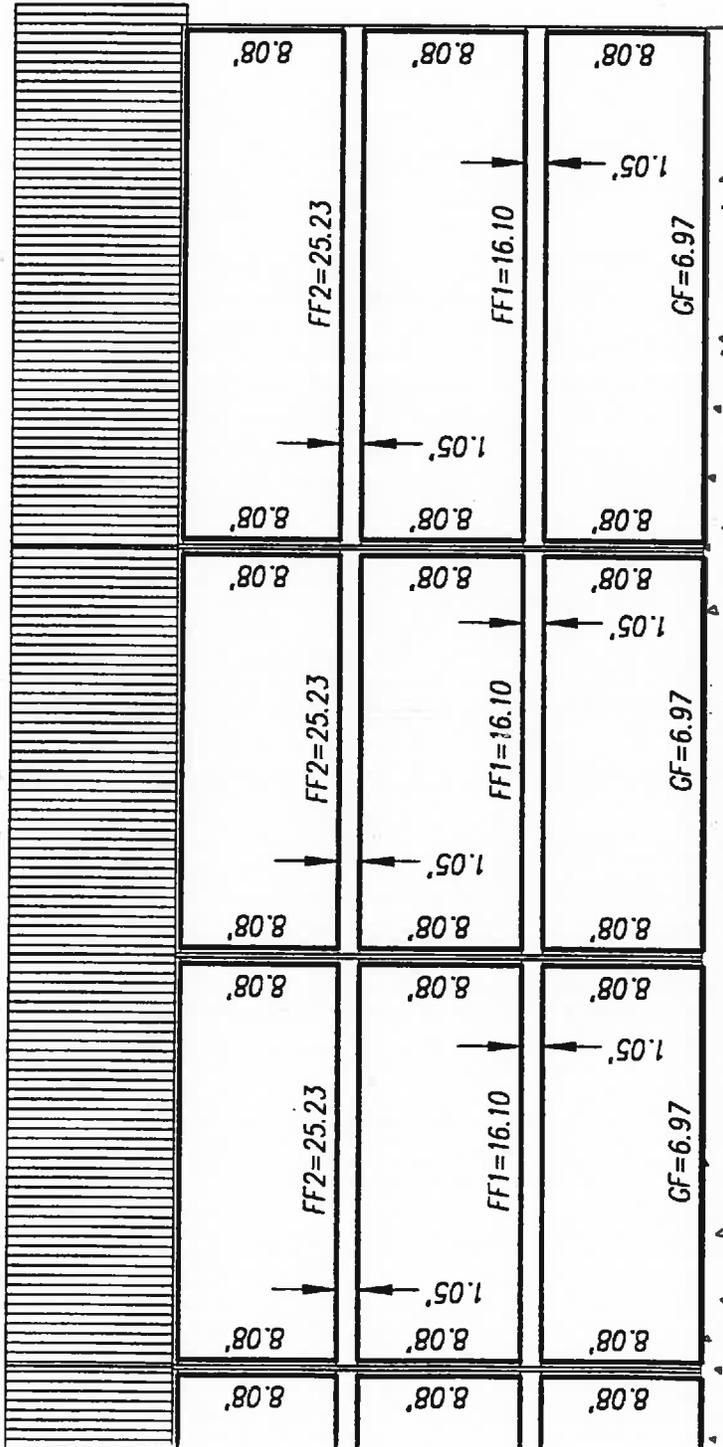
Brian Kangas Foulk

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 WALNUT CREEK, CA

JUNE 1997 SHEET 31 OF 40 SHEETS

NOTES:

1. GARAGE FLOORS SLOPES -2" FROM REAR WALL TO GARAGE DOOR ELEVATION SHOWN IS AT REAR WALL OF GARAGE.



SEE SHEET 31

UNIT 17

UNIT 18

UNIT 19

SECTION "E" - "E"

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A".

CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

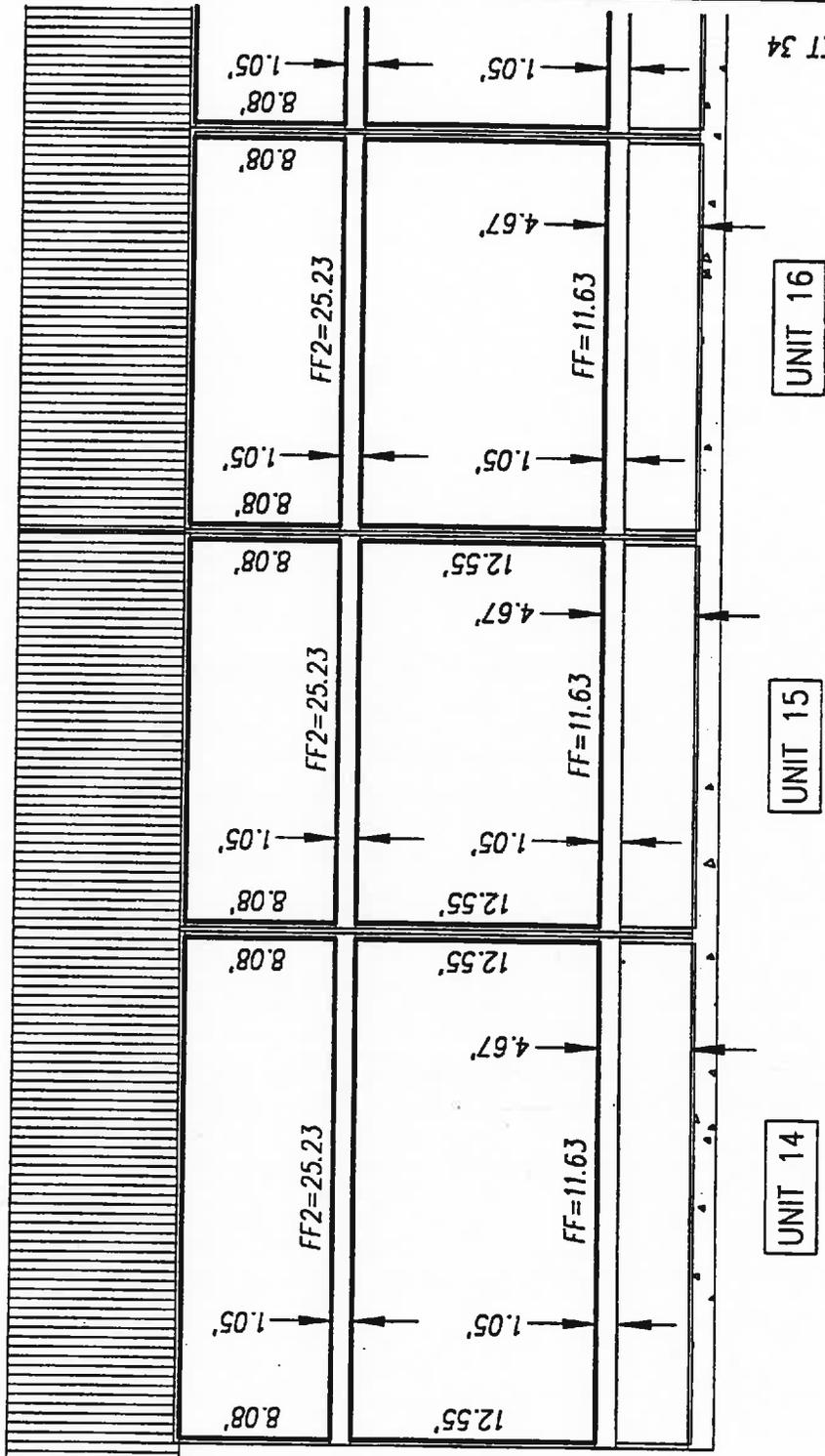
Brian Kangas Foulk

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 WALNUT CREEK, CA

JUNE 1997 SHEET 32 OF 40 SHEETS

NOTES:

1. GARAGE FLOOR SLOPES -2" FROM REAR WALL TO GARAGE DOOR. ELEVATION SHOWN IS AT REAR WALL OF GARAGE.



SEE SHEET 34

SECTION "F" - "F"

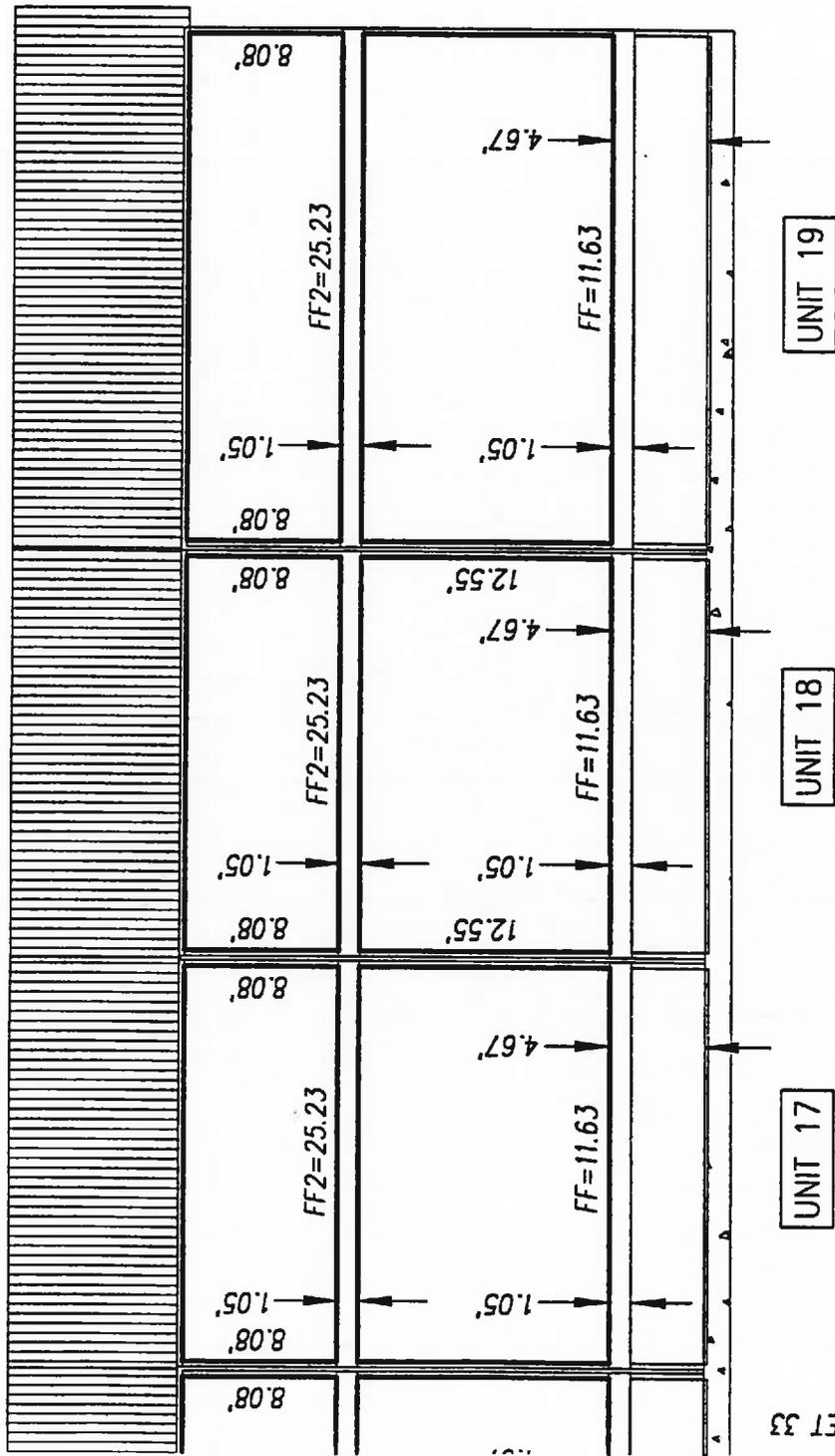
CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A".
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

