

FINAL DRAFT 12/7/2017

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ST. FRANCIS HOMES ASSOCIATION
c/o

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ST. FRANCIS WOOD**

NOTICE

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the California *Government Code*. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

ST. FRANCIS HOMES ASSOCIATION

FINAL DRAFT 12/7/2017

**AMENDED AND RESTATED
DECLARATION**

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COVENANTS, CONDITIONS AND RESTRICTIONS OF
ST. FRANCIS WOOD**

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1 Francisco, State of California, and more particularly described as set forth in
2 Exhibit "A".
3

4 E. THE MEMBERS, constituting at least a majority of the owners of the Lots within
5 the St. Francis Wood Development, desire to amend, modify, and otherwise
6 change the 1990 Declaration and all Original Declarations pursuant to Section 3
7 of the 1990 Declaration and Clause 14 of each of the Original Declarations as
8 amended by the 1990 Declaration and the Superior Court Order.
9

10 F. THEREFORE, IT IS HEREBY DECLARED that the 1990 Declaration and all
11 Original Declarations shall be, and are hereby, AMENDED AND RESTATED IN
12 THEIR ENTIRETY as set forth in the within Amended and Restated Declaration
13 of Covenants, Conditions and Restrictions of St. Francis Homes Association.
14

15 G. IT IS FURTHER HEREBY DECLARED that all of the real property described in
16 Exhibit "A" constitutes a planned development within the meaning of Section
17 4175 of the California *Civil Code*.
18

19 H. IT IS FURTHER HEREBY DECLARED that all of the real property described in
20 Exhibit "A" is and shall be held, owned, operated, managed, conveyed,
21 hypothecated, encumbered, leased, used, occupied, and improved subject to the
22 following covenants, conditions, and restrictions set forth herein, all of which are
23 declared and agreed to be in furtherance of a plan and purpose of protecting,
24 preserving, and enhancing the value, desirability, and attractiveness of the said
25 real property and every part thereof, and of fostering the development,
26 management, improvement, enjoyment, and sale of the said real property and
27 any part thereof.
28

29 I. IT IS FURTHER HEREBY DECLARED that all of the covenants, conditions, and
30 restrictions set forth herein shall constitute enforceable equitable servitudes as
31 provided in California *Civil Code* section 5975, shall constitute covenants that
32 shall run with the said real property, and shall be binding upon and inure to the
33 benefit of each Owner of any portion of the said real property or the owner or
34 holder of any interest or estate therein and their heirs, successors, and assigns.
35
36

37 **ARTICLE 1** **DEFINITIONS**

38
39 1.1 Additional Charges. "Additional Charges" shall mean all costs, fees, charges,
40 and expenditures including, but not limited to, interest, late charges, attorney
41 fees, recording and filing fees, and all other costs actually incurred by the
42 Association in collecting and/or enforcing payment of Assessments.
43

- 1 1.2 Architectural Committee. “Architectural Committee” shall mean the Committee, if
2 any, appointed pursuant to **Article 7** (“Architectural Approval”).
3
- 4 1.3 Articles. “Articles” shall mean the Amended and Restated Articles of
5 Incorporation of the St. Francis Homes Association, as they may be amended
6 from time to time, and as filed with the Office of the Secretary of State of
7 California.
8
- 9 1.4 Assessments. “Assessments” shall mean any or all of the following: Regular
10 Assessments, Special Assessments, Reimbursement Assessments, and
11 Enforcement Assessments.
12
- 13 1.5 Association. “Association” shall mean the St. Francis Homes Association, a
14 California nonprofit mutual benefit corporation that has been established to
15 govern and manage the planned development commonly known as St. Francis
16 Wood, and the Association’s successors and assigns.
17
- 18 1.6 Board of Directors. “Board of Directors” or “Board” shall mean the governing
19 body of the Association.
20
- 21 1.7 Building Site. “Building Site” shall mean one (1) or more contiguous Lots or
22 portions thereof on which one Dwelling has been constructed as provided in
23 Article 5 and as “Building Site” is more particularly defined in Section 5.16.1.
24
- 25 1.8 Bylaws. “Bylaws” shall mean the Amended and Restated Bylaws of the
26 Association as they shall be duly adopted by the Board of Directors and the
27 Members and any duly-adopted amendments thereof.
28
- 29 1.9 City. “City” shall mean the City and County of San Francisco.
30
- 31 1.10 Civil Code. “*Civil Code*” shall mean the California *Civil Code* as amended from
32 time to time.
33
- 34 1.11 Common Area. “Common Area” shall mean all real property and improvements
35 thereto owned by the Association for the common use and enjoyment of the
36 Owners and Residents of the Development.
37
- 38 1.12 Contract Purchaser / Contract Seller. “Contract Purchaser” and “Contract Seller”
39 shall mean the purchaser and the seller, respectively, under an installment land
40 contract in which title to the property is transferred after the final installment
41 payment is made.
42

1 1.13 Corporations Code. “Corporations Code” shall mean the California *Corporations*
2 *Code* as amended from time to time.

3
4 1.14 County. “County” shall mean the City and County of San Francisco.

5
6 1.15 Declaration. “Declaration” shall mean this Amended and Restated Declaration of
7 Covenants, Conditions and Restrictions of the St. Francis Homes Association,
8 recorded in the Office of the County Recorder of San Francisco County,
9 California, and any duly-recorded amendments thereof.

10
11 1.16 Development. “Development” shall mean all the real property described in this
12 Declaration comprising the St. Francis Wood planned development that is
13 governed and managed by the Association, and any additional real property as
14 may hereafter be brought within the jurisdiction of the Association.

15
16 1.17 Dwelling. “Dwelling” shall mean a structure designed for human residential use
17 and occupancy which is located upon a Lot. The term “Dwelling” shall include
18 any garage, porch, stoop, deck, balcony, entry steps, patio, etc., serving the
19 primary residential structure and any ancillary structures erected on a Lot with a
20 permit from the City and County of San Francisco.

21
22 1.18 Enforcement Assessment. “Enforcement Assessment” shall have the meaning
23 set forth in Section 8.11.

24
25 1.19 Front Street. “Front Street” shall mean, as to any Lot other than a corner Lot, the
26 street, not less than thirty feet (30') in width, upon which the Lot abuts. “Front
27 Street” shall also mean and include Terrace Drive even though it is less than 30
28 feet wide. The “Front Street” as to any corner Lot shall mean that street, not less
29 than thirty feet in width upon which said corner Lot has its shortest frontage.

30
31 1.20 Governing Documents. “Governing Documents” shall mean the Articles, Bylaws,
32 Declaration, and Rules.

33
34 1.21 Individual Delivery / Individual Notice. “Individual Delivery” or “Individual Notice”
35 shall mean delivery to a Member or Members by one (1) of the following
36 methods, as provided in *Civil Code* section 4040:

- 37
38 (a) By first-class mail with postage prepaid, registered or certified mail,
39 express mail, or overnight delivery by an express service carrier,
40 addressed to the recipient at such recipient’s address last shown on the
41 books of the Association, or
42

1 (b) By email, facsimile, or other electronic means if the recipient has
2 consented in writing to that method of delivery. The consent may be
3 02revoked, in writing, by the recipient. Delivery by electronic transmission
4 must also comply with *Corporations Code* sections 20 and 21. Among
5 other things, Section 20 of the *Corporations Code* requires the Association
6 to obtain consent from the person to whom the document is transmitted to
7 receive it by means of electronic transmission as well as other technical
8 requirements.

9
10 1.22 Lot. "Lot" shall mean any plot of land within the properties comprising St. Francis
11 Wood as described in Exhibit "A" upon which a Dwelling has been constructed,
12 with the exception of the Common Area. There are five hundred sixty-one (561)
13 Lots in the Development.

14
15 1.23 Maintenance. "Maintenance" or to "maintain" (whether the term is capitalized or
16 not) shall mean the act of caring for property and keeping it in its existing state,
17 preserving it from failure or deterioration, including painting, caulking, cleaning,
18 and minor, non-structural upkeep. In the case of landscaping, "maintenance" or
19 to "maintain" shall mean regular fertilizing, irrigation, pruning, and other garden
20 management practices necessary to promote healthy plant growth free of weeds
21 or dead or dying plants.

22
23 1.24 Majority of a Quorum. "Majority of a Quorum" shall mean a majority of the votes
24 cast in any lawful vote or election by the Members in which the number of ballots
25 cast equals or exceeds the number required to establish a quorum.

26
27 1.25 Map. "Map" shall mean any of those certain maps listed in Exhibit "C".

28
29 1.26 Member. "Member" shall mean an Owner.

30
31 1.27 Member in Good Standing. "Member in Good Standing" shall mean a Member of
32 the Association who is current in the payment of all Assessments and Additional
33 Charges imposed in accordance with the Governing Documents, and who is in
34 compliance with all of the provisions of the Governing Documents. A Member
35 shall be deemed to be in Good Standing unless, after notice and an opportunity
36 for hearing, pursuant to Article 13 ("Enforcement; Notice; Hearings"), the Board
37 has found the Member to be not in Good Standing and has so notified the
38 Member in accordance with *Civil Code* section 5855.

39
40 1.28 Operating Rules. "Operating Rules" or "Rules" shall mean the policies, rules,
41 and regulations governing the administration, management, operation, use, and
42 occupancy of the Development, including the use of the Common Area and
43 facilities, the personal conduct of Owners and Residents, members of their

1 household, pets, tenants, invitees, and guests within the Development,
2 enforcement of the Governing Documents, and any other matter that is within the
3 jurisdiction of the Association, as adopted, published, or amended by the Board
4 from time to time and subject to applicable law including *Civil Code* section 4340
5 and following.
6

7 1.29 Owner. “Owner” shall mean the record owner, whether one (1) or more persons
8 or entities, of the fee simple title to any Lot, including Contract Sellers but
9 excluding Contract Purchasers, and excluding those persons having such
10 interest merely as security for the performance of an obligation.
11

12 1.30 Parkway. “Parkway” shall mean any of the landscaped strips of land located in
13 certain of the streets in the Development or along the streets in the Development
14 between the curb and the sidewalk.
15

16 1.31 Prohibited Vehicle. “Prohibited Vehicle” shall mean any vehicle that is not
17 permitted in the Development at all as set forth in **Section 5.20.2** (“Prohibited
18 Vehicles”).
19

20 1.32 Regular Assessment. “Regular Assessment” shall have the meaning set forth in
21 **Section 8.7**.
22

23 1.33 Reimbursement Assessment. “Reimbursement Assessment” shall have the
24 meaning set forth in **Section 8.10**.
25

26 1.34 Repair. “Repair” (whether the term is capitalized or not) shall mean the minor
27 restoration of property that is torn, broken, or otherwise damaged, or has
28 sustained wear, tear, or deterioration such that minor restoration is necessary.
29

30 1.35 Replacement. “Replacement” or to “replace” (whether the term is capitalized or
31 not) shall mean substantial reconstruction, restoration, or substitution of the
32 whole or a substantial part of property that has deteriorated or has been
33 damaged or destroyed through usage or through hazard or catastrophe such that
34 it is no longer useable or serviceable in its current condition. In the case of
35 landscaping, “replacement” or to “replace” shall mean the removal and replanting
36 of trees, shrubs, lawns, and other plants that are dead or dying or otherwise not
37 serviceable or the substitution of plants for hardscape or substitution of
38 hardscape for plants.
39

40 1.36 Resident. “Resident” shall mean any person who resides on a Lot within the
41 Development whether or not such person is an Owner.
42

1 1.37 Restricted Vehicle. “Restricted Vehicle” shall mean any vehicle that, while not
2 prohibited altogether from being brought into the Development, is subject to the
3 restrictions as set forth in Section 5.20.3 (“Restricted Vehicles”).
4

5 1.38 Setback. The “Setback” of any building, or other structure, as to any line shall be
6 deemed to be the minimum distance between said building, or other structure,
7 and said line. The “Setback” or any building, or other structure, as to any street
8 shall be deemed to be the minimum distance between said building, or other
9 structure, and the nearest line of said street..
10

11 1.39 Side Street. “Side Street” shall mean, as to any corner Lot, that street, not less
12 than thirty feet (30') in width, upon which said corner Lot has its longest frontage.
13

14 1.40 Special Assessment. “Special Assessment” shall have the meaning set forth in
15 Section 8.8.
16

17 1.41 Total Voting Power. “Total Voting Power” shall mean the total number of votes of
18 all Members entitled to vote at a particular time, calculated on the basis of one
19 (1) vote for each Lot, excluding any Lots as to which an Owner is not then a
20 Member in Good Standing.
21
22

23 **ARTICLE 2 HOMEOWNERS ASSOCIATION**

24
25 2.1 Management and Operation; Bylaws. The Association is an “association” as
26 defined in the Davis-Stirling Act (*Civil Code* section 4080)0 and as such shall
27 have the power and the authority to manage and operate the Development in
28 accordance with the Governing Documents and the provisions of applicable law.
29 The Association shall have all of the powers set forth in the Governing
30 Documents together with general power to do any and all things that a nonprofit
31 mutual benefit corporation may lawfully do under the laws of the State of
32 California, subject only to the limitations upon the exercise of such powers as are
33 expressly set forth in the Governing Documents. Provisions concerning the
34 operation of the Association as a nonprofit mutual benefit corporation are set
35 forth in the Bylaws.
36

37 2.2 Legal Standing. As provided in *Civil Code* section 5980, the Association shall
38 have standing to institute, defend, settle, or intervene in litigation, arbitration,
39 mediation, or administrative proceedings in its own name as a real party in
40 interest, and without joining with it the Owners, in matters pertaining to the
41 following:
42

43 (a) Enforcement of the Governing Documents,

- 1
2 (b) Damage to the Common Area,
3
4 (c) Damage to the separate interests that the Association is obligated to
5 maintain, repair, or replace,
6
7 (d) Damage to a separate interest that arises out of, or is integrally related to,
8 damage to the Common Area or separate interests that the Association is
9 obligated to maintain, repair, or replace.

10
11 2.3 Board's Authority To Resolve Ambiguities. In the event it shall appear that any
12 provision of the Declaration is unclear or uncertain as to its meaning and effect,
13 the Board shall have the authority to interpret such provision and to conclusively
14 resolve such ambiguity.

15
16 2.4 Membership. Every Owner of a Lot shall be a Member of the Association and
17 shall remain a Member thereof until such time as his or her ownership of such
18 Lot ceases for any reason. Fee ownership of a Lot shall be the sole qualification
19 for membership in the Association. Membership shall be appurtenant to and may
20 not be separated from ownership of a Lot and shall not be transferred,
21 encumbered, pledged, alienated, or otherwise hypothecated in any way, except
22 in connection with the sale or encumbrance of the Lot to which it is appurtenant.

23
24 2.5 Voting. Only Members in Good Standing shall be entitled to vote and, only one
25 (1) vote shall be cast for each Lot, as more particularly set forth in the Bylaws.

26
27 2.6 Operating Rules. Subject to applicable law, including *Civil Code* sections 4340
28 through 4370, regarding notice and procedures, the Board shall have the power
29 and the authority to establish, promulgate, amend, repeal, and enforce Rules.

30
31
32 **ARTICLE 3 PROPERTY SUBJECT TO THIS DECLARATION**

33
34 3.1 Legal Description. The property subject to this Declaration and to the jurisdiction
35 of the Association is described in Exhibit "A".

36
37 3.2 Classification of Property. The property subject to this Declaration is a planned
38 development. All of the property subject to the Declaration is divided into the
39 following categories:

- 40 (a) Common Area, and
41
42 (b) Lots.
43

1
2 3.3 Ownership Interest; No Separate Conveyance. The ownership interest of each
3 Lot Owner shall include: (i) a designated Lot and (ii) a Membership in the
4 0110Association. Membership shall be appurtenant to and may not be
5 sepa0010rated from owne001110rship of a Lot and shall not be transferred,
6 encumbered, pledged, alienated, or otherwise hypothecated in any way, except
7 in connection with the sale or encumbrance of the Lot to which it is appurtenant.
8

9
10 **ARTICLE 4 MECHANIC’S LIENS; EASEMENTS**
11

12 4.1 Mechanic’s Lien Against Common Area. In the event there shall be filed against
13 the Common Area a notice of mechanic’s lien for, or purporting to be for, labor or
14 materials alleged to have been furnished or delivered for any Owner within the
15 Development or his or her Lot, such Owner shall forthwith cause such lien to be
16 discharged by payment, bond, or otherwise. If the Owner fails to cause the lien
17 to be discharged, the Board may send written notice to the Owner specifying that
18 unless the Owner causes the lien to be discharged within five (5) days from the
19 date of such notice, the Board may cause the lien to be discharged. Within such
20 five (5) day period, and notwithstanding any other provisions of the Governing
21 Documents concerning notice or hearing, the Owner shall be permitted a hearing
22 before the Board regarding the validity of such lien and any offsets or defenses
23 thereto. At that time, the Board shall determine whether the lien adversely and
24 improperly affects and encumbers the rights and interests of the Association or
25 the other Owners. If the Board of Directors determines that the lien does
26 adversely and improperly affect and encumber such rights and interests and that
27 adequate protection of such rights and interests has not been provided, the
28 Board may cause the lien to be discharged by payment, bond, or otherwise. The
29 Board shall have the right to levy a Reimbursement Assessment against the
30 Owner responsible for causing the lien to be discharged in an amount equal to all
31 amounts paid by the Association together with interest thereon at the legal rate
32 and all costs and expenses paid or incurred in connection therewith, including
33 reasonable attorney fees.
34

35 4.2 Easements in General. Easements are reserved upon the real property
36 comprising the Development for the erection, construction and maintenance of:

- 37
38 (a) Poles, wires and conduits for the transmission of electricity for lighting,
39 telephone and other purposes, and for the necessary attachments in
40 connection therewith;
41 (b) Public and private sewers, storm water drains, land drains and pipes,
42 water and gas mains or pipes; and

1 (c) Any other method of conducting and performing any public or quasi-public
2 utility or function beneath the surface of the ground.
3

4 Such easements and rights-of-way are shown on one (1) or more of the Maps
5 and, except where otherwise indicated thereon or specified in a deed to any
6 portion of the property comprising the Development, shall be built upon the
7 locations affected by said easements and rights-of-way, and said locations shall
8 at all times be open to the Association, which shall have the right of ingress
9 thereto and egress therefrom and the right, privilege and easement of doing
10 whatever may be necessary in, under and upon said locations for the carrying
11 out of any of the purposes for which said easements and rights-of-way are
12 hereby reserved.
13

14 4.3 Other Easements. In addition to all easements reserved and granted on any of
15 the Maps, there are hereby specifically reserved and granted for the benefit of
16 the Lots and Lot Owners in common and for each Lot and Lot Owner severally,
17 and for the Association, as their respective interests shall obtain, the easements,
18 reciprocal negative easements, secondary easements, and rights-of-way as
19 particularly identified in this **Article 4**.
20

21 4.4 Owner's Non-exclusive Easements of Enjoyment. Every Owner of a Lot shall
22 have a non-exclusive easement of use of and enjoyment in, to, and throughout
23 the Common Area of the Development. Each such non-exclusive easement shall
24 be appurtenant to and pass with the title to every Lot, subject to the following
25 rights and restrictions:
26

- 27 (a) The right of the Board to establish and enforce Rules governing the use of
28 the Common Area and facilities thereon;
29
30 (b) The right of the Board to charge reasonable admission and other fees for
31 the use of any facilities situated upon the Common Area;
32
33 (c) The right of the Board to suspend an Owner's right to use the recreational
34 facilities as provided in **Section 13.8** ("Imposing Sanctions");
35
36 (d) The right of the Board, as set forth in **Section 4.6** ("Utility Easements"), to
37 grant and transfer utility easements and rights-of-way in, on, over, or
38 under the Common Area subject to such conditions as may be agreed to
39 by the Board;
40
41 (e) The right of the Board, as set forth in **Section 4.7** ("Board's Power to Grant
42 Easements and Licenses to Owners"), to grant easements, licenses, and
43 rights-of-way upon the Common Area; and

1
2 (f) The right of the Association or its authorized agents, as provided in this
3 Declaration, to perform its obligations under this Declaration, including
4 obligations with respect to construction, Maintenance, Repair, or
5 Replacement for the benefit of the Common Area or the Owners in
6 common.
7

8 4.5 Owner's Right to Full Use of Shared Services. Whenever sanitary sewer,
9 drainage, water, electricity, gas, television receiving or telephone lines or
10 connections, cable and internet equipment, heating or air-conditioning conduits,
11 ducts, or flues are installed within the Development which connections serve
12 more than one (1) Lot, the Owner of each Lot served by said connection shall be
13 entitled to the full use and enjoyment of such portions of said connections as
14 servicing his or her Lot.
15

16 4.6 Utility Easements. There are reserved and there shall exist easements over and
17 under the Development or any portion thereof for the purpose of installing,
18 constructing, erecting, operating, or maintaining thereon, therein, or thereunder
19 overhead or underground lines, cables, wires, conduits, or other devices for
20 electricity, cable television, power, telephone and other purposes, public sewers,
21 storm water drains and pipes, water systems, sprinkling systems, water, heating
22 and gas lines or pipes, and any similar public or quasi-public improvements or
23 facilities, and for any other purposes deemed by the Board to be appropriate and
24 not inconsistent with the purposes and interests of the Association, together with
25 the right to grant and transfer the same and each purchaser, in accepting a deed
26 to a Lot, expressly consents thereto; *provided, however*, that no such easement
27 or rights-of-way may be granted or transferred if it would unreasonably interfere
28 with the use, occupancy, or enjoyment by an Owner or Resident of any Lot and
29 any existing exclusive easements over Common Area appurtenant thereto, if
30 any, without the consent of the Owner(s) affected.
31

