RESOLUTION NO. 4029-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR CONSENTING TO AN AMENDMENT TO THE DECLARATION FOR WINDSOR PALMS PLAZA II SHOPPING CENTER RECORDED ON APRIL 30, 1993, PURSUANT TO SECTION 12.04

WHEREAS, the Windsor Palms II Shopping Center is located at 8465 Old Redwood Highway (APN: 164-540-001); and

WHEREAS, the Windsor Palms Plaza II Shopping Center was originally approved as a commercial planned development in 1992; and

WHEREAS, the Declaration for the Windsor Palms Plaza II Shopping Center includes a provision prohibiting amendments without the prior written consent of the Town Council.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Windsor, pursuant to Section 12.04 of the Declaration for Windsor Palms Plaza II Shopping Center, recorded on April 30, 1993, the Town Council consents to an amendment deleting Section 12.04 of the Declaration by the Windsor Palms Plaza II Owners Association.

PASSED, APPROVED AND ADOPTED this 4th day of June 2025, by the following vote:

AYES:	**COUNCILMEMBERS LEEP, WALL, AND VICE MAYOR POTTER**
NOES:	**COUNCILMEMBER SALMON AND MAYOR REYNOZA**
ABSTAIN:	**NONE**
ABSENT:	**NONE**

ROSA REYNOZA, MAYOR

ATTEST:

IRENE CAMACHO-WERBY, TOWN CLERK

Attachment:

- **Exhibit A** - First Restated Declaration for the Windsor Palms Plaza II Shopping Center

WHEN RECORDED MAIL TO:

Windsor Palms Plaza II Owners Association
8465 Old Redwood Highway #406
Windsor, CA 95492

FIRST RESTATED DECLARATION FOR

WINDSOR PALMS PLAZA II SHOPPING CENTER

A PLANNED DEVELOPMENT

FIRST RESTATED DECLARATION FOR WINDSOR PALMS PLAZA II SHOPPING CENTER A PLANNED DEVELOPMENT

THE DECLARATION FOR WINDSOR PALMS PLAZA II SHOPPING CENTER A PLANNED DEVELOPMENT recorded on April 30, 1993, as Document No. 1993-0053781 in the Official Records of Sonoma County, California (the "Original Declaration") is hereby amended and restated in its entirety by WINDSOR PALMS PLAZA II OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation (the "Association"), to read as follows:

RECITALS

A. ~~Declarant~~Windsor Palms Plaza II, a California limited partnership (the "Original Declarant") ~~is~~had been as of the date of recordation of the Original Declaration the owner of that certain real property located in the Town of Windsor, County of Sonoma, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property") and commonly known as 8465 Old Redwood Highway, Windsor, California.

B. Pursuant to the general plan set forth in ~~this~~the Original Declaration, the Original Declarant ~~intends to~~ subdivided the Property into Lots and parcels, ~~to~~ improved the Lots and parcels, and ~~to create~~established a planned development subject to the since superseded provisions of the Davis-Stirling Common Interest Development Act pertaining to commercial common interest developments ~~contained in Division II, Part 4, Title 6 of the California Civil Code~~.

C. In furtherance of this intent, the Original Declarant ~~hereby declares~~had declared in the Original Declaration that all of the Property is and shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights and easements set forth in ~~this~~the Original Declaration, as ~~this~~the Original Declaration may be amended from time to time, all of which are declared and agreed to be in furtherance of a general plan established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property. All covenants and restraints set forth in ~~this~~the Original Declaration, as amended and restated by this First Restated Declaration for Windsor Palms Plaza II Shopping Center a Planned Development (this "First Restated Declaration"), shall constitute covenants running with the land and enforceable equitable servitudes upon the Property and shall be binding on and for the benefit of all the Property and all parties having or acquiring any right, title or interest in all or any part of the Property, including the heirs, executors, administrators and assigns of these parties and all subsequent owners and lessees of all or any part of any Lot in the Development. It is the express intent of the Association that this Declaration satisfies the requirements of the Commercial and Industrial Common Interest Development Act (California Civil Code Sections 6500 through 6876, as those sections may be amended, modified, or superseded from time to time).

D. On _____, 2024, not less than 67% of the Owners as required by Sections 10.07 and 11.02 of the Original Declaration voted by written ballot to amend and restate

the Original Declaration in accordance with the procedures for amendment set forth in California Civil Code section 6620(a), California Corporations Code section 7513, and the Original Declaration. It was the intention of the Owners to replace the Original Declaration, in its entirety, with the recordation of this First Restated Declaration. The Owners' action to amend and restate the Original Declaration as set forth herein and the fact that the requisite percentage of affirmative votes required in the Original Declaration was achieved, is attested by the execution of this First Restated Declaration by duly authorized officers of the Association, as required by California Civil Code Section 6620(a)(3). As so amended and restated, these covenants, conditions, restrictions, easements, reservations, liens, and charges shall constitute enforceable equitable servitudes and covenants that run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any portion thereof, and shall inure to the benefit of each Owner thereof.

E. Not less than 51% of the First Mortgagees as required by Section 10.06 of the Original Declaration approved or were deemed to have approved the amendment and restatement of the Original Declaration with this First Restated Declaration as is attested by the execution of this First Restated Declaration by duly authorized officers of the Association.

F. The Town of Windsor as required by Section 12.04 of the Original Declaration consented to the amendment and restatement of the Original Declaration with this First Restated Declaration as is attested by the execution of this First Restated Declaration by duly authorized officers of the Association.

ARTICLE I

DEFINITIONS

Section 1.01. "Articles" means the Articles of Incorporation of ~~Windsor Palms Plaza II Owners~~ the Association~~, Inc.~~, and any amendments to the Articles that are or shall be filed in the Office of the Secretary or the State of the State of California.

Section 1.02. "Association" means Windsor Palms Plaza II Owners Association~~, Inc.~~, a California nonprofit mutual benefit corporation.

Section 1.03. "Board" means the Board of Directors of the Association.

Section 1.04. "Bylaws" means the Bylaws of the Association and any amendments to the Bylaws that are or shall be adopted by the Board.

Section 1.05. "Common Area" means those portions of the Development owned by the Association for the common use and enjoyment of the Owners. The Common Area is shown on the Subdivision Map as Parcel A, excepting therefrom that portion described in that certain lot line adjustment deed to Mary Francheschi et al., recorded January 30, 2007, as Instrument No. 2007-011153, Sonoma County Records~~The Common Area includes the entire Property, except Building~~

~~Pads A through F, inclusive, and specifically includes all sidewalks except those located within Building Pad A on the Subdivision Map.~~

~~Section 1.06. "Declarant" means Windsor Palms Plaza II, a California Limited Partnership and its successors and assigns.~~

Section 1.0~~7~~6. "Declaration" or "First Restated Declaration" means this First Restated Declaration and any amendments thereto.

Section 1.0~~8~~7. "Development" means the Property, and all Improvements on the Property.

~~Section 1.09. The Effective Date of these restrictions shall be the date when these restrictions and the First Deed conveying a Lot are both recorded.~~

Section 1.~~10~~08. "Exclusive Use Common Area" means those portions of the Common Area reserved for the exclusive use of one or more of the Owners pursuant to Section 2.05 of this Declaration. No sidewalk, or portion of a sidewalk, shall be considered part of any Exclusive Use Common Area.

Section 1.~~11~~09. "Governing ~~Instruments~~Documents" means this Declaration, the Articles and Bylaws of the Association, and any Rules and Regulations of the Development.

Section 1.1~~2~~0. "Improvements" means any building, outbuilding, paving road, sidewalk, driveway, parking area, fence, retaining wall, stairs, deck, landscaping and vegetation, pole and any other structure or improvement of any type or kind.

Section 1.1~~3~~1. "Lot" means Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, and Lot 7~~any plot of land or parcel in the Development that is not a part of the Common Area,~~ as shown on the~~any recorded~~ Subdivision Map ~~for the Development~~ and, where the context requires, each of the 11 condominium units comprising Lot 6. Except where the context requires otherwise, the 11 condominium units comprising Lot 6 shall be collectively deemed one Lot and referred to in this Declaration as Lot 6.

Section 1.1~~4~~2. "Manager" means any person or entity appointed by the Board to manage the Development.

Section 1.1~~5~~3. "Member" means every person or entity entitled to membership in the Association as provided in this Declaration.

Section 1.1~~6~~4. "Mortgage" means a mortgage or deed of trust encumbering a Lot or any other portion of the Development. "First Mortgage" means a mortgage that has priority over all other mortgages encumbering the same Lot or other portion of the Development.

Section 1.175. "Mortgagee" means a Person to whom a Mortgage is made and includes the beneficiary of a deed of trust and any guarantor or insurer or a mortgage. "Institutional Mortgagee" means a mortgagee that is a financial intermediary or depository, such as a bank, savings and loan, or mortgage company, that is chartered under federal or state law and that lends money on the security of real property or invests in such loans, or any insurance company or governmental agency or instrumentality, including the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Governmental National Mortgage Association (GNMA). "First Mortgagee" means a Mortgagee that has priority over all other mortgages or holders of mortgages encumbering the same Lot or other portion of the Development. The term "Beneficiary" shall be synonymous with the term "Mortgagee".