Brian Kangas Fouk
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WALNUT CREEK, CA
 JUNE 1997 SHEET 33 OF 40 SHEETS

NOTES:

1. GARAGE FLOORS SLOPES -2" FROM REAR WALL TO GARAGE DOOR ELEVATION SHOWN IS AT REAR WALL OF GARAGE.

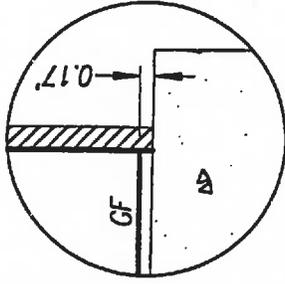
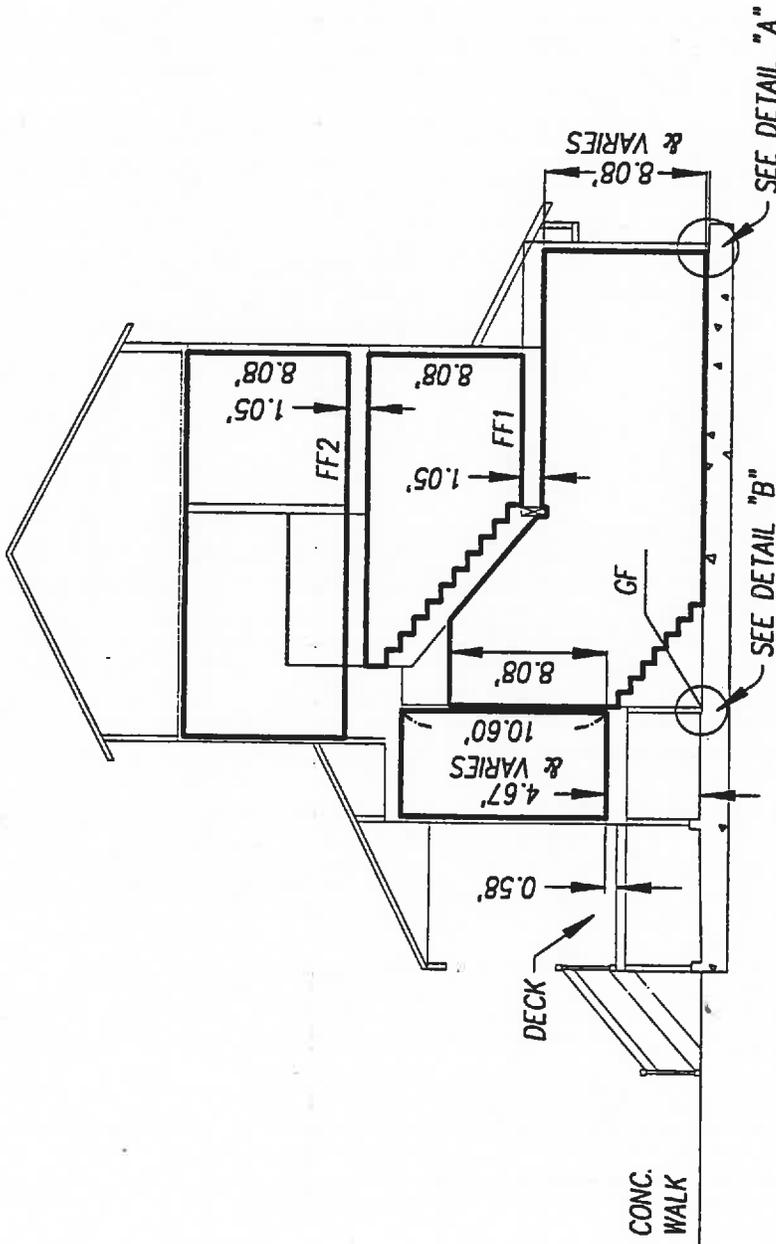


SEE SHEET 33

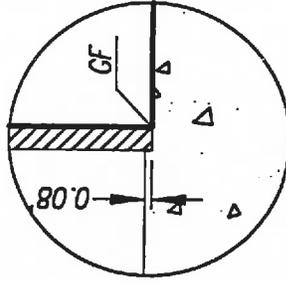
SECTION "F" - "F"

CONDOMINIUM PLAN
 BENICIA MARINA, PHASE 2
 BUILDING PHASE "A".
 CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA
Brian Kangas Fouk
 Engineers • Surveyors • Planners
 WALNUT CREEK, CA
 JUNE 1997 SHEET 34 OF 40 SHEETS

