

DECLARATION OF RESTRICTIONS

(Enabling Declaration Establishing a Plan for Condominium Ownership of Pacific Point)

The Declarant, PACIFIC POINT INVESTORS , a California Limited Partnership, owner of a certain subdivision and tract of land situated in the City of Pacifica, County of San Mateo, State of California, and described as follows: Pacific Point, being a subdivision of Portions of Blocks 24, 25, a portion of Maldon Way, a portion of walk 10.00 feet in width, all as shown on the map entitled, "Map No. 2 Edgemar San Mateo County, California", which map was filed in the Office of the Recorder of the County of San Mateo, State of California, on June 22, 1914, in Book 9 of Maps at Pages 17, 18, 19, 20, 21 and 22 and a portion of the San Pedro, Rancho, recorded in Volume 79 of Maps at Pages 26 through 33 in the Office of the Recorder of the County of SanMateo, State of California, the 26th, day of December 1972.

RECITALS :

- 1. Declarant is the owner of a certain tract of land situated in the City of Pacifica , County of San Mateo , State of California, as described above.
- 2. Declarant has improved or intends to improve the property by constructing on said property, multifamily structures which have been or will constructed substantially in accordance with plans prepared by Willis and Associates, dated May 16, 1972
- 3. All of the real property, including all structures and other improvements thereon, is hereby defined and shall hereinafter be referred to as the "project".
- 4. Declarant hereby establishes by this Declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the units in each multifamily structure, and the co-ownership by the individual and separate owners thereof, as tenants in comon and as hereinafter set forth, of all of the remaining portion of the project, which is hereinafter defined and referred to herein as the "common area".

DECLARATION :

Declarant, the fee owner of the real property described in the introduction above, hereby makes the following Declaration as to divisions, easements, rights, liens, charges, covenants, restrictions, limitations, conditions and uses to which the property may be put, hereby specifying that such Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the project, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

A. Declarant, in order to establish a plan of condominium ownership for the project, hereby covenants and agrees that it hereby divides the project into the following separate freehold estates:

- 1. Each of the units in each multifamily structure, each separately shown, numbered and designated in Exhibit "A" attached hereto, shall be a separate freehold estate consisting of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of each unit, each of such spaces being defined and referred to herein as a "unit". Each unit includes both the portions of the building so described and the airspace so encompassed, but the following are not part of the unit: bearing walls, main walls, columns, floors, roofs, foundations, tanks, pumps, boilers, and other central services, elevators, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located , except the outlets thereof when located within the units. In interpreting deeds, declarations and plans, the existing physical boundaries of the unit or of a unit recon-structed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries, rather than the ----- and bounds (or other description) expressed in the deed, plan or:declaration regardless of settling or lateral movement of the building.

“ Covenants and restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to the handicap but does not Discriminate against handicapped persons.

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Or regardless of minor variance between boundaries showing on the plan or in the deed and declaration and those of the building.

2. A freehold estate consisting of the remaining portion of the project is described and referred to herein as the "common area." The common area shall include, without limitation, each multifamily structure (except for the units), the solid earth upon which the structure is located and the air space above the structure, all bearing walls, columns, floors, roofs, slabs, foundations, storage spaces outside perimeter walls, balconies, common halls, and common stairways, heating equipment and installation, tanks, pumps, and other central services, elevators, pipes, chutes, conduits, wires and other utility installations of the multifamily structures, wherever located, except the outlets thereof when located within the units. The common area shall also include parking spaces, lawns, pavement, trees, and all other landscaping, a swimming pool or pools, play area, and all other community facilities.

B. Each unit, together with the respective undivided interest in the common area specified and established in Paragraph F hereof is defined and hereinafter referred to as a "condominium," and the ownership of each condominium shall include a unit and such undivided interests in the common areas.

C. A portion of the common area is hereby set aside and allocated for the restricted use of the respective units, as is hereinafter designated, and as shown in Exhibit "A", and said areas shall be known as "restricted common areas."

D. Restricted common areas allocated for the restricted use of the respective units carry the following symbols: G--covered parking; O--uncovered parking; B--balcony; S--storage; P--patio; F--fireplace.

Where applicable to the design of this project, each unit will have an exclusive right to use the facilities represented by the above symbols, either adjacent or appurtenant to the particular numbered unit. Each such exclusive right is specifically designated in each individual grant deed.

E. The 98 individual units which are hereby established and which shall be individually conveyed are described as follows:

52 2 bedroom, 1 bath: Units 4-9, 16-21, 28-33, 40-45, 52-57, 64-69, 75-78 and 84-95.

46 2 bedroom, 2 bath + den : Units 1,2,3,10,11,12,13,14,15,22,23,24, 25,26,27,34,35,36,37,38,39,46,47,48,49, 50,51,58,59,60,61,62,63,70,71,72,73,74, 79,80,81,82,83,96,97,98

F. The undivided interest in the common area hereby established and which shall be conveyed with each respective unit is as follows:

Units 1 and 2 (2)	1.1052%
Units 10,11,13,14,22,23,25,26,34,35,37,38,46,47,49,50,58,59, 61,62,70,71,73,79,81,82,96 and 97 (28) -	1.1051%
Units 3,12,15,24,27,36,39,43,51,60,63,72,74,80,83and 98(16)	1.1187%
Units 4-9,16-21,28-33,40-45,52-57,64-69,75-78 and 84-95(52)	0.9413%

The above respective undivided interests established and to be conveyed with the respective units as indicated above, cannot be changed; and Declarant its successors and assigns, and grantees, covenant and agree that the undivided interests in the common areas and the fee titles to respective units conveyed therewith, shall not be separated or separately conveyed; and each said undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the unit.