32 4.7 Board's Power to Grant Easements and Licenses to Owners. Notwithstanding
33 any other provisions of the Governing Documents, upon the approval of a
34 Majority of the Total Voting Power of the Association, the Board shall have the
35 power in its discretion to grant and convey licenses for use, rights-of-way, and
36 easements in, over, or under the Common Area or any portion thereof to
37 Owners, for such purposes as the Board deems to be appropriate and not
38 inconsistent with the purposes and interests of the Association; *provided,*
39 *however*, that Member approval shall not be required for the Board's grant an
40 exclusive easement over Common Area to any Member for any of the purposes
41 described in *Civil Code* section 4600(b).
42
43

1 **ARTICLE 5** **USE RESTRICTIONS**
2

3 5.1 Use of Common Area Generally. All use of Common Area is subject to the
4 Governing Documents. Subject to the provisions of the Governing Documents,
5 the Common Area shall be held, maintained, and used to meet the common
6 interests of the Owners and the Residents, members of their household, tenants,
7 and guests.
8

9 5.2 No Alteration of Common Area. Except as may be authorized by the Board, no
10 person or entity other than the Association or its duly-authorized agents shall (i)
11 construct, reconstruct, refinish, alter, or maintain any improvement upon the
12 Common Area, (ii) make or create any excavation or fill upon the Common Area,
13 (iii) change the natural or existing drainage of the Common Area, or (iv) plant,
14 remove, or destroy any seed, plant material, tree, shrub, or other vegetation upon
15 the Common Area.
16

17 5.3 No Obstruction of Common Area. The Common Area shall be kept free of
18 rubbish, debris, and other unsightly or unsanitary materials. There shall be no
19 obstruction of any part of the Common Area nor shall anything impair access to
20 the Common Area. Each Owner shall avoid causing any damage to the
21 Common Area.
22

23 5.4 Delegation of Use. Any Owner may delegate his or her rights of use and
24 enjoyment, including easements, in the Development to the members of his or
25 her household, tenants, Contract Purchasers, and guests, subject to the terms of
26 the Governing Documents. It is the express purpose and intent of this **Section**
27 **5.4** to limit the right of use and enjoyment of the Common Area amenities to
28 Residents of the Development and their accompanied guests. Upon the leasing
29 or renting of a Lot, or upon occupancy of a Lot by a Contract Purchaser, the
30 Owner shall be deemed to have delegated and assigned all such rights
31 exclusively to the tenants or Contract Purchasers of such Lot. Any rights of
32 enjoyment that have been delegated by an Owner are subject to suspension to
33 the same extent that rights of Owners are subject to suspension as provided in
34 the Governing Documents.
35

36 5.5 Residential Use. Lots shall be occupied and used only for single family
37 residential purposes.
38

39 5.6 Restriction on Businesses. No business of any kind shall be established,
40 maintained, operated, permitted, or conducted within the Development.
41

1 5.7 Family Day Care Homes. No family day care home for children shall be
2 permitted within the Development except as specifically authorized by California
3 *Health and Safety Code* section 1597.40 and other applicable state statutes.
4

5 5.8 Residential Care Facilities. Except for residential facilities serving six (6) or fewer
6 persons and permitted in accordance with California *Health & Safety Code*
7 sections 1566.3 and 1569.85 and other applicable state statutes, no health care
8 facilities operating as a business or charity and serving the sick, elderly, or
9 physically or developmentally disabled shall be permitted in the Development.
10

11 5.9 Compliance with Laws. Each Owner and Resident shall comply with all
12 requirements of all federal, state, and local governmental authorities and all laws,
13 ordinances, rules and regulations applicable to his or her Lot and Dwelling and
14 the Common Area.
15

16 5.10 Unlawful Conduct, Nuisances, Noise. No unlawful, noxious, harmful, or offensive
17 activities shall be conducted upon or within any part of the Development, nor
18 shall anything be done within the Development which may be or become a
19 nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to
20 any Resident of the Development, or which shall in any way interfere with
21 Residents' use of the Common Area and facilities thereon or the use and
22 enjoyment of their Lots or Dwellings. Without limiting any of the foregoing, no
23 Resident shall permit noise, including but not limited to the barking of dogs, to
24 emanate from the Resident's Lot that would unreasonably disturb another
25 Resident's enjoyment of his or her Lot or of the Common Area. The Association
26 shall not be obligated to enforce this **Section 5.10** when a dispute under the
27 Declaration is solely between neighbors, does not affect others, does not involve
28 Common Area, or is not an emergency. In any violation or dispute involving
29 neighbors, Residents must work with each other to resolve their differences
30 before reporting a violation or dispute to the Association. Resident's complaints
31 to the Association about neighbors must: (a) be in writing; (b) give as much
32 detail as possible concerning the dispute; (c) provide specific information about
33 what informal efforts to resolve the matter were undertaken by the complaining
34 Resident(s); and (d) provide the name, address, phone numbers, and email
35 address of the complaining Resident(s).
36

37 5.11 Conditions Affecting Insurance. Nothing shall be done, placed, or kept within the
38 Development that will increase the rate of insurance or result in the cancellation
39 of insurance under any insurance policy maintained by the Association, or which
40 will be in violation of any governmental statute, ordinance, rule, or regulation. If
41 any Owner or Resident, member of their household, tenant, invitee, or guest shall
42 violate this **Section 5.11**, the Lot Owner shall be liable to the Association for any

1 resulting increase in insurance premiums and any other damages, which may be
2 assessed against the responsible Owner as a Reimbursement Assessment.

3
4 5.12 Requirement of Architectural Approval. As addressed in Article 7 (“Architectural
5 Approval”), construction, installation, modification, or alteration of buildings,
6 outdoor structures, landscaping, and outdoor lighting are subject to prior
7 architectural approval.

8
9 5.13 One Dwelling Per Lot or Building Site. No more than one (1) Dwelling shall be
10 located on any Lot or, provided that the Lots on which a Dwelling is located have
11 an aggregate frontage at least equal to the shortest frontage of any of the original
12 Lots which compose it, on portions of two (2) or more contiguous Lots.

13
14 5.14 Building Restrictions. No building or other structure shall be erected or
15 maintained on any Lot except (a) a private dwelling that is not more than two (2)
16 stories in height, exclusive of finished attic, if any, and with or without a basement
17 or cellar, (b) an outhouse appurtenant to a dwelling, including a garage, that is
18 not more than one (1) story in height. No garage, except as incorporated in and
19 forming a portion of a Dwelling or any other ancillary structure on a Lot, shall be
20 located within the front half of any Lot.

21
22 5.15 Fences and Boundary Walls. No fence or boundary wall upon any Lot shall have
23 a height greater than six feet (6') above the graded surface of the ground upon
24 which such fence or wall is located. Nor shall any tight wall or tight fence located
25 within any setback area on any Lot as to any front street have a height greater
26 than four feet (4') above the graded surface of the ground upon which such fence
27 or wall is located.

28
29 5.16 Free Spaces. There shall be a free space on both sides of a Dwelling on each
30 Lot or Building Site at least equal to the required side setback for the Dwelling on
31 each such Lot or Building Site, which Free Space shall be independent of any
32 Free Space pertaining to or required for any other Dwelling.

33
34 5.16.1 Description of Building Sites. The term “Building Site” is more
35 particularly explained as follows:

36
37 **In the Property Shown on Map of St. Francis Wood in San**
38 **Francisco**

39
40 A Building Site is portions of one (1) or more contiguous Lots, provided
41 that the Building Site has a frontage at least equal to the shortest
42 frontage of any of the original Lots within such property.
43

1 **In the Property Shown on Map of St. Francis Wood Extension No.**
2 **1**

3
4 A Building Site is either a Lot as shown on the Map or a parcel
5 composed as follows:
6

- 7 (a) A portion of a Lot other than a corner Lot, provided that such
8 parcel shall have a frontage of not less than fifty feet (50'); or
9 (b) Portions of any one (1) or more contiguous Lots other than
10 corner Lots, provided that such parcel shall have a frontage
11 of not less than fifty feet; or
12 (c) Any two (2) or more contiguous Lots, or any Lot or
13 contiguous Lots and a portion or portions of any Lot or Lots
14 other than a corner Lot and contiguous to said Lot or Lots.
15

16 **In the Property Shown on Map of St. Francis Wood Extension No.**
17 **2**

18
19 A Building Site is either a Lot as shown on the Map or a parcel
20 composed as follows:
21

- 22 (a) A portion of a Lot other than a corner Lot, provided that such
23 parcel shall have a frontage of not less than forty feet (40');
24 or
25 (b) Portions of any two (2) or more contiguous Lots other than
26 corner Lots, provided that such parcel shall have a frontage
27 of not less than forty feet; or
28 (c) Any two or more contiguous Lots, or any Lot or contiguous
29 Lots and a portion or portions of any Lot or Lots other than a
30 corner Lot and contiguous to said Lot or Lots.
31

32 **In the Property Shown on Map of St. Francis Wood Extension No.**
33 **3**

34
35 A Building Site is either a Lot as shown on the Map or a parcel
36 composed as follows:
37

- 38 (a) A portion of a Lot other than a corner Lot, provided that such
39 parcel shall have a frontage of not less than fifty feet (50'); or
40 (b) Portions of any two (2) or more contiguous Lots other than
41 corner Lots, provided that such parcel shall have a frontage
42 of not less than fifty feet; or

1 (c) Any two or more contiguous Lots, or any Lot or contiguous
2 Lots and a portion or portions of any Lot or Lots other than a
3 corner Lot and contiguous to said Lot or Lots.
4

5 5.16.2 No Encroachment on Free Spaces. No portion of any Dwelling, except
6 eaves, open pergolas or uncovered porches, stoops or steps shall
7 encroach upon any Free Space.
8

9 5.16.3 Width of Free Space. The aggregate width of any Free Space on both
10 sides of a Dwelling shall be not less than one-fourth (1/4) of the width
11 of the Lot or Building Site on which said Dwelling is located and the
12 minimum width of the Free Space on either side of the Dwelling shall
13 be not less than one-tenth (1/10) of the width of such Lot or Building
14 Site, except that within the property shown on the Map of St. Francis
15 Wood Extension No. 3 as to any corner Lot the minimum width of the
16 Free Space fronting on a side street shall be not less than ten feet
17 (10').
18

19 5.17 Animals.
20

21 5.17.1 No Commercial Purposes. No animals shall be kept, bred, or
22 maintained within the Development for any commercial purpose.
23

24 5.17.2 Control of Pets. While in Common Areas each dog must be restrained
25 on a leash held by a responsible person capable of controlling the dog.
26

27 5.17.3 No Outside Structures for Animals. No animal cages, dog houses, dog
28 runs, or other devices or structures for the care, housing, or
29 confinement of any animal shall be permitted on any portion of the
30 Common Areas.
31

32 5.17.4 No Outside Feeding of Animals. There shall be no feeding of ducks,
33 geese, deer, or any other non-domesticated animals within the
34 Development. In order to control feral cats, raccoons, vermin, and
35 other stray animals within the Development, no pet shall be fed outside
36 a Dwelling and no animal food shall be kept or placed outside
37 anywhere within the Development, except for approved bird feeders.
38 Pet feeding stations may not be kept in a garage if the garage door is
39 left open permitting animals to access the feeding station.
40

41 5.17.5 Responsibility for Pets. The owner of each pet shall be responsible for
42 immediately removing and disposing of any waste introduced to any
43 portion of the Development by such pet. Owners, their tenants, and

1 guests shall prevent their pets from soiling any portion of the Common
2 Area and shall immediately clean up any mess left by their pet.

3
4 5.17.6 Indemnification Regarding Pets. Each Owner, Resident, and any
5 person bringing or keeping an animal within the Development shall be
6 absolutely liable to the Association and all other persons for any injury
7 or damage to persons or property caused by the animal brought upon
8 or kept upon the Development by such person or by members of his or
9 her household, tenants, invitees, or guests. To the fullest extent
10 permitted by law, each Owner agrees to and shall indemnify and
11 defend the Association, its officers, directors, employees, and agents
12 and shall hold them harmless from and against any cost, loss, claim, or
13 damages of any kind, arising out of or resulting from the presence or
14 conduct of any animal brought upon or kept within the Development by
15 the Owner, members of his or her household, tenants, invitees, or
16 guests, including any claims for consequential damages, and any
17 claims arising or alleged to arise out of the enforcement or non-
18 enforcement by the Association of the Governing Documents, including
19 but not limited to the restrictions on animals contained in this **Section**
20 **5.17**. Any amounts owed pursuant to this **Section 5.17.6** may be
21 assessed as a Reimbursement Assessment.

22
23 5.17.7 Removal of Nuisance Pets. The Association shall have the right to
24 prohibit the keeping of any animal which, after the responsible Owner
25 or Resident has an opportunity for a hearing called by the Board
26 pursuant to **Section 13.11** ("Hearing Called by the Board; Executive
27 Session; Open Meeting"), is found by the Board to be a nuisance.

28
29 5.17.8 Pet Rules. The Board may adopt and enforce pet Rules in addition to
30 the provisions of this **Section 5.17**.

31
32 5.18 Trash Disposal. Trash, garbage, accumulated waste plant material, other waste
33 and refuse, and recyclable waste shall be deposited only in containers provided
34 for that purpose by the garbage collection service. Such containers shall be
35 located in an appropriate area upon each Lot and concealed from view. No
36 Owner or Resident shall permit or cause any garbage, trash, or other waste or
37 refuse to be kept upon any portion of any Lot or elsewhere in the Development,
38 except in such containers. Furniture, appliances, water heaters, construction or
39 remodeling debris, and other bulky items must be properly disposed of off-site by
40 the Owner or Resident at his or her sole expense and shall not be placed in
41 waste containers in the Development.

1 5.19 Signs, Banners, Flags. Only the following types of signs, posters, banners, or
2 flags may be displayed to the public view from any portion of the Development:

- 3
- 4 (a) Signs required by legal proceedings;
- 5
- 6 (b) A noncommercial sign or poster no larger than nine (9) square feet in size
7 or a noncommercial flag or banner no larger than fifteen (15) square feet
8 in size, displayed upon a Lot or Dwelling, and limited to the fullest extent
9 permitted by *Civil Code* section 4710;
- 10
- 11 (c) A single sign of customary and reasonable dimension and design,
12 complying with the provisions of any applicable ordinance and the
13 Architectural Rules, if any, and reasonably located on a Lot advertising a
14 Lot for sale or rent;
- 15
- 16 (d) Other signs which by law cannot be prohibited;
- 17
- 18 (e) A flag of the United States, as provided in *Civil Code* section 4705;
- 19
- 20 (f) Political candidate and issue signs located on an Owner's Lot, provided
21 such signs shall not be installed on a Lot more than thirty (30) days prior
22 to the first day of voting in the applicable election and must be removed
23 the day after the applicable election. Political signs shall comply with
24 clause (b) of this **Section 5.19**;
- 25
- 26 (g) A single identification sign which has been approved by the Board or the
27 Architectural Committee (if any) located on a Lot identifying the number or
28 address of the Lot and/or the names of the occupants;
- 29
- 30 (h) Signs approved by the Board as required for traffic control and regulation
31 of streets or open areas within the Development; and
- 32
- 33 (i) Signs on the Common Area as approved by the Board for a purpose
34 reasonably related to the affairs of the Association, including signs located
35 at or near any entrance to the Development identifying the Development.

36

37 5.20 Vehicles and Parking.

- 38
- 39 5.20.1 Oversized Vehicles. No vehicle that is too large to be parked entirely
40 within a garage or entirely within a designated parking space (including
41 but not limited to trailers, campers, mobile homes, and commercial
42 vehicles and trucks) shall be permitted to remain anywhere within the
43 Development, except that such vehicle may be parked temporarily (not

1 to exceed 4 hours) for purposes of loading or unloading, provided such
2 vehicle does not interfere with the safe ingress and egress of
3 pedestrians and vehicular traffic within the Development.
4

5 5.20.2 Prohibited Vehicles. Prohibited Vehicles may not be brought into the
6 Development. The following types of vehicles are Prohibited Vehicles:
7 (i) dilapidated or inoperable vehicles and (ii) unreasonably noisy
8 vehicles, vehicles that emit foul-smelling or offensive exhaust fumes.
9

10 5.20.3 Restricted Vehicles. Restricted Vehicles shall not be kept or parked
11 anywhere within the Development except entirely inside a garage. The
12 following types of vehicles are Restricted Vehicles: (i) unregistered
13 vehicles; (ii) campers, mobile homes, motor homes, recreational
14 vehicles, (iii) trailers, and (iv) boats.
15

16 5.20.4 Parking. The primary parking facility for Residents of each Lot is the
17 garage of the Dwelling.
18

19 5.20.5 Vehicle Repairs. No motor vehicles or boats shall be constructed,
20 reconstructed, repaired, or serviced within the Development except in
21 the garage of a Dwelling.
22

23 5.21 Outbuildings. In no event shall any outbuilding, shed, garage or similar structure
24 be used for human occupancy, either temporarily or permanently.
25

26 5.22 Setback of Structures. The setbacks of structures as set forth on Exhibit "E" shall
27 be maintained on the applicable Lots at all times.
28

29 **ARTICLE 6 RENTING OR LEASING**

30
31
32 6.1 Requirements for Renting. Any Owner renting his or her Lot shall comply with
33 the provisions of this **Section 6.1**.
34

35 6.1.1 Written Lease. An Owner renting his or her Lot shall do so pursuant to
36 a written lease or rental agreement. Each lease or rental agreement
37 shall expressly provide:
38

39 (i) for an initial term of at least six (6) months;

40 (ii) that its terms are subject to all of the provisions of the
41 Governing Documents; and
42
43

1 (iii) that failure of the tenant, members of the tenant's household,
2 invitees, or guests to comply with applicable provisions of the
3 Governing Documents shall constitute a default under the terms
4 of such lease or rental agreement.
5

6 6.1.2 Provide Governing Documents to Tenants. An Owner renting his or
7 her Lot shall provide the tenant(s) with a copy of the Governing
8 Documents and any subsequent changes thereto.
9

10 6.1.3 Affidavit of Tenants. Upon request by the Association, the Owner shall
11 cause all tenants and occupants during the term of any rental to
12 execute and submit to the Association an affidavit or certificate in a
13 form prescribed by the Association, which includes the following and
14 such other matters as are reasonably required by the Association: (i)
15 that he/she/they acknowledge that he/she/they have received copies of
16 the Governing Documents, (ii) that he/she/they understand that the
17 lease is expressly subject to all the provisions of the Governing
18 Documents, and (iii) that he/she/they understand that the breach of
19 any provision of the Governing Documents shall constitute a default
20 under the lease.
21

22 6.2 No Transient Rentals. No Owner shall be permitted to lease, rent, or otherwise
23 operate his or her Lot or any portion thereof for transient or hotel or similar
24 purposes, which shall include, but is not limited to, rental through Airbnb, VRBO,
25 and similar short-terms rental programs, and rental for any period less than thirty
26 (30) days or any rental (even if the term is longer than thirty days) where the
27 occupant of a Dwelling is provided customary hotel services such as room
28 service for food and beverage, maid service, periodic furnishing of clean bed
29 linen and towels, laundry service, or bellboy services. The provisions of this
30 **Section 6.2** shall not be deemed to limit the provisions of **Section 6.1.1** in any
31 way.
32

33 6.3 Rental of Entire Lot. No Owner shall rent or lease less than the entire Lot. The
34 preceding sentence is intended to prohibit the operation of a rooming house or
35 similar operation within the Development. No garage, accessory building, or
36 other facility shall be rented, leased, or hired to anyone who does not have the
37 right of possession of the entirety of the principal building on the Lot. This
38 **Section 6.3** is not intended to prohibit a resident Owner from sharing his or her
39 Lot or Dwelling with a roommate or other person(s) with whom the Owner
40 maintains a common household.
41

42 6.4 No Time Share Arrangements. No Lot or Lots or any portion thereof shall be
43 leased, subleased, occupied, rented, let, sublet, or used for or in connection with

1 any time sharing agreement, plan, program or arrangement, including, without
2 limitation, any so called "vacation license," "travel club," "extended vacation," any
3 other membership or time interval ownership arrangement, or any time-share
4 estate or time-share use as defined in Section 11212 of the California *Business
5 and Professions Code*. The term "time sharing" as used herein shall be deemed
6 to include, but shall not be limited to, any agreement, plan, program, or
7 arrangement under which the right to use, occupy, or possess any Lot or Lots or
8 any portion thereof or Dwelling thereon rotates among various persons, either
9 corporate, partnership, individual, or otherwise, on a periodically recurring basis
10 for value exchanged, whether monetary or like kind use privileges, according to a
11 fixed or floating interval or period of time. This **Section 6.4** shall not be construed
12 to limit the personal use of any Lot or any portion thereof by its Owner and such
13 Owner's social or familial guests.

14
15 6.5 Implementation. Upon request from the Board, each Owner then renting or
16 leasing a Lot shall provide to the Board such information as the Board may
17 reasonably require in order to implement the provisions of this **Article 6** including
18 but not limited to the names of the tenants and the members of the tenant's
19 household and the duration of the lease and/or a copy of the signed lease.

20
21 6.6 Indemnification Regarding Tenant's Actions. Each Owner leasing or renting a
22 Lot shall be strictly responsible and liable to the Association for the actions of
23 such Owner's tenant(s) and other occupants during the term of any lease or
24 rental agreement in or about all Dwellings, Lots, and Common Area and for each
25 tenant's compliance with the provisions of the Governing Documents. No
26 provision of any lease or rental agreement shall relieve the Lot Owner of his or
27 her obligations pursuant to the Governing Documents. To the fullest extent
28 permitted by law, every Owner of a Lot that is occupied by persons other than the
29 Owner pursuant to a rental agreement or lease or otherwise, agrees to and shall
30 indemnify and defend the Association, its officers, directors, employees, and
31 agents and shall hold them harmless from and against any cost, loss, claim, or
32 damages of any kind, arising out of the conduct or presence of the occupants of
33 the Lot upon the Development, including but not limited to any claims for
34 consequential damages, and any claims arising or alleged to arise out of the
35 enforcement or non-enforcement by the Association of the Governing Documents
36 with respect to such occupants. Any amounts owed pursuant to this **Section 6.6**
37 may be assessed as a Reimbursement Assessment against the responsible
38 Owner and his or her Lot.

