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RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
EDGEWATER ISLE MASTER ASSOCIATION

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RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
EDGEWATER ISLE MASTER ASSOCIATION

This restated Declaration, made on the date hereinafter set forth, pursuant to the written consent of sixty-six and two-thirds percent (66 2/3%) of the Owners of the Property, is made with reference to the following facts:

A. The Association and its Members are the Owners of certain Property located in the City of San Mateo, County of San Mateo, State of California, more particularly described as follows: Lots 1 through 9 as shown on that certain map entitled "EDGEWATER ISLE SUBDIVISION MAP FOR UNIT PURPOSES BEING A RESUBDIVISION OF LOT 1 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED 'EDGEWATER PARK SUBDIVISION MAP'", recorded in Volume 108 of Maps, pages 66 and 67 and corrected by certificate of correction recorded in Document No. 83061568 on November 29, 1983, in Volume 111 of Maps at pages 2 and 3, in the Office of the Recorder of San Mateo County, California, and Lot 2 as lies within the exterior boundaries as shown on that certain map entitled, "EDGEWATER PARK SUBDIVISION MAP FOR UNIT PURPOSES BEING A RESUBDIVISION OF ALL OF THAT CERTAIN MAP ENTITLED, "RESUBDIVISION OF PARCEL MAPS 36-79 AND 217 MARINERS ISLAND UNIT 5" (EXCEPT PARCELS E, F AND G THEREOF) RECORDED IN BOOK 104 OF MAPS, PAGES 42 THROUGH 48, SAN MATEO COUNTY RECORDS, CITY OF SAN MATEO, SAN MATEO COUNTY, CALIFORNIA," recorded in the office of the Recorder of San Mateo County, State of California on March 3, 1983, in Volume 109 of Maps at page 66.

B. Covenants, conditions and restrictions have previously been imposed upon the Property as recorded on January 4, 1984, at Document No. 84000928 in the Office of the Recorder of San Mateo County, State of California.

C. The Association intends by this document to amend those restrictions previously imposed upon the Property by the prior Declaration described. Said prior Declaration is hereby consolidated into this document, which retains and incorporates all the provisions of the prior Declaration that are not inconsistent with the provisions hereof.

NOW, THEREFORE, Association hereby declares that the Property shall continue to be held, conveyed, mortgaged, encumbered, leased, used, occupied, sold, and improved subject to the said prior Declaration and to these covenants, conditions and restrictions, all of which are imposed as equitable servitudes pursuant to a general plan for the purpose of improving and protecting the value and attractiveness of the Property, and every part thereof. All of these covenants, conditions and restrictions shall constitute covenants which shall run with the land and

shall be binding upon and inure to the benefit of the Association and all parties having or acquiring any right, title or interest in or to any part of the Property.

ARTICLE I DEFINITIONS

1.1 "Articles" shall mean the Articles of Incorporation of the Association as amended from time to time.

1.2 "Association" shall mean the EDGEWATER ISLE MASTER ASSOCIATION, a California non-profit mutual benefit corporation.

1.3 "Board" or "Board of Directors" shall mean the governing body of the Association.

1.4 "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

1.5 "Commercial Association" shall mean the Owners' Association for the common interest development located on the Property created by covenants, conditions and restrictions recorded on January 4, 1984, as Document No. 84000926 in the Office of the Recorder of San Mateo County, State of California.

1.6 "Common Facilities" shall mean and refer to the Common Facilities particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

1.7 "Declaration" shall mean this enabling Declaration, as amended or supplemented from time to time.

1.8 "Edgewater Isle North Homeowners Association" shall mean the Owners' Association for the common interest development located on the Property created by covenants, conditions and restrictions recorded on January 4, 1984, at Document No. 84000930 in the Office of the Recorder of San Mateo County, State of California. Declarations of Annexation applicable to the Property were recorded on July 24, 1984, at Document No. 84080899, August 3, 1984, at Document No. 84089367, August 13, 1984, at Document No. 84089365, August 13, 1984, at Document No. 84089363, November 27, 1984, at Document No. 84126494, October 26, 1984, at Document No. 84115936, November 16, 1984, at Document No. 84123651 and November 16, 1984, at Document No. 84123653, recorded in the Office of the Recorder of San Mateo County, California. A restated Declaration was recorded March 4, 2004, at Document No. 2004-039959 in the Office of the Recorder of San Mateo County.