Section 1.186. "Mortgagor" means a Person who mortgages his, her or its property to another (i.e., the maker of a mortgage), and shall include the trustor of a deed of trust. The term "Trustor" shall be synonymous with the term "Mortgagor".

Section 1.197. "Owner" means the record holder or holders of record fee title to a Lot, including ~~Declarant, and~~ any contract sellers under recorded contracts of sale. "Owner" shall not include any persons or entities who hold an interest in a Lot merely as security for performance of an obligation. Except where the context requires otherwise, the collective record holders of record fee title to the 11 condominium units comprising Lot 6 shall be collectively deemed one Owner and referred to in this Declaration as the Lot 6 Owner.

Section 1.2018. "Person" means a natural individual, a corporation or any other entity with the legal right to hold title to real property.

Section 1.2119. "Property" means the real property described in the Recitals.

Section 1.2220. "Restrictions" means all provisions in terms of this Declaration, as may be from time to time amended, supplemented or modified.

Section 1.2321. "Rules and Regulations" means any Rules and Regulations for Windsor Palms Plaza II Shopping Center regulating the use of the Common Area and adopted by the Association pursuant to Section 3.06(b) of this Declaration.

Section 1.2422. "Structure" means anything constructed or erected, the use of which requires location on the ground or attachment to the exterior of any Lot, building within the development or to the Common Area.

Section 1.2523. "Subdivision Map" means ~~the recorded map described in Exhibit "B" attached hereto and incorporated herein~~that certain map entitled "Windsor Palms Plaza II", filed November 3, 1994 in book 532 of Maps, Pages 10 through 13, Sonoma County Records.

ARTICLE II
THE PROPERTY

Section 2.01. Property Subject to Declaration. All the Property in the Development shall be subject to this Declaration.

Section 2.02. Annexation of Additional Property. Additional property may be annexed to the Development, but only as agreed by a majority of the Members and subject to these Restrictions.

~~Section 2.03. Title to Common Area. Prior to the final closing of the last sale of a Lot in the Development, Declarant or its successors or assigns shall convey to the Association title and control of the Common Area, free of all liens and encumbrances, except current real property taxes and any restrictions of record, including those contained in this Declaration.~~

Section 2.043. Use and Enjoyment of Common Area. The following provisions govern the use and enjoyment of the Common Area.

(a) Subject to the provision of this Declaration, there is an easement for ingress, egress and support through the Common Area appurtenant to each Lot. These easements shall pass with title to the Lot.

(b) The Owner's easements over, and right of use and enjoyment of, the Common Area shall he subject to the restrictions set forth in the Governing ~~Instruments~~Documents, including the following:

(1) The right of the Association to adopt and enforce Rules and Regulations for the use of the Common Area.

(2) The right of the Association to reasonably limit the number of guests, invitees and tenants using the Common Area.

(3) The right of the Association to assign or otherwise control the use of any unassigned parking spaces within the Common Area.

(4) The right of the Association to suspend the right of any Owner, and the Persons deriving rights from any Owner, to use and enjoy the Common Area for any period during which the Owner is delinquent in the payment of any assessment.

(5) The right of the Association to cause the construction of additional Improvements in the Common Area, or to cause the alteration or removal of existing Improvements in the Common Area.

(6) The right of the Association to grant, consent to, or join in the grant or conveyance of easements, licenses or rights-of-way in, on or over the Common Area.

(7) The right of each Owner to the exclusive use of any Exclusive Use Common Area designated with, appurtenant to or as a part of, the Owner's Lot.

~~(8) The rights of Declarant as described in this Declaration.~~

(98) The right of the Association to reasonably restrict access to roofs, maintenance facilities or areas, landscaped areas, and similar areas of the Development.

(109) The right of the Architectural Control Committee to approve any proposed alteration or modification to the Common Area or any Lot.

~~(c) Declarant hereby reserves for itself, its agent and successors, including Owners, easements for common driveway purposes, for drainage and encroachment purposes and for ingress to and egress from the Common Area. These easements may be used to complete Improvements on the Common Area, to perform necessary repair work and for ingress and egress in connection with the development of additional phases of the overall Development and construction finishing and furnishing of buildings on Lots. These easements shall remain in effect for five years from the date of closing of the first sale of Lot in the Development.~~

(dc) The Association may grant to third parties easements in, on and over the Common Area for the purpose of constructing, installing or maintaining necessary utilities and services, and each Owner, in accepting his or her deed to the Lot, expressly consents to these easements. However, no such easement can be granted if it would interfere with any exclusive easement, or with any Owner's use, occupancy or enjoyment of his or her Lot or any Exclusive Use Common Area appurtenant to the Lot.

(ed) An Owner who has sold his or her Lot to a contract purchaser or who has leased or rented the Lot shall be entitled to delegate his or her rights to use and enjoy the Common Area to any contract purchaser, tenant or subtenant who resides in the Owner's Lot, subject to reasonable regulation by the Board. If the Owner makes such a delegation of rights, the Owner and the Owner's family, guests, employees and invitees shall not be entitled to use and enjoy the Common Area for so long as the delegation remains effective.

(fe) Each Owner shall be liable to the Association for any damage to the Common Area or to Association-owned property, to the extent that the damage is not covered by insurance, if the damage is sustained because of the negligence, willful misconduct or unauthorized or improper installment or maintenance of any Improvement by the Owner or the Owner's family, guests, tenants, contract purchasers or invitees. In the case of joint ownership of a Lot, the liability of the co-owners shall be joint and several, unless the co-owners and the Association have agreed in writing to an alternative allocation of liability.

Section 2.054. Parking Spaces to Be Exclusive Use Common Areas. Exclusive Use Common Areas may be designated in the future by the Association, provided that the designation is not inconsistent with the rights of any Owner. Parking spaces and any other Exclusive Use Common Areas shall be for the exclusive use of the Owner of the designated Lot. An Exclusive Use Common Area may be transferred independently of any other interest of the Owner, but only to other Owners.

Section 2.065. Maintenance by Owners. Each Owner shall maintain his or her Lot and the Improvements located on it in a clean, sanitary and attractive condition. This duty to maintain includes a responsibility to repair any damage to the Improvements located on the Owner's Lot occasioned by the presence of wood-destroying pests or organisms~~, provided that a majority of the Owners do not vote to have the Association:~~

~~(a) Arrange for the necessary repairs; and~~

~~(b) Levy a special assessment to recover the resulting costs~~.

In addition, each Owner shall maintain those portions of any heating and cooling equipment and all plumbing, electrical and gas lines, apparatus and other equipment that are located within or that exclusively serve his or her Lot. This maintenance shall be at the Owner's expense. However, the Owner shall not take any actions that would impair or otherwise alter the structural integrity or mechanical systems or lessen the support of any structural member, without the prior written approval of the Architectural Control Committee, as provided in Article VI of this Declaration. The Owner shall also, at his or her sole expense, maintain and keep in a reasonably good state of repair any Exclusive Use Common Area designated to the Owner's Lot.

Section 2.076. Easements for Maintenance of Encroachments. None of the rights and obligations of the Owners described in this Declaration or created by deed shall be altered in any way by encroachments due to roof overhangs, balconies, porches and other building protrusions, whether arising from the original design, plans and specifications of the Original Declarant, minor engineering or construction errors originally or upon reconstruction, settlement or shifting of structures or any ~~of the~~other cause. There shall be valid easements for the maintenance of such encroachments so long as the encroachments exist, whether such encroachment consists of the Common Area encroaching upon a Lot, or of a structure or Improvement encroaching upon the Common Area. However, in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful conduct of the Owner or Owners.

Section 2.087. Prohibition Against Severance of Elements of Lot. Any conveyance, judicial sale or other voluntary or involuntary transfer of the Owner's entire estate shall also include the Owner's Membership interest in the Association, as provided in Section 3.02 of this Declaration. Any transfer that attempts to sever those component interests shall be void.

Section 2.098. Utility Easements.

(a) Interference Prohibited. Within the easements existing at the Effective Date or thereafter created by the Association for the installation and maintenance of utilities and drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may damage, interfere or change the direction of flow of drainage facilities in the easement.

(b) Access and Maintenance. Utility, drainage, duct or flue easements in the Common Area or upon Lots shall at all times be open and accessible to (1) public and quasi-public utility corporations and other persons, including the Association, erecting, constructing or servicing such utilities and quasi-utilities~~, (2) to Declarant and its successors or assigns,~~ and (32) to the Owners of Lots specifically served by such easements, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved or granted. The easement areas in the Common Area and all Improvements located thereon shall be maintained by the Association, except for those Improvements for which a public authority or utility company is responsible or has accepted responsibility.

(c) Side Yards. Where a structural wall constituting part of a Building is located upon the boundary line between adjacent Lots, the Owner of said walls shall have a non-exclusive easement for access to and maintenance of said wall, the reconstruction of said wall upon partial or total destruction of same, drainage associated with said wall or the Building of which said wall is a part, and an easement to accommodate the foundation and/or roof or eave encroachment pursuant to the original design, plans and specifications which were the basis for the original construction. The Owner of such wall shall not attach anything to the outside of the wall which protrudes across the boundary line into the adjoining Lot, and the Owner of the adjoining Lot shall not attach anything to said wall without (in each case) the consent and permission of the Owner of the Lot upon which the Building of which said wall is a part is situated.