39
40
41 **ARTICLE 7 ARCHITECTURAL APPROVAL**

1 7.1 Prior Architectural Approval Required. No building, fence, hedge or similar
2 barrier, wall, obstruction, balcony, screen, patio cover, tent, awning, carport
3 cover, improvement or other structure of any kind, no outdoor lighting, no mast,
4 pole, tower, or other projection to the extent restricted by Section 7.2.7 (“Masts,
5 Poles, Towers, Other Projections”), and no landscaping shall be commenced,
6 erected, painted, or installed within the Development, nor shall any exterior
7 addition or change or alteration be made, until the plans and specifications
8 showing the nature, kind, shape, color, height, size, materials, and location of the
9 same have been submitted to and approved in writing by the Board. The
10 requirement of architectural approval shall not apply to improvements made or
11 constructed by or on behalf of the Association.
12

13 7.2 Some Common Architectural Concerns. This Section 7.2 enumerates some
14 common areas of architectural concern. These are examples only and do not
15 represent an exhaustive list of changes that require prior architectural approval.
16 Nothing in this Section 7.2 shall be deemed to limit the generality of Section 7.1
17 (“Prior Architectural Approval Required”).
18

19 7.2.1 Exterior Painting. Prior architectural approval shall be required for
20 repainting or refinishing a structure whether in its existing color scheme
21 or a different scheme.
22

23 7.2.2 Decorative Features. Planter boxes, hanging plants, trellises,
24 fountains, outdoor lighting, sculptures, and similar features are
25 generally acceptable; however, the Board may in its reasonable
26 discretion limit the use of such decorative features if such features are
27 found to be aesthetically offensive, overbearing, or incompatible with
28 surrounding elements.
29

30 7.2.3 Mailboxes; Newspaper Tubes. Mailboxes shall comply with all
31 applicable postal regulations and Architectural Rules, if any. There
32 shall be no free-standing exterior mailboxes or newspaper tubes.
33

34 7.2.4 Window Coverings. In no event shall windows of any structure within
35 the Development be covered with aluminum foil, newspaper, or other
36 similar material. The portion of any drape, shade, curtain, or other
37 window covering that is visible from outside the Residence shall
38 comply with applicable Architectural Rules concerning color, texture, or
39 material.
40

41 7.2.5 Drainage Patterns. No excavation and no alteration or addition of any
42 kind is permitted which alters or may alter existing drainage patterns of
43 existing channels upon, under, and/or across the Development

1 property or any portion thereof through which water in time of storms or
2 otherwise naturally flows or through which water has been caused to
3 flow artificially, without obtaining prior architectural approval.
4

5 7.2.6 No Installations on Roof. Absolutely no installation of any kind,
6 including but not limited to skylights, antennas, or air-conditioning
7 equipment, shall be placed or installed upon any roof without obtaining
8 prior architectural approval.
9

10 7.2.7 Masts, Poles, Towers, Other Projections. No outside mast, pole,
11 tower, or projection of any type attached to any structure that extends
12 above the roof of the structure (with the exception of chimneys and
13 vent stacks) and no outside mast or pole shall be placed or permitted
14 to remain without prior architectural approval.
15

16 7.2.8 Storage Units, Temporary Structures. No shed, tent, temporary
17 structure, cargo container, temporary storage container (“PODS”) shall
18 be erected, maintained, kept, or used anywhere within the
19 Development without the prior architectural approval pursuant to this
20 **Article 7**. Any approved temporary building shall be used only for
21 purposes incidental to approved construction and shall be removed
22 promptly upon completion of the work.
23

24 7.3 Architectural Rules. Subject to the requirements of *Civil Code* section 4340 and
25 following, the Board may from time to time adopt, amend, and repeal rules and
26 regulations to be known as “Architectural Rules.”
27

28 7.3.1 Content of Architectural Rules. Architectural Rules or Design
29 Guidelines shall set forth the standards for architectural review and
30 guidelines for architectural design, placement of buildings and other
31 structures, outdoor lighting, and landscaping, color schemes, exterior
32 finishes and materials, and similar features which are recommended
33 for use in the Development; *provided, however*, that Architectural
34 Rules shall not be in derogation of any minimum standards required by
35 this Declaration.
36

37 7.3.2 Roofs. Any Architectural Rules or Design Guidelines concerning the
38 installation or repair of a roof shall comply with applicable law including
39 *Civil Code* section 4720, if it applies.
40

41 7.4 Architectural Committee. The Board may (but is not required to) appoint an
42 Architectural Committee consisting of at least three (3) Members of the
43 Association at least one (1) of whom may be a director. In the absence of a duly-

1 constituted Architectural Committee, the Board shall perform the functions of the
2 Committee.

3
4 7.4.1 Recommendations to Board. If an Architectural Committee is
5 appointed, it shall review all requests for approval submitted in
6 accordance with this **Article 7** and provide recommendations to the
7 Board concerning the same. The Board has the authority to accept,
8 modify, or reject the Committee's recommendations and shall make
9 the final decision on all requests for approval.

10
11 7.4.2 Committee Deliberations. Unless the Committee as constituted is
12 subject to the open meeting requirements for Board meetings pursuant
13 to *Civil Code* section 4900 and following, the deliberations of the
14 Committee need not be conducted in open meetings.

15
16 7.4.3 Other Duties. The Committee shall also have such other duties and
17 responsibilities as may be assigned by the Board. The Committee
18 members shall serve at the pleasure of the Board.

19
20 7.5 Written Request for Board's Approval. Any Owner proposing to perform any
21 work that requires prior approval pursuant to this **Article 7** shall submit to the
22 Board (or the Committee if one is appointed) a written request setting forth the
23 nature of the proposed work and furnishing such information and documentation
24 as the Board may require depending on the nature and size of the proposed
25 work. Such information and documentation may include but is not limited to: (i)
26 floor plans, (ii) color samples of exterior materials, (iii) specifications, (iv) building
27 plans, (v) wall sections, (vi) exterior elevations, (vii) roof plans, (viii) landscaping
28 plans, (ix) graphics and exterior furnishings, and (x) the Owner's proposed
29 construction schedule.

30
31 7.6 Fees; Professional Consultants. The Board may charge a reasonable fee or fees
32 for review of architectural or landscaping applications, drawings, plans, and
33 specifications which may include the cost of retaining outside consultants
34 including but not limited to architects, engineers, soils experts, or contractors.

35
36 7.7 Meetings. To the extent required by *Civil Code* section 4765 and as provided in
37 *Civil Code* section 4925, an Owner's request for approval shall be considered by
38 the Board in an open Board meeting. The Owner and, in the Board's discretion,
39 other interested persons, may present information relevant to the requested
40 approval.

41
42 7.8 Basis for Decisions; Good Faith. The Board's decisions shall be made in good
43 faith and shall not be unreasonable, arbitrary, or capricious. It is recognized and

1 intended that the Board will employ subjective criteria and judgments in its review
2 of and determination concerning plans and proposals submitted to it. The Board
3 shall make its decisions from the perspective of the interest of the Development
4 as a whole in the fostering of the coherence, value, attractiveness and aesthetic
5 compatibility of all architectural designs and features in the Development, after
6 consideration of such factors the Board reasonably determines to be relevant
7 and after reasonable investigation consistent with the scope and circumstances
8 of the proposal submitted to the Board. The Board shall grant the requested
9 approval only if:

- 10
- 11 (a) The Owner has submitted a complete application;
- 12
- 13 (b) The Board finds that the plans and specifications conform to this
14 Declaration and to the Architectural Rules or Design Guidelines in effect at
15 the time such plans were submitted to the Committee;
- 16
- 17 (c) The Board finds that the proposed work will, if approved, be consistent
18 and compatible with the architectural and aesthetic standards prevailing
19 within the Development and will be in harmony with the external design
20 and appearance of other existing structures and improvements within the
21 Development, and as to location with respect to topography and finished
22 grade elevations; and
- 23
- 24 (d) The Board determines that the proposed work would be consistent with
25 the standards of the Development and the purposes of this Declaration as
26 to quality of workmanship and materials.

27

28 7.9 Decisions in Writing; Timely Decision; Reasonable Conditions. All approvals and
29 rejections of requests for approval shall be in writing and shall be issued by the
30 Board within sixty (60) days from the date of submission of a complete
31 application to the Board. Any approval may include such reasonable conditions
32 as the Board may determine. If a request is rejected, the decision shall include
33 an explanation of the Board's decision.

34

35 7.9.1 Owner's Liability. Each Owner shall be liable to the Association for any
36 damage to the Common Area that results from construction,
37 alterations, or other work done within his or her Lot ("work"). The
38 Association may require that an Owner proposing work within his or
39 her Lot pay to the Association a reasonable deposit to cover potential
40 damage to the sidewalks that may result from the proposed work;
41 however, an Owner's liability for damage to Common Area shall not be
42 limited to the deposit required by the Association.

43

1 7.10 Variances. The Board may, but is not obligated to, grant variances or
2 adjustments in its discretion if necessary to overcome practical difficulties due to
3 topography or other conditions unique to a particular Lot, avoid unnecessary
4 expense, or prevent unnecessary hardship in the application of the provisions of
5 the Declaration; *provided, however*, that such variance or adjustment does not
6 violate the purpose or purposes intended to be served by the standard or criteria
7 being waived in each instance and is in conformity with the intent and purposes
8 of the Declaration and *provided, further*, that no such variance shall constitute a
9 waiver of such provision with respect to any future application whether for the
10 same Lot or any other Lot. Any variance granted by the Board shall be noted in
11 the written approval of the proposed work and may be required by the Board to
12 be recorded in the San Francisco Official Records.
13

14 7.11 Failure of Board to Make Timely Decision. If the Board shall fail to act on a
15 request for approval within the time specified in Section 7.9 (“Decisions in
16 Writing; Timely Decision; Reasonable Conditions”), the Owner shall be entitled to
17 invoke internal dispute resolution pursuant to *Civil Code* section 5910, discussed
18 in Section 13.15 (“Internal Dispute Resolution”); *except that*, (i) in the case of an
19 application for installation or use of a solar energy system subject to *Civil Code*
20 section 714, any application that is not denied by the Board within forty-five (45)
21 days from receipt of a complete application shall be deemed approved; and (ii)
22 in the case of an application for installation of an electric vehicle charging station
23 subject to *Civil Code* section 4745, any application that is not denied by the
24 Board within sixty (60) days from receipt of a complete application shall be
25 deemed approved. Nevertheless, nothing in this Declaration shall be deemed to
26 authorize or permit any Owner to install any solar energy system upon any
27 portion of the Common Area.
28

29 7.12 Failure to Obtain Required Approval. If any work that requires prior approval
30 pursuant to this **Article 7** is performed without such approval having been
31 obtained, the Board shall be entitled to proceed in accordance with the provisions
32 of **Section 7.17** (“Failure to Remedy Non-conformity”) as though the Board had
33 given written notice of non-conformity with approved plans per **Section 7.16**
34 (“Notice of Non-conformity”).
35

36 7.13 Commencement of Approved Work. Upon receipt of written approval, the Owner
37 shall, as soon as practicable, satisfy all conditions of the approval and diligently
38 proceed with the commencement and completion of all approved work. Commencement of the approved work shall occur, in all cases, within six (6)
39 months from the date of such approval. If the Owner fails to comply with this
40 paragraph, any approval previously given shall be deemed revoked unless the
41 Board, upon written request of the Owner made prior to the expiration of the time
42 for commencement of the approved work, extends the time for such
43

1 commencement. The Board shall not grant an extension of time for
2 commencement of the work if the Board finds that there has been a material
3 change in the circumstances upon which the original approval was granted.
4

5 7.14 Completion; Extension of Deadline. The Owner shall complete all approved work
6 within one (1) year after commencement thereof; except that in the case of
7 reconstruction after substantially total destruction of the improvements on a Lot,
8 the construction or reconstruction shall be completed within eighteen (18) months
9 after commencement thereof. The date for completion may be extended as long
10 as such completion is rendered impossible or would result in great hardship to
11 the Owner due to strikes, fires, national emergencies, natural calamities, or other
12 supervening forces beyond the control of the Owner or his or her agents,
13 provided the Owner notifies the Board of such occurrence within a reasonable
14 time after becoming aware of it. If an Owner fails to comply with this **Section**
15 **7.14**, the Board shall be entitled to proceed in accordance with the provisions of
16 **Section 7.17** (“Failure to Remedy Non-conformity”) as though the Board has
17 given written notice of non-conformity with approved plans per **Section 7.16**
18 (“Notice of Non-conformity”).
19

20 7.15 Notice of Completion; Inspection of Completed Work. Upon the completion of
21 any work for which approval is required under this **Article 7**, the Owner shall give
22 written notice of completion to the Board. The written notice shall include copies
23 of all applicable permits, job cards, and building permit inspections. Within sixty
24 (60) days after receiving notice of completion from the Owner, the Board or its
25 duly-authorized representative may inspect such work to determine if it
26 substantially complies with the granted approval and Owner shall cooperate with
27 the Board to conduct such inspection. If the Board fails to notify the Owner of
28 any non-conformity within such sixty (60) day period, the work shall be deemed
29 to be in accordance with the granted approval. If the Owner fails to give notice of
30 completion, the Board shall be entitled to proceed in accordance with the
31 provisions of **Section 7.17** (“Failure to Remedy Non-conformity”) as though the
32 Board has given written notice of non-conformity with approved plans per **Section**
33 **7.16** (“Notice of Non-conformity”).
34

35 7.16 Notice of Non-conformity. If the Board finds that the work was not done in
36 substantial conformity with the granted approval, it shall notify the Owner in
37 writing before the end of such sixty (60) day period set forth in **Section 7.15**
38 (“Notice of Completion; Inspection of Completed Work”) specifying particulars of
39 non-conformity and requiring the Owner to remedy the same within thirty (30)
40 days from the date of the notice from the Board or such longer time as the Board
41 may designate in the notice.
42

1 7.17 Failure to Remedy Non-conformity. If the Owner fails to remedy such non-
2 conformity within the time specified in the notice of non-conformity the Board
3 shall then, pursuant to the procedures set forth in **Section 13.11** (“Hearing Called
4 by the Board; Executive Session; Open Meeting”), set a date on which a hearing
5 before the Board shall be held regarding the alleged non-conformity. If the Board
6 finds at such hearing that a substantial non-conformity exists, the Board may, in
7 addition to any other remedy available under the Governing Documents or
8 applicable law, order the Owner to remedy or remove such non-conformity. If the
9 Owner thereafter fails to do so within the time specified by the Board, the Board
10 may, in addition to any other remedy available under the Governing Documents
11 or applicable law, remove or remedy the non-conformity and, in that event, all
12 expenses incurred by the Association in connection therewith shall be assessed
13 against the Owner as a Reimbursement Assessment.
14

15 7.18 Non-waiver. The approval by the Board of any plans, drawings, or specifications
16 for any work done or proposed, or for any other matter requiring approval under
17 this **Article 7**, shall not be deemed to constitute a waiver of the right to withhold
18 approval of any similar plan, drawing, specification, or matter subsequently
19 submitted for approval with respect to the same Lot or any other Lot.
20

21 7.19 Disclaimer of Liability. Neither the Board, nor any Committee, nor any member
22 thereof shall be liable to the Association, to any Owner, or to any person deriving
23 an interest through an Owner for any damage, loss, or prejudice suffered or
24 claimed on account of: (i) the approval or disapproval of any plans, drawings,
25 and specifications, whether or not defective or (ii) the construction or
26 performance of any work, whether or not pursuant to approved plans, drawings,
27 and specifications, whether or not the facts therein are correct; *provided,*
28 *however,* that the Board, Committee, or such member has acted in good faith on
29 the basis of such information as may be possessed by it or him or her. Without
30 limiting the generality of the foregoing, the Board or any Committee may, but is
31 not required to, consult with or hear the views of the Association or any Owner
32 with respect to any plans, drawings, specifications, or any other proposal
33 submitted for approval pursuant to this **Article 7**. Every purchaser, by acquiring
34 title to a Lot or portion thereof agrees not to bring any action or suit against the
35 Board, the Committee, or its or their members seeking to recover any such
36 damages.
37

38 7.20 Compliance with Governmental Requirements. In addition to an Owner’s
39 obligation to obtain approval of the Association as provided in this **Article 7**, the
40 Owner of the Lot is required to obtain all permits and governmental
41 authorizations, if any, required for any work done upon such Owner’s Lot and
42 such Owner must comply with all applicable zoning and building codes as well as
43 other applicable laws and ordinances. The Owner of each Lot is solely

1 responsible for complying with any applicable building permit process or other
2 governmental requirements with respect to any work done upon the Owner's Lot.
3 Submission of a request for approval by the Board and the review and approval
4 of any proposals, plans, or other submittals shall in no way be deemed to be
5 satisfaction of or compliance with any building permit process or any other
6 governmental requirements, nor shall it constitute the assumption of any
7 responsibility by or impose any liability on the Association, the Board, or its or
8 their members as to the accuracy, efficacy, or sufficiency thereof. When
9 Architectural approval standards of the Association are more stringent than
10 applicable governmental standards, the more stringent standards of the
11 Association shall apply, notwithstanding the fact that governmental approval may
12 have been obtained based on governmental standards that are less stringent
13 than those of the Association.

14
15 7.21 Fines For Architectural Violations. The Board shall have the authority to impose
16 a fine in an amount consistent with a Schedule of Fines adopted by the Board
17 whenever it finds a violation of any of the provisions of this **Article 7** has
18 occurred.

19 20 21 **ARTICLE 8 ASSESSMENTS AND LIENS**

22
23 8.1 Covenant of Owner. Each Owner of a Lot within the Development, by
24 acceptance of a deed or other conveyance thereof, whether or not it shall be so
25 expressed in such deed or conveyance, shall be deemed to have covenanted
26 and agreed to pay to the Association all: (i) Regular Assessments, (ii) Special
27 Assessments, (iii) Reimbursement Assessments, and (iv) Enforcement
28 Assessments levied by the Association as hereinafter provided, together with all
29 Additional Charges.

30
31 8.1.1 Association's Power to Collect. Such deed or conveyance shall be
32 deemed to vest in the Association the right and power to initiate all
33 actions and procedures as the Board shall deem necessary or
34 appropriate for the collection of such Assessments and Additional
35 Charges and for the enforcement of the liens hereinafter provided for.

36
37 8.1.2 Assessments Are a Personal Obligation. Assessments levied by the
38 Association pursuant to this Declaration, together with all Additional
39 Charges, shall be a personal debt and obligation of the Owner against
40 whom they are assessed, and shall bind his or her heirs, devisees,
41 personal representatives, successors, and assigns.

1 8.1.3 Obligation Runs with the Land. The obligation to pay Assessments
2 and Additional Charges and the right and power of the Association to
3 initiate all actions and procedures for collection shall run with the land,
4 so that each successive Owner or Owners of any Lot shall, in turn,
5 become liable to pay all such Assessments and Additional Charges
6 assessed that become due and payable during the time he or she is
7 Owner of such Lot.

8
9 8.1.4 Owner's Liability After Transfer. After an Owner transfers of record his
10 or her interest in any Lot, he or she shall not be liable for any
11 Assessments levied thereafter with respect to such Lot. Such Owner
12 shall remain personally liable, however, for all unpaid amounts due and
13 owing at the time of transfer, together with Additional Charges accruing
14 until time of collection. No assumption of personal liability by a
15 successor Owner shall relieve any Owner from personal liability for
16 delinquent Assessments. A Contract Seller of any Lot shall continue to
17 be liable for all Assessments and Additional Charges until a
18 conveyance by deed of such Lot is recorded in the Office of the County
19 Recorder.

20
21 8.2 Creation of Lien. Each Assessment levied by the Association pursuant to this
22 Declaration, together with all Additional Charges, shall be a charge upon the land
23 and upon levy shall be secured by a continuing lien upon the property against
24 which such Assessment is levied. The Association shall have a separate lien
25 and a separate lien is hereby created upon each Lot to secure the payment of
26 any such Assessments and Additional Charges as may be levied under this
27 Declaration.

28
29 8.2.1 Lien Is Continuing. The lien provided for herein shall continue to
30 secure all Assessments and Additional Charges levied upon any Lot
31 notwithstanding the transfer of record title to such Lot, and any such
32 transfer shall be subject to the Association's lien, provided that, prior to
33 such transfer, a notice of delinquent assessment has been recorded as
34 provided in the Declaration and by law.

35
36 8.2.2 Priority of Association's Assessment Liens. The priority of all such
37 liens on each Lot shall be in inverse order so that upon the foreclosure
38 of the lien for any particular charge on any Lot, any sale of such Lot
39 pursuant to foreclosure of the lien will be made subject to all liens
40 securing Assessments and Additional Charges on such Lot that
41 become due and payable subsequent to the lien being foreclosed
42 upon.