1.9 "Edgewater Isle South Owners' Association" shall mean the Owners Association for the common interest development located on the Property created by the covenants,

conditions and restrictions recorded on November 19, 1985, at Document No. 85127921 in the Office of the Recorder of San Mateo County, State of California. A First Amendment was recorded in the Office of the Recorder of San Mateo County, State of California, on April 16, 1986, at Document No. 86039409. A first Declaration of Annexation was recorded in the Office of the Recorder of San Mateo County, State of California on March 18, 1986, at Document No. 86027953. A second Declaration of Annexation was recorded in the Office of the Recorder of San Mateo County, State of California on April 8, 1986, at Document No. 86039410.

1.10 "Eligible Mortgage Holder" shall mean a First Lender who has requested notice of certain matters from the Association in accordance with Article IX.

1.11 "Eligible Insurer or Guarantor" shall mean a governmental insurer or guarantor of a First Mortgage who has requested notice of certain matters from the Association in accordance with Article IX.

1.12 "First Lender" shall mean any Person, entity, bank, savings and loan association, insurance company, or financial institution holding a recorded First Mortgage on any Unit.

1.13 "First Mortgage" shall mean any recorded Mortgage encumbering a Unit with first priority over other Mortgages thereon, made in good faith and for value.

1.14 "Governing Documents" means and includes this restated Declaration as it may be amended from time to time, and the Articles, Bylaws and Rules.

1.15 "Manager" shall mean the Person or business entity retained by the Board, and charged with the maintenance of the Property and the operation of the Association.

1.16 "Map" shall mean the maps entitled "EDGEWATER ISLE SUBDIVISION MAP FOR UNIT PURPOSES BEING A RESUBDIVISION OF LOT 1 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED 'EDGEWATER PARK SUBDIVISION MAP'", recorded in Volume 108 of Maps, pages 66 and 67 and corrected by certificate of correction recorded in Document No. 83061568 on November 29, 1983, in Volume 111 of Maps at pages 2 and 3, in the Office of the Recorder of San Mateo County, California, and the certain map entitled, "EDGEWATER PARK SUBDIVISION MAP FOR UNIT PURPOSES BEING A RESUBDIVISION OF ALL OF THAT CERTAIN MAP ENTITLED, 'RESUBDIVISION OF PARCEL MAPS 36-79 AND 217 MARINERS ISLAND UNIT 5' (EXCEPT PARCELS E, F AND G THEREOF) RECORDED IN BOOK 104 OF MAPS, PAGES 42 THROUGH 48, SAN MATEO COUNTY RECORDS, CITY OF SAN MATEO, SAN MATEO COUNTY, CALIFORNIA," recorded in the office of the Recorder of San Mateo County, State of California on March 3, 1983, in Volume 109 of Maps at page 66.

1.17 "Member" shall mean a Person entitled to membership in the Association as provided herein.

1.18 "Mortgage" shall include a deed of trust as well as a Mortgage.

1.19 "Mortgagee" shall include a beneficiary or holder of a deed of trust as well as a Mortgage.

1.20 "Owner" or "Owners" shall mean the record holder or holders of title, if more than one, of a Unit in the Property. This shall include any Person having a fee simple title to any Unit but shall exclude Persons or entities having any interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, the purchaser, rather than the fee Owner, shall be considered the Owner from and after the date the Association receives written notice of the recorded contract.

1.21 "Person" means a natural person, a corporation, a partnership, a trustee or other legal entity.

1.22 "Property" shall mean all that certain real property shown on the Maps, and subject to this Declaration.

1.23 "Rules" shall mean the Rules adopted by the Board pursuant to Section 5.2.2 of this Declaration.

1.24 "Senior Apartment Center" shall mean that 92-unit apartment complex located on that portion of the Property shown as Lot 2 on the Map recorded March 3, 1983, at Volume 109 of Maps, page 66.

1.25 "Sub Association" shall mean the Senior Apartments, the Edgewater Isle North Homeowners Association and the Edgewater Isle South Owners' Association, collectively.