Section 2.~~10~~09. Party Walls.

(a) Generally. Each wall, roof, balcony (if any) or foundation which is built as a part of the original construction of Buildings upon the Property and located on the boundary line between two (2) Lots shall constitute for this agreement a "party wall". To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Repair and Maintenance. The cost and responsibility of reasonable repair and maintenance of party walls shall be shared by the Owners who make use of the walls in proportion to such use.

(c) Destruction. If a party wall is destroyed by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof, in proportion to such use; provided, however, that the Owner or Owners whose negligent act or omission proximately caused the damage or destruction, shall bear the full cost of restoration that is not covered by insurance.

(d) Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes a party wall to be exposed to the weather shall bear the whole cost of furnishing the necessary protection against such.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Easements. The Owners of adjacent Lots shall have reciprocal mutual non-exclusive easements for the support and maintenance of party walls, the reconstruction of party walls upon partial or total destruction of same, drainage associated with party walls or the residence of which said walls are a party, and an easement to accommodate the foundation and/or roof or eave encroachment, or balcony support, pursuant to the original design, plans and specifications which were the basis for the original construction.

ARTICLE III
OWNERS ASSOCIATION

Section 3.01. Organization of the Association. The Association is ~~or shall be~~ incorporated under the name of Windsor Palms Plaza II Owners Association~~, Inc.~~, as a nonprofit corporation organized under the California Nonprofit Mutual Benefit Corporation Law. The Association is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration, the Articles of Incorporation, and the Bylaws.

Section 3.02. Membership. Every Owner, upon becoming an Owner, shall automatically become a Member of the Association. Ownership of a Lot is the sole qualification for membership. Each Member shall have the rights, duties, privileges and obligations set forth in the Governing ~~Instruments~~Documents. Membership shall automatically cease when the Owner no longer holds an ownership interest in a Lot. All memberships shall be appurtenant to the Lot conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged or alienated except as part of a transfer of the Owner's entire ownership interest, and then only to the transferee. Any transfer of the Owner's title to his or her Lot shall automatically transfer the appurtenant membership to the transferee.

Section 3.03. ~~Classes~~One Class of Membership. The Association shall have one~~two~~ classes of membership~~, as follows:~~

~~(a) All Owners, other than the Declarant, shall be Class A members. Class A membership entitles the holder to one vote for each Lot owned. When a Lot is owned by more than one person, only one vote may be cast for the Lot, as provided in Section 3.04(b) of this Declaration.~~

~~(b) The Declarant shall be the sole Class B member. The Class B member shall be entitled to three votes for each Lot owned. Class B membership shall cease and be converted to Class A membership upon the fifth anniversary of completion of construction of the Development.~~.

Section 3.04. Voting Rights. All voting rights of the Owners shall be subject to the following restrictions, limitations and requirements:

(a) Except as provided in this Article, on each matter submitted to a vote of the Owners, each Owner shall be entitled to cast one vote for each Lot owned.

(b) Fractional votes shall not be allowed. With respect to the owners of the 11 condominium units comprising Lot 6, and/or ~~W~~when there is more than one record Owner of a Lot or a condominium unit comprising Lot 6 ("co-owners"), all of the co-owners shall be Members, but only one of them shall be entitled to cast the single vote attributable to the Lot. Co-owners should designate in writing one of their number to vote. If no such designation is made or if it is revoked, the co-owners shall decide among themselves~~, by majority vote,~~ how that Lot's vote is to be cast. Unless the Board receives a written objection in advance ~~for~~from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for the Lot on a particular matter if ~~a majority of~~ the co-owners present in person or by proxy or ballot cannot agree on a vote.

~~(c) Except as provided in Section 3.07(c) of this Declaration, governing the enforcement of certain bonded obligations and Section 3.06 of the Bylaws, governing the removal of directors, as long as two classes of voting membership exist, any provision of this Declaration, the Articles or the Bylaws that requires the approval of a specified percentage of the voting power of the Association (rather than simply requiring the vote or written consent of a majority of the quorum) shall require the approval of the specified percentage of the voting power of each class of membership. Except as provided in Section 3.07(c) of this Declaration and Section 3.06 of the Bylaws, when the Class B membership has terminated, any provision of this Declaration, the Articles, or the Bylaws that requires the approval of a specified percentage of the voting power of the Association shall require the vote or written consent of Owners representing the specified percentage of both the total voting power of the Association and the voting power of the Association residing in Owners other than Declarant.~~

(~~d~~c) The Board shall fix, in advance, a record date or dates for the purpose of determining the Owners entitled to notice of and to vote at any meeting of Members. The record date for notice of a meeting shall not be more than 90 nor less than 10 days before the date of the meeting. The date for voting shall not be more than 60 days before the date of the meeting or before the date on which the first written ballot is mailed or solicited. The Board may also fix, in

advance, a record date for the purpose of determining the Owners entitled to exercise any rights in connection with any other action. Any such date shall not be more than 60 days prior to the action.

(ed) Every Owner entitled to vote at any election of the Directors may cumulate the Owner's votes and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which the Owner is entitled, or distribute the Owner's votes on the same principle among as many candidates as the Owner ~~things~~ thinks fit. No Owner shall be entitled to cumulate votes for a candidate or candidates unless the candidate's name or candidates' names have been placed in nomination prior to voting and an Owner has given notice at the meeting prior to the voting of the Owner's intention to cumulate votes. If any one Owner has given this notice, all owners may cumulate their votes for candidates in nomination.

Section 3.05. Membership Meetings. Provisions ~~Article II of the Bylaws~~ governing meetings of the Members are set forth in the Bylaws~~is hereby incorporated by reference~~.

Section 3.06. General Powers and Authority. The Association shall have all the powers of a nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law, subject to any limitations set forth in this Declaration or in the Articles and Bylaws of the Association. It may perform all acts that may be necessary for or incidental to the performance of the obligations and duties imposed upon it by this Declaration or other Governing ~~Instruments~~Documents. Its powers shall include, but are not limited to, the following:

(a) The Association shall have the power to establish, fix, levy, collect and enforce the payment of assessments against the Owners in accordance with the procedures set out in Article IV of this Declaration. The Association shall enforce payment of assessments in accordance with the provisions of Article IV of this Declaration.

(b) The Association shall have the power to adopt reasonable Rules and Regulations governing the use of the Common Area and its facilities, and of any other Association property. These Rules and Regulations may include, but are not limited to reasonable restrictions on use by the Owners and their family, guests, employees, tenants and invitees; rules of conduct; and the setting of reasonable fees for the use of recreations facilities. A copy of the current Rules and Regulations, if any, shall be given to each Owner and shall be posted at conspicuous places in the Common Area. If any provision of the Rules and Regulations conflicts with any provision of this Declaration, the Articles or the Bylaws, the Declaration, Articles or Bylaws shall control to the extent of the inconsistency.

(c) The Association shall have the right to institute, defend, settle or intervene in litigation, arbitration, mediation or administrative proceedings in its own name as the real party in interest and without joining with it the Owners, in matters pertaining to the following:

(1) Enforcement of this Declaration, the Articles, Bylaws, and Rules and Regulations.

(2) Damage to the Common Area.

(3) Damage to the Lots that the Association is obligated to maintain or repair.

(4) Damage to the Lots that arises out of or is integrally related to, damage to the Common Area or Lots that the Association is obligated to maintain or repair.

~~The Association shall enforce payment of assessments in accordance with the provisions of Article IV of this Declaration.~~

(d) In addition to the general power of enforcement described above, the Association may discipline its Owners for violation of any of the provisions of the Governing ~~Instruments~~Documents or Rules and Regulations by suspending the violator's voting rights and privileges for use of the Common Area, or by imposing monetary penalties, subject to the following limitations:

(1) The accused Owner shall be given notice and an opportunity to be heard with respect to the alleged violation in accordance with the provisions of Section 7341 of the California Corporations Code.

(2) Any suspension of an Owner's association privileges shall not exceed 30 days for each violation.

(3) Any monetary penalty shall not exceed $ 100.00 for each violation.

(4) Except as provided in Article IV of this Declaration, relating to foreclosure for failure to pay assessments, or as a result of the judgment of a court or a decision arising out of arbitration, the Association shall in no way abridge the right of any Owner to the full use and enjoyment of his or her Lot.

(e) The Association, acting through the Board, shall have the power to delegate its authority, duties and responsibilities to its officers, employees, committees or agents, including a professional management agent. ~~The Association shall not enter into a management agreement with a manager unless the manager first provides the Board, as soon as practicable during the 90-day period preceding the execution of the agreement, with the written disclosure statement required by Civil Code Section 1363.1. This disclosure requirement shall not apply if the manager will be a full-time employee of the Association or is a regulated financial institution that will be operating within the normal course of its regulated business practice. The term of any agreement with a manager of the Declarant for the furnishing of maintenance, repair and related services shall not exceed one year, renewable by agreement of the parties for successive one-year periods. Such an agreement shall be terminable by either party (1) for cause on 30 days written notice and (2) without cause or the payment of a termination fee on 90 days written notice.~~

(f) The Association's agents or employees shall have the right to enter any Lot when necessary in connection with any maintenance, landscaping or construction work for which the Association is responsible. This entry shall be made only upon notice to the Owner (except in the case of an emergency) and with as little inconvenience to the Owner as is practicable, and the Association shall repair any resulting damage at its own expense.