1 8.3 Purpose of Assessments. The Assessments levied by the Board shall be used
2 exclusively to pay for the costs of management and operation of the
3 Development, of conducting the business and affairs of the Association, to
4 promote the recreation, health, safety, welfare, benefit, and interests of the
5 Owners and Residents in the Development, and for the improvement and
6 Maintenance, Repair, and Replacement of the Common Area and, to the extent
7 provided for in the Governing Documents or by law, of the Lots situated within
8 the Development or which, in the opinion of the Board, shall be deemed to be
9 necessary or proper for the management of the Development or of the affairs of
10 the Association, or the benefit of the Owners, or for the enforcement of the
11 Governing Documents.
12

13 8.4 Funds to Be Held in Association's Name. Unless otherwise determined by the
14 Board, the Association shall maintain at least two (2) separate accounts in one
15 (1) or more banks or other depositories selected by the Board, which accounts
16 shall be clearly designated St. Francis Homes Association operating account and
17 St. Francis Homes Association reserve account. The Assessments collected by
18 the Association shall be properly deposited into such accounts. Withdrawal of
19 funds from Association accounts shall be subject to the requirements of Section
20 10.4 of the Bylaws ("Checks, Drafts, and Evidences of Indebtedness").
21

22 8.5 Funds Held in Trust for Owners. The Assessments collected by the Association
23 shall be held in trust by the Association for and on behalf of each Owner. Upon
24 sale or transfer of any Lot by any Owner, the Owner's interest in the funds held in
25 trust by the Association shall terminate and shall be deemed automatically
26 transferred to the successor-transferee of such Owner.
27

28 8.6 Authority of the Board to Levy Assessments. The Board shall have the power
29 and the duty to levy Regular Assessments and Special Assessments sufficient to
30 meet the Association's obligations under the Governing Documents and
31 applicable law.
32

33 8.7 Regular Assessment.

34 8.7.1 Calculation of Estimated Requirement. Prior to the beginning of each
35 fiscal year, the Board shall estimate the net funds required by the
36 Association for such fiscal year to manage, administer, operate, and
37 maintain the Development; to conduct the affairs of the Association;
38 and to perform all of the Association's duties in accordance with the
39 Governing Documents, including a reasonable amount allocated to
40 contingencies and to a reserve fund for restoration, repair, and/or
41 replacement of those components for which the Association is
42 responsible and which must be repaired or replaced on a periodic
43

1 basis. The amount of estimated required funds shall constitute the
2 Regular Assessment.

3
4 **8.7.2 Allocation of Regular Assessment.** The Board shall allocate and
5 assess the Regular Assessment among the Lots in accordance with
6 the ratio of the square footage of each Lot to the square footage of all
7 Lots within the Development. The respective allocations of the several
8 Lots within the Development are set forth in Exhibit "E".

9
10 **8.7.3 Payment of Regular Assessment.** Unless the Board shall designate
11 otherwise, Regular Assessments shall be levied on an annual basis
12 and shall be paid in in one (1) installment which shall be due on the
13 first day of March each year.

14
15 **8.7.4 Notice of Regular Assessment.** Not less than thirty (30) days and not
16 more than ninety (90) days prior to the beginning of each fiscal year,
17 the Board shall send to each Owner a notice of the amount of the
18 Regular Assessment allocated to his or her Lot, except that if there is
19 an increase in the Regular Assessment over the previous year, in
20 compliance with *Civil Code* section 5615, the notice shall be provided
21 to the Owner by Individual Delivery not less than thirty (30) days and
22 not more than sixty (60) days before the due date of the increased
23 Regular Assessment.

24
25 **8.7.5 Permitted Increase in Regular Assessment.** Pursuant to *Civil Code*
26 section 5605(b), except as otherwise provided by law, the Board shall
27 not increase the Regular Assessment for any fiscal year above the
28 amount of the Regular Assessment for the preceding fiscal year by
29 more than twenty percent (20%) (or such other limitation on the
30 increase as may be imposed by law), except upon the affirmative vote
31 of a majority of Members voting on any such increase in the Regular
32 Assessment, provided that a quorum is established. For purposes of
33 the preceding sentence and to the extent required pursuant to *Civil*
34 *Code* section 5605(c), a quorum shall mean more than fifty percent
35 (50%) of the Members of the Association, notwithstanding any lower
36 quorum requirement which may be set forth in the Bylaws.

37
38 **8.7.6 Revised Regular Assessment.** Subject to the provisions of Section
39 8.7.5 ("Permitted Increase in Regular Assessment") or as otherwise
40 permitted by law, if at any time during the course of any year, the
41 Board determines the amount of the Regular Assessment to be
42 inadequate, by reason of a revision of its estimate of either expenses
43 or income or otherwise, the Board shall have the right, at a regular or

1 special meeting of the Board, to revise the Regular Assessment for the
2 balance of the fiscal year. To the extent required by *Civil Code* section
3 5615, notice of any such increase shall be given to the Members by
4 Individual Delivery and such revised Regular Assessment shall
5 become effective on the first day of the next month that is at least thirty
6 (30) days and not more than sixty (60) days after the date of such
7 notice.

8
9 **8.7.7 Failure to Fix Regular Assessment.** The failure or omission by the
10 Board to fix or levy any Regular Assessment before the expiration of
11 any fiscal year, for that fiscal year or the next fiscal year, shall not be
12 deemed either a waiver or a modification in any respect of the
13 provisions of this Declaration, or a release of any Owner from the
14 obligation to pay Assessments or any installment thereof for that or any
15 subsequent year, but the amount of the Regular Assessment fixed for
16 the preceding fiscal year shall be the amount of the Regular
17 Assessment for the ensuing fiscal year until a new Regular
18 Assessment is levied.

19
20 **8.8 Special Assessments.** Purpose of Special Assessments. If at any time during
21 any fiscal year the Regular Assessment proves inadequate for any reason,
22 including nonpayment of any Owner's share thereof or the unexpected repair,
23 replacement, or reconstruction of improvements located in the Development, or if
24 funds are otherwise required for any authorized activity of the Association, the
25 Board may levy a Special Assessment in the amount of such actual or estimated
26 inadequacy or cost.

27
28 **8.8.1 Permitted Amount of Special Assessments.** Except in the case of an
29 emergency situation as defined in *Civil Code* section 5610, in any fiscal
30 year the Board may not levy Special Assessments which, in the
31 aggregate, exceed five percent (5%) of the budgeted gross expenses
32 of the Association for that fiscal year (or such other limitation on the
33 amount as may be imposed by law), except upon the affirmative vote
34 of a majority of the Members voting on any such Special Assessment,
35 provided that a quorum is established. For purposes of the preceding
36 sentence and to the extent required pursuant to *Civil Code* section
37 5605(c), a quorum shall mean more than fifty percent (50%) of the
38 Members of the Association, notwithstanding any lower quorum
39 requirement which may be set forth in the Bylaws.

40
41 **8.8.2 Allocation of Special Assessments.** Special Assessments shall be
42 allocated and assessed among the Lots in the same manner as
43 Regular Assessments.

1
2 **8.8.3 Notice of Special Assessment.** Upon the imposition of a Special
3 Assessment or an increase in a Special Assessment, in compliance
4 with *Civil Code* section 5615, notice thereof shall be given to each
5 Owner by Individual Delivery, not less than thirty (30) days and not
6 more than sixty (60) days prior to the due date of the Special
7 Assessment.

8
9 **8.8.4 Payment of Special Assessments; Cost of Payment Plans.** Special
10 Assessments shall be payable in a lump sum or in installments as may
11 be determined by the Board with regard to each Special Assessment
12 when it is imposed. If the Association incurs additional expenses
13 because of a payment method selected by an Owner (for example, but
14 not limited to, paying a Special Assessment in installments instead of
15 in a lump sum), the Association may charge such expense to the
16 Owner as an Additional Charge or as a Reimbursement Assessment.
17 Nothing in this Section 8.8 shall be deemed to obligate the Association
18 to offer or permit alternate payment plans.

19
20 **8.9 Application of Surplus Funds (IRS Resolution).** If, as of the end of any fiscal
21 year, there is an excess of membership income over membership expenses as
22 defined in Internal Revenue Code section 277 for the year ended, the Board shall
23 determine, without the need for a Member vote, whether such excess shall be
24 applied to reserves and deposited in the Association's reserve account or shall
25 be applied against the subsequent tax year's Member Assessments as provided
26 in Internal Revenue Service Revenue Ruling 70-604. If the Board does not
27 determine to so apply such excess membership income to reserves or to the
28 subsequent year's Member Assessments, any other lawful disposition of such
29 excess income shall be as determined by the vote of the Members.

30
31 **8.10 Reimbursement Assessments.** The Board, after notice and a hearing as
32 provided for in Section 13.10 ("Notices: Content, Delivery") and Section 13.11
33 ("Hearing Called by the Board; Executive Session; Open Meeting"), may levy a
34 Reimbursement Assessment against an Owner and his or her Lot:

35
36 (a) To reimburse the Association for costs incurred to maintain, repair, or
37 replace property (including property within a Lot) when such damage is
38 due to the act or omission of such Owner, his or her Contract Purchaser,
39 or member of his or her household, pet, tenant, invitee, or guest, or as
40 otherwise provided in the Governing Documents;

41
42 (b) If the failure of such Owner, his or her Contract Purchaser, or member of
43 his or her household, pet, tenant, invitee, or guest to comply with any

1 provision of the Governing Documents has necessitated or resulted in an
2 expenditure of funds by the Association to deal with such lack of
3 compliance or to bring such person or the Lot into compliance;

4
5 (c) To reimburse the Association for any costs of collecting from an Owner
6 any amount the Owner is obligated to pay the Association.
7

8 Without limiting the generality of the foregoing, and to the fullest extent
9 permitted by law, all costs incurred by the Association to enforce Section
10 5.6 ("Restriction on Businesses"), Section 5.17 ("Animals"), Section 6.6
11 ("Indemnification Regarding Tenant's Actions"), Section 8.18 ("Assignment
12 of Rents As Security for Payment"), and Section 13.6 ("Injunctions"), or to
13 defend any claim arising or alleged to arise from any of the foregoing
14 sections, shall be reimbursed to the Association as a Reimbursement
15 Assessment. Any Reimbursement Assessment shall be due and payable
16 to the Association when levied.
17

18 **8.11 Enforcement Assessments.** Subject to the requirements set forth in Section 13.8
19 ("Imposing Sanctions"), the Board may levy an Enforcement Assessment (and
20 any fine or monetary penalty imposed by the Board in accordance with the
21 provisions of the Governing Documents shall be deemed to be such an
22 Enforcement Assessment), for violation of any of the provisions of the Governing
23 Documents. Any Enforcement Assessment shall be due and payable to the
24 Association when levied.
25

26 **8.12 No Offsets.** All Assessments levied by the Board shall be payable in the full
27 amount specified, including any Additional Charges imposed as provided by the
28 terms of this Declaration, and no offsets against any such amounts shall be
29 permitted for any reason whatsoever, including without limitation a claim that the
30 Association has failed to properly exercise its duties of maintenance or
31 enforcement.
32

33 **8.13 Bad Checks.** An Owner who writes a check to the Association on insufficient
34 funds shall be charged a service fee in the amount permitted by *Civil Code*
35 section 1719 and may be liable for damages to the Association in an amount
36 equal to three (3) times the amount of the bad check, as provided by statute.
37

38 **8.14 Delinquent Assessments.** Any installment or other portion of an Assessment not
39 received within thirty (30) days after its due date shall be delinquent and, to the
40 fullest extent permitted by law including *Civil Code* section 5650(b), shall be
41 subject to a late charge and, thirty (30) days after the due date, interest, both not
42 to exceed the maximum rate permitted by law, as well as all other Additional
43 Charges.

1
2 **8.15 Enforcement by Action at Law or Foreclosure.** The Board, on behalf of the
3 Association, may enforce the payment of any delinquent Assessment plus
4 Additional Charges by bringing an action at law against any Owner personally
5 obligated to pay the same, or by foreclosing the lien against the Owner’s Lot by
6 judicial or non-judicial foreclosure, to the fullest extent permitted by law. To the
7 extent prohibited by *Civil Code* section 5725(b), the amount of an Enforcement
8 Assessment may not become a lien that is enforceable by non-judicial
9 foreclosure.

10
11 **8.15.1 Pre-lien Notice.** At least thirty (30) days prior to recording a notice of
12 delinquent assessment against a Lot to collect a debt that is past due,
13 the Association shall provide written notice to the Owner(s) of the Lot,
14 as required by *Civil Code* section 5660 (“Pre-lien Notice”).

15
16 **8.15.2 Prior to Recording a Lien.** Prior to recording a notice of delinquent
17 assessment, the Association shall comply with all applicable
18 requirements imposed by law, including offering to participate in
19 internal dispute resolution (Section 13.15 of this Declaration) or
20 alternative dispute resolution (Section 13.16 of this Declaration) to the
21 extent required pursuant to *Civil Code* section 5670 and making the
22 decision to record a lien for delinquent Assessments at an open
23 meeting of the Board, to the extent required pursuant to *Civil Code*
24 section 5673.

25
26 **8.15.3 Owner’s Right to Discuss Payment Plan.** To the extent provided in
27 *Civil Code* section 5665, an Owner may submit to the Board a written
28 request to discuss a payment plan for a debt noticed in a pre-lien
29 notice. If the Owner’s written request is mailed to the Board (as
30 evidenced by a postmark or receipt of mailing) within fifteen (15) days
31 after the postmark on the pre-lien notice, the Board shall meet with the
32 Owner within forty-five (45) days of the postmark date of the Owner’s
33 written request, unless there is not a regularly scheduled Board
34 meeting within the period, in which case the Board, in its discretion,
35 may hold a special meeting in executive session to meet with the
36 Owner or may designate a committee of one (1) or more Board
37 members to meet with the Owner.

38
39 **8.15.4 Notice of Delinquent Assessment.** The amount of the past due debt
40 noticed in the pre-lien notice shall be a lien from and after the
41 recording of a notice of delinquent assessment. No later than ten (10)
42 days after recordation, a copy of the notice of delinquent assessment
43 shall be mailed by certified mail in compliance with *Civil Code* section

1 5675 to every person whose name is shown as an Owner of the Lot in
2 the Association records or in such manner and to such persons as may
3 be required by applicable law.
4

5 **8.15.5 Delinquent Assessments of Less Than \$1,800.** To the extent provided
6 in *Civil Code* section 5720(b), delinquent Assessments, not including
7 any Additional Charges, totaling less than One Thousand Eight
8 Hundred Dollars (\$1,800) that are less than twelve (12) months
9 delinquent may not be collected by judicial or non-judicial foreclosure,
10 but may be collected in any other manner provided by law including a
11 civil action in small claims court to the extent provided in *Civil Code*
12 section 5720(b)(1) or recording a lien as provided in *Civil Code* section
13 5720(b)(2). Prior to recording such a lien the Association shall offer to
14 participate in internal dispute resolution (Section 13.15 of this
15 Declaration) to the extent required by *Civil Code* section 5720(b)(2).
16

17 **8.15.6 Initiating Foreclosure.** As provided in *Civil Code* section 5700(a), no
18 procedures shall be initiated to foreclose the lien securing any noticed
19 past due debt under this Article 8 until after the expiration of thirty (30)
20 days following the recording of a notice of delinquent assessment. To
21 the extent required pursuant to *Civil Code* section 5705(b), the
22 Association shall offer to participate in internal dispute resolution
23 (Section 13.15 of this Declaration) or alternative dispute resolution
24 (Section 13.16 of this Declaration). To the extent required by *Civil*
25 *Code* section 5705(c), a decision to initiate foreclosure shall be made
26 only by the Board in an executive session meeting.
27

28 **8.15.7 Amount Due and Payable.** Except with respect to the amount of any
29 Enforcement Assessment, upon the recording of the notice of
30 delinquent assessment referred to above, the Association may, at its
31 option, declare the entire balance of all sums then due or to become
32 due from the Owner, immediately due and payable, which total sum
33 may then be included in any suit, action, or other procedure initiated to
34 collect said sums, including all Additional Charges.
35

36 **8.15.8 Notice of Initiating Foreclosure.** To the extent required pursuant to
37 *Civil Code* section 5705(d), the Association shall provide written notice
38 of initiating foreclosure to the record Owner of the Lot, including notice
39 by personal service to any resident Owner.
40

41 **8.16 Power of Sale.** Each Owner does hereby appoint the Association as trustee to
42 enforce and to foreclose any lien which is established pursuant to the terms of
43 this Declaration, by private power of sale, as provided in Division III, Part 4, Title

1 14, Chapter 2, Article 1, (Section 2920 and following) of the *Civil Code* of the
2 State of California, and does further grant to the Board of Directors, on behalf of
3 the Association, the authority and power to sell the Lot of such Owner in the
4 event of any default in payment of any Assessments or Additional Charges levied
5 against such Lot, for lawful money of the United States, to the highest bidder, to
6 satisfy said lien. The Association, as trustee for the remaining Owners, or any
7 other Owner, may purchase the Lot at said sale.

8
9 **8.17 Right of Redemption.** To the extent provided pursuant to *Civil Code* section
10 5715(b), a non-judicial foreclosure to collect delinquent Assessments shall be
11 subject to a right of redemption.

12
13 **8.18 Assignment of Rents As Security for Payment.** As security for the payment of all
14 liens provided for under this Declaration, each Owner hereby gives to and
15 confers upon the Association the right, power, and authority during the
16 continuance of such ownership to collect the rents, issues, and profits of the
17 Owner's Lot, reserving unto the Owner the right, prior to any default by such
18 Owner in performance of that Owner's obligations under the Governing
19 Documents in payment of any indebtedness to the Association, to collect and
20 retain such rents, issues, and profits as they become due and payable. Upon
21 any such default, the Association may (i) instruct the tenant to pay rent to the
22 Association as and when such rents become due or (ii) at any time upon ten (10)
23 days' written notice to such Owner (either in person, by agent, or by a receiver to
24 be appointed by a court, and without regard to the adequacy of any security for
25 such indebtedness) in its own name sue for or otherwise collect such rents,
26 issues, and profits, including those past due and unpaid, and in either event
27 apply the same, less costs and expenses of operation and collection, including
28 reasonable attorney fees, upon any such indebtedness, and in such order as the
29 Association may determine or as required by applicable law. Owner waives the
30 giving of any and all notices required by the laws of the State of California in
31 order for the Association to exercise the rights provided by this **Section 8.18**.
32 The collection of such rents, issues, and profits, and the application thereof as
33 aforesaid, shall not cure or waive any default under the Governing Documents or
34 invalidate any act done pursuant to this Declaration. The assignment of rents
35 and powers described in this **Section 8.18** shall not affect, but shall in all respects
36 be subordinate to, the rights and power of the holder of any First Mortgage on
37 any Lot, or any part thereof, to do the same or similar acts.

38
39 **8.19 Remedies Are Cumulative.** The Board may commence any procedure for the
40 collection of delinquent Assessments upon its own decision. The remedies
41 provided in this Declaration for collection of delinquent Assessments shall be
42 cumulative and not exclusive; that is, the Association may use one (1) or more or

1 all of the available remedies to collect delinquent Assessments to the fullest
2 extent permitted by law.

3
4 8.20 Partial Payments. The Association's acceptance of a partial payment, whether
5 involuntary or voluntary, shall not prevent the Association from pursuing any or
6 all of its available collection remedies.

7
8 8.21 Certificate of Satisfaction and Release of Lien. Upon payment in full of a
9 delinquent Assessment, including any Additional Charges, or the satisfaction
10 thereof, the Board shall cause to be recorded, in the same manner as the notice
11 of delinquent assessment, a further certificate stating the satisfaction thereof and
12 the release of the lien.

13
14 8.22 Subordination to Lien of First Mortgage. Except as otherwise expressly provided
15 by law, the lien securing each of the Assessments provided for under this
16 Declaration shall have priority as of the date of recordation of the notice of
17 delinquent assessment as provided in Section 8.15.4 over all other liens and
18 encumbrances applicable to the Lots; *provided, however,* that such Assessment
19 lien shall be subordinate to the lien of any First Mortgage recorded against the
20 Lot prior to the date the notice of delinquent assessment was recorded; and
21 *provided, further,* that such subordination shall apply only to the Assessments
22 which have become due and payable prior to the sale of such property pursuant
23 to a decree of foreclosure of any such First Mortgage, or pursuant to a power of
24 sale contained in any such First Mortgage. Such foreclosure sale shall not
25 relieve such property from liability for any Assessments and Additional Charges
26 becoming due after the sale of such property pursuant to a decree of foreclosure
27 of any such First Mortgage, or pursuant to a power of sale contained in any such
28 First Mortgage, nor from the lien of any subsequent Assessment, including
29 Assessments levied against all Lots proportionately to compensate for the unpaid
30 Assessments and Additional Charges, which shall constitute a lien upon the
31 purchased Lot in accordance with this Article 8.

32
33 8.23 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby
34 waive, to the extent of any liens created pursuant to this Declaration, the benefit
35 of any homestead or exemption laws of the State of California in effect at the
36 time any Assessment or installment thereof becomes delinquent or any lien is
37 imposed pursuant to the terms of this Declaration.

38
39 8.24 Property Exempt from Assessments. The following property subject to this
40 Declaration shall be exempt from the Assessments, Additional Charges, and
41 liens created herein:
42

- 1 (a) All property dedicated to and accepted by the City or County or other local
2 public authority and devoted to public use;
3
4 (b) Any Lot which is owned by the Association as a result of the Association
5 having acquired such Lot through foreclosure; *provided, however*, that
6 such exemption shall apply only during the period in which the Association
7 is record owner of such Lot; and
8
9 (c) All Common Area.