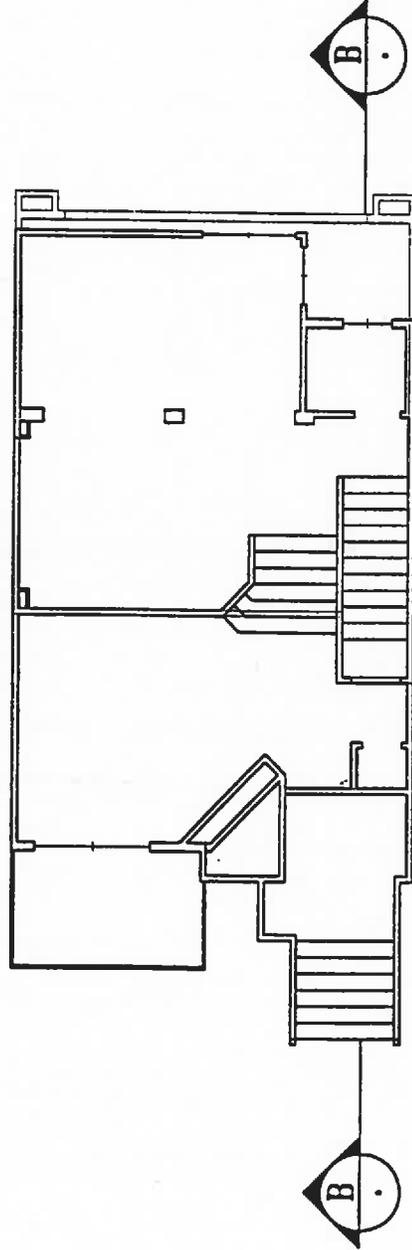
- NOTES:
1. GARAGE FLOOR SLOPES -2" FROM REAR WALL TO GARAGE DOOR. ELEVATION SHOWN IS AT REAR WALL OF GARAGE.



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



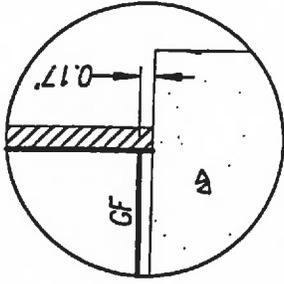
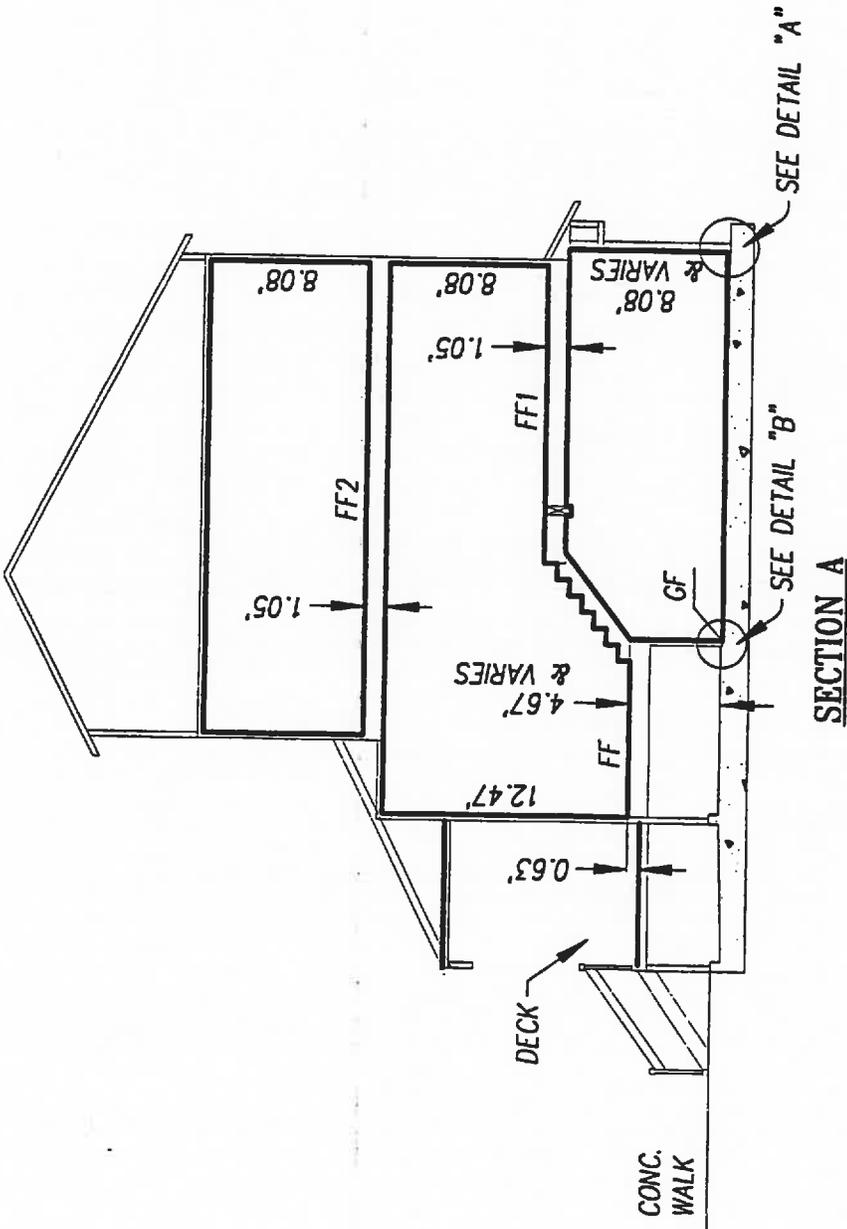
CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A"

CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

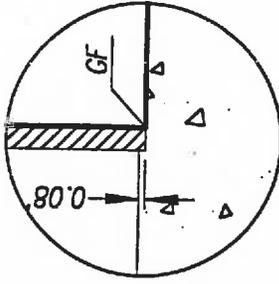
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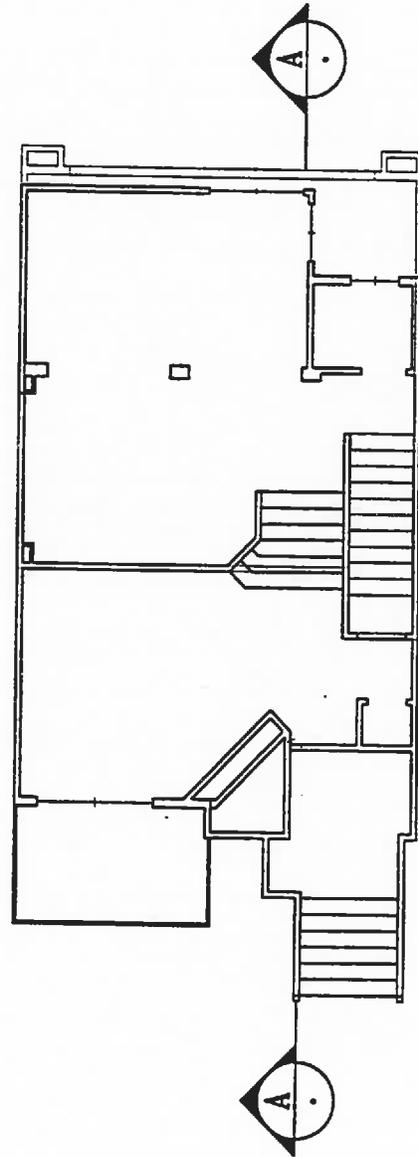
JUNE 1997 SHEET 35 OF 40 SHEETS



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



PLAN 1
UNITS 2, 3, 16 & 17

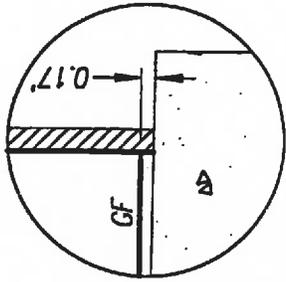
CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A".

CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

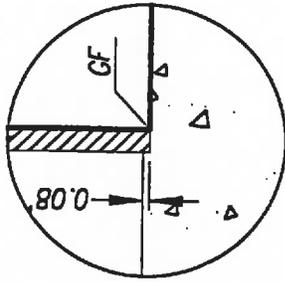
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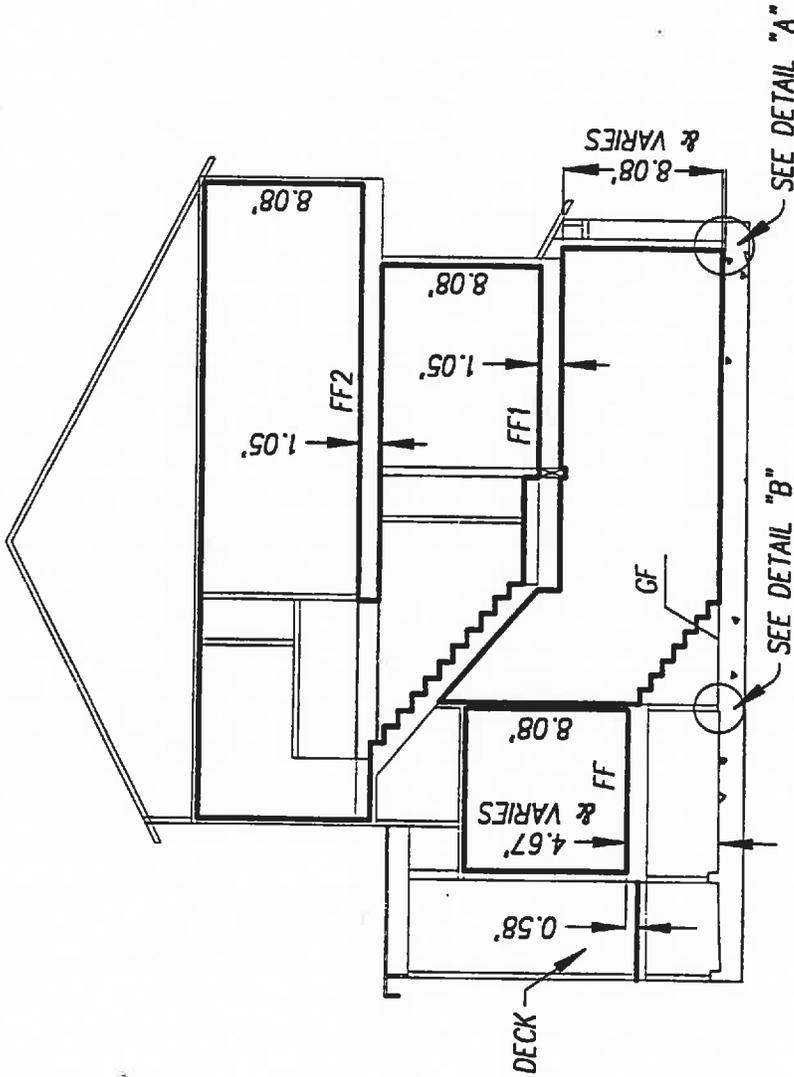
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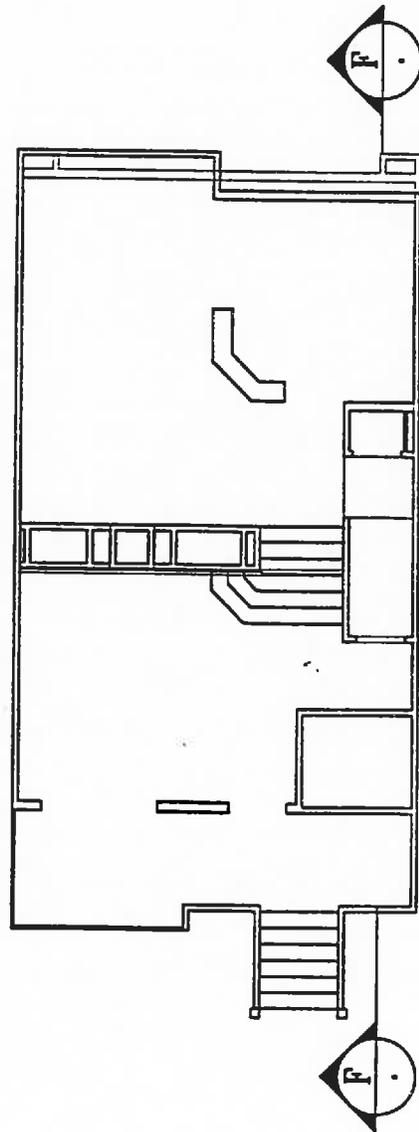
DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