Section 3.07. Duties of the Association. In addition to the duties of the Association under the applicable provisions of the California Commercial and Industrial Common Interest Development Act and the California Nonprofit Mutual Benefit Corporation Law, and the duties delegated to the Association or its agents and employees elsewhere in these Governing ~~Instruments~~Documents, the Association shall be responsible for the following:

(a) The Association, acting through the Board, shall operate, maintain, repair and replace the Common Area and its Improvements, or contract for the performance of that work, subject to the provisions of Article VIII of this Declaration relating to destruction of Improvements, Article IX of this Declaration pertaining to eminent domain, Section 2.06 of this Declaration governing damages caused by wood-destroying pests or organisms and Section 2.04(f) of this Declaration relating to damage caused by Owners. The foregoing Area and Improvements shall be kept in a clean, sanitary and attractive condition. The Association shall also be responsible for maintaining Exclusive Use Common Area. The Association shall also have the exclusive right and duty to acquire and maintain any furnishings and equipment for the Common Area that it determines are necessary and proper. As a general rule, maintenance costs shall be included in the regular assessments. However, if additional work is required for a particular Lot, the expenses of that additional work shall be charged solely to the Owner of the Lot in the month in which the work is performed. Further, the Owner of a Unit shall pay the costs of any temporary relocation of any occupant of the Unit occasioned by the presence of wood-destroying pests or organisms. If the Owner does not pay for the additional work within 30 calendar days after receiving the bill, the Association shall institute appropriate collection actions and shall recover the reasonable costs of collection, including attorneys' fees and interest from the due date until paid at the rate of ten percent (10%) per annum.

(b) The Association shall use the maintenance fund described in Section 4.01 of this Declaration to, among other things, acquire and pay for the following:

(1) Water, sewer, garbage, electrical, ~~telephone, gas, elevator~~ and other necessary utility service for the Common Area ~~and, to the extent not separately metered and charged, for the Lots~~;

(2) The insurance policies described in Article VII of this Declaration;

(3) All real and personal property taxes and assessments levied against the Association, its personal property, the Common Area, and Exclusive Use Common Areas;

(34) The services of any personnel that the Board determines are necessary or property for the operation of the Common Area; and

(45) Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of this Declaration.

~~(c) If the Association is obligee under a bond or other arrangement to secure the performance of Declarant as to any Common Area Improvements that were not completed, the following procedures shall govern the initiation of action to enforce the bond:~~

~~(1) The Board of Directors of the Association shall consider and vote on the question of action by the Association to enforce the obligations under the bond with respect to any Improvement for which a Notice of Completion has not been filed within 60 days after completion date specified for the Improvement in the Planned Construction Statement appended to the bond. If the Association has given an extension in writing for the completion of any Common Area Improvement, the Board shall consider and vote on the above question if a notice of Completion has not been filed within 30 days after the expiration of the extension.~~

~~(2) If the Board votes not to initiate action to enforce the obligations under the bond, or if it fails to consider and vote on the matter as required, a special meeting of the Owners of the Association shall be called for the purpose of overriding the Board's decision or for taking action on the matter, upon receipt of a petition calling for such a meeting signed by Owners representing at least 5 percent of the total voting power of the Association. The meeting shall be held not less than 30 days nor more than 45 days after receipt of the petition by the Board. At the special meeting, only the Owners other than Declarant shall be allowed to vote on the matter. A vote by a majority of the voting power of the Association residing in Owners other than Declarant to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association, and the Board shall implement this decision by initiating and pursuing appropriate action in the name of the Association.~~

~~(d) The Association shall prepare a pro forma operating budget for each fiscal year, and shall distribute a copy of the budget to each Owner not less than 45 and not more than 60 days before the beginning of the fiscal year. As an alternative to the foregoing distribution of the budget, the Association may elect to no all of the following in the manner required by statute: distribute a summary of the budget to each Owner, make the budget available for inspection at a designated location, and provide copies of the budget to Owners on request and at the expense of the Association. The budget shall contain at least the following:~~

~~(1) The estimated revenue and expenses on an accrual basis:~~

~~(2) The amount of the total cash reserves currently available for replacement or major repair of common facilities and for contingencies; and~~

~~(3) Concerning any major components of the Common Area and facilities for which the Association is responsible, the following information: (i) an estimate of the current replacement costs; (ii) an estimate of the remaining useful life; (iii) the methods of funding to defray the costs of repair, replacement or additions; and (iv) a general statement of procedures used to calculate and establish reserves for the expenses set forth in (iii) above.~~

~~(e) Within 120 days after the close of each fiscal year, the Association shall prepare and distribute to the Owners an annual report consisting of the following:~~

~~(1) A balance sheet as of the end of the fiscal year.~~

~~(2) An operating (income) statement for the fiscal year.~~

~~(3) A statement of changes in financial position for the fiscal year.~~

~~(4) For any fiscal year in which the gross income to the Association exceeds $75,000, a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy. If this report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared without independent audit or review from the books and records of the Association.~~

~~(f) Within 60 days before the beginning of each fiscal year, the Association shall prepare and distribute to the Owners a statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of assessments against Owners.~~

~~(g) The Association shall prepare a balance sheet, as of an accounting date that is the last day of the month closest in time to six months from the date of closing of the first sale of a Lot in the Development, and an operating statement for the period from the date of the first closing to the foregoing accounting date. The Association shall distribute this statement to the Owners within 60 days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the Lot and the name of the Owner assessed.~~

~~(h) The Association shall provide any Owner with the following documents within 10 days of the mailing or delivery of a written request therefor;~~

~~(1) A copy of the Governing Instruments.~~

~~(2) A copy of the most recent financial statements distributed pursuant to Section 3.07(d) of this Declaration.~~

~~(3) A written statement from an authorized representative of the Association specifying (i) the amount of any assessments levied on the Owner's Lot that are unpaid~~

~~on the date of the statement; and (ii) the amount of late charges, interest and costs of collection that, as of the date of the statement, are or may be made a lien on the Owner's Lot pursuant to Section 4.09 of this Declaration. The Association may charge the Owner a reasonable fee to cover its costs to prepare and reproduce those requested items.~~

~~(i) The Association shall pay all real and personal property taxes and assessments levied against it, its personal property, the Common Area, and Exclusive Use Common Areas.~~

Section 3.08. Board of Directors. The affairs of the Association shall be managed and its duties and obligations performed by an elected Board of Directors~~,~~ as is more specifically provided in ~~Article III of~~ the Bylaws~~, which is hereby incorporated by reference~~.

Section 3.09. Inspection of Books and Records. ~~Article XI of the Bylaws~~Provisions governing the duty of the Association to maintain certain books and records and the rights of Owners and Directors to obtain and inspect those books and records are set forth in the Bylaws~~, is hereby incorporated by reference~~.

ARTICLE IV
ASSESSMENTS AND COLLECTION PROCEDURES

Section 4.01. The Original Declarant had covenant~~s~~ed and agree~~s~~d, for each Lot ~~owned by it~~ in the Development, and each Owner by acceptance of the deed to the Owner's Lot is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. A regular or special assessment and any late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article, shall be a debt of the Owner of the Lot at the time the assessment or other sums are levied. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Area or abandonment of the Owner's Lot.

Section 4.02. Exemptions from Assessments. The obligation to pay assessments shall be subject to the following exemptions:

(a) Any Owner ~~(including Declarant)~~ of a Lot in the Development that does not include a structural Improvement for human occupancy shall be exempted from that portion of any assessment that is for the purpose of defraying expenses and reserves directly attributable to the existence and the use of those structural Improvements. This exemption shall include, but is not limited to, the following:

(1) Roof replacement;

(2) Exterior maintenance;

(3) Walkway and parking lighting;

(4) Refuse disposal; and

(5) Domestic water supplied to units.

Any such exception shall be in effect only until the occurrence of the earliest of the following events: (i) the recordation of a notice of completion of the structural Improvement; (ii) the occupation or use of the structural Improvement; or (iii) completion of all elements of the structures that the Association is obliged to maintain.

(b) Any Owner ~~(including Declarant)~~ of a Lot in the Development shall be exempted from that portion of any assessment that is for the purpose of defraying expenses and reserves directly attributable to the existence and use of a common facility that is not complete at the time the assessment commences. This exemption shall be in effect only until a notice of completion of the common facility is recorded or the common facility is placed into use, whichever occurs first.

Section 4.03. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the commercial usefulness and value of the Property for the operation, replacement, improvement and maintenance of the Property, and to discharge any other obligations of the Association under this Declaration. All assessment payments shall be put into a maintenance fund to be used for the foregoing purposes.