1.26 "Total Voting Power of the Association" shall mean the total of 416 votes allotted to the Members.

1.27 "Unit" shall mean each Condominium and each Apartment Unit on the Property.

ARTICLE II
DESCRIPTION OF PROPERTY, DIVISION OF PROPERTY,
AND CREATION OF PROPERTY RIGHTS

2.1 **Description of Property:** The Association is a Master Association for certain shared Common Facilities as described on Exhibit "A".

2.2 **Division of Property:** The Property is divided as follows:

A. **Edgewater Isle North Homeowners Association** is a 224-unit Condominium development located on Parcels 1 through 9 as shown on that certain map entitled "EDGEWATER ISLE SUBDIVISION MAP FOR UNIT PURPOSES BEING A RESUBDIVISION OF LOT 1 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED 'EDGEWATER PARK SUBDIVISION MAP'", recorded in Volume 108 of Maps, pages 66 and 67 and corrected by certificate of correction recorded in Document No. 83061568 on November 29, 1983, in Volume 111 of Maps at pages 2 and 3, in the Office of the Recorder of San Mateo County, California.

B. **Edgewater Isle South Owners Association** is a 100-unit Condominium development located on a portion of Lot 2 as shown on the Map entitled, "EDGEWATER PARK SUBDIVISION MAP FOR UNIT PURPOSES BEING A RESUBDIVISION OF ALL OF THAT CERTAIN MAP ENTITLED, "RESUBDIVISION OF PARCEL MAPS 36-79 AND 217 MARINERS ISLAND UNIT 5" (EXCEPT PARCELS E, F AND G THEREOF) RECORDED IN BOOK 104 OF MAPS, PAGES 42 THROUGH 48, SAN MATEO COUNTY RECORDS, CITY OF SAN MATEO, SAN MATEO COUNTY, CALIFORNIA," recorded in the office of the Recorder of San Mateo County, State of California on March 3, 1983, in Volume 109 of Maps at page 66.

C. **The Senior Apartment Center** is a 92-unit apartment complex located on a portion of Lot 2 as shown on the map entitled, "EDGEWATER PARK SUBDIVISION MAP FOR UNIT PURPOSES BEING A RESUBDIVISION OF ALL OF THAT CERTAIN MAP ENTITLED, "RESUBDIVISION OF PARCEL MAPS 36-79 AND 217 MARINERS ISLAND UNIT 5" (EXCEPT PARCELS E, F AND G THEREOF) RECORDED IN BOOK 104 OF MAPS, PAGES 42 THROUGH 48, SAN MATEO COUNTY RECORDS, CITY OF SAN MATEO, SAN MATEO COUNTY, CALIFORNIA," recorded in the office of the Recorder of San Mateo County, State of California on March 3, 1983, in Volume 109 of Maps at page 66.

2.3 **Owners' Easements of Enjoyment:** Every Owner shall have a right and easement of ingress, egress and enjoyment in and to the Common Facilities which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) The right of the Association to exclude or limit the number of guests of Owners;
- (b) The right of the Association to establish uniform Rules pertaining to the use of the Common Facilities;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without the vote or written consent of a majority of the Total Voting Power of the Association.

2.4 **Rights of Entry and Use:** The Common Facilities shall be subject to the following rights of entry and use:

(a) The right of the Association's agents or employees to enter any Common Facility to inspect for or cure any violation of the Governing Documents, provided that any affected Owner has received notice and a hearing as required by the Bylaws (except in the case of an emergency).

(b) The access rights of the Association to maintain, repair or replace improvements or property located in the Common Facilities as described in Section 5.2.4.

2.5 **Partition Prohibited:** The Common Facilities shall remain undivided. Except as provided by California Civil Code §1359 or Article VIII, no Owner shall bring any action for partition, 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 Common Facilities.

2.6 **Association Easement:** There is hereby reserved to the Association an easement appurtenant to the Common Facilities, as dominant tenement, over the Property, as servient tenement, for the maintenance and repair of the Common Facilities.

ARTICLE III MANAGEMENT, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1 **Association to Manage Common Facilities:** The management of the Common Facilities shall be vested in the Association in accordance with the Governing Documents. The affairs of the Association shall be administered in accordance with the provisions of the Governing Documents.