SECTION "F"



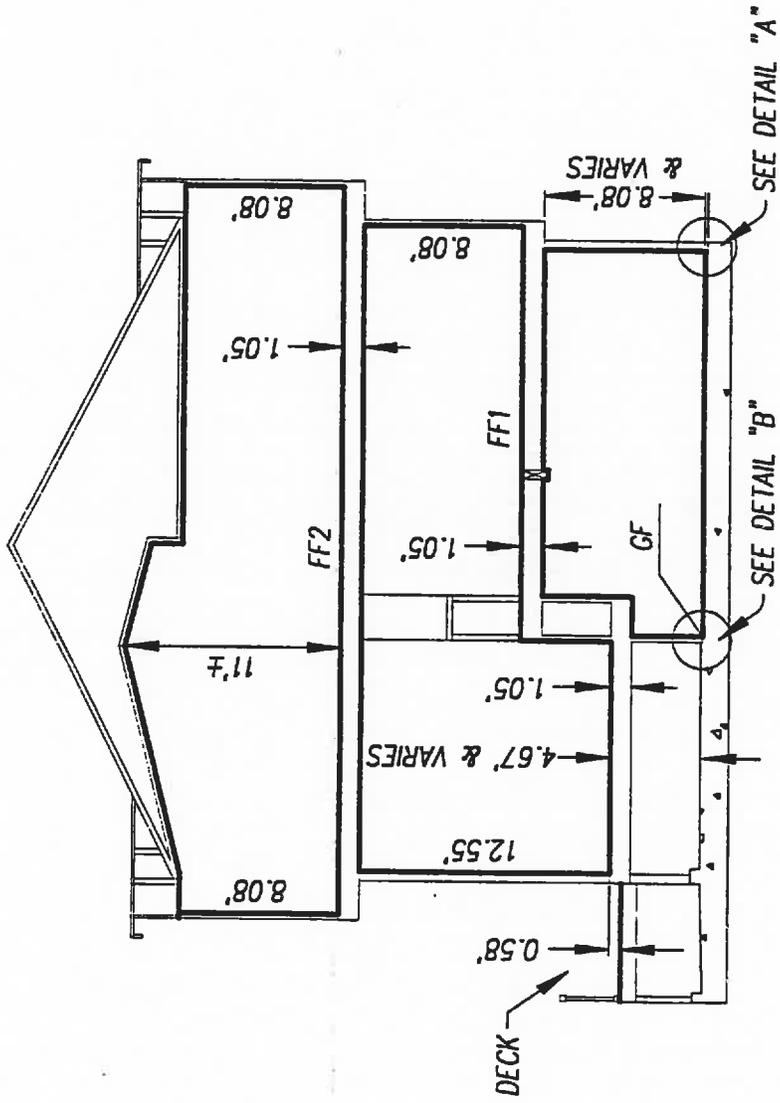
PLAN 2
UNITS 4, 11, 12, 15 & 18

CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A".
CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

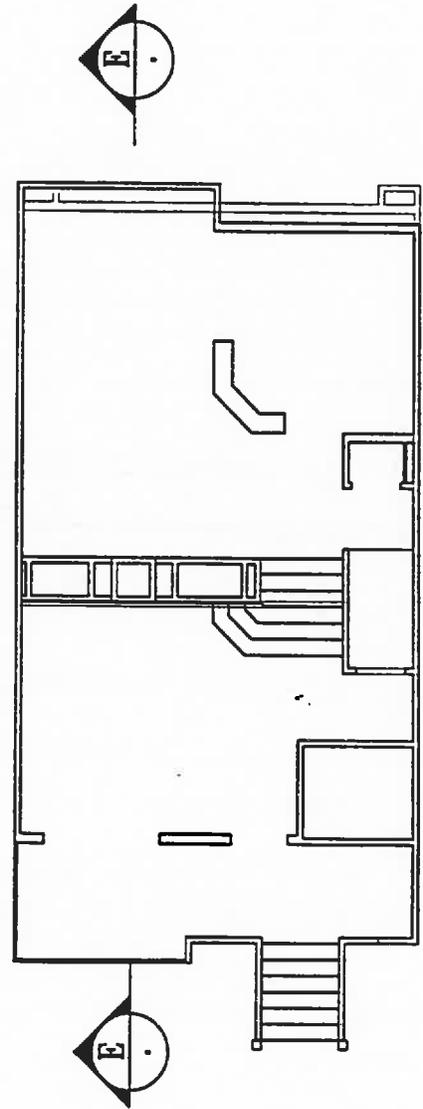
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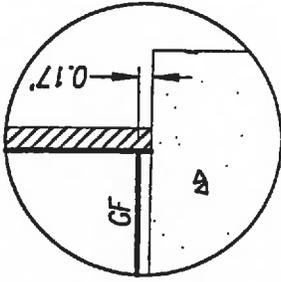
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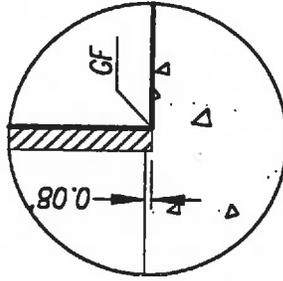
SECTION "E"