Section 4.04. Assessment Period. The fiscal year for the Association shall be a calendar year, unless the Board decides otherwise. The regular assessment period shall commence on January 1 and terminate on December 31 of each year; provided, however, that the first regular assessment period for all Lots in the Development shall commence on the date of the first conveyance of a Lot in the Development and shall terminate on December 31 of that year.

Section 4.05. Regular Assessments. Within 60 days prior to the beginning of each fiscal year of the Association, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements, with adjustments made for any expected income and surplus from the prior year's funds. The estimated cash requirement shall be assessed to each Owner according to the ratio ~~of the number of Lots owned by the Owner assessed to the total number of~~ that the square footage of the Owner's Lot bears to the total square footage of all Lots in the Development ~~subject to assessment~~as set forth in the following Assessment Allocation Schedule:~~.~~

Lot No.	Lot Address	Square Footage	Ratio
1	8465 Old Redwood Highway #100	2,700	5.79%
2	8465 Old Redwood Highway #200	6,000	12.76%

3	8465 Old Redwood Highway #300	7,000	14.89%
4	8465 Old Redwood Highway #400	3,100	6.59%
5	8465 Old Redwood Highway #500	3,600	7.66%
6	8465 Old Redwood Highway #600	20,192	42.95%
7	8465 Old Redwood Highway #700	4,400	9.36%

Regular assessments for fractions of any month shall be prorated. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month unless the Board adopts an alternative method for payment. ~~Declarant shall pay its full prorated share of the regular assessments on any unsold Lots subject to regular assessments.~~

Section 4.06. Special Assessments. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year due to the cost of any construction, unexpected repairs or replacements of capital improvements upon the Common Area, or any other reason, it shall make a special assessment for the additional amount needed. The Board shall also levy a special assessment for any pest-control work necessary to repair any damage to Improvements located on a Lot in the Development occasioned by the presence on that Lot of wood-destroying organisms, as provided in Section 2.06 of this Declaration. Special assessments shall be levied and collected in the same manner as regular assessments.

~~Section 4.07. Limitations on Assessment. The Board shall comply with the following requirements governing the imposition and amounts of assessments:~~

~~(a) For any fiscal year, the Board may impose a regular assessment per Lot that is as much as 20 percent greater than the regular assessment for the preceding fiscal year, provided (1) the Board has distributed the proforma operating budget described in Section 3.07(d) for the current fiscal year, or (2) the increase is approved by Owners constituting a majority of the votes at a meeting or in an election of the Association conducted in accordance with Corporations Code Sections 7510-7527 and 7613.~~

~~(b) The Board may impose, for any fiscal year, a regular assessment per Lot that is more than 20 percent greater than the regular assessment for the preceding fiscal year, or may levy special assessments that in the aggregate exceed 5 percent of the budgeted gross expenses of the Association for that fiscal year, provided the increase or levy is approved by Owners constituting a majority of the Owners of the Association and casting a majority of the votes at a meeting or election of the Association conducted in accordance with Corporations Code Sections 7510-7527 and 7613.~~

~~(c) The Board may, without complying with the foregoing requirements, make an assessment increase that is necessary for an emergency situation. An emergency situation is an extraordinary expense that is:~~

~~(1) Required by a court order;~~

~~(2) Necessary to repair or maintain the Development or any part of it for which the Association is responsible when a threat to personal safety in the Development is discovered; or~~

~~(3) Necessary to repair or maintain the Development or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget pursuant to Section 3.07(d).~~

~~Before the Board may impose or collect an assessment in an emergency situation, it shall pass a resolution containing written findings as to the necessity of the extraordinary expense and why the expense was not or could not have been reasonably foreseen in the budgeting process, and shall distribute the resolution to the Owners with the notice of assessment.~~

Section 4.08<u>7</u>. <u>Late Charges, Interest and Collection Costs</u>. Late charges may be levied by the Association against an Owner for the delinquent payment of regular or special assessments. An assessment is delinquent 15 days after its due date. If an assessment is delinquent the Association may recover all of the following from the Owner:

(a) Reasonable costs incurred in collecting the delinquent assessment, including reasonable attorneys' fees.

(b) A late charge not exceeding 10 percent of the delinquent assessment or $10, whichever is greater.

(c) Interest on the foregoing sums, at an annual percentage rate of 12 percent, or the highest rate allowed by law, commencing 30 days after the assessment becomes due.

No late charge may be imposed more than once for the delinquency of the same payment. However, the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments.

Section 4.09<u>8</u>. <u>Enforcement of Assessments and Late Charges</u>. A delinquent regular or special assessment and any related late charges, reasonable costs of collection, and interest assessed in accordance with Section 4.08 of this Declaration, shall become a lien upon the Lot when a notice of delinquent assessment is duly recorded as provided in Section ~~1367~~<u>6814</u> of the California Civil Code.

Any such lien may be enforced in any manner permitted by law, including judicial foreclosure or nonjudicial foreclosure. Any nonjudicial foreclosure shall be conducted by the trustee named in the notice of delinquent assessment or by a trustee substituted pursuant to Section 2934a of the California Civil Code, in accordance with the provisions of Sections 2924, 2924b and 2924c of the California Civil Code.

If the sums specified in the notice of delinquent assessment are paid before the completion of any judicial or non-judicial foreclosure, the Association shall record a notice of satisfaction and release of the lien. Upon receipt of a written request by the Owner, the Association shall also record a notice of rescission of any declaration of default and demand for sale.

Section 4.~~10~~09. Statement of Delinquent Assessment. The Association shall provide any Owner, upon written request. With a statement specifying the amounts of any delinquent assessments and related late charges, interest and costs levied against the Owner's Lot, as provided in Section 4.087 of this Declaration.

ARTICLE V
USE RESTRICTIONS AND COVENANTS

Section 5.01. General Restrictions on Use. In exercising the right to occupy or use a Lot or the Common Area and its Improvements, the Owner and the Owner's family, guests, employees, tenants and invitees shall not do any of the following:

(a) Attempt to further subdivide a Lot without obtaining the prior approval of the Association.

(b) Occupy or use a Lot, or permit all or any part of a Lot to be occupied or used, for any purpose other than as a commercial retail shop, restaurant, business or professional office, or medical or veterinary clinic. Nothing in this Declaration shall prevent an Owner from leasing or renting out all or part of his or her Lot, provided that its for such a purpose, is for a period of at least 60 days, and is subject to the Governing ~~Instruments~~Documents.

(c) Permit anything to obstruct the Common Area or store anything in the Common Area without the prior consent of the Board, except as otherwise provided in the Governing ~~Instruments~~Documents.

(d) Perform any act or keep anything on or in any Lot or Exclusive Use Common Area or in the Common Area that will increase the rate of insurance on the Common Area without the Board's prior written consent. Further, no Owner shall permit anything to be done or kept in his or her Lot, in any Exclusive Use Common Area that would result in the cancellation of insurance on any Lot or Exclusive Use Common Area, or that would violate any law.

(e) Store gasoline, kerosene, cleaning solvents or other flammable liquids in the Common Area or on any Lot; provided, however, that reasonable amounts of these liquids may be placed in metal containers and stored on a Lot in a safe manner.

(f) Display any sign to the public view on or from any Lot or the Common Area without the prior written consent of the Board, except a sign advertising the property for sale, lease or exchange, or advertising directions to the property, as provided in Section 712 of the California Civil Code.

(g) Engage in any noxious or offensive activity in any part of the Development.

(h) Alter or modify the exterior of any Improvements located on a Lot without first obtaining the written consent of the Architectural Control Committee.

(i) Alter, construct or remove anything on or from the Common Area, except upon written consent of the Board.

(j) ~~Except to the extent desired by Declarant to be used in connection with and during the development and sale of the Property within the Development, n~~No mobile home, motor home, travel trailer, truck camper, house trailer, boat trailer, truck (except to the extent necessary to the conducting of a business by an Owner or tenant, and other than a standard size pickup-truck) or similar equipment, shall be placed upon the property, other than temporarily. No such vehicles shall be used for living or storage purposes. Vehicles used by or belonging to Owners shall be parked only in designated parking or other areas appurtenant to each Lot. No stripped down, wrecked or junk motor vehicle shall be kept, parked, stored or maintained within the Development. No vehicles shall be operated in the development in a manner which constitutes a danger or nuisance to others. Seventy-two hours after notice has been given to the owner of a vehicle located on the property in violation of this Section, or parked in violation of these restrictions, the Association shall have the authority to tow away and store any such vehicle, whether such vehicle shall belong to an Owner, his tenant, or his guest or invitee. Charges for such towing and storage shall be assessed against the Owner responsible for the presence of such vehicle.

(k) Commit waste upon any property in the Development.

Section 5.02. Damage Liability. Each Owner shall be liable to the Association for all damage to the Common Area or other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or guests, employees, tenants and invitees.

~~Section 5.03. Exemption. Declarant shall be exempt from the restrictions of Section 5.01 to the extent necessary to complete any construction work, sales activities or additions to or affecting the Development. This exemption includes but is not limited to, placing advertising signs on Development property, and generally using Lots and the Common Area to carry on construction activity.~~

Section 5.043. Equitable Servitudes. The covenants and restrictions set forth in this Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners. These servitudes may be enforced by any Owner or by the Association or by both.