G. The proportionate shares of the separate owners of the respective condominium in the common expenses in the common areas, as well as their

proportionate representation for voting purposes in the Association of Owners, is based on the proportionate sq.ft, that each of the units referred to herein hears to the total sq. ft, of 110,644 which represents. the total sq. ft. of all of the units. The sq. Ft. of the respective units, their respective interests for voting purposes, and their proportionate shares in the expenses as follows:

2	2	bedroom, 2	bath	+ den	1.1052%
28	2	bedroom, 2	bath	+ den	1.1051%
16	2	bedroom, 2	bath	+ den	1,1187%
52	2	bedroom, 1	bath	+ den	0.9413%

H. Attached hereto and made a part hereof as Exhibit "A" is a copy of the plat of the project, together with diagrammatic floor plans of each multifamily structure, consisting of 8 sheets, dated June 5 1972 and filed for record on December 26 1912 in Book 79 of Maps, at Page(s) 26 through 33 inclusive

I. Declarant, its successors, and assigns, by this declaration, and all future owners of the condominiums, by their acceptance of their respective deeds, covenant and agree as follows:

1. The common areas shall remain undivided as set forth above; and no owner shall bring any action for partition, excepting as otherwise hereinafter provided, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the project.
2. The unit shall be occupied and used by the respective owners only as a private dwelling for the owners, his family, tenants and social guests, and for no other purpose.
3. Each condominium owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own unit.
4. No unit owner shall repaint the exteriors of the buildings without receiving the prior written approval of the Board of Directors.
5. No resident of the project shall post any signs, advertisements or posters of any kind in or on the project, except a sign 12" x 18" advertising the unit for sale. The sign may be placed in the window, but may not be affixed to or placed upon the exterior walls or roof or any part thereof.
6. No unit shall be used in such manner as to obstruct or interfere with the enjoyment by residents of other units or annoy them by unreasonable noises or otherwise, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur. No noxious or offensive activity shall be carried on.
7. No exterior clothesline shall be erected or maintained, and there shall be no drying or laundering of clothes on the balconies, patios, porches or other areas. Dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Should any animal belonging to occupants or owners of any unit be found wandering around the area and not being held by a leash by a person capable of controlling the animal, the animal may be removed by the Association, or a person designated by them so to do, to a pound under the jurisdiction of the County of San Mateo or any municipality therein which the premises may be situated and subject to the laws and rules governing said pound, or to a shelter whereupon the owner may, by paying all expenses connected therewith, redeem the animal.
8. No repairing or restoring of cars, trucks, motorcycles, or boats shall be allowed in the common area with the exception of the space within the covered garage space reserved for each unit.
9. No owner shall park, store, or keep in the open parking spaces any vehicle larger than a 3/4-ton pickup truck without any attachments to the body without first obtaining permission from the Association. Said vehicles shall include but not be limited to boats, trailers, pickup trucks with camping attachments to the body, and trucks bigger than a pickup. Permission shall not be required to park said vehicles in the covered parking spaces reserved for each unit.
10. No owner, resident, or lessee shall install television, FM,

AM, or amateur radio antennae, machines or air conditioning unit, wiring for electrical or telephone installation on the exterior of the buildings of the project or that protrude through the walls or the roof of the building except as authorized by the Association.

11. All garbage and trash shall be placed only in designated areas located in the common area.

12. There shall be no exterior newspaper tubes or freestanding, mailboxes.

13. No basketball standards or fixed sports apparatus shall be attached to any unit, garage or carport without the written permission of the Association.

14. Each owner shall keep_ his garage or carport areas in a neat and orderly condition with all storage areas completely enclosed.

15. For all units above the first floor, it shall be compulsory to have all floor areas padded and carpeted, with the exception of bathrooms and kitchens.

16. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors.

17. If any portion of common area encroaches upon the units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the owners of units agree that minor encroachments of parts of the common area due to construction shall be permitted and that valid easements for such encroachment and the maintenance thereof shall exist. The common area is and shall always be subject to easements for minor encroachments thereon of the unit; and a nonexclusive easement for ingress, egress and support through the common area is appurtenant to each unit, and the common area is subject to such easements.

18. An owner of a condominium shall automatically, upon becoming the owner of same, be a member of the PACIFIC POINT HOMEOWNERS ASS'N. and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

19. The owners of all of the condominiums covenant and agree that the administration of the project shall be in accordance with the provisions of this Declaration, the Articles and By-Laws of the Association, which are collectively attached hereto as Exhibit "B" and made parts hereof. In the event that any of the matters in this Declaration or in Exhibit "A" are in any way inconsistent with any matters in Exhibit "B", then any such matters in Exhibit "B" shall prevail. In the event that any of the matters in such Exhibit "A" are in any way inconsistent with any matters in this Declaration, then any such matters in this Declaration shall prevail.