3.2 **Limitation of Liability of Board:** Neither the directors nor the Association shall be liable for any failure of water supply or other service to be obtained and paid for by the Association hereunder, or for injury or damage to person or property caused by the elements, or by another Owner or Person in the Property, or resulting from water or dirt which may leak or flow from any parts of the Common Facilities, or from any of its pipes, drains, conduits, appliances or equipment, unless the Association is insured for the loss. No diminution or abatement of assessments shall be claimed or allowed for inconvenience or discomfort arising from the making or repairs or improvements to the Common Facilities or from any action taken in comply with any law, ordinance or orders of a governmental authority.

3.3 **Membership:** Each and every Owner of a Unit shall automatically, upon becoming the Owner of same, be a Member of the Association, and shall remain a Member thereof until such time as the ownership ceases for any reason, at which time the membership in the Association shall automatically cease. Membership shall be held in accordance with the Governing Documents.

3.4 **Transferred Membership:** Membership in the Association shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale or other transfer of title of the Unit to which it is appurtenant, and then only to the purchaser or transferee. On any transfer of title to a Unit, membership passes automatically with title to the transferee. A Mortgagee does not have membership rights until it obtains title to the Unit by foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. No Member may resign his or her membership. On notice of a transfer, the Association shall record the transfer on its books.

3.5 **Voting:** At any meeting of the Members, the Owners shall be entitled to cast one vote for each Unit owned by him or her. When more than one (1) Person owns any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

ARTICLE IV ASSESSMENTS

4.1 **Creation of the Lien and Personal Obligation For Assessments:** Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees: (1) to pay to the Association annual, special and reimbursement assessments, such assessments to be established and collected as hereinafter provided; and (2) to allow the Association to enforce any assessment lien established hereunder by nonjudicial proceedings under a power of sale or by any other means authorized by law. The annual, special and reimbursement assessments, together with interest, late charges, collection costs, and attorneys' fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made, the lien to become effective upon recordation of a notice of assessment lien. Each such assessment, together with interest, late charges, collection costs, and reasonable attorneys' fees, shall also be the personal obligation of the Persons, joint and several, who were the Owners of such Unit at the time when the assessment fell due. No Owner shall be exempt from liability for payment of assessments by waiver of the use or enjoyment of any of the Common Facilities or by the abandonment of the Owner's Unit. The interest of any Owner in the amounts paid pursuant to any assessment upon the transfer of Ownership shall pass to the new Owner. Upon the termination of these covenants for any reason, any amounts remaining from the collection of such assessments after paying all amounts properly charged against such assessments shall be distributed to the then Owners on the same pro rata basis on which the assessments were collected.

4.2 **Purpose of Assessments:** The assessments levied by the Association shall be used exclusively to promote the economic interests, recreation, health, safety, and welfare of all the residents in the Association, and to enable the Association to perform its obligations hereunder.

4.3 **Assessments.**

4.3.1 **Annual Assessment:** The Board shall establish and levy annual assessments in an amount that the Board estimates will be sufficient to raise the funds needed to perform the

duties of the Association during each fiscal year. The annual assessment shall also include a portion for reserves as the Board considers appropriate to adequately meet the costs of the future repair, replacement or additions to the major improvements and fixtures that the Association is obligated to maintain and repair.

4.3.2 **Special Assessments:** The Board at any time may levy a special assessment in order to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or such other purposes as the Board in its discretion considers appropriate.

4.3.3 **Reimbursement Assessments:** The Board may levy a reimbursement assessment against any Owner and his or her Unit who has caused damage to the Common Facilities, or whose failure to comply with the Governing Documents has necessitated an expenditure of monies by the Association to bring such Owner or Unit into compliance with said documents or in otherwise performing its functions, including but not limited to attorney's fees. Such assessment shall be for the purpose of reimbursing the Association, shall be limited to the amount so expended, shall be levied only after notice and a hearing as provided in the Bylaws.

4.4 **Restrictions on Annual or Special Assessments:** The Board may not impose an annual assessment which is more than 20% greater than the annual assessment for the immediate preceding fiscal year, or levy special assessments to defray the cost of any action or undertaking on behalf of the Association which in the aggregate exceeds 5% of the budgeted gross expenses of the Association for that fiscal year, without the vote or written consent of Members casting a majority of the votes at a meeting of the Association at which a quorum is present. For purposes of this section, a "quorum" means more than fifty percent (50%) of the Members of the Association.