Section 5.054. Exterior Lighting. No exterior lighting shall be installed or maintained on any Lot, other than that provided by the Original Declarant or the Association, without the written permission of the Association.

Section 5.05. Variances. Upon application by any Owner, the Board shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in this Article V, if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected owner or fail to further or preserve the common plan and scheme of development contemplated by this Declaration.

ARTICLE VI
ARCHITECTURAL AND DESIGN CONTROL

Section 6.01. Architectural and Design Approval. Except for like-for-like replacement, Nno Improvementsbuilding, addition, wall, fence, structure or alteration on any Lot visible from the Common Area shall be begun, constructed, painted, resurfaced, or otherwise changedmaintained or permitted to remain on any Lot or on the Common Area, until complete plans and specifications of the proposed work have been submitted to and approved by the Architectural Control Committee. The Committee shall review the plans and specifications to determine whether they are compatible with the standards of design, construction and quality of the Development and, if they are not, shall require that changes be made before approval.

Section 6.02. Architectural Control Committee. The Architectural Control Committee shall consist of three members appointed by the Board from among the Members. formed as follows:

(a) The Declarant shall appoint all of the original members and all replacements until the first anniversary of the close of the first sale of a Lot. Further, Declarant may reserve the power to appoint a majority of the Committee until 75 percent of all Lots have been sold or until the fifth anniversary date of the close of the first sale of a Lot, whichever occurs first. After one year from the close of the first sale of a Lot, the Board shall have the right to appoint one member to the Committee, until 75 percent of the Lots have been sold or until the fifth anniversary date of the close of the first sale of a Lot, whichever occurs first. Thereafter, the Board shall have the right to appoint all of the members of the Committee.

(b) Members appointed to the Committee by the Board shall be Members of the Association. Members appointed to the Committee by the Declarant need not be Members of the Association.

~~(e) The term of the initial appointees shall be one year. Thereafter, m~~Members of the Committee shall serve two-year terms and ~~unless it becomes necessary to remove members appointed by Declarant in order to comply with Section 6.02(a), in which case the terms of all members shall end at that time, and the Board shall appoint a new Committee. Notwithstanding the foregoing, all members of the committee~~ shall serve at the will of the Board~~party that appointed them~~, and may be removed by ~~that party~~the Board at any time with or without cause.

~~(d)~~ The Committee shall meet as often as it deems necessary to carry out the obligations imposed on it ~~property,~~ unless otherwise directed by the Board.

Section 6.03. Decisions Subject to Board Review. All decisions of the Architectural Control Committee are subject to review by the Board of Directors and may be appealed to the Board. The Committee shall notify the Board of all violations of this Article and of any non-compliance with its rulings or with the plans and specifications submitted to and approved by it. Thereafter, the Board shall take any actions it deems necessary, in accordance with the provisions of this Declaration.

Section 6.04. Other Approvals. Any exterior changes to Improvements may also require the approval of the Town of Windsor, or its designee, under then current statutes, laws, rules, regulations or other legal requirements. The approval of proposed exterior changes to Improvements by the Board, the Architectural Control Committee or the Association shall not be construed to obviate the need for such approval by the Town of Windsor or its designee, nor shall such approval be construed to constitute approval by the Town of Windsor or its designee.

ARTICLE VII
INSURANCE

Section 7.01. Fire and Casualty Insurance. The Association shall obtain and maintain a policy or policies of fire and casualty insurance with an extended coverage endorsement for the full insurable replacement value of the Improvements in the Common Area. The amount of coverage shall be determined by the Board. This insurance shall be maintained for the benefit of the Association, the Owners, and their Mortgagees, as their interests may appear as named insured, subject, however, to any loss payment requirements set forth in this Declaration.

Section 7.02. General Liability Insurance. The Association shall obtain and maintain a policy or policies insuring the Association~~, Declarant, Manager, Owners and the Owners' relatives, invitees, guests, employees and their agents,~~ against any liability for bodily injury, death and property damage arising from the activities of the Association ~~and its Members, with respect to the Common Area~~. Limits of liability under the insurance shall not be less than $1,000,000. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion.

Section 7.03. Other Association Insurance. The Association shall purchase and maintain workers' compensation insurance to the extent necessary to comply with any applicable laws. The

Association also shall purchase and maintain fidelity bond coverage which names the Association as an obligation for any person or entity handling funds of the Association, whether or not such persons or entities are compensated for their service. This coverage shall be in an amount that is at least equal to the estimated maximum funds, including reserve funds, in the custody of the Association or the Manager at any given time during the term of each bond. However, the aggregate amount of these bonds must not be less than 150 percent of each year's estimated annual operating expenses and reserves. The Association also may purchase and maintain a blanket policy of flood insurance and demolition insurance in an amount that is sufficient to cover any demolition that occurs following the total or partial destruction of the Development and a decision not to rebuild.

Section 7.04. Trustee for Policies. The Association, acting through its Board, is hereby appointed and shall be deemed trustee of the interests of all named ~~insurers~~insureds under all insurance policies purchased and maintained by the Association. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board shall use the proceeds for any of the purposes specified in Article VIII of this Declaration. The Board also is authorized to negotiate loss settlements with the appropriate insurance carriers, to compromise and settle any claim or enforce any claim by any lawful action, and to execute loss claim forms and release forms in connection with such settlements.

Section 7.05. Individual Insurance. Each Owner shall provide fire and casualty Insurance for the Improvements on his or her Lot. An Owner may separately insure his or her personal property, and may obtain and maintain personal liability and property damage liability insurance for his or her Lot, provided that the insurance contains a waiver of subrogation rights by the carrier as to the other Owners, the Association, ~~Declarant~~ and the institutional First Mortgagees of the Owner's Lot.

Section 7.06. Insurance Premiums. Insurance premiums for any insurance coverage obtained by the Association shall be included in the regular assessments. That portion of the regular assessments necessary for the required insurance premiums shall be used solely for the payment of the premiums when due.

ARTICLE VIII
DAMAGE OR DESTRUCTION

Section 8.01. Duty to Restore and Replace. If any of the Improvements in the Common Area are destroyed or damaged, the Association shall restore and replace the Improvements, using the proceeds of insurance maintained pursuant to Article VII of this Declaration, subject to the provisions of this Article.

~~Section 8.02. Proceeds Justifying Automatic Restoration and Repair. If the proceeds of any insurance maintained pursuant to Article VII of this Declaration for reconstruction or repair of the Property are equal to at least 85 percent of the estimated cost of restoration and repair, the Board shall use the insurance proceeds for that purpose. shall levy a special assessment to provide~~

~~the necessary additional funds, and shall have the Improvements promptly rebuilt, unless the Owners by the vote or written consent of not less than 75 percent of the total voting power of each class of Owners object to the restoration or repair work within 30 days of damage or destruction.~~

~~Section 8.03. Approval by Owners of Special Assessment for Certain Restorations and Repairs. If the proceeds of any insurance maintained pursuant to Article VII of this Declaration for reconstruction or repair of the Property are less than 85 percent of the estimated cost of restoration and repair, any restoration and repair work must be authorized by the vote or written consent of Owners representing at least 75 percent of the total voting power of each class of Owners and beneficiaries of at least 75 percent of the First Mortgages on the Lots in the Development. This authorization must be given within 60 days of the damage or destruction and must authorize the Board to levy a special assessment to provide the necessary funds over and above the amount of any insurance proceeds available for the work.~~

Section 8.042. Order Reconstruction or Repair. ~~If reconstruction or repair work is to take place pursuant to this Article, t~~The Board shall take the following steps with respect to the restoration or repair of any of the Improvements in the Common Area with an estimated cost of work in excess of $25,000:

(a) ~~Prepare the necessary documents, including an executed and acknowledged certificate stating that damage has occurred, describing it, identifying the Improvement suffering the damage, the name of any insurer against whom claim is made, and the name of any insurance trustee, stating (if applicable) that the consent described in Section 8.03 has been obtained, and reciting that the certificate is recorded pursuant to this paragraph. That certificate shall be recorded with the Recorder of Sonoma County within 90 days from the date of the damage or destruction.~~

~~(b)~~ Obtain firm bids ~~(including the obligation to obtain a performance bond)~~ from two or more responsible contractors to restore the Improvement~~rebuild the Development~~ in accordance with its original plans and specifications ~~and, as soon as possible thereafter, call a special meeting of the voting Owners to consider the bids. If the Board fails to do within 60 days after the casualty occurs, any Owner may obtain the bids and call and conduct the special meeting in the manner required by this paragraph. At the meeting, Owners representing at least 67 percent of the total voting power may elect to reject all of the bids and thus not to rebuild, or Owners representing at least 51 percent of the total voting power may elect to reject all bids requiring amounts exceeding the available insurance proceeds by more than $500. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable. Failure to call the special meeting or to repair the casualty damage within 12 months from the date the damage occurred shall be deemed for all purposes to be a decision not to rebuild.~~

(e~~b~~) If a bid is accepted, the Board shall let the contract to the successful bidder and distribute the insurance proceeds to the contractor as required by the contract.