20. Each owner, tenant or occupant of a condominium shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association or its duly authorized representative, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

21. The Declaration may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least 75%, of the total voting interest of all condominiums in the project, as shown in the Declaration, excluding the vote of the Declarant.

22. No owner of a condominium may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas or by the abandonment of his condominium.

J. All sums assessed in accordance with the provisions of Article VI constitute a lien on each respective condominium

prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value.

Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the owner to pay such assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Sections 2924, 2925b and 2924c of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

The Association, acting on behalf of the condominium owners, shall have the power to bid for the condominium at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

K. Where the mortgagee of a first mortgage of record or other purchaser of a condominium obtains title to the same as a result of foreclosure of any such first mortgage, such acquirer of title, his successors and assigns, shall not

be liable for the share of the common expenses or assessments by the Association chargeable to such condominium which became due prior to the acquisition of title to such condominium by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominiums, including such acquirer, his successors and assigns.

L. The respective condominiums shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than 30 days; or (b) any rental if the occupants of the unit are provided customary hotel service such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. There shall be no subletting of a portion or portions of any dwelling unit to any individual or individuals. No more than one family shall live in any one dwelling unit.

Other than the foregoing obligations, the owners of the respective condominium shall have the absolute right to lease same, provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and further subject to the By-Laws attached hereto.

M. In the event the property subject to this enabling Declaration is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by an agreement approved by more than 50% of the votes as such voting interests are established in this Declaration. An action may be brought by an owner of a condominium for partition, as provided in Section 752b of the California Code of Civil Procedure. Nothing herein shall be deemed to prevent partition of a cotenancy in any condominium.

N. In a voluntary conveyance of a condominium, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

However, any such grantee shall be entitled to a statement from the Association, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the condominium conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

O. All agreements and determination lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the By-Laws, shall be deemed to be binding on all owners of their successors, and assigns.

P. The Association Shall promulgate rules and regulations concerning

the use of the common areas and recreational facilities by owners and their guests.

Q. The Association shall have the right to limit the number of an owner's guests who are using the recreational facilities.

R. The association and local fire and police departments shall have the right to move or remove any or all vehicles which are parked in front of fire hydrants or any area which interferes with vehicular movement or activities of the police, fire or emergency services. The Association shall comply with the requirements of Section 22658 of the Vehicle Code of the State of California which pertains to the removal of vehicles from private property and Sections 22852 and 22853 of the Vehicle Code which pertains to the requirements of notice.

Any expenses incurred by the Association or municipal police or fire department in the moving or removal of an owner's vehicle shall be a charge and included in the assessment of the owner. The owner shall also be responsible for his guests' vehicles, and the owner's assessment shall include the additional expenses incurred by the removal of his guests' vehicles.

S. So long as Declarant, its successors and assigns, owns one or more of the condominiums established and described herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration and of Exhibits "A", and "S" attached hereto; and Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the condominiums

T. Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

U. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of the members, excluding the vote of the Declarant.

V. The Association shall obtain and continue in effect, blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering condominiums, but without prejudice to the right of the owner or a condominium to obtain individual condominium insurance.

W. Insurance premiums for any blanket insurance coverage shall be a common expense to be included in the monthly assessments levied by the Association; and the portion of such payments necessary for the insurance premiums shall be held in a separate escrow account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

X. This Declaration may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by 51% of total owners of all condominiums in the project excluding the vote of the Declarant.

Y. This Declaration shall run with and bind the land and shall continue in full force and effect for a term of 50 years from the date of this Declaration, after which time the same shall be automatically extended for successive periods of ten years.

PACIFIC POINT INVESTORS, a California

DATED: March 1, 1973 Limited Partnership.

By. Alpha Land Company , a California

SS.

State of California

County of San Mateo

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ON March 1st 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared Philip H. Ingber known to me to be the President & Gilbert Hills, known to me to be the Secretary of Alpha Land Company, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation. Said corporation being known to me to be one of the partners of Pacific Point Investors the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.
Signature Kenneth A Lee

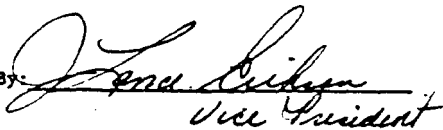
KENNETH A. LEE
NOTARY CALIFORNIA
1974 SAN MATEO COUNTY

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WAIVER AND CONSENT

Northern California Savings and Loan Association, a corporation the Beneficiary under that certain Deed of Trust dated June 23, 1972, recorded July 5, 1972 in Book 6182, Page 735, Series No. 34297AF, Official Records, executed by Pacific Point Investors, a California Limited Partnership, to Palo Alto Financial Corporation, a California Corporation, Trustee, hereby consents to the Declaration of Restrictions attached hereto and made a part hereof, and approve and join in the same.

PALO ALTO FINANCIAL CORPORATION,
a California corporation

By: 
Vice President

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