10
11
12 **ARTICLE 9 MAINTENANCE OF PROPERTY**
13

14 9.1 Association's Responsibility for Common Area Generally. The Association shall
15 provide Maintenance, Repair, and Replacement of the Common Area, gateway
16 areas, fountain areas and monuments, and all facilities, improvements, and
17 landscaping thereon, including but not limited to street trees, parks and
18 parkways, playgrounds and equipment, tennis courts, basketball courts,
19 fountains, and monuments, and all other real and/or personal property that may
20 be acquired by the Association, keeping such property in good condition and
21 repair. Without limiting the generality of the foregoing:
22

23 9.1.1 Landscaping; Janitorial; Painting. The Association shall specifically be
24 responsible for providing lighting, landscaping, gardening (including
25 periodic replacement, as the Board deems necessary, of trees, shrubs,
26 and other plants upon the Common Area and parkways), and janitorial
27 services for the Common Area, as needed, and shall cause any and all
28 other acts to be done which may be necessary to assure the
29 maintenance of the Common Area in good condition and repair,
30 including painting of the exterior surfaces of Common Area building(s),
31 gateways, fountains, monuments, and such other portions of the
32 Common Area as the Board, in its discretion, determines to be
33 necessary.
34

35 9.1.2 Common Area Utilities and Services; Utility Laterals. The Association
36 shall procure and pay for water, sewage, garbage, electrical, gas,
37 telephone, fiber optics, cable, and other service for the Common Area
38 as the Board, in its discretion, determines to be necessary. The
39 Association shall maintain all utility installations located in the Common
40 Area *except for* (i) those installations maintained by utility companies,
41 public, private, or municipal.
42

1 9.1.3 Employees or Independent Contractors. The Association may perform
2 its obligations and provide such services as the Board shall determine
3 through employees of the Association or through independent
4 contractors. In either case, Residents or Owners shall not interfere
5 with or attempt to instruct any of such persons in the performance of
6 their duties.
7

8 9.1.4 Sidewalks. The Association shall have the exclusive right and
9 responsibility to provide Maintenance, Repair, and Replacement of
10 sidewalks crossing two (2) or more Lots, including the portion thereof
11 that is situated upon any Lot. The foregoing shall include the authority
12 of the Association to regulate the placement of objects upon the
13 sidewalks, including but not limited to flower pots and planters.
14

15 9.2 Owner's Responsibility for Maintenance. Except as expressly provided otherwise
16 in this Declaration, each Owner shall be responsible for the Maintenance, Repair
17 and Replacement of his or her Lot and all improvements thereon, keeping the
18 same in a clean, sanitary, workable, and attractive condition.
19

20 9.2.1 Utility Lateral Lines. Each Owner shall be responsible for the
21 Maintenance, Repair and Replacement of utility lateral lines that serve
22 the Owner's Lot exclusively, even if all or a portion of such line is
23 situated in the Common Area.
24

25 9.2.2 Compliance with Architectural Provisions. An Owner's right and
26 responsibility for maintaining, repairing or replacing any portions of his
27 or her Lot shall be subject to any applicable provisions of the
28 Governing Documents relating to landscaping and architectural control,
29 including **Article 7** ("Architectural Approval").
30

31 9.3 Authority for Entry of Lot. The Association or its agents shall have the right to
32 enter any Lot whenever such entry is necessary, in the Board's discretion, for
33 purposes of inspection and/or in connection with the performance of any
34 maintenance, repair, construction, or replacement for which the Association is
35 responsible or which it is authorized to perform. Such entry shall be made with
36 as little inconvenience to the Residents as practicable and only upon reasonable
37 advance written notice of not less than twenty-four (24) hours, except that in
38 emergency situations notice shall be given as the situation reasonably permits.
39

40 9.4 Acceptance of Condition of Lot. Each Owner, by acceptance of a deed to a Lot,
41 accepts responsibility for the condition of the Lot including but not limited to
42 existing defects, unresolved architectural violations of any predecessor Owner,
43 and failure of a predecessor Owner to perform Maintenance, Repairs, or

1 Replacement upon the Lot or any encroachments upon the Common Area that
2 are the responsibility of the Lot Owners, and the Association shall be entitled to
3 exercise all of its enforcement powers with respect to the obligations of Lot
4 Owner in connection with such conditions, whether or not such conditions were
5 disclosed to the Owner.
6

7 9.5 Board's Discretion to Require Maintenance. The Board shall have the discretion
8 to determine whether any Maintenance, Repair, or Replacement that is the
9 responsibility of an Owner is necessary to preserve the appearance and value of
10 the property within the Development or any portion thereof and may notify an
11 Owner of the work the Board deems necessary. In the event an Owner fails to
12 perform such work within sixty (60) days after notification by the Board to the
13 Owner, the Board may, after written notice to the Owner and the right of a
14 hearing before the Board pursuant to **Section 13.11** ("Hearing Called by the
15 Board; Executive Session; Open Meeting"), cause such work to be done and
16 charge the cost thereof to the Owner as a Reimbursement Assessment.
17

18 9.6 Limitation of Association's Liability. In the case of damage to a Lot, any Dwelling
19 or improvement thereon, or the contents thereof, arising or allegedly arising from
20 the Association's performance of its Maintenance, Repair or Replacement
21 obligations, the Association shall not be responsible or liable for such damage,
22 except to the extent arising from the willful misconduct or gross negligence of the
23 Association, its employees, contractors, or agents.
24

25 9.7 Owner's Liability to Association for Negligent Damage. In the event the need for
26 any Maintenance, Repair, or Replacement performed by the Association is
27 caused by the willful or negligent act or omission of an Owner or a Resident, a
28 member of his or her household, pets, tenants, invitees, or guests, the cost of
29 such Maintenance, Repair, or Replacement not covered by insurance, including
30 any applicable insurance deductible and the cost of materials, labor, supplies,
31 and services shall be charged to, and paid by, the Owner of the Lot in the form of
32 a Reimbursement Assessment.
33

34 **ARTICLE 10 INSURANCE**

35
36
37 **[NOTE: The provisions of this Article 10 are recommended by legal counsel**
38 **based on consultation with insurance professionals]**
39

40 10.1 Insurance Coverage to Be Maintained by Association. The Association shall
41 procure and maintain, as a common expense of all Owners, the types of
42 insurance described in **Section 10.2** ("Common Area Hazard Insurance to Be
43 Maintained by Association"), **Section 10.3** ("General Liability Insurance to Be

1 Maintained by Association”), and **Section 10.4** (“Other Insurance to Be
2 Maintained by Association”), if and to the extent such insurance, with the
3 coverages described below, is available at a reasonable premium cost.
4

5 **10.2 Common Area Hazard Insurance to Be Maintained by Association.** The
6 Association shall maintain a policy of fire and extended coverage insurance
7 covering all of the Common Area and all furnishings, equipment, and personal
8 property owned by the Association or owned in common by all of the Owners,
9 with limits equal to one hundred percent (100%) of the full insurable replacement
10 costs of the Common Area improvements exclusive of land, foundation,
11 excavations, and other items normally excluded from coverage. The policy may
12 contain a reasonable deductible and the amount of the deductible shall be added
13 to the face amount of the policy in determining whether the insurance equals the
14 replacement cost.
15

16 **10.2.1 Policy Endorsements.** The policy may include such endorsements as
17 the Board, in its discretion, shall determine based on the character and
18 replacement cost of the Common Area improvements from time to
19 time, such as:
20

- 21 (i) an agreed amount endorsement or its equivalent,
- 22
- 23 (ii) an increased cost of construction endorsement or a contingent
24 liability from operation of building laws endorsement or their
25 equivalent,
- 26
- 27 (iii) an extended coverage endorsement,
- 28
- 29 (iv) coverage for costs of demolition,
- 30
- 31 (v) glass coverage,
- 32
- 33 (vi) coverage for loss or damage as a result of theft, vandalism,
34 malicious mischief; coverage for equipment breakdown of any
35 equipment required to run and operate the Project; and for
36 sprinkler leakage; windstorm, or water damage,
37
- 38 (vii) coverage to permit cash settlement covering full value of the
39 improvements in case of partial destruction and a decision not
40 to rebuild,
- 41
- 42 (viii) coverage for demolition in the event of total or partial destruction
43 and a decision not to rebuild, and

- 1
2 (ix) maintenance fees receivable coverage in case of damage to a
3 Lot by a covered peril and the Board is unable, after reasonable
4 effort to collect assessments from the Owner of the affected Lot.
5

6 10.3 General Liability Insurance to Be Maintained by Association. The Association
7 shall maintain commercial general liability insurance insuring the Association, its
8 officers and directors, and the Owners against any liability incident to ownership,
9 maintenance, and repair of the Common Area, but excluding the liability of an
10 Owner incident to personal bodily injury and property damage occurring within
11 that Owner's Lot or in any other Lot or upon the Common Area resulting from the
12 negligence of that Owner. Limits of liability shall be set by the Board but shall in
13 no event be less than Two Million Dollars (\$2,000,000).
14

15 10.3.1 Scope of Coverage. Such liability insurance policy shall insure against
16 bodily injury, death, or property damage occurring in, on or about any
17 portion of the Common Area and if available and at a reasonable cost
18 as determined by the Board shall include:
19

- 20 (i) water damage liability,
21
22 (ii) hired and non-owned vehicle coverage, theft and collision
23 coverage,
24
25 (iii) liability for property of others,
26
27 (iv) off-premises employee coverage, and
28
29 (v) such other risks as are customarily covered in similar
30 developments.
31

32 10.3.2 Other Provisions. If available and at a reasonable cost as determined
33 by the Board, such liability insurance policy:
34

- 35 (i) shall name the Association as a first-named insured and
36 Owners as named insureds, with policy benefits payable to the
37 Association as trustee for the Owners or any of them;
38
39 (ii) shall contain a waiver of subrogation as to claims against the
40 Association, the Board members, the Owners and members of
41 the Owner's family who reside with such Owner, except in cases
42 of arson or fraud;
43

- 1 (iii) shall contain a waiver of the defense of invalidity on account of
2 the conduct of any Owner over which the Board has “no
3 control;”
4
5 (iv) shall require that at least thirty (30) days’ prior written notice be
6 given to the Association by the insurer before cancellation
7 except that in the case of cancellation for nonpayment of
8 premiums or for fraud the notice shall be given no less than ten
9 (10) days prior to the effective date of the cancellation;
10
11 (v) shall provide that in no event shall the insurance be brought into
12 contribution with insurance purchased individually by Owners or
13 their Mortgagees;
14
15 (vi) shall exclude policies obtained by the individual Owners from
16 consideration under any “other insurance” clause; and
17
18 (vii) shall contain a provision requiring the insurer to defend lawsuits
19 for which there is coverage under the policy even if the
20 allegations are fraudulent, but authorizing the insurer to make
21 such investigation and settlement of any claim or suit within the
22 policy limit as it deems expedient.
23

24 10.4 Other Insurance to Be Maintained by Association.

25
26 10.4.1 Directors’ and Officers’ Insurance. The Association shall maintain
27 directors’ and officers’ liability insurance with limits to be set by the
28 Board but in no event less than One Million Dollars (\$1,000,000) or any
29 higher applicable limit set forth in *Civil Code* section 5800, and
30 containing a cross-liability endorsement and waiver of subrogation as
31 to the Association, the officers, and the directors, and the agents and
32 employees of any of them. Coverage for prior acts, to the extent
33 obtainable, shall be included.
34

35 10.4.2 Workers’ Compensation Insurance. The Association shall maintain
36 workers’ compensation insurance to the extent necessary to comply
37 with any applicable laws and may carry such insurance at any time as
38 determined by the Board.
39

40 10.4.3 Fidelity Bond. The Association shall maintain a standard fidelity bond
41 covering dishonest acts on the part of officers and directors of the
42 Association, the manager, and any employees or volunteers who are
43 responsible to handle funds of the Association. Such bond shall name

1 the Association as obligee, shall be written in an amount which shall be
2 determined by the Board, and shall contain a waiver of any defense
3 based on the exclusion of persons serving without compensation.
4

5 10.4.4 Other Insurance. The Association may maintain at any time and from
6 time to time any other insurance, including but not limited to
7 earthquake and/or flood insurance, and bonds as the Board may from
8 time to time deem necessary or desirable.
9

10 10.5 Insurance to Be Maintained by Owner. The insurance policies to be carried by
11 the Association pursuant to **Section 10.1** (“Insurance Coverage to Be Maintained
12 by Association”) are not intended to cover the Lots or the Dwellings, or liability of
13 an Owner incident to ownership or use of his or her Lot or Dwelling or liability
14 incident to an Owner’s negligence upon the Common Area. Each Owner shall be
15 responsible for procuring and maintaining hazard insurance on the Owner’s Lot
16 and Dwelling improvements, insurance against Owner liability incident to
17 ownership or use of the Owner’s Lot or Dwelling, liability incident to an Owner’s
18 negligence upon the Common Area, insurance on the contents of the Dwelling,
19 and such other insurance as the Owner shall determine is adequate to cover
20 such other risks as the Owner shall determine, including but not limited to loss of
21 use, additional living expenses, loss of rental income, and loss assessment
22 coverage. If an Owner fails to obtain any insurance he or she is obligated or
23 permitted to obtain pursuant to this Declaration, nothing in this Declaration shall
24 be construed to impose any obligation whatsoever on the Association to insure
25 that which the Owner does not insure.
26

27 10.6 HO4 Renter’s Policy. Each Owner who rents or leases a Lot shall require the
28 tenant to purchase and maintain in force during the tenancy an “HO4 Renter’s
29 Policy” or the equivalent with a minimum personal liability limit of Three Hundred
30 Thousand Dollars (\$300,000). If a tenant fails to obtain any insurance he or she
31 is obligated or permitted to obtain pursuant to this Declaration, nothing in this
32 Declaration shall be construed to impose any obligation whatsoever on the
33 Association to insure that which the tenant does not insure. Upon request from
34 the Board, each Owner shall provide evidence of such tenant’s insurance
35 annually.
36

37 10.7 Insurance Proceeds. Proceeds of all insurance policies owned by the
38 Association shall be received by the Association and shall be distributed to the
39 Association, the Owners, and their Mortgagees subject to the provisions of the
40 Declaration as their interest may appear; *provided, however*, that whenever
41 repair or reconstruction is required, the proceeds of any insurance received by
42 the Association as a result of any loss shall be applied to such repair or

1 reconstruction except to the extent of any excess insurance proceeds as
2 provided in **Section 11.2.4** (“Excess Insurance Proceeds”).

3
4 10.8 Responsibility for Payment of Deductible. Subject to the provisions of **Section**
5 **9.7** (“Owner’s Liability to Association for Negligent Damage”), the amount of the
6 deductible under any insurance obtained by the Association shall be borne solely
7 by the Association. If an Owner is responsible for the payment of such
8 deductible, the failure or refusal of the Owner’s insurance carrier to pay or
9 reimburse the deductible shall not relieve the Owner of his or her responsibility
10 for the deductible.

11
12 10.9 Owner’s Liability for Conditions Affecting Insurance. As provided in **Section 5.11**
13 (“Conditions Affecting Insurance”), the responsible Lot Owner shall be liable to
14 the Association if anything is done, placed, or kept within the Development that
15 increases the rate of insurance or results in the cancellation of insurance under
16 any insurance policy maintained by the Association.

17
18 10.10 Insurance Carriers. All insurance policies carried by the Association shall be
19 written by companies that are not prohibited from doing business in the State of
20 California.

21
22 10.11 Annual Review of Policies. The limits and coverage of all insurance policies
23 carried by the Association shall be reviewed at least annually by the Board and
24 increased or decreased in its discretion.

25
26 10.12 Coverage Not Available; Disclaimer. In the event any insurance policy or any
27 endorsement listed in in **Section 10.2**, (“Common Area Hazard Insurance to Be
28 Maintained by Association”), **Section 10.3** (“General Liability Insurance to Be
29 Maintained by Association”), and **Section 10.4** (“Other Insurance to Be
30 Maintained by Association”), is for any reason not available, then the Association
31 shall obtain such other or substitute policy or endorsement as may be available
32 which provides, as nearly as possible, the coverage described above. The
33 Association, and its directors and officers, shall have no liability to any Lot Owner
34 or Mortgagee if, after good faith effort, it is unable to obtain or maintain the
35 insurance required pursuant to **Section 10.2**, **Section 10.3**, and **Section 10.4**
36 because the insurance is no longer available or, if available, can be obtained or
37 maintained only at a cost that the Board in its sole discretion determines is
38 unreasonable under the circumstances, or the Members fail to approve any
39 Special Assessment or increase in the Regular Assessment needed to fund the
40 insurance premiums. In accordance with *Civil Code* section 5810, as soon as
41 reasonably practicable, the Association shall notify the Members by Individual
42 Notice if any of the policies described in **Section 7.5.8 of the Bylaws** (“Summary
43 of Association’s Insurance Policies”) have lapsed or been canceled, and are not

1 immediately renewed, restored, or replaced, or if there is a significant change,
2 such as a reduction in coverage or limits or an increase in the deductible for any
3 of those policies. If the Association receives any notice of non-renewal of a
4 policy described in **Section 7.5.8 of the Bylaws** and replacement coverage will
5 not be in effect by the date the existing coverage will lapse, the Association shall
6 immediately notify the Members by Individual Notice.
7

8 10.13 Copies of Policies. Copies of all insurance policies (or certificates of insurance)
9 and paid invoices showing that premiums have been paid shall be retained by
10 the Association and shall be available for inspection by Owners at any
11 reasonable time.
12

13 10.14 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to
14 file all claims and to negotiate and agree on the value and extent of any loss
15 under any policy carried by the Association pursuant to **Section 10.2**, (“Common
16 Area Hazard Insurance to Be Maintained by Association”), **Section 10.3**
17 (“General Liability Insurance to Be Maintained by Association”), and **Section 10.4**
18 (“Other Insurance to Be Maintained by Association”). The Board is granted full
19 right and authority to compromise and settle any claims or enforce any claim by
20 legal action or otherwise and to execute releases in favor of any insured.
21

22 10.15 Premiums. The costs of insurance obtained by the Association shall be a
23 common expense of the Association, shall be included in the Regular
24 Assessment, and shall be paid for out of the operating fund of the Association.
25
26

27 **ARTICLE 11 DAMAGE OR DESTRUCTION; CONDEMNATION**

28
29 11.1 Emergency Repairs. Without waiting to obtain insurance settlements or bids, the
30 Board may undertake such emergency repair work after a casualty to the
31 Common Area or Common Area improvements as it may deem necessary or
32 desirable under the circumstances including but not limited to mitigating or
33 removing dangerous conditions and other actions that may be necessary to
34 comply with applicable laws, ordinances, and regulations; and the Board may
35 charge the operating account for the costs thereof.
36

37 11.2 Damage to Common Area. In the event of damage to or destruction of the
38 Common Area or other property of the Association or any part thereof, then the
39 following provisions shall apply:
40

41 11.2.1 Amount of Insurance Proceeds. The Board shall obtain a
42 determination of the amount of available insurance proceeds that will
43 be recovered from the Association’s insurance carrier(s).

1
2 11.2.2 Bids. The Board shall obtain such bids from responsible licensed
3 contractors as the Board deems appropriate to restore the damaged or
4 destroyed property to its condition immediately prior to such damage or
5 destruction (including compliance with current building code and
6 ordinance requirements and any modifications approved by the Board),
7 including provision for a completion bond.

8
9 11.2.3 Sufficient Proceeds. If the insurance proceeds paid to the Association
10 are sufficient to cover the costs of restoration, the Board shall contract
11 with such contractor as the Board in its discretions shall determine and
12 proceed to perform the restoration.

13
14 11.2.4 Excess Insurance Proceeds. Any excess insurance funds shall be
15 deposited in the operating account of the Association.

16
17 11.2.5 Insufficient Proceeds; Decision Not to Repair. If the insurance
18 proceeds, together with reserve funds, if any, allocated for replacement
19 of the damaged or destroyed improvement, are insufficient to cover the
20 costs of repair or replacement of the property damaged or destroyed,
21 the Association may levy a Special Assessment against the Members
22 of the Association up to the maximum amount permitted without a
23 Member approval vote as provided in **Section 8.8.1** ("Permitted
24 Amount of Special Assessments") to cover the cost of the repair or
25 replacement not covered by the insurance proceeds. If the sum of
26 insurance proceeds, allocated reserve funds, and Special Assessment
27 funds equals less than eighty-five percent (85%) of the cost of repair or
28 replacement, the Members may elect not to cause such replacement
29 or repair by the vote of two-thirds (2/3) of the Total Voting Power of the
30 Association. In that event, the damaged Common Area shall be
31 cleared and landscaped; *provided, however*, that there shall exist in
32 such Common Area adequate vehicular and pedestrian rights-of-way
33 for Owners to ensure legal access to each Owner's Lot and the costs
34 thereof shall be paid from the insurance proceeds, any allocated
35 reserve funds and, if necessary, the other funds of the Association.
36 Any remaining insurance proceeds shall be used in the manner
37 determined by the Board, provided that such use shall not be
38 inconsistent with the purposes of the Association.

39
40 11.2.6 Alternative Repair Plan. If a decision not to rebuild is not approved
41 pursuant to **Section 11.2.5**, the Board shall use such funds as are
42 available to repair or stabilize the damaged Common Area according

1 to such alternative plan as the Board shall deem appropriate under the
2 circumstances.

3
4 11.3 Rebuilding or Repair of Improvements on a Lot. If any Lot or any improvement
5 on a Lot is damaged or destroyed by fire or other casualty, the Owner(s) of such
6 Lot shall repair or rebuild the structures upon such Lot and restore such Lot to its
7 condition prior to the damage or destruction, or to such other condition as shall
8 have been approved in advance by the Board pursuant to **Article 7** (“Architectural
9 Approval”).

10
11 11.3.1 Commencement and Completion of Repair. Repair or rebuilding shall
12 be commenced and completed within the times specified in **Section**
13 **7.13** (“Commencement of Approved Work”) and **Section 7.14**
14 (“Completion; Extension of Deadline”).

15
16 11.3.2 Insufficient Insurance Proceeds. In the event the insurance proceeds
17 are insufficient to complete such work, the Lot Owner shall pay such
18 additional sums as may be necessary to complete such rebuilding and
19 repair.