(d~~c~~) Levy a special assessment in the manner described in Section 4.05 of this Declaration to make up any deficiency between the total insurance proceeds and the contract price

for the repair or rebuilding, with the assessment and all insurance proceeds, whether or not subject to liens of mortgagees, to be used solely for rebuilding. ~~This assessment shall be apportioned equally to each Lot.~~ If any Owner fails to pay the special assessment within 15 days after it is levied, the Board shall enforce the assessment in the manner described in Section 4.09~~8~~ of this Declaration.

~~Section 8.05. Election Not to Rebuild. Upon an election not to rebuild, the Board, as soon as reasonably possible and as agent for the Owners, shall execute and record a certificate stating that the Association shall not rebuild. The Board shall also sell the entire Development on terms acceptable to the Board and free from the effect of this Declaration, which shall terminate upon the sale. The net proceeds shall then be distributed to the Owners and their respective Mortgagees proportionately according to the respective fair market values of the Lots at the time of the destruction as determined by an independent appraisal. That appraisal shall be performed by an independent appraiser who shall be selected by the Association and who shall be a member of, and apply the standards of, a nationally recognized appraiser organization. All insurance proceeds available for restoration or repair shall be distributed to the Owners equally.~~

Section 8.0~~6~~3. Minor Restoration and Repair and Work. The Association shall order restoration or repair work without complying with the other provisions of this Article whenever the estimated cost of the work does not exceed $25,000.00. If insurance proceeds are unavailable or insufficient, the Association shall levy a special assessment for the cost of the work. The Assessment shall be levied in the manner described in Section 4.05 of this Declaration.

ARTICLE IX
EMINENT DOMAIN

Section 9.01. Sale to Condemning Authority. If a governmental agency proposes to condemn all or a portion of the Common Area, the Association may sell all or any portion of the Common Area to the condemning authority if 51 percent of the Owners and 51 percent of all Institutional First Mortgagees approve the sale in advance. Any such sale shall be made by the Association in the capacity of attorney-in-fact for the Owners, acting under an irrevocable power of attorney which each Owner grants to the Association by accepting a deed to a Lot. The sales price shall be any amount deemed reasonable by the Board.

Section 9.02. Distribution of Sales Proceeds. The proceeds of a sale conducted pursuant to Section 9.01 shall be distributed equally to the Owners and their Mortgagees, as their interests may appear.

Section 9.03. Taking and Condemnation Awards. If there is a taking by a governmental agency of all or any portion of the Common Area, the condemnation award shall be distributed to all Owners and their respective Mortgagees in accordance with the court judgment, if any such judgment exists. In all other cases, the proceeds shall be distributed among the Owners and their respective Mortgagees as their interests may appear.

ARTICLE X
RIGHTS OF MORTGAGEES

Section 10.01. Warranty. ~~Declarant hereby warrants that~~ Mortgagees of Lots in the Development shall be entitled to the rights and guaranties set forth in this Article. No amendment of this Article shall affect the rights of the holder of any First Mortgage recorded prior to the recordation of the amendment who does not join in the execution of the amendment.

Section 10.02. Subordination. Notwithstanding any other provision of this Declaration, liens created under Section 4.098 of this Declaration upon any Lot shall be subject and subordinate to, and shall not affect the rights of the holder of, the indebtedness secured by any recorded First Mortgage upon such an interest made in good faith and for value, provided that any transfer of a Lot as the result of a foreclosure or exercise of a power of sale shall not relieve the new Owner from liability for assessments that become due after the transfer. Such a transfer shall extinguish the lien of assessments that were due and payable prior to the transfer of the Lot.

Section 10.03. Inapplicability of Right of First Refusal. Should any of the Association's Governing ~~Instruments~~Documents provide for a "right of first refusal", this right shall not impair the rights of a First Mortgagee to:

(a) Foreclosure or take title to a Lot pursuant to the remedies provided in the Mortgage;

(b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a Mortgagor; or

(c) A subsequent sale or lease of a Lot so acquired by the Mortgagee.

Section 10.04. Notice of Default. A First Mortgagee, upon request, shall be entitled to written notification from the Association of any default in the performance by the Mortgagor of any obligation under the Association's Governing ~~Instruments~~Documents that is not cured within 60 days.

Section 10.05. Unpaid Assessments. Any First Mortgage who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage shall not be liable for the Lot's unpaid assessments that accrue prior to the acquisition of title to the Lot by the Mortgagee.

Section 10.06. Mortgagee Approval of Material Amendments. Notwithstanding Article XII of this Declaration, any amendments governing any of the following shall require the prior written approval of at least 51 percent of the First Mortgagees.

(a) Boundaries of any Lot;

(b) Owners' interests in the Common Area;

(c) Convertibility of Lots into Common Area or Common Area into Lots;

(d) Establishment of self-management by the Association, when professional management has been previously required by any First Mortgagee or any insurer or governmental guarantor of a First Mortgage;

(e) Annexation, addition or withdrawal of real property to or from the Development;

(f) Assessments, assessment liens, or the subordination of these liens;

(g) Casualty and liability insurance or fidelity bonds; or

(h) Any provisions expressly benefitting First Mortgagees or Insurers or governmental guarantors of First Mortgages.

Notwithstanding the foregoing, any First Mortgagee who receives a written request from the Board to approve a proposed amendment or amendments requiring consent under this Section and who does not deliver a negative response to the Board within 30 days of the receipt of the request shall be deemed to have approved the proposed amendment or amendments.

Section 10.07. Mortgagee Approval of Other Actions. Unless at least 67 percent of the First Mortgagees (based upon one vote for each First Mortgage owned), or 67 percent of the Lot Owners ~~other than Declarant~~, have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the Development;

(b) Change the pro rata interest or obligations of any individual Lot for either of the following purposes, unless the change is due to an annexation pursuant to Article XI of this Declaration:

(1) Levying assessments or charges, or allocating distributions of hazard insurance proceeds or condemnation awards; or

(2) Determining the pro rata share of ownership of each Lot in the Common Area and the Improvements thereon.

(c) Partition or subdivide any Lot;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area unless due to an annexation pursuant to Article XI of this Declaration (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this clause);

(e) Use hazard insurance proceeds for losses to any Development property (whether to Lots or to the Common Area) for other than the repair, replacement or reconstruction of that property, except as provided by statute in case of substantial loss to the Lots and/or Common Area of the Development.

Section 10.08. Liens. All taxes, assessments and charges that may become liens prior to the First Mortgage under local law, shall relate only to the individual Lots and not to the Development as a whole.

Section 10.09. Priority. No provisions of the Governing ~~Instruments~~Documents give any Owner, or any other party, priority over any rights of the First Mortgagee of the Lot pursuant to its Mortgage in the case of a distribution to the Lot Owner of insurance proceeds or condemnation awards for losses to, or a taking of, all or a portion of a Lot or Lots and/or the Common Area.

Section 10.10. Reserve Fund. Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis. The reserve fund shall be funded by the regular assessments rather than by special assessments.

Section 10.11. Management. Any agreement for professional management of the Development shall not exceed one year and shall provide that either party may terminate the agreement, without cause and without the imposition of a termination fee, on 90 days' written notice. The approval of holders of at least 51 percent of the First Mortgages shall be obtained before the Association terminates a professional management agreement, if the First Mortgages require professional management.

Section 10.12. Right to Inspect Books and Records. Institutional First Mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours and (2) require the submission of any financial data furnished to the Owners of the Association.

Section 10.13. Payment by Mortgagees. First Mortgagees may, jointly or severally, pay taxes or other charges that are in default and that may or have become a charge against the Common Area, and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy, for the Common Area, and First Mortgagees making these payments shall be entitled to immediate reimbursement from the Association.

Section 10.14. Right to Furnish Mortgage Information. Each Owner hereby authorizes the First Mortgagee of a First Mortgage on the Owner's Lot to furnish information to the Board concerning the status of the First Mortgage and the loan that it secures.

Section 10.15. Conflicts. In the event of any conflict between any of the provisions of this article and any of the other provisions of this Declaration, the Articles or the bylaws, the provisions of this restriction shall control.

ARTICLE XI
AMENDMENTS

Section 11.01. Amendment or Revocation Before Close of First Sale. At any time before the close of the first sale of a Lot to a purchaser other than Declarant, Declarant and any Mortgagee of record may, by executing an appropriate instrument, amend or revoke this Declaration. The executed instrument shall be acknowledged and recorded in the Office of the Recorder of Sonoma County.

Section 11.02. Amendment by Owners After Close of First Sale. At any time after the close of the first sale of a Lot to a purchaser other than Declarant, tThis Declaration may be amended by the vote or written consent of Owners representing not less than 51 percent of the voting power of each class of Owners of the Association. If only one class of membership exists at the time an amendment is proposed, then it must be approved by not less than 51 percent of the voting power of the Association, which shall include at least a majority of the votes residing in Owners other than Declarant. An amendment becomes effective after (l) the approval of the required percentage of Owners bas been given, (2) the fact has been certified in a writing executed and acknowledged by an officer designated by the Association for that purpose or, if no such designation is made, by the President of the Association; and (3) that writing has been recorded in Sonoma County.