However, the Board, without membership approval, may increase annual assessments or levy special assessments necessary for an emergency situation. For purposes of this section, an emergency situation is one of the following:

- (a) an extraordinary expense required by an order of a court,
- (b) an extraordinary expense necessary to repair or maintain the Common Facilities or any part of it for which the Association is responsible where a threat to personal safety or the Property is discovered, or
- (c) an extraordinary expense necessary to repair or maintain the Common Facilities 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 proforma operating budget, provided, however, that prior to the imposition or collection of the assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process and the resolution shall be distributed to the Members with the notice of the assessment.

The Association shall provide notice by first-class mail to the Owners of any increase in the regular or special assessments, not less than thirty (30) nor more than sixty (60) days prior to the increased assessment or special assessment becoming due.

This section incorporates the statutory requirements of Civil Code Section 1366. If this section of the Civil Code is amended in any manner, this section automatically shall be amended in the same manner without the necessity of amending this Declaration.

4.5 **Division of Assessments:**

4.5.1 Annual and special assessments shall be charged to and divided between the Units equally. The Edgewater Isle North Homeowners Association, or the Edgewater Isle South Owners' Association may pay the assessments due on behalf of their Unit Owners. The owner of the Senior Apartment Center shall pay the assessments for all ninety-two (92)-apartment Units.

4.5.2 Reimbursement assessments may be levied against any individual Unit.

4.6 **Due Date of Assessments:** The Board shall fix the amount of the annual assessment against each Unit and send written notice thereof to every Owner at least thirty (30) days in advance of each annual assessment period, provided that failure to comply with the foregoing shall not affect the validity of any assessment levied by the Association. Each Owner shall be obligated to pay assessments in equal monthly installments on or before the first day of each month, or in such other reasonable manner as the Board shall designate. Special assessments may be collected in one (1) payment, or periodically as the Board shall direct.

4.7 **Effect of Nonpayment of Assessments:** Any assessment not paid within fifteen (15) days after the due date shall be delinquent, shall incur a late payment penalty in the amount of \$10.00 or ten percent (10%) of the delinquent assessment, whichever is greater, and shall bear interest at the maximum rate allowed by law commencing thirty (30) days after the due date until paid.

4.8 **Transfer of Unit by Sale or Foreclosure:** Sale or transfer of any Unit shall not affect the assessment lien. However, the sale of any Unit pursuant to the foreclosure of a First Mortgage shall extinguish the lien of such assessments (including attorney's fees, late charges, or interest levied in connection therewith) as to payments that became due prior to such foreclosure sale, except for assessment liens recorded prior to the Mortgage. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Where the Mortgagee of a First Mortgage of record or other purchaser of a Unit obtains title to the same as a result of foreclosure of any such First Mortgage, such acquirer of title, his or her successor and assigns, shall not be liable for the assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer, except for assessment liens recorded prior to the Mortgage. No amendment to the preceding sentence may be made without the consent of at least sixty-seven percent (67%) of the

Total Voting Power of the Association, and the consent of fifty-one percent (51%) of the Eligible Mortgage Holders. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Owners including such acquirer, his or her successors or assigns.

In any transfer of a Unit, the grantor shall remain personally liable to the Association for all unpaid assessments against the Unit up to and including the date of the transfer. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid. Such a certificate shall be conclusive evidence of such payment. The grantee shall be personally liable for assessments imposed after the transfer. In any event, the Unit shall be subject to a lien for all such assessments.

4.9 Enforcement; Remedies: If an assessment is delinquent, the Association may record a notice of assessment lien and establish a lien against the Unit of the delinquent Owner 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. The notice of assessment lien shall state the amount of the assessment, collection costs, attorney's fees, late charges, and interest, a description of the Unit against which the assessments and other sums are levied, the name of the record Owner, and the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice shall be signed by any officer of the Association or any agent retained by the Association for that purpose.