PLAN 2
UNITS 4, 11, 12, 15 & 18



DETAIL "A"
NOT TO SCALE



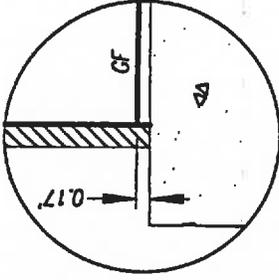
DETAIL "B"
NOT TO SCALE

CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A".
CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

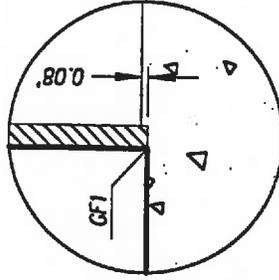
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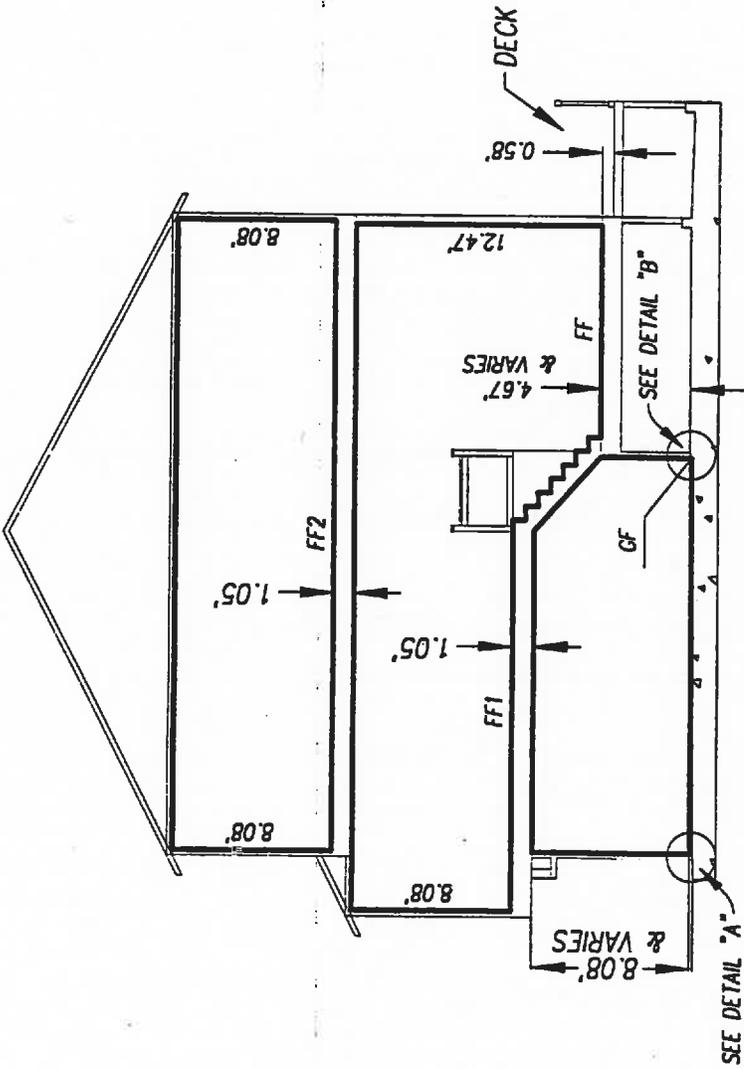
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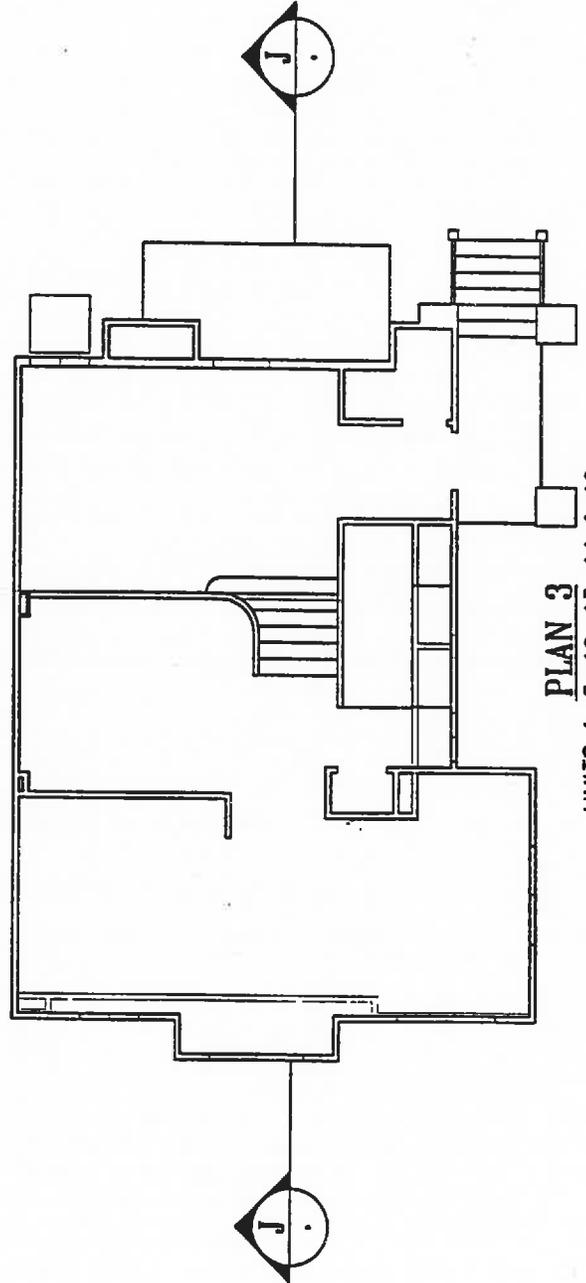
DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



SECTION "J"