20
21 11.3.3 Destruction; Failure to Timely Repair. In the case of total or
22 substantially total destruction of a Dwelling, if restoration is not
23 commenced within one (1) year after the occurrence of the destruction,
24 the Board may require that the foundation and other installations be
25 removed and the Lot restored to a safe, orderly, and natural condition.
26 Nothing in the preceding sentence shall be deemed to limit the right of
27 the Association to otherwise enforce the obligation of an Owner to
28 restore or rebuild the damaged structures and restore the Lot as
29 provided in the first sentence of this **Section 11.3**.

1 11.4 Condemnation of Common Area.

2
3 11.4.1 Association to Represent Owners. If at any time all or any portion of
4 any Common Area, or any interest therein, shall be taken for any
5 public or quasi-public use under any statute, by right of eminent
6 domain, or by private purchase in lieu of eminent domain, the
7 Association shall represent the interests of all Owners in any
8 proceedings relating to such condemnation to the extent such Owners
9 have any interest in the Common Area.

10
11 11.4.2 Condemnation Award. The entire compensation or award in
12 condemnation, to the extent such award is not apportioned among the
13 Owners by court judgment or by agreement between the condemning
14 authority and each of the affected Owners in the Development, shall be
15 paid to the Association and shall be used in the manner determined by
16 the Board, provided that such use shall not be inconsistent with the
17 purposes of the Association.

18
19 11.5 Condemnation of Lots.

20
21 11.5.1 Total Condemnation of Lot. If an entire Dwelling or Lot, or so much
22 thereof as to render the remainder unfit for use as a Dwelling, is
23 condemned or taken for a public or quasi-public use pursuant to any
24 statute, by right of eminent domain, or by private purchase in lieu of
25 eminent domain, the Owner's membership in the Association shall
26 terminate as of the last day of the month in which the condemner
27 obtains the right to possession, or upon the Owner vacating the
28 premises, whichever occurs last.

29
30 11.5.2 Partial Condemnation of Lot. If only a portion of a Dwelling or Lot is
31 taken and the remainder is fit for use as a Dwelling, the Owner shall
32 continue to be a Member of the Association.

33
34 11.5.3 Rights of Association. In any condemnation action involving an
35 Owner's Dwelling or Lot, the Association shall have the right to seek
36 compensation for any damages incurred by the Association.

37
38 11.6 Revision of Documents. In the event of (i) a partial or complete condemnation of
39 the Common Area or the taking of all or a portion of the Common Area by right of
40 eminent domain or by private purchase in lieu of eminent domain, (ii)
41 condemnation or taking of one (1) or more Lots, or (iii) a decision by the
42 Association by affirmative act or failure to act, not to repair damaged Common
43 Area, the Association shall have the power and authority to resurvey the

1 remaining portion of the Development and to execute and record, on behalf of
2 itself and the individual Owners, all necessary documents to show the altered
3 status of the Development, including but not limited to a revised Subdivision Map
4 and an amended Declaration and readjustment of the percentages of undivided
5 interest of the remaining Owners in the Development, if applicable.
6
7

8 **ARTICLE 12** **RIGHTS OF MORTGAGEES**

9
10 12.1 Conflict. Notwithstanding any contrary provision contained elsewhere in the
11 Governing Documents, the provisions of this **Article 12** shall control with respect
12 to the rights and obligations of Institutional Mortgagees specified in this **Article**
13 **12.**
14

15 12.2 Mortgages Permitted. Any Lot Owner may encumber his or her Lot with a
16 mortgage or deed of trust.
17

18 12.3 Intention to Conform to Mortgagees' Requirements. It is intended that the
19 Declaration, the Bylaws, and the Articles and the Development in general shall
20 be able to meet the requirements necessary to purchase, guarantee, insure, or
21 subsidize any mortgage of a Lot in the Development by the Federal Home Loan
22 Mortgage Corporation and the Federal National Mortgage Association or any
23 other or successor institution(s) serving the same or similar function. To that
24 end, the Board is authorized, but not obligated, to take such action or adopt such
25 resolution required by any mortgagee to bring the Declaration or the Bylaws or
26 the Development into conformity with the requirements of any of these entities or
27 agencies as the Board in its discretion shall determine is reasonably achievable
28 and consistent with the interests of the Association and of its Members as a
29 whole.
30

31 12.4 Subordination of Assessment Lien. Assessment liens shall be subordinate to the
32 lien of First Mortgages to the extent provided in **Section 8.22** ("Subordination to
33 Lien of First Mortgage").
34

35 12.5 Notice of Mortgage Default. Each Mortgagee of a Lot shall give the Association
36 written notice of default by its mortgagor under the Mortgage within ten (10) days
37 following recordation of a notice of default under the Mortgage or deed of trust in
38 accordance with the provisions of *Civil Code* section 2924b or any amendment or
39 superseding statute.
40

41 12.6 Mortgage Protection. No breach of any of the covenants, conditions and
42 restrictions nor the enforcement of any lien provisions contained in this
43 Declaration shall render invalid the lien of any First Mortgage made in good faith

1 and for value on any Lot, but all of the covenants, conditions, and restrictions
2 shall be binding upon and effective against any Owner whose title is derived
3 through foreclosure, trustee's sale or otherwise.
4
5
6

7 **ARTICLE 13 ENFORCEMENT; NOTICE; HEARINGS**
8

9 13.1 Violations As Nuisance. Every act or omission constituting or resulting in a
10 violation of any of the provisions of the Governing Documents shall be deemed to
11 constitute a nuisance. In addition to any other remedies which may be available,
12 such nuisance may be abated or enjoined by the Association or its officers or
13 Board of Directors or by any Owner; *provided, however,* that the Board shall not
14 be obligated to take action to abate or enjoin a particular violation if, in the
15 exercise of its discretion, the Board determines that acting to abate or enjoin
16 such violation is not likely to foster or protect the interests of the Association and
17 its Members as a whole. Notwithstanding the preceding sentence and without
18 limiting the generality of the proviso therein, nothing in the Governing Documents
19 shall be deemed to impose upon the Association, the Board, or the officers,
20 employees, or agents of the Association a duty to intervene in any physical
21 dispute or altercation or any criminal or alleged criminal activity other than to
22 notify law enforcement officials.
23

24 13.2 Violation of Law Is a Violation of the Declaration. Any violation of a state,
25 municipal, or local law, ordinance or regulation pertaining to the ownership,
26 occupancy, or use of any property within the Development is hereby declared to
27 be a violation of this Declaration and subject to any and all of the enforcement
28 procedures set forth herein.
29

30 13.3 Owner's Responsibility for Conduct and Damages. Each Owner shall be fully
31 responsible for informing members of his or her household, Contract Purchasers,
32 tenants, invitees, and guests of the provisions of the Governing Documents, and
33 shall be fully responsible for the conduct, activities, and any Governing
34 Document violation of any of them, and for any damage to the Development or
35 the Association resulting from the negligent or intentional conduct of any of them
36 or the conduct of any pet belonging to any of them. If a Lot is owned jointly by
37 two (2) or more persons, the liability of each Owner in connection with the
38 obligations imposed by the Governing Documents shall be joint and several; that
39 is, each co-Owner individually shall be fully liable and responsible and all co-
40 Owners collectively shall be fully liable and responsible. The foregoing
41 provisions of this **Section 13.3** are in addition to and shall not limit the generality
42 of the provisions of **Section 5.7** ("Family Day Care Homes"); **Section 5.8**
43 ("Residential Care Facilities"); **Section 5.17** ("Animals"); **Section 6.6**

1 (“Indemnification Regarding Tenant’s Actions”); and **Section 7.19** (“Disclaimer of
2 Liability”).

3
4 13.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the
5 Governing Documents through non-use of any Common Area facilities or by
6 abandonment of his or her Lot.

7
8 13.5 Enforcement Rights Are Cumulative. As provided in *Civil Code* section 5975, the
9 Association, its directors, officers, or agents, and any Owner shall have the right
10 to enforce any and all provisions of the Governing Documents by any proceeding
11 at law or in equity, or, with respect to action by the Association, through the use
12 of such other remedies as are available and deemed appropriate by the Board.
13 Each remedy provided is cumulative and not exclusive.

14
15 13.6 Injunctions. Except for the nonpayment of any Assessment levied pursuant to
16 the provisions of this Declaration, it is hereby declared that a remedy at law to
17 recover damages for a default in the performance of any of the terms and
18 provisions of any of the Governing Documents or for the breach or violation of
19 any such provisions is inadequate and that the failure of any Owner, Contract
20 Purchaser, member of his or her household, tenant, invitee, guest, or household
21 pets or any other occupant or user of any of the property within the Development
22 to comply with any provision of the Governing Documents may be enjoined in
23 any judicial proceedings initiated by the Association, its officers or Board of
24 Directors, or by any Owner or by their respective successors in interest.

25
26 13.7 Limitation on Association’s Disciplinary Rights. To the extent provided in *Civil*
27 *Code* section 4510, the Association shall not have the power and authority to
28 cause a forfeiture or abridgment of an Owner’s right to the full use and
29 occupancy of his or her Lot as the result of the failure by such Owner, members
30 of his or her household, Contract Purchaser, tenants, invitees, guests or pets to
31 comply with any provision of the Governing Documents, except where such
32 forfeiture or abridgment is the result of the judgment of a court of competent
33 jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or
34 sale under private power of sale for failure of such Owner to pay Assessments
35 levied by the Association pursuant to this Declaration and except to the extent of
36 the Association’s rights pursuant to Section 8.18 (“Assignment of Rents As
37 Security for Payment”). The provisions of this Section 13.7 shall not affect the
38 Association’s right to impose other sanctions including imposing Enforcement
39 Assessments as provided in Section 13.8 (“Imposing Sanctions”).

40
41 13.8 Imposing Sanctions. Upon an explicit finding and for reasons specified by the
42 Board following a hearing called by the Board and conducted in accordance with
43 this Article 13, the Board shall have the power to impose sanctions on a Member

1 who is in default in the payment of any Assessment or Additional Charge levied
2 by the Board or is found to be in violation of any provision of the Governing
3 Documents. Sanctions may include loss of good standing, suspension of other
4 rights, and/or monetary penalties (fines), as described below.

5
6 **13.8.1 Loss of Good Standing.** The Board may suspend a Member's Good
7 Standing for so long as the Member remains in default of such
8 payment or until the violation is remedied. When a Member is not in
9 Good Standing, his or her Association voting rights shall be suspended
10 and the Member shall be disqualified from serving on the Board.

11
12 **13.8.2 Monetary Penalties (Fines).** The Board may adopt a policy imposing
13 monetary penalties or fines (which shall constitute Enforcement
14 Assessments) pursuant to *Civil Code* section 5850. Such policy, if
15 adopted, which shall be distributed to the Member in the annual policy
16 statement pursuant to *Civil Code* section 5310. Multiple fines may be
17 imposed for multiple violations. The schedule of fines may be changed
18 by the Board by a Rule change pursuant to *Civil Code* section 4360
19 and following.

20
21 **13.8.3 Monthly Sanctions for Continuing Violations.** In the case of a
22 continuing violation, such as an uncorrected architectural violation,
23 where an Owner fails to remedy the violation after notice from the
24 Board to do so, the Board may impose sanctions, including monetary
25 penalties, such sanctions to remain in effect for a period of one (1)
26 month or until the continuing violation is remedied, whichever occurs
27 sooner. If the continuing violation has not been remedied within the
28 one (1) month period, the Board may impose separate and successive
29 sanctions for the continuing violation, provided the Board conducts a
30 separate hearing, not more frequently than once a month, before
31 imposing each successive sanction. The Board may limit the scope of
32 such hearing to facts and circumstances occurring subsequent to the
33 previous hearing relating to the subject continuing violation.

34
35 **13.8.4 Reimbursement Assessment Not a Sanction.** The imposition of a
36 Reimbursement Assessment pursuant to the Declaration does not
37 constitute and shall not be deemed to be a sanction.

38
39 **13.9 Written Notice of Violation.** If the Board determines, whether on its own initiative
40 or pursuant to a written complaint, that a violation of the Governing Documents
41 exists or has occurred, it shall notify the responsible Owner(s) by written notice in
42 compliance with Section 13.10 ("Notices: Content, Delivery").

1 13.10 Notices: Content, Delivery. Any notice of violation required or given under this
2 Article 13 shall be in writing and shall comply with *Civil Code* section 5855 as to
3 content and time of service and with *Civil Code* section 4040 as to method of
4 service.
5

6 13.10.1 Content of Notice of Violation. Any notice given by the Association to a
7 Member shall comply with *Civil Code* section 5855 and shall, at a
8 minimum, set forth a brief description of the act or omission
9 constituting the alleged violation of the Governing Documents; a
10 reference to the specific Governing Document provision or provisions
11 alleged to have been violated; if applicable, a statement that the
12 Member may request a hearing by the Board; the date, time, and
13 location of any hearing called by the Board; and any sanction,
14 disciplinary action, or other enforcement action being contemplated by
15 the Board.
16

17 13.10.2 Delivery of Notice. Any notice may be given by any method provided
18 for in *Civil Code* section 4040; *provided, however*, that (i) if notice is
19 given by mail, it shall be sent postage prepaid by United States first-
20 class mail and/or by certified mail, return-receipt requested; and (ii) if
21 given by the Association to a Member, it shall be sent to the most
22 recent address for the affected Member as shown on the records of the
23 Association. Pursuant to *Civil Code* section 4050(b), if sent by United
24 States mail, delivery of such is deemed complete upon deposit in the
25 United States mail, postage prepaid. Pursuant to *Civil Code* section
26 4050(c), if such notice is sent by electronic means, delivery is deemed
27 complete at the time of transmission.
28

29 13.10.3 Owner's Address for Notice. It shall be each Owner's responsibility to
30 notify the Association in writing of any change in the Owner's address
31 for the purpose of receiving notices from the Association. The fact that
32 a different address appears on correspondence to the Association from
33 an Owner shall not constitute such written notice, unless it is expressly
34 stated that such address is a change of address for the purpose of
35 receiving notice from the Association. Upon transfer of title to a Lot,
36 the transferee shall be responsible for notifying the Association of such
37 transfer. The notification shall set forth the address of the Lot, the
38 names of the transferee and the transferor, and the date of sale or
39 other transfer. Prior to receipt of such notification, any and all
40 communications required or permitted to be given by the Association
41 or the Board to the Lot Owner shall be deemed to be duly made and
42 given to the transferee if duly and timely made and given to the person

1 shown as the Owner of the Lot and at the address in the Association's
2 records.

3
4 13.10.4 Notice to Co-Owners or Occupants. Unless otherwise provided by law,
5 when a Lot is owned by two (2) or more co-Owners or is occupied by
6 two or more Occupants, notice to one (1) Owner or to one Occupant
7 shall be deemed notice to all Owners or to all Occupants, as the case
8 may be.

9
10 13.11 Hearing Called by the Board; Executive Session; Open Meeting. To the extent
11 required by *Civil Code* section 5855, whenever the Board determines to conduct
12 a hearing, it shall notify the affected Owner(s) and/or Resident(s) in writing by
13 Individual Delivery, at least ten (10) days before the Board meeting at which the
14 matter will be considered. If the matter concerns Member discipline or the
15 imposition of sanctions, the Board shall meet in executive session if requested by
16 the Member, *unless* (and then only to the extent) applicable law requires that
17 certain actions by the Board be conducted at an open meeting of the Board, such
18 as *Civil Code* section 5673 concerning a decision to record a lien for delinquent
19 Assessments. If the matter concerns compliance with architectural approval
20 requirements, the hearing shall be conducted in open meeting pursuant to *Civil*
21 *Code* section 4765. In the Board's discretion, other interested person(s) may
22 attend a hearing and may present information relevant to the subject matter of
23 the hearing. If a notified Owner or Resident fails to attend a noticed hearing, the
24 Board may nevertheless conduct its deliberations and make a determination
25 based on its own investigation and any other information supplied to it that the
26 Board deems reasonably reliable.

27
28 13.12 Owner's Request for Hearing. An Owner who has received a notice of violation
29 sent pursuant to Section 13.9 ("Written Notice of Violation") or a notice of
30 corrective action sent pursuant to Section 13.14 ("Enforcement by Association in
31 Emergency Situations") or as otherwise provided in the Governing Documents,
32 may request a hearing before the Board by submitting a written request to the
33 Board. If an Owner is requesting a meeting to discuss a payment plan for a past
34 due debt owed to the Association, the meeting shall be scheduled and conducted
35 as provided in Section 8.15.3 ("Owner's Right to Discuss Payment Plan"). If the
36 Owner is requesting a hearing concerning a notice of violation sent pursuant to
37 Section 13.9 ("Written Notice of Violation") or a notice of corrective action sent
38 pursuant to Section 13.14 ("Enforcement by Association in Emergency
39 Situations"), the request for hearing must be submitted within ten (10) days after
40 the date of such notice. The Board shall schedule a hearing at its next regular
41 meeting that is at least five (5) days after its receipt of an Owner's request for
42 hearing or, in the Board's discretion, at another time agreed by the Board and the
43 Owner. Hearings shall be conducted in executive session or at an open meeting

1 as provided in Section 13.11 (“Hearing Called by the Board; Executive Session;
2 Open Meeting”).

3
4 **13.13 Notice of Hearing Decisions.** Within fifteen (15) days after a hearing is
5 conducted, the Board shall notify the Owner or Resident in writing as to its
6 decision. If the Board decides to impose sanctions, the notice shall describe the
7 sanctions imposed and, if applicable, their effective dates.

8
9 **13.14 Enforcement by Association in Emergency Situations.**

10
11 **13.14.1 Definition of Emergency Situation.** For purposes of this **Section 13.14**,
12 the following shall constitute emergency situations:

- 13
14 (i) an immediate and unreasonable infringement of or threat to the
15 safety or peaceful enjoyment of Residents of the Development,
16
17 (ii) a traffic or fire hazard,
18
19 (iii) a threat of material damage to or destruction of the
20 Development or any portion thereof,
21
22 (iv) a violation of any provision of the Governing Documents that is
23 of such a nature that there is no material question regarding the
24 identity of the violator or whether the violation has occurred
25 (such as parking violations).

26
27 **13.14.2 Immediate Corrective Action.** Notwithstanding any other provisions of
28 the Governing Documents, under circumstances that constitute an
29 emergency, the Board or its duly-authorized agents may undertake
30 immediate corrective action. The Board shall promptly thereafter send
31 written notice of the corrective action to the affected Owner including
32 notice of any Reimbursement Assessment assessed to the Owner for
33 costs incurred by the Association in connection therewith. If the Owner
34 requests a hearing pursuant to **Section 13.12** (“Owner’s Request for
35 Hearing”), enforcement of any Reimbursement Assessment imposed
36 by the Board shall be held in abeyance and shall be pursued only if
37 affirmed by the Board at the hearing.

38
39 **13.15 Internal Dispute Resolution.**

40
41 **13.15.1 Fair, Reasonable, and Expedient Procedure.** The provisions of
42 Article 7 (“Architectural Approval”) and of Section 13.10 (“Written
43 Notice of Violation”) through Section 13.14 (“Enforcement by

1 Association in Emergency Situations”) are intended to provide a fair,
2 reasonable, and expeditious procedure for resolving disputes between
3 the Association and any Member that are subject to *Civil Code*
4 sections 5900 through 5920 (which apply to, among other things,
5 enforcement of applicable provisions of the *Corporations Code* and
6 enforcement of the Governing Documents). The above-referenced
7 provisions of the Declaration shall constitute the Association’s “internal
8 dispute resolution” process as required by *Civil Code* section 5905.
9

10 **13.15.2 Statutory Default Procedures.** If the Association shall fail to comply
11 with the Association’s internal dispute resolution process, then the
12 Association and the affected Member shall abide by the statutory
13 default procedures provided in *Civil Code* section 5915, or successor
14 statute. Any resolution so agreed upon by the parties thereto, that is
15 not in conflict with the law or the Governing Documents, shall bind the
16 parties and shall be judicially enforceable as provided in *Civil Code*
17 section 5910.
18

19 **13.15.3 Alternative Dispute Resolution May Also Apply.** If (a) the subject
20 matter of the dispute (including, among other things, enforcement of
21 applicable provisions of the *Corporations Code* and enforcement of the
22 Governing Documents) and the remedy sought (including certain kinds
23 of declaratory, injunctive, or writ relief, which may be in conjunction
24 with certain limited monetary relief, but excluding small claims actions
25 and excluding Assessment disputes) are subject to *Civil Code* sections
26 5925 through 5965 and (b) the Association and the affected Member
27 do not agree on a resolution through the foregoing internal dispute
28 resolution process provided for in Section 13.15.1 (“Fair, Reasonable,
29 and Expeditious Procedure”), then no party to the dispute may pursue
30 a civil remedy that is subject to *Civil Code* sections 5925 through 5965,
31 without first complying with the “alternative dispute resolution”
32 (hereinafter, “ADR”) procedures set forth in that statute and referenced
33 in Section 13.16 (“Alternative Dispute Resolution Before Initiating
34 Lawsuit”).
35

36 **13.15.4 Annual Description of Internal Dispute Resolution Process.** The
37 Association shall annually provide the Members with a description of
38 the internal dispute resolution process required by *Civil Code* section
39 5920 as part of the annual policy statement prepared pursuant to *Civil*
40 *Code* section 5310. Such description may consist of a copy of Article 7
41 (“Architectural Approval”) through this Section 13.15 (“Internal Dispute
42 Resolution”).
43

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Homes Association for Association purposes. All other uses are expressly prohibited.

1 **13.16 Alternative Dispute Resolution Before Initiating Lawsuit.**

2
3 **13.16.1 Annual Disclosure of ADR Process.** As provided in *Civil Code* section
4 5965, the Association shall annually provide to its Members a
5 summary of the provisions concerning ADR contained in *Civil Code*
6 sections 5925 through 5965 as part of the annual policy statement
7 prepared pursuant to *Civil Code* section 5310. Such summary may
8 consist of a copy of this Section 13.16. Such summary shall include
9 the following language:

10
11 “Failure of a member of the association to comply with the alternative
12 dispute resolution requirements of Section 5930 of the *Civil Code* may
13 result in the loss of the member’s right to sue the association or
14 another member of the association regarding enforcement of the
15 governing documents or the applicable law.”