An assessment lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the assessment lien, or sale by a trustee substituted pursuant to California Civil Code Section 2934(a). Any sale shall be conducted in accordance with the provisions of Sections 1367.4, 2924, 2924b, 2924c, 2924f, 2924g, and 2924h of the California Civil Code, or any successor statutes thereto, applicable to the exercise of powers of sale in Mortgages and deeds of trust, or in any other manner permitted by law. The Association shall be entitled to recover all attorneys' fees and costs incurred from the defaulting Owner.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. During the period a Unit is owned by the Association, following foreclosure: (1) no right to vote shall be exercised on behalf of the Unit; (2) no assessment shall be assessed or levied on the Unit; and (3) each other Unit shall be charged, in addition to its usual assessment, its share of the assessment that would have been charged to such Unit had it not been acquired by the Association as a result of foreclosure. The Board may execute, acknowledge, and record a deed conveying title to the Unit which deed shall be binding on the Owners, their successors, and all other parties.

Nothing herein shall preclude the Association from bringing an action directly against an Owner for breach of the personal obligation to pay assessments. Suit to recover a money judgment for unpaid assessments, late charges, interest and attorneys' fees shall be maintainable

without foreclosing or waiving the lien securing the same. The Board may suspend the voting rights of a Member who is in default in payment of any assessment, without notice and hearing.

ARTICLE V
DUTIES AND POWERS OF THE ASSOCIATION

5.1 **Duties:** In addition to the duties enumerated in its Governing Documents, and without limiting the generality thereof, the Association shall perform the following duties:

5.1.1 **Maintenance:** The Association shall maintain, repair, replace, restore, operate and manage all of the Master Association Common Facilities as set forth on Exhibit "A". The Owner or the Sub Association shall be responsible to maintain, repair and replace all improvements on the Property not specifically delegated to the Master Association in Exhibit "A". However, the cost of repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of a Sub Association, an Owner, or his or her guests, tenants, or invitees, the cost of which is not covered by insurance. The cost of repair or replacement resulting from such excluded items shall be the responsibility of such Owner or the Sub Association, after notice and a hearing as provided in the Bylaws.

The Association shall at all times insure that every fire hydrant situated on the Property shall be accessible to fire department apparatus by way of emergency vehicle roadways. The emergency vehicle roadways shall be extended to within 150 feet of all portions of the exterior walls of the first story of any building on the Property. Upon request, the Association shall dedicate to the City of San Mateo an easement for such emergency access. Such emergency vehicle access roadways shall be an all-weather driving surface capable of supporting a vehicle-laden weight of 37,000 lbs., be not less than 20 feet in unobstructed width, have an outside turning radius of not less than 40 feet, and an inside turning radius of not more than 18 feet, and a minimum of 13 feet, 6 inches of vertical clearance. The Association shall at all times maintain the emergency vehicle roadways free of obstructions for a width of 20 feet along its entire length and the Association shall prohibit parking or obstructing of said emergency vehicle roadways. Any barricades, fences, or gates to be installed across an emergency vehicle access roadway shall require the prior approval of the San Mateo Fire Department.

5.1.2 **Insurance:** The Association shall maintain liability insurance with coverage of at least \$3,000,000, directors and officers insurance with coverage of at least \$1,000,000 and such other insurance as the Board, in its sole discretion, considers necessary or advisable. Each Owner appoints the Association or any insurance trustee designated by the Board to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including, without limitation, representing the Owners in any proceeding, negotiation, settlement or agreement. The Master Association does not carry any fire or casualty insurance for any improvements on the Property, including the Common Facilities. The Owners and the Sub Associations are responsible to maintain fire and casualty insurance on all the improvements on the Property, including the Common Facilities.

5.1.3 **Discharge of Liens:** The Association shall discharge by payment, if necessary, any lien against the Common Facilities, and charge the cost thereof to the Member responsible for the existence of the lien after notice and a hearing, as provided in the Bylaws.

5.1.4 **Assessments:** The Association shall fix, levy, collect, and enforce assessments as set forth in Article IV hereof.

5.1.5 **Payment of Expenses:** The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the Common Facilities or the Association.

5.1.6 **Utility Service:** The Association shall pay for all public utilities, except for utilities metered to separate Units or Sub Associations.