PLAN 3
UNITS 1, 5, 10, 13, 14 & 19

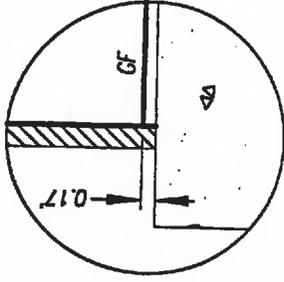
**CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A".**

CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA

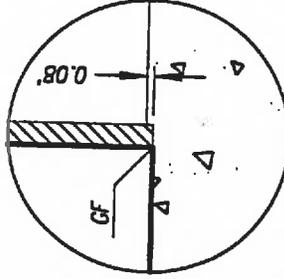
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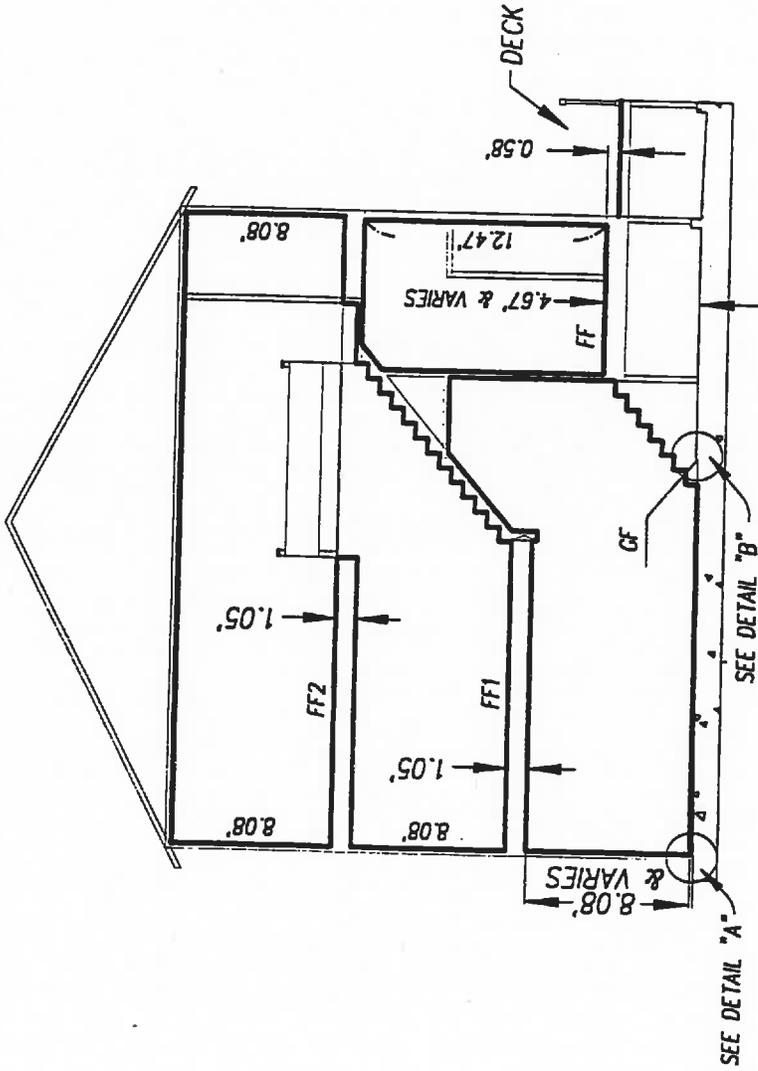
JUNE 1997 SHEET 39 OF 40 SHEETS



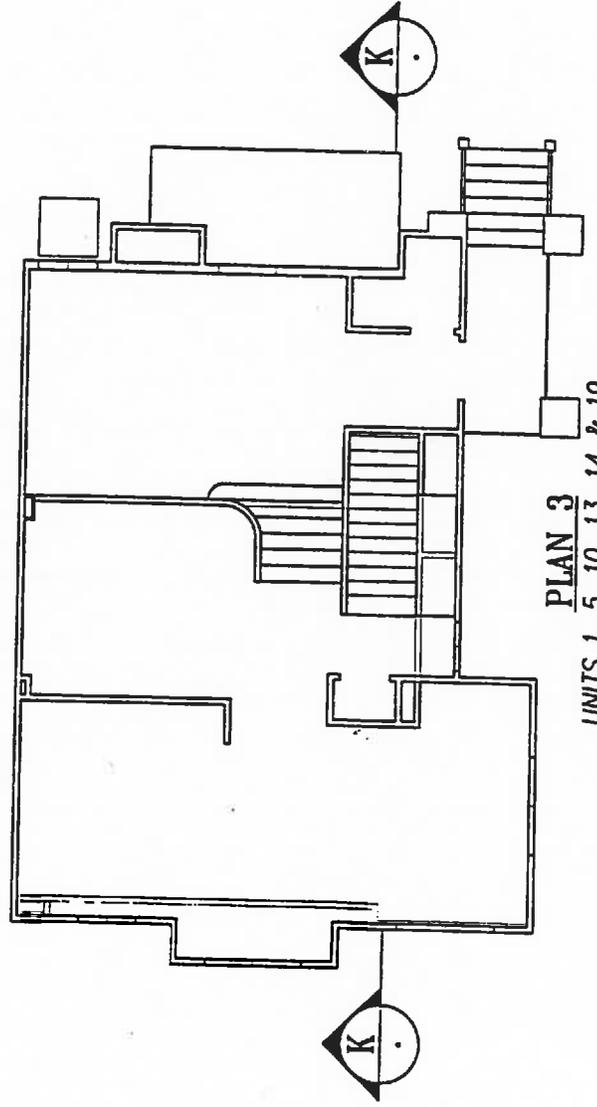
DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



SECTION "K"



PLAN 3
UNITS 1, 5, 10, 13, 14 & 19

CONDOMINIUM PLAN
BENICIA MARINA, PHASE 2
BUILDING PHASE "A".
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