Section 11.03. Amendments Pursuant to Court Order. If this Declaration requires a proposed amendment to be approved by the affirmative vote of a specified percentage (exceeding 50 percent) of the votes in the Association or of Owners having a specified percentage (exceeding 50 percent) of the votes in more than one class (a "super-majority"), and more than 50 percent but less than the required super-majority of the votes approve the amendment. the Association or any Owner may petition the Superior Court of Sonoma County, subject to the requirements, limitations and exceptions set forth in Section 1356 of the California Civil Code, for an order reducing the percentage of the affirmative votes necessary for the amendment or approving the amendment. If such an order is issued, the amendment shall be acknowledged by any person designated by the Association for that purpose or, if no such designation is made, by the President of the Association, and that person shall have the amendment and the court order recorded in Sonoma County. Upon recordation, the amended provision or provisions of this Declaration shall have the same force and effect as if the amendment were adopted in compliance with every requirement imposed by this Declaration and the other governing documents. Within a reasonable time after recordation, the Association shall mail a copy of the amendment and a statement regarding the amendment to each Owner.

ARTICLE XII
RIGHTS OF THE TOWN OF WINDSOR

Section 12.01. Third Party Beneficiary. Notwithstanding anything in this Declaration to the contrary, the Town of Windsor, or any governmental body with jurisdiction which is its successor in interest ("Town"), is a third party beneficiary of this Declaration within the meaning of Civil Code §1559, and as such, has the rights described herein.

Section 12.02. Option to Cure Defaults. If ~~Declarant,~~ the Association or any Owner fails to properly perform their maintenance obligations as described in this Declaration, the Town shall have the right, but not the obligation, to enforce the provisions of this Declaration. Prior to exercising any rights hereunder, the Town shall first give any defaulting Owner and the Association sixty (60) days prior written notice of the nature of the default under this Declaration. If a cure of such default is not commenced within said (60) day period or is not diligently pursued to completion after the commencement thereof, the Town shall have the right to do any or all of the following:

(a) Do or perform any act the subject Owner or Association might do or perform under the provisions of this Declaration which shall be necessary to remedy the default, including but not limited to: (i) perform the necessary maintenance and (ii) levy and collect the cost for performing such maintenance in accordance with the assessment procedures described in this Declaration.

(b) Take all legal steps necessary to compel performance or to collect any assessments as the Town may determine necessary in each case.

Section 12.03. Recovery of Costs. If the Town exercises any of the remedies described herein, it shall be entitled to recover its reasonable costs and expenses, including witness, expert and attorneys' fees. In addition, if any sums are recovered from a suit or a foreclosure sale or a judicial foreclosure proceeding, the sum shall be applied first to cover the Town's cost of suit or foreclosure, including but not limited to filing fees, title company charges, miscellaneous foreclosure charges and reasonable attorneys' fees. The balance of any sums so recovered shall then be applied against any amount which is then lawfully owing to the Owner of the property foreclosed upon as that Owner's interest. may appear. Failure of the Town to take any action as described herein shall in no event be deemed a waiver of the right to do so thereafter. Any lien established by the Town hereunder shall be subject and subordinate to, and shall not affect the rights of the holder of, an indebtedness secured by any Mortgage or deed of trust on such interest made in good faith and for value which Mortgage or deed of trust has been recorded prior to the recording of a Notice of delinquency by the Town. No foreclosure of any such mortgage or deed of trust shall impair the Town's rights to enforce the provisions of this article as to future failures to maintain the Common Area.

Section 12.04. Town Consent Required. Notwithstanding anything herein to the contrary, the provisions of this Declaration cannot be amended or rescinded without the prior written consent

of the Town as evidenced by a resolution of the Town Council or such other written approval as may be evidenced by the Town Council. Any purported amendment of this Declaration without the prior written approval of the Town shall be ineffective, void and unenforceable.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.01. Term. The provisions of this Declaration shall continue in effect for a term of 10 years from the date of execution. Thereafter, it shall be automatically extended for successive periods of 10 years, until the membership of the Association decides to terminate it. No such termination, however, shall be valid without the consent of the Town of Windsor or its designee.

Section 13.02. Nonwaiver of Remedies. Each remedy provided for in this Declaration is separate, distinct and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

Section 13.03. Attorneys' Fees. In any action to enforce this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 13.04. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

Section 13.05. Binding. This Declaration, as well as any amendment to it and any valid action or directive made pursuant to it, shall be binding on the ~~Declarant~~Association and the Owners and their heirs, personal representatives, grantees, tenants, successors and assigns.

Section 13.06. Interpretation. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a planned development. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce that provision or any other provision of this Declaration.

Section 13.07. Limitation of Liability. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate upon sale, transfer, assignment or other divestment of the Owner's entire interest in his or her Lot with respect to obligations arising from and after the date of the divestment.

Section 13.08. Fair Housing. Neither ~~Declarant~~the Association nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing or occupancy of the Owner's Lot to any person on the basis of race, color, sex, religion, ancestry or national origin.

Section 13.09. Number and Headings. As used in this Declaration, the singular shall include the plural, unless the context requires the contrary. The headings are not a part of this Declaration, and shall not affect the interpretation of any provision.

Section 13.10. No Public Rights Created. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Development for any public use or purpose.

Section 13.11. Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference.

Section 13.12. References to Statutes. Any references in this Declaration to State of California statutes shall be to the referenced statute as in effect on the date that this Declaration is recorded in the Office of the County Recorder of Sonoma County, California. In the event that any referenced statute is subsequently amended or superseded, all such references shall thereupon mean and refer to the referenced statute as so amended, modified or superseded, so long as the amended statute continues to regulate or pertain to the same subject matter.

~~DECLARANT~~

~~WINDSOR PALMS PLAZA II~~
~~A California Limited Partnership~~
Windsor Palms Plaza II Owners Association,
a California nonprofit mutual benefit corporation

By: _____
Mitchell Grandi, its President

By: _____
Anthony Marinelli, its Secretary

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

State of California)
)
County of)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
)
County of)

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

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

WITNESS my hand and official seal.

Signature _____

Exhibit "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SONOMA, ~~CITY OF UNINCORPORATED~~TOWN OF WINDSOR, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF PARCEL TWO, AS NUMBERED AND DELINEATED UPON THE MAP ENTITLED RECORD OF SURVEY OF WINDSOR PALMS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON JULY 7, 1950, IN BOOK 64 OF MAPS, PAGES 25 AND 26 AND RUNNING THENCE WEST 345.81 FEET; THENCE NORTH 260 FEET; THENCE WEST 340 FEET TO THE EASTERN LINE OF BLUEBIRD DRIVE; THENCE NORTH AND ALONG SAID EAST LINE 22.63 FEET; THENCE CONTINUING ALONG SAID EAST LINE ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 175 FEET, THROUGH AN ANGLE OF 32° 23' DISTANT ON SAID ARC 98.91 FEET, THENCE NORTH 32° 23' EAST AND ALONG SAID EAST LINE 304.83 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 25 FEET, DISTANT ON SAID ARC 39.27 FEET, SAID POINT BEING ON THE SOUTHWESTERN LINE OF OLD REDWOOD HIGHWAY; THENCE SOUTH 57° 37' EAST, AND ALONG SAID SOUTHWESTERN LINE 500.42 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1,965 FEET THROUGH AN ANGLE OF 2° 43' DISTANT ON SAID ARC 93.53 FEET; THENCE SOUTH 54° 54' EAST 101.1 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 25 FEET DISTANT ON SAID ARC 39.27 FEET TO A POINT ON THE WESTERN LINE OF WINDSOR PALMS DRIVE; THENCE SOUTH 32° 23' EAST AND ALONG SAID WESTERN LINE A DISTANCE OF 186.03 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 225 FEET THROUGH AN ANGLE OF 32° 23' DISTANT ON SAID ARC 75.92 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION CONVEYED BY CHARLES NEALE CARRINGTON AND FRANCES CARRINGTON, HIS WIFE, TO SAMUEL ARENT AND LORNA ARENT, HIS WIFE, AS DESCRIBED IN THE GRANT DATED DECEMBER 16, 1968 AND RECORDED JANUARY 3, 1969, IN BOOK 2371 OF OFFICIAL RECORDS, PAGE 4, RECORDER'S SERIAL NO. L-4623, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM A PORTION OF THE LANDS OF PFISTER AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NO. 90-032570, SONOMA COUNTY RECORDS. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE MOST NORTHERLY CORNER OF SAID LANDS, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF OLD REDWOOD HIGHWAY AND.BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 32° 23' 00" WEST ALONG THE N0RTHWESTELRY LINE OF SAID LANDS A DISTANCE OF 239.50 FEET; THENCE SOUTH 57° 37' 00" EAST A DISTANCE OF 13.50 FEET; THENCE NORTH 32° 23' 00" EAST A DISTANCE OF 239.50 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF OLD REDWOOD HIGHWAY; THENCE NORTH 57° 37' 00" WEST ALONG SAID SOUTHWESTERLY LINE 13.50 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF SONOMA, RECORDED AUGUST 13, 1991, UNDER SERIES NO. 91-80285, SONOMA COUNTY RECORDS.

BEING THE SAME LANDS DESCRIBED IN THAT FINAL SUBDIVISION MAP MJS 91-522A OF WINDSOR PALMS PLAZA II.