16
17 **13.16.2 When ADR Applies.** The requirements of this Section 13.16 apply to
18 civil action or proceedings as defined in *Civil Code* section 5925(b)
19 when the remedy sought is solely for declaratory, injunctive, or writ
20 relief or if for the foregoing relief in conjunction with monetary damages
21 not in excess of the jurisdictional amount for a small claims action as
22 stated in *California Code of Civil Procedure* sections 116.220 and
23 116.221, all as provided in *Civil Code* section 5930(b). *Civil Code*
24 sections 5925 through 5965 apply to disputes between Members as
25 well as to disputes between the Association and a Member. The ADR
26 requirements of this Section 13.16 do not apply to Assessment
27 disputes or to an action in small claims court.

28
29 **13.16.3 Statutory ADR Process.** In accordance with *Civil Code* sections 5925
30 through 5965, the Association or a Member may not file an
31 “enforcement action” as defined in the statute unless the parties have
32 endeavored to submit their dispute to “alternative dispute resolution” as
33 the term is defined in *Civil Code* section 5925(a) and as the process is
34 specified in *Civil Code* sections 5935, 5940, and 5945.

35
36 **13.17 Non-waiver of Enforcement.** Failure to enforce any provision of the Governing
37 Documents at any time shall not be deemed a waiver of the right to do so
38 thereafter with respect to the same or any other violation of any provision of the
39 Governing Documents.
40
41
42

1 **ARTICLE 14** **AMENDMENT**

2
3 14.1 Required Approval. This Declaration may be amended by the affirmative vote of
4 Members representing at least a majority of the Total Voting Power of the
5 Association; *provided, however*, that, upon advice of legal counsel licensed to
6 practice law in the State of California including the drafting by legal counsel of
7 appropriate amendatory provisions, the Board shall have the authority without the
8 requirement of Member approval to amend any provision of the Declaration (i) to
9 resolve any conflict between the Declaration and applicable law which may arise
10 due to the enactment or amendment of a statute or due to a development in
11 applicable case law or (ii) to conform the provisions of the Declaration to changes
12 in applicable statutory law that impose requirements that are non-discretionary in
13 nature.

14
15 14.2 Amendment Must Be Recorded. Any amendment of the Declaration shall be
16 signed and acknowledged by the duly-authorized officer(s) of the Association and
17 recorded in the Office of the County Recorder.

18
19 14.3 Presumption of Validity. There will be a presumption subsequent to the
20 recording of an amendment to this Declaration pursuant to **Section 14.2**
21 (“Amendment Must Be Recorded”) that all votes and consents required to pass
22 the same pursuant to **Section 14.1** (“Required Approval”) were duly obtained in
23 accordance with the Governing Documents and applicable law. Such
24 presumption may be rebutted by an action commenced within one (1) year from
25 the date the amendment is recorded. In the absence of any such action, such
26 presumption shall thereafter become conclusive.

27
28
29 **ARTICLE 15** **GENERAL PROVISIONS**

30
31 15.1 Headings. The headings used in this Declaration are for convenience only and
32 are not to be used in interpreting the meaning of any of the provisions of this
33 Declaration, or otherwise.

34
35 15.2 Severability. The provisions of this Declaration shall be deemed independent
36 and severable, and the invalidity or partial invalidity or unenforceability of any
37 provision hereof shall not invalidate any other provisions hereof.

38
39 15.3 Liberal Construction. The provisions of this Declaration shall be liberally
40 construed to effectuate its purpose of fostering a plan of community ownership
41 and occupancy and of management of the Development for the benefit of the
42 community.

1 15.4 Amendment to Referenced Statutes; Time for Performance. References in the
2 Declaration to particular statutes, including sections of the *Civil Code* or the
3 *Corporations Code*, shall be deemed to include any successor statute and any
4 amendments to existing or successor statutes. Whenever this Declaration states
5 a time for the performance of any act by the Association which by law (as it may
6 exist from time to time) must be performed at or within a specified time, the time
7 for the performance of such act shall be deemed to be the widest timeframe
8 permitted under then-applicable law.
9

10 15.5 Number; Gender. The singular shall include the plural and the plural the singular
11 unless the context requires the contrary, and the masculine, feminine, and neuter
12 shall each include the masculine, feminine, or neuter, as the context requires.
13

14 15.6 Exhibits. All exhibits attached to this Declaration are incorporated by this
15 reference as though fully set forth herein.
16

17 15.7 Power of Attorney. To the extent necessary to carry out and enforce the
18 provisions of this Declaration, an irrevocable power of attorney coupled with an
19 interest is granted to the Association by the Owners and each of them.
20

21 15.8 Term. The covenants, conditions, restrictions, limitations, reservations, grants of
22 easement, rights, rights-of-way, liens, charges, and equitable servitudes
23 contained in this Declaration shall run with and shall benefit and burden all of the
24 real property subject to this Declaration, including without limitation the Lots and
25 Common Areas, and shall inure to the benefit of and be binding upon the
26 Owners, the Association, its Board of Directors and officers, and their respective
27 agents and successors in interest, for a term of thirty (30) years from the date of
28 recordation of this Declaration. Thereafter the term shall be automatically
29 extended for successive periods of ten (10) years each, unless within the six (6)
30 months prior to the expiration of the initial thirty (30) year term or within six (6)
31 months prior to the expiration of any ten (10) year extension period a written
32 instrument, approved by Owners entitled to vote and holding at least a majority of
33 the Total Voting Power of the Association, terminating the effectiveness of this
34 Declaration shall be recorded in the Office of the County Recorder of San
35 Francisco County, California.
36

37 ///

38 ///

39 ///

40 ///

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Homes Association for Association purposes. All other uses are expressly prohibited.

1 IN WITNESS WHEREOF, we, the Members of ST. FRANCIS HOMES
2 ASSOCIATION, pursuant to the requisite approval, and by means of the
3 signatures of the President and the Secretary, do hereby affirm, approve, and
4 adopt the foregoing Amended and Restated Declaration of Covenants,
5 Conditions and Restrictions of St. Francis Homes Association, which Amended
6 and Restated Declaration of Covenants, Conditions and Restrictions shall be
7 recorded with the County Recorder of San Francisco County, California.

8
9 DATED: _____

ST. FRANCIS HOMES ASSOCIATION,
a California nonprofit mutual benefit
corporation

Dennis F. Shanagher, President

Joseph J. Heinen, Secretary

EXHIBIT A

(Recital Paragraph C)

**Legal Description of the Property Comprising the Development
Subject to This Declaration**

The real property included within the boundaries of the following maps filed in the office of the Recorder of the City and County of San Francisco:

“St. Francis Wood in San Francisco, California” filed October 10, 1912, in Map Book G, at pages 82 and 83;

“St. Francis Wood Extension No. 1” filed February 15, 1917, in Map Book H, at pages 58-60;

“St. Francis Wood Extension No. 2” filed May 1, 1917, in Map Book H, at pages 76 and 77;

“Resubdivision of Blocks Nos. 18 and 21 and portion of Block No. 19 and Lots lettered P, Q, R, and S, St. Francis Wood Extension No., 2, San Francisco, California” filed October 22, 1918, in Map Book H, at pages 100-102; and

“St. Francis Wood Extension No. 3” filed October 30, 1924, in Map Book J, at pages 68-70;

And also those certain pieces, parcels or tracts of land described in that certain deed executed by California Pacific Title Insurance Company to Westgate Park Company, dated October 31, 1919, and recorded in the office of the Recorder of the City and County of San Francisco on November 13, 1919 in Liber 34 of the Official Records at page 228;

And also that certain piece, parcel or tract of land described in that certain deed executed by Residential Development Company of San Francisco to Westgate Park Company, dated April 25, 1925 and recorded in the office of the Recorder of the City and County of San Francisco on April 30, 1925, in Liber 1049 of the Official Records at page 466, and the land described in the deed from Residential Development Company of San Francisco to Westgate Park Company, dated October 3, 1912 and recorded October 10, 1919 in Book 666 of Deeds, at page 230.

EXHIBIT B

(Recital Paragraphs A & B)

**List of Recorded Documents Superseded by
this Amended and Restated Declaration**

Declaration dated October 11, 1912 and recorded on October 11, 1912 in Vol. 676, at page 153, San Francisco Official Records.

Declaration dated March 21, 1917 and recorded on March 22, 1917 in Book 980 of Deeds, at page 340, San Francisco Official Records.

Declaration dated July 31, 1917 and recorded on July 31, 1917 in Book 1015, at page 344 San Francisco Official Records.

Declaration dated October 30, 1924 and recorded on November 5, 1924 in Book 963, at page 179 San Francisco Official Records.

St. Francis Wood Consolidation, Amendment and Extension of Declarations dated March 28, 1990 and recorded on March 29, 1990 in Reel F 92, Image 873 as Document No. E524617, San Francisco Official Records.

EXHIBIT C

(Section 1.25)

**List of Recorded Subdivision Maps
for This Development**

1. “St. Francis Wood in San Francisco, California”, filed October 10, 1912, in Map Book G, at Pages 82 and 83;
2. “St. Francis Wood Extension No. 1”, filed February 15, 1917, in Map Book H, at pages 58 through 60;
3. “St. Francis Wood Extension No. 2”, filed May 1, 1917, in Map Book H, at Pages 76 and 77;
4. “Resubdivision of Blocks Nos. 18 and 21 and portion of Block No. 19 and Lots lettered P. Q. R. S. St. Francis Wood Extension No. 2”, filed October 22, 1918, in Map Book H, at Pages 100 through 102; and
5. “St. Francis Wood Extension No. 3”, filed October 30, 1924, in Map Book J, at Pages 68 through 70.

1
2
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6

EXHIBIT D

(Section 8.7.2)

Lot Square Footage for Allocation of Assessments

Customer No.	Address	Lot Square Footage
15	15 Junipero Serra	11,454
25	25 Junipero Serra	5,009
37	37 Junipero Serra	7,852
55	55 Junipero Serra	5,446
75	75 Junipero Serra	6,777
95	95 Junipero Serra	7,483
1600	1600 Monterey Blvd	5,713
1470	1470 Monterey Blvd.	6,000
1495	1495 Monterey Blvd.	7,353
1501	1501 Monterey Blvd.	6,000
1515	1515 Monterey Blvd.	7,509
1520	1520 Monterey Blvd.	6,000
1535	1535 Monterey Blvd.	10,334
1555	1555 Monterey Blvd.	13,579
1601	1601 Monterey Blvd.	20,600
1615	1615 Monterey Blvd.	12,012
1625	1625 Monterey Blvd.	16,489
1688	1688 Monterey Blvd.	4,456
1700	1700 Monterey Blvd.	4,959
1900	1900 Monterey Blvd.	4,704
1950	1950 Monterey Blvd.	7,662
2000	2000 Monterey Blvd.	4,635
2100	2100 Monterey Blvd.	5,880
1253	1253 Portola Drive	6,497
1283	1283 Portola Drive	4,120
1325	1325 Portola Drive	3,693
1337	1337 Portola Drive	3,847
1347	1347 Portola Drive	6,272
1365	1365 Portola Drive	6,446
1385	1385 Portola Drive	6,604
1395	1395 Portola Drive	3,727
1421	1421 Portola Drive	5,891
1435	1435 Portola Drive	3,510

Customer No.	Address	Lot Square Footage
1441	1441 Portola Drive	4,988
1521	1521 Portola Drive	4,828
1529	1529 Portola Drive	7,560
10	10 San Andreas Way	5,123
11	11 San Andreas Way	6,169
17	17 San Andreas Way	11,327
20	20 San Andreas Way	4,626
25	25 San Andreas Way	7,923
29	29 San Andreas Way	8,210
34	34 San Andreas Way	4,694
40	49 San Andreas Way	5,685
45	45 San Andreas Way	5,400
50	50 San Andreas Way	6,296
51	51 San Andreas Way	6,251
55	55 San Andreas Way	6,587
60	60 San Andreas Way	10,026
61	61 San Andreas Way	8,067
67	67 San Andreas Way	7,992
70	70 San Andreas Way	6,893
75	75 San Andreas Way	8,341
80	80 San Andreas Way	5,095
81	81 San Andreas Way	9,478
85	85 San Andreas Way	7,534
86	86 San Andreas Way	5,360
95	95 San Andreas Way	6,844
96	96 San Andreas Way	6,655
100	100 San Anselmo Ave.	6,194
115	115 San Anselmo Ave.	5,066
125	125 San Anselmo Ave.	5,005
135	135 San Anselmo Ave.	7,548
140	140 San Anselmo Ave.	7,982
15	15 San Anselmo Ave.	6,952
155	155 San Anselmo Ave.	10,417
160	160 San Anselmo Ave.	7,048
165	165 San Anselmo Ave.	6,557
170	170 San Anselmo Ave.	6,508
175	175 San Anselmo Ave.	7,763
180	10 San Anselmo Ave.	7,124
195	195 San Anselmo Ave.	5,972

Customer No.	Address	Lot Square Footage
199	199 San Anselmo Ave.	6,740
201	201 San Anselmo Ave.	9,245
220	220 San Anselmo Ave.	7,634
225	225 San Anselmo Ave.	7,762
230	230 San Anselmo Ave.	5,776
235	235 San Anselmo Ave.	9,075
25	25 San Anselmo Ave.	5,011
251	251 San Anselmo Ave.	8,541
260	260 San Anselmo Ave.	9,475
265	265 San Anselmo Ave.	7,560
270	270 San Anselmo Ave.	7,017
285	285 San Anselmo Ave.	20,684
33	33 San Anselmo Ave.	5,019
39	39 San Anselmo Ave.	5,047
44	44 San Anselmo Ave.	7,102
45	45 San Anselmo Ave.	5,094
50	50 San Anselmo Ave.	5,554
55	55 San Anselmo Ave.	5,161
63	63 San Anselmo Ave.	5,247
69	69 San Anselmo Ave.	5,352
75	75 San Anselmo Ave.	5,477
99	99 San Anselmo Ave.	5,606
10	10 San Benito Way	5,497
11	11 San Benito Way	5,487
110	110 San Benito Way	4,950
111	111 San Benito Way	4,527
120	120 San Benito Way	5,000
121	121 San Benito Way	4,525
130	130 San Benito Way	5,000
135	135 San Benito Way	4,973
140	140 San Benito Way	5,000
141	141 San Benito Way	4,518
145	145 San Benito Way	4,966
150	150 San Benito Way	5,000
155	155 San Benito Way	4,512
160	160 San Benito Way	5,000
170	170 San Benito Way	5,000
171	171 San Benito Way	9,917
180	180 San Benito Way	5,000

Customer No.	Address	Lot Square Footage
183	183 San Benito Way	4,502
190	190 San Benito Way	5,000
20	20 San Benito Way	5,002
21	21 San Benito Way	4,570
24	24 San Benito Way	5,004
27	27 San Benito Way	4,567
28	28 San Benito Way	5,007
35	35 San Benito Way	4,564
40	40 San Benito Way	6,013
44	44 San Benito Way	5,014
45	45 San Benito Way	4,561
50	50 San Benito Way	6,820
55	55 San Benito Way	4,558
58	58 San Benito Way	5,048
59	59 San Benito Way	5,011
64	64 San Benito Way	4,995
65	65 San Benito Way	5,008
72	72 San Benito Way	5,026
75	75 San Benito Way	4,549
77	77 San Benito Way	4,546
80	80 San Benito Way	5,029
85	85 San Benito Way	4,543
90	90 San Benito Way	4,979
100	100 San Buenaventura	10,083
120	120 San Buenaventura	7,571
130	130 San Buenaventura	6,706
135	135 San Buenaventura	5,000
145	145 San Buenaventura	7,040
150	150 San Buenaventura	8,025
160	160 San Buenaventura	9,827
165	165 San Buenaventura	11,236
20	20 San Buenaventura	6,851
35	35 San Buenaventura	6,879
40	40 San Buenaventura	6,572
50	50 San Buenaventura	8,233
55	55 San Buenaventura	5,888
70	70 San Buenaventura	5,024
1	1 San Fernando Way	12,068
115	115 San Fernando Way	5,500

Customer No.	Address	Lot Square Footage
120	120 San Fernando Way	5,500
125	125 San Fernando Way	5,000
130	130 San Fernando Way	5,000
135	135 San Fernando Way	5,000
140	140 San Fernando Way	5,000
145	145 San Fernando Way	5,500
150	150 San Fernando Way	5,000
155	155 San Fernando Way	5,000
160	160 San Fernando Way	5,000
165	165 San Fernando Way	5,000
170	170 San Fernando Way	5,000
175	175 San Fernando Way	5,500
180	180 San Fernando Way	5,000
2	2 San Fernando Way	6,734
35	35 San Fernando Way	8,035
38	38 San Fernando Way	7,936
45	45 San Fernando Way	5,000
55	55 San Fernando Way	5,000
65	65 San Fernando Way	5,000
66	66 San Fernando Way	7,500
75	75 San Fernando Way	5,000
80	80 San Fernando Way	11,978
11	11 San Jacinto Way	13,496
19	19 San Jacinto Way	11,339
25	25 San Jacinto Way	7,132
27	27 San Jacinto Way	4,134
32	32 San Jacinto Way	5,264
36	36 San Jacinto Way	5,270
11	11 San Leandro Way	6,381
110	110 San Leandro Way	5,537
115	115 San Leandro Way	5,385
12	12 San Leandro Way	5,196
120	120 San Leandro Way	5,031
125	125 San Leandro Way	5,000
130	130 San Leandro Way	5,034
135	135 San Leandro Way	5,000
139	139 San Leandro Way	5,500
140	140 San Leandro Way	5,037
15	15 San Leandro Way	5,812

Customer No.	Address	Lot Square Footage
150	150 San Leandro Way	5,040
155	155 San Leandro Way	5,000
160	160 San Leandro Way	5,043
163	163 San Leandro Way	5,500
170	170 San Leandro Way	5,046
175	175 San Leandro Way	5,000
180	180 San Leandro Way	5,049
185	185 San Leandro Way	5,000
195	195 San Leandro Way	10,492
20	20 San Leandro Way	5,162
29	29 San Leandro Way	13,522
30	30 San Leandro Way	5,044
36	36 San Leandro Way	5,249
45	45 San Leandro Way	5,705
50	50 San Leandro Way	5,000
51	51 San Leandro Way	6,145
52	52 San Leandro Way	5,003
55	55 San Leandro Way	6,058
60	60 San Leandro Way	5,006
67	67 San Leandro Way	5,045
70	70 San Leandro Way	5,009
75	75 San Leandro Way	7,562
78	78 San Leandro Way	5,012
10	10 San Lorenzo Way	4,175
15	15 San Lorenzo Way	7,030
20	20 San Lorenzo Way	4,194
35	35 San Lorenzo Way	7,030
45	45 San Lorenzo Way	4,686
55	55 San Lorenzo Way	5,237
65	65 San Lorenzo Way	5,236
7	7 San Lorenzo Way	4,687
75	75 San Lorenzo Way	10,051
1	1 San Pablo Avenue	3,751
10	10 San Pablo Avenue	3,996
100	100 San Pablo Avenue	5,800
101	101 San Pablo Avenue	5,003
105	105 San Pablo Avenue	4,026
11	11 San Pablo Avenue	3,882
111	111 San Pablo Avenue	4,106

Customer No.	Address	Lot Square Footage
112	112 San Pablo Avenue	3,590
115	115 San Pablo Avenue	5,580
120	120 San Pablo Avenue	3,367
121	121 San Pablo Avenue	5,666
124	124 San Pablo Avenue	4,130
127	127 San Pablo Avenue	5,747
130	130 San Pablo Avenue	4,290
131	131 San Pablo Avenue	4,352
135	135 San Pablo Avenue	4,378
136	136 San Pablo Avenue	4,291
139	139 San Pablo Avenue	4,398
140	140 San Pablo Avenue	4,262
141	141 San Pablo Avenue	4,402
143	143 San Pablo Avenue	4,406
146	146 San Pablo Avenue	4,248
147	147 San Pablo Avenue	4,407
154	154 San Pablo Avenue	4,209
155	155 San Pablo Avenue	4,389
160	160 San Pablo Avenue	4,097
161	161 San Pablo Avenue	4,370
167	167 San Pablo Avenue	4,878
17	17 San Pablo Avenue	3,972
170	170 San Pablo Avenue	3,476
175	175 San Pablo Avenue	9,840
180	180 San Pablo Avenue	3,885
181	181 San Pablo Avenue	5,008
190	190 San Pablo Avenue	7,028
20	20 San Pablo Avenue	5,187
21	21 San Pablo Avenue	4,360
25	25 San Pablo Avenue	4,564
30	30 San Pablo Avenue	6,050
31	31 San Pablo Avenue	4,638
38	38 San Pablo Avenue	7,246
39	39 San Pablo Avenue	4,538
45	45 San Pablo Avenue	4,336
49	49 San Pablo Avenue	3,947
50	50 San Pablo Avenue	4,785
55	55 San Pablo Avenue	4,210
6	6 San Pablo Avenue	5,373