5.1.7 **Recreational Vehicle Storage:** The Association shall lease the recreational storage area from the City of San Mateo located at Windward Way and Vista Del Mar, and maintain said facility with a security fence and lighting as a recreational vehicle storage facility for the use of the Owners or their tenants residing in the Property and as a maintenance area and recycling center. The Board shall adopt Rules with regard to the operation and maintenance of said facility. The Rules shall be comparable to rules and regulations then in existence for other recreational vehicle storage facilities situated in the City of San Mateo. The Board shall establish reasonable charges for the use of said facilities and reasonable and fair Rules and waiting lists with regard to the sharing of said facilities by all Owners in the Property.

5.1.8 **Transportation:** The Board shall establish and must maintain shuttle bus services to provide employment, recreation, domestic and similar forms of transportation for the residents of the Property at reasonable rates to be set by the Board. The Board may delegate the authority to contract for or operate the shuttle bus services to the owners of the Senior Apartment Center, who shall pay for the same. Commencing August 1, 2004, the Association shall reimburse the owners of the Senior Apartment Center the sum of \$2,300 per year for the shuttle bus services. Thereafter, on August 1 of each year, the amount of annual reimbursement shall be adjusted by the percentage increase of the cost incurred by the owner of the Senior Apartment Center for providing the service, except that any annual increase in excess of twenty percent (20%) shall require the written consent of the Board. The operation of shuttle buses providing transportation on a regularly scheduled basis for the residents of the Property may not be terminated without the prior written approval of the City Council of the City of San Mateo.

5.1.9 **Levee:**

A. The Board shall adopt Rules for the use and maintenance of the levee on the Property, and shall coordinate the enforcement of the same with the City of San Mateo. The City of San Mateo has been granted a public access easement to and along the banks of the waterways lying within the Property in accordance with Chapter 4, Article 3.5 of the Subdivision Map Act. The

rights created by said dedication of said public access easement shall at all times supersede the rights of the Board to adopt Rules for the use and maintenance of the levee on the Property.

B. The Association shall permanently maintain landscaping within the public access easement and along the marine lagoon compatible with the shoreline park specific plan and the park and recreation element to the approval of the Department of Parks and Recreation of the City of San Mateo.

5.1.10 **Fire Protection:** The Association shall be responsible for assuring that private fire hydrants, valves, markers and mains shall be maintained in an operable condition at all times. Annual tests of said system shall be conducted by qualified persons approved by the Fire Chief of the City of San Mateo. A written record of said tests shall be maintained and made available to the Fire Chief. The Association shall reimburse the City of San Mateo for all costs the City may incur in the maintenance of the fire hydrant system within the Property.

5.2 **Powers:** In addition to the powers enumerated in its Articles and Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the following powers:

5.2.1 **Manager:** The Association shall have the authority to employ a Manager or other Persons and to contract with independent contractors to perform any assigned duties as directed by the Board, except for the responsibility to levy fines, impose discipline, hold hearings, record and foreclose liens, or make capital expenditures. Any contract with a firm or person appointed as a Manager shall not exceed a one (1) year term, and shall provide for the right of the Association to terminate the same for cause on thirty (30) days' written notice, and without cause and without payment of a termination fee or penalty on ninety (90) days' written notice.

5.2.2 **Adoption of Rules and Fees:** The Association may adopt reasonable Rules not inconsistent with this Declaration relating to the use of the Common Facilities and all facilities thereon, and the conduct of Owners and their tenants and guests with respect to the Common Facilities and other Owners, their tenants and guests. The adoption of Rules shall comply with Civil Code Section 1357.100 et seq. Written copies of the Rules and any schedule of fines shall be furnished to the Owners. The Association may establish move-in fees, title transfer fees, and such other fees as may reasonably be necessary for the operation of the Association.

5.2.3 **Access:** For the purpose of performing inspection, construction, maintenance, or repair for the benefit of the Master Association Common Facilities or the Owners in common, or correcting violations of the Governing Documents, the Association's Board of Directors, agents or employees shall have the right, after reasonable notice (not less than forty-eight (48) hours except in emergencies) to the Owner thereof, to enter any Unit, Sub Association Common Area, or any portion of the Common Facilities at reasonable hours. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired at the expense of the Association unless the need for entry was caused by the Owner.