Customer No.	Address	Lot Square Footage
61	61 San Pablo Avenue	4,244
65	65 San Pablo Avenue	4,252
70	70 San Pablo Avenue	4,740
74	74 San Pablo Avenue	4,734
75	75 San Pablo Avenue	4,261
80	80 San Pablo Avenue	4,254
85	85 San Pablo Avenue	4,246
89	89 San Pablo Avenue	4,210
90	90 San Pablo Avenue	4,286
92	92 San Pablo Avenue	4,345
93	93 San Pablo Avenue	4,161
97	97 San Pablo Avenue	4,096
98	98 San Pablo Avenue	4,220
99	99 San Pablo Avenue	4,011
1	1 San Rafael Way	5,837
2	2 San Rafael Way	6,317
20	20 San Rafael Way	4,446
25	25 San Rafael Way	4,420
30	30 San Rafael Way	4,112
35	35 San Rafael Way	4,018
40	40 San Rafael Way	4,183
45	45 San Rafael Way	4,015
50	50 San Rafael Way	4,253
55	55 San Rafael Way	4,414
65	65 San Rafael Way	4,009
72	72 San Rafael Way	4,324
75	75 San Rafael Way	4,407
76	76 San Rafael Way	4,630
95	95 San Rafael Way	6,194
50	50 Santa Ana Avenue	4,800
110	110 Santa Ana Avenue	4,825
115	115 Santa Ana Avenue	4,049
120	120 Santa Ana Avenue	4,820
125	125 Santa Ana Avenue	5,673
130	130 Santa Ana Avenue	4,816
131	131 Santa Ana Avenue	4,867
141	141 Santa Ana Avenue	4,871
15	15 Santa Ana Avenue	4,873
150	150 Santa Ana Avenue	4,411

Customer No.	Address	Lot Square Footage
151	151 Santa Ana Avenue	4,876
157	157 Santa Ana Avenue	4,880
160	160 Santa Ana Avenue	4,007
165	165 Santa Ana Avenue	4,884
170	170 Santa Ana Avenue	4,405
180	180 Santa Ana Avenue	4,801
195	195 Santa Ana Avenue	5,341
2	2 Santa Ana Avenue	5,840
20	20 Santa Ana Avenue	4,538
24	24 Santa Ana Avenue	5,144
25	25 Santa Ana Avenue	4,404
30	30 Santa Ana Avenue	6,960
35	35 Santa Ana Avenue	7,600
40	40 Santa Ana Avenue	5,520
41	41 Santa Ana Avenue	4,000
45	45 Santa Ana Avenue	5,600
5	5 Santa Ana Avenue	6,721
54	54 Santa Ana Avenue	4,800
55	55 Santa Ana Avenue	4,000
60	60 Santa Ana Avenue	4,800
65	65 Santa Ana Avenue	5,600
66	66 Santa Ana Avenue	5,200
72	72 Santa Ana Avenue	4,000
75	75 Santa Ana Avenue	4,800
80	80 Santa Ana Avenue	5,200
85	85 Santa Ana Avenue	5,600
89	89 Santa Ana Avenue	4,800
90	90 Santa Ana Avenue	4,800
110	110 Santa Clara Avenue	5,326
118	118 Santa Clara Avenue	5,005
124	124 Santa Clara Avenue	5,059
14	14 Santa Clara Avenue	5,470
15	15 Santa Clara Avenue	5,273
20	20 Santa Clara Avenue	5,500
200	200 Santa Clara Avenue	9,005
214	214 Santa Clara Avenue	6,000
230	230 Santa Clara Avenue	7,170
235	235 Santa Clara Avenue	4,961
240	240 Santa Clara Avenue	5,000

Customer No.	Address	Lot Square Footage
245	245 Santa Clara Avenue	5,009
25	25 Santa Clara Avenue	4,471
250	250 Santa Clara Avenue	5,030
255	255 Santa Clara Avenue	5,400
256	256 Santa Clara Avenue	6,000
260	260 Santa Clara Avenue	5,000
265	265 Santa Clara Avenue	5,400
270	270 Santa Clara Avenue	7,500
275	275 Santa Clara Avenue	5,400
290	290 Santa Clara Avenue	7,500
30	30 Santa Clara Avenue	5,500
301	301 Santa Clara Avenue	5,850
310	310 Santa Clara Avenue	5,000
315	315 Santa Clara Avenue	9,000
320	320 Santa Clara Avenue	5,000
330	330 Santa Clara Avenue	10,500
333	333 Santa Clara Avenue	4,725
344	344 Santa Clara Avenue	5,500
345	345 Santa Clara Avenue	4,552
35	35 Santa Clara Avenue	6,080
354	354 Santa Clara Avenue	6,000
355	355 Santa Clara Avenue	4,552
365	365 Santa Clara Avenue	5,000
372	372 Santa Clara Avenue	10,000
375	375 Santa Clara Avenue	4,517
380	380 Santa Clara Avenue	5,000
385	385 Santa Clara Avenue	10,292
40	40 Santa Clara Avenue	6,006
50	50 Santa Clara Avenue	4,988
55	55 Santa Clara Avenue	7,394
60	60 Santa Clara Avenue	4,863
65	65 Santa Clara Avenue	5,440
70	70 Santa Clara Avenue	4,634
75	75 Santa Clara Avenue	5,458
80	80 Santa Clara Avenue	5,073
98	98 Santa Clara Avenue	6,412
145	145 Santa Clara Avenue	5,644
215	215 Santa Clara Avenue	4,961
11	11 Santa Monica Way	4,349

Customer No.	Address	Lot Square Footage
120	120 Santa Monica Way	3,878
130	130 Santa Monica Way	3,402
140	140 Santa Monica Way	3,035
145	145 Santa Monica Way	4,136
149	149 Santa Monica Way	4,059
17	17 Santa Monica Way	4,745
18	18 Santa Monica Way	4,605
2	2 Santa Monica Way	5,945
21	21 Santa Monica Way	4,783
24	24 Santa Monica Way	4,049
27	27 Santa Monica Way	4,760
30	30 Santa Monica Way	4,552
33	33 Santa Monica Way	5,148
37	37 Santa Monica Way	5,520
40	40 Santa Monica Way	4,625
41	41 Santa Monica Way	4,446
45	45 Santa Monica Way	4,545
50	50 Santa Monica Way	4,896
55	55 Santa Monica Way	5,427
56	56 Santa Monica Way	5,064
60	60 Santa Monica Way	4,846
66	66 Santa Monica Way	5,352
70	70 Santa Monica Way	4,775
72	72 Santa Monica Way	4,760
75	75 Santa Monica Way	4,630
80	80 Santa Monica Way	4,723
85	85 Santa Monica Way	5,277
90	90 Santa Monica Way	5,801
94	94 Santa Monica Way	5,081
250	250 Santa Paula Avenue	4,709
1	1 Santa Paula Avenue	7,187
100	100 Santa Paula Avenue	5,188
101	101 Santa Paula Avenue	5,346
111	111 Santa Paula Avenue	5,515
114	114 Santa Paula Avenue	5,089
120	120 Santa Paula Avenue	4,526
125	125 Santa Paula Avenue	5,500
135	135 Santa Paula Avenue	4,400
14	14 Santa Paula Avenue	4,693

Customer No.	Address	Lot Square Footage
145	145 Santa Paula Avenue	4,950
15	15 Santa Paula Avenue	4,603
150	150 Santa Paula Avenue	8,538
2	2 Santa Paula Avenue	6,244
20	20 Santa Paula Avenue	4,693
21	21 Santa Paula Avenue	4,603
212	212 Santa Paula Avenue	4,213
220	220 Santa Paula Avenue	5,813
224	224 Santa Paula Avenue	5,195
225	225 Santa Paula Avenue	4,115
230	230 Santa Paula Avenue	5,875
233	233 Santa Paula Avenue	3,696
235	235 Santa Paula Avenue	4,669
240	240 Santa Paula Avenue	5,213
244	244 Santa Paula Avenue	4,673
245	245 Santa Paula Avenue	4,353
25	25 Santa Paula Avenue	4,603
254	254 Santa Paula Avenue	4,845
255	255 Santa Paula Avenue	4,516
261	261 Santa Paula Avenue	5,123
262	262 Santa Paula Avenue	5,937
265	265 Santa Paula Avenue	6,788
266	266 Santa Paula Avenue	5,917
272	272 Santa Paula Avenue	5,793
299	299 Santa Paula Avenue	25,340
30	30 Santa Paula Avenue	4,693
33	33 Santa Paula Avenue	4,603
37	37 Santa Paula Avenue	4,603
40	40 Santa Paula Avenue	4,693
42	42 Santa Paula Avenue	4,693
45	45 Santa Paula Avenue	4,545
50	50 Santa Paula Avenue	4,693
51	51 Santa Paula Avenue	5,114
55	55 Santa Paula Avenue	4,603
56	56 Santa Paula Avenue	4,693
61	61 Santa Paula Avenue	4,371
66	66 Santa Paula Avenue	4,693
69	69 Santa Paula Avenue	4,236
70	70 Santa Paula Avenue	5,399

Customer No.	Address	Lot Square Footage
73	73 Santa Paula Avenue	7,547
80	80 Santa Paula Avenue	4,608
9	9 Santa Paula Avenue	4,603
90	90 Santa Paula Avenue	7,829
95	95 Santa Paula Avenue	6,785
200	200 Santa Paula Avenue	10,189
100	100 St. Francis Boulevard	6,478
101	101 St. Francis Boulevard	6,478
135	135 St. Francis Boulevard	6,498
136	136 St. Francis Boulevard	6,512
200	200 St. Francis Boulevard	5,176
201	201 St. Francis Boulevard	9,658
235	235 St. Francis Boulevard	6,994
240	240 St. Francis Boulevard	7,036
25	25 St. Francis Boulevard	14,953
300	300 St. Francis Boulevard	6,608
301	301 St. Francis Boulevard	6,586
335	335 St. Francis Boulevard	5,224
340	340 St. Francis Boulevard	5,179
402	402 St. Francis Boulevard	5,414
405	405 St. Francis Boulevard	5,880
435	435 St. Francis Boulevard	6,478
440	440 St. Francis Boulevard	5,979
45	45 St. Francis Boulevard	8,967
501	501 St. Francis Boulevard	6,525
531	531 St. Francis Boulevard	8,296
600	600 St. Francis Boulevard	9,194
601	601 St. Francis Boulevard	8,506
625	625 St. Francis Boulevard	9,781
630	630 St. Francis Boulevard	7,483
66	66 St. Francis Boulevard	4,500
98	98 St. Francis Boulevard	6,278
10	10 Terrace Drive	4,717
101	101 Terrace Drive	6,751
111	111 Terrace Drive	4,374
115	115 Terrace Drive	4,745
119	119 Terrace Drive	4,570
121	121 Terrace Drive	4,000
125	125 Terrace Drive	4,000

Customer No.	Address	Lot Square Footage
129	129 Terrace Drive	4,250
135	135 Terrace Drive	5,583
141	141 Terrace Drive	5,583
145	145 Terrace Drive	4,792
149	149 Terrace Drive	4,792
15	15 Terrace Drive	4,272
153	153 Terrace Drive	4,559
155	155 Terrace Drive	4,553
165	165 Terrace Drive	5,895
171	171 Terrace Drive	3,696
20	20 Terrace Drive	4,003
25	25 Terrace Drive	4,539
30	30 Terrace Drive	4,002
33	33 Terrace Drive	4,539
39	39 Terrace Drive	4,272
40	40 Terrace Drive	4,502
45	45 Terrace Drive	4,272
50	50 Terrace Drive	4,502
55	55 Terrace Drive	4,272
60	60 Terrace Drive	4,003
65	65 Terrace Drive	4,067
66	66 Terrace Drive	4,004
70	70 Terrace Drive	4,504
76	76 Terrace Drive	4,253
80	80 Terrace Drive	4,251
70	70 Yerba Buena Avenue	5,502
100	100 Yerba Buena Avenue	5,968
101	101 Yerba Buena Avenue	9,342
11	11 Yerba Buena Avenue	5,272
115	115 Yerba Buena Avenue	4,847
125	125 Yerba Buena Avenue	4,232
130	130 Yerba Buena Avenue	3,495
136	136 Yerba Buena Avenue	3,687
140	140 Yerba Buena Avenue	3,877
150	150 Yerba Buena Avenue	3,950
152	152 Yerba Buena Avenue	3,950
154	154 Yerba Buena Avenue	3,950
155	155 Yerba Buena Avenue	11,267
160	160 Yerba Buena Avenue	6,939

Customer No.	Address	Lot Square Footage
20	20 Yerba Buena Avenue	5,334
21	21 Yerba Buena Avenue	5,582
24	24 Yerba Buena Avenue	4,804
30	30 Yerba Buena Avenue	5,842
31	31 Yerba Buena Avenue	6,025
34	34 Yerba Buena Avenue	6,157
35	35 Yerba Buena Avenue	4,562
44	44 Yerba Buena Avenue	9,170
45	45 Yerba Buena Avenue	9,132
50	50 Yerba Buena Avenue	6,050
51	51 Yerba Buena Avenue	4,608
55	55 Yerba Buena Avenue	6,892
56	56 Yerba Buena Avenue	5,468
57	57 Yerba Buena Avenue	5,596
60	60 Yerba Buena Avenue	5,475
66	66 Yerba Buena Avenue	5,492
75	75 Yerba Buena Avenue	6,214
80	80 Yerba Buena Avenue	7,318
85	85 Yerba Buena Avenue	4,649
90	90 Yerba Buena Avenue	9,303
15	15 Yerba Buena Avenue	6,286

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EXHIBIT E

(Section 5.22)

Building Setbacks

Lots Shown on Map entitled, "St. Francis Wood in San Francisco, California"

1. No Dwelling with a setback of less than twenty feet (20') as to any front street shall be permitted to be erected or maintained, except as follows:
 - (a) Said setback of Dwellings as to San Rafael Road, Santa Barbara Avenue and St. Francis Boulevard, shall not be less than fifteen feet (15').
 - (b) Said setback of Dwellings in Blocks 8 and 10 as to Portola Drive shall not be less than ten feet (10').
 - (c) Said setback of Dwellings as to lots 12, 13, 14, 15, 16, 17 and 18 of Block 6 and lots 7, 8, 9, 10, 11, 12 and 13 of Block 12 shall not be less than twenty feet (20') as to the Easterly lines of said lots.
2. No Dwelling and no outhouse (including private garage) with a setback of less than fifteen feet (15') as to any side street shall be permitted to be erected or maintained, except as follows:
 - (a) Said setback of such structures as to San Fernando Way shall be not less than twenty feet (20').
 - (b) Said setback of such structures as to St. Francis Boulevard shall not be less than thirteen feet (13').
 - (c) Said setback of such structures as to Portola Drive shall not be less than ten feet (10').
3. No Dwelling, with a setback of less than ten feet (10') as to the rear line of any lot, shall be permitted to be erected or maintained.
4. No garage, except as incorporated in and forming a part of a Dwelling, nor any other outhouse, shall be located within the front half of any lot.

1 5. No uncovered porch or stoop with a setback of less than ten feet (10') as to any
2 front street, or five feet (5') as to any side street, shall be permitted to be erected
3 or installed.
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6 **Lots Shown on Map entitled, "St. Francis Wood Extension No. 1"**
7

8 1. No Dwelling with a setback of less than twenty feet (20') as to any front street
9 shall be permitted to be erected or maintained, except as follows:

10
11 (a) Said setback of Dwellings as to Santa Ana Avenue, and as to St. Francis
12 Boulevard, and as to Lots 1, 2, 3 and 9 in Block 14, and as to Lots 1, 2, 3,
13 4, 9, 10 and 11 in Block 15, and as to Lots 1, 2, 3, 4 and 5 in Block 43,
14 shall not be less than fifteen feet (15').
15

16 (b) Said setback of Dwellings in Blocks 8 and 10 as to Portola Drive, and as
17 to Lots 4, 5, 6, 7 and 8 in Block 14, and as to Lots 5, 6, 7 and 8 in Block 15
18 shall not be less than ten feet (10').
19

20 (c) Said setback of Dwellings as to Lots 13, 14 and 15 in Block 6, and as to
21 Lots 8, 9, 10, 11, 12 and 13 in Block 12 shall not be less than twenty feet
22 (20') as to the Easterly lines of said Lots.
23

24 2. No Dwelling and no outhouse (including private garage) with a setback of less
25 than ten feet (10') as to any side street shall be permitted to be erected or
26 maintained, except as follows:

27
28 (a) Said setback of such structures as to San Fernando Way, and as to Lot 11
29 in Block 16, and as to Lot 1 in Block 17 shall not be less than twenty feet
30 (20').
31

32 (b) Said setback of such structures as to San Rafael Way and Santa Ana
33 Avenue shall not be less than fifteen feet (15').
34

35 (c) Said setback of such structures as to St. Francis Boulevard shall not be
36 less than thirteen feet (13').
37

38 3. No Dwelling with a setback of less than ten feet (10') as to the rear line of the
39 building site upon which said Dwelling is situated, shall be permitted to be
40 erected or maintained.
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42 4. No garage, except as incorporated in and forming a part of a Dwelling, nor any
43 other outhouse, shall be located within the front half of any lot.

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2 5. No uncovered porch, stoop or pergola with a setback of less than ten feet (10') as
3 to any front street, of five feet (5') as to any side street, shall be permitted to be
4 erected or maintained.
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7 **Lots Shown on Map entitled "St. Francis Wood Extension No. 2"**
8

9 1. No Dwelling with a setback of less than twenty feet (20') as to any front street
10 shall be permitted to be erected or maintained, except as follows:
11

12 (a) The setback of Dwelling constructed on the following lots as to the
13 respective "front street" of such lots shall not be less than fifteen feet (15');
14 Lots 15 to 23 inclusive in Block 16; Lots 1 to 8 inclusive and 19 to 23
15 inclusive in Block 20; Lots 11, 12, 13 and 17 to 24 inclusive in Block 21;
16 Lots 12, 16, 17, 27, 28 and 29 in Block 22; Lots 10 and 11 in Block 23;
17 Lots 1, 12, 17, 18, 19 and 26 in Block 24; Lots 1, 7, 8, 12, 18 and 22 in
18 Block 25, and Lots 2 and 3 in Block 26;
19

20 (b) The setback of Dwellings constructed on the following lots as to the
21 respective "front streets" of such lots shall not be less than twelve and
22 one-half feet (12½'); Lots 1, 28, 29, 30 and 31 in Block 19; Lots 1, 2, 13,
23 14 and 30 in Block 22; Lot 14 in Block 23, Lot 16 in Block 24; and Lot 36 in
24 Block 26. The setback of Dwellings constructed on Lot 14 in Block 18 and
25 on Lots 1 to 14 inclusive in Block 19 shall not be less than twelve and one-
26 half feet (12½') with respect to the Southwest boundary line of said lots.
27

28 (c) The setback of Dwellings constructed on the following lots as to the
29 respective "front streets" of such lots shall not be less than ten feet (10');
30 Lots 1 to 13 inclusive in Block 18; Lots 24 and 25 in Block 16; Lots 14, 15
31 and 16 in Block 21; Lot 15 in Block 22; Lots 12 and 13 in Block 23; Lots
32 13, 14, 15, 27, 28, 29, 30 and 31 in Block 24; Lots 9, 10, 11, 19, 20 and 21
33 in Block 25, and Lot 27 in Block 26.
34

35 2. No Dwelling and no outhouse (including private garage, except as provided in
36 paragraph 3 below) with a setback of less than ten feet (10') as to any side street
37 shall be permitted to be erected or maintained, except as follows:
38

39 (a) The setback of such structures constructed on Lot 10 in Block 23 shall not
40 be less than fifteen feet (15') as to its side street.
41

1 (b) Said setback of such structures constructed on Lot 14 in Block 16, and on
2 Lot 9 in Block 20, and on Lot 4 in Block 21, shall not be less than twelve
3 and one half feet (12½') as to the respective "side streets" of such lots.
4

5 (c) No Dwelling with a setback of less than ten feet (10') as to the real line of
6 the building site upon which said Dwelling is situated, shall be permitted to
7 be erected or maintained.
8

9 3. No garage, except as incorporated in and forming a part of a Dwelling, nor any
10 other outhouse, shall be erected within the front half of any lot; except that,
11 where the topography of the lot would make access to a garage located in the
12 rear half thereof difficult or dangerous, the Board may determine the acceptable
13 location of the garage on and such determination shall be final and binding on all
14 Members. No portion of any garage erected within the setback area of any
15 Dwelling as to any front street or any side street shall project more than four feet
16 (4') above the finished graded surface of the ground.
17

18 4. No uncovered porch, stoop or pergola with a setback of less than ten feet (10') as
19 to any front street, or five feet (5') as to any side street, shall be permitted to be
20 erected or maintained.
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22
23 **Lots Shown on Map entitled, "St. Francis Wood Extension No. 3"**
24

25 1. No Dwelling with a setback of less than twenty feet (20') as to any front street
26 shall be permitted to be erected or maintained, except as follows:
27

28 (a) The setback of Dwellings constructed on the following lots as to the
29 respective "front streets" of such lots shall not be less than fifteen feet
30 (15'); Lots 16, 20, 21 and 22 in Block 3105 A.
31

32 (b) The setback of Dwellings constructed on the following lots as to the
33 respective "front streets" of such lots shall not be less than ten feet (10');
34 Lots 17, 18, 19, 23 and 24 in Block 3105 A. Lots 3 and 4 in Block 3077.
35

36 2. No Dwelling and no outhouse (including private garage, except as provided in
37 paragraph 4 below) with a setback of less than ten feet (10') as to any side street
38 shall be permitted to be erected or maintained.
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40 3. No Dwelling with a setback of less than ten feet (10') as to the rear line of the
41 building site upon which said Dwelling is situated, shall be permitted to be
42 erected or maintained.
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4. No garage, except as incorporate in and forming a part of a Dwelling, nor any other outhouse, shall be erected within the front half of any lot, except that, where the topography of the lot would make access to a garage located in the rear half thereof difficult or dangerous, the Board may determine the location of the garage to be constructed thereon, and such determination in respect thereto shall be final and binding on all Members. No portion of any garage erected within the setback area of any Dwelling as to any front street or any side street shall project more than four feet (4') above the finished graded surface of the ground.

5. No uncovered porch, stoop or pergola with a setback of less than ten feet (10') as to any front street, or five feet (5') as to any side street, shall be permitted to be erected or maintained.