5.2.4 **Enforcement:** The Board shall have the power to enforce the provisions of the Governing Documents of this Master Association, in any manner provided by law or in equity, including but not limited to self help. The Association may impose fines or take disciplinary action against any Owner for failure to pay assessments or for violation of any provision of the Governing Documents. Penalties may include, but are not limited to, fines, recording a notice of noncompliance against a Unit, suspension of voting rights, or other appropriate discipline, provided the Member is given notice and a hearing as provided in the Bylaws except for the failure to pay assessments.

5.2.5 **Acquisition and Disposition of Property:** The Association shall have the power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of personal property in connection with the affairs of the Association. The Association may sell a Unit acquired through foreclosure of assessment lien.

5.2.6 **Loans:** The Association shall have the power to borrow money, but, only with the vote or written consent of a majority of the Total Voting Power of the Association, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

5.2.7 **Contracts:** The Association shall have the power to contract for goods and/or services for the Common Facilities, and the Association, subject to limitations of the Bylaws, or elsewhere set forth in the Declaration.

5.2.8 **Appointment of Trustee:** The Association has the power to appoint or designate a trustee to enforce assessment liens by sale as provided in this Declaration and Civil Code Section 1367(b).

5.2.9 **Other Powers:** In addition to the powers contained herein, the Association may exercise the powers granted to a nonprofit mutual benefit corporation under California Corporations Code Section 7140.

ARTICLE VI UTILITIES

6.1 **Association's Duties:** The Association shall maintain all streets, levees, sewers, water, electric, gas and other utility installations located in the Common Facilities as set forth on Exhibit "A", except for those installations maintained by utility companies, public, private or municipal. The Association shall pay all charges for the utilities supplied to the Property except those metered or charged separately to the Units or Sub Associations.

6.2 **Easements for Utilities and Maintenance:** Easements over and under the Property for the installation, repair, and maintenance of electric, telephone, water, gas and sanitary sewer lines and facilities, cable or master television antenna lines, storm drainage facilities, levees, walkways and landscaping as shown on the recorded Map of the Property and as may be hereafter required or need to serve the Property, are hereby reserved by the Association, together with the right to grant and transfer the same.

ARTICLE VII USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Common Facilities is subject to the following:

7.1 **Nuisance:** No unlawful, noxious or offensive activity shall be carried on in any Unit, the Common Facilities, or any other portion of the Property, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners, including without limitation, any offensive playing of any musical instrument, radio, television or other amplified sound. There shall be no harassment of any Owner, tenant, manager, contractor or vendor by any Owner, tenant or guest. No Owner shall store any dangerous, explosive or inflammable liquids in his or her Unit or in the Common Facilities. Nothing shall be done or kept in any Unit, in the Common Facilities, or any other portion of the Property which will increase the rate of insurance, or that will result in the cancellation of insurance on any Unit, the Common Facilities, or any other portion of the Property, or which will be in violation of any law. No waste shall be committed in the Common Facilities.

7.2 **Vehicles and Parking:**

(a) **Vehicle Restrictions:** There shall be no parking of any vehicles upon the private streets in the Common Facilities, except as set forth in this section. Signs that comply with applicable codes of the City of San Mateo giving notice of the restriction, together with appropriate street markings, shall be posted and maintained in place. No trailer, camper, mobile home, motor home, house car, commercial vehicle, truck (other than standard size pickup truck or standard size van), boat, inoperable automobile, or similar equipment shall be permitted to remain upon any area within the Property, other than temporarily, unless placed or maintained within an enclosed garage or carport or in the recreational vehicle storage area. Commercial vehicles shall not include sedans or standard size vans and pickup trucks that are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No unlicensed, noisy or smoky vehicles shall be operated or stored on the Common Facilities. The Board shall have the authority to rent, assign and otherwise control the use of all unassigned parking spaces in the Common Facilities. Any vehicle parked in the Common Facilities may be towed by the Association. Parking Spaces shall be used to park permitted vehicles, and not for storage. Twenty-four (24) hours after notice has been personally delivered to the Owner or placed on the windshield of a vehicle or seventy-two (72)

hours after notice has been mailed to the address of the registered owner of a vehicle parked, stored, or maintained on the Property in violation of the provisions of this Declaration, or without notice if said is parked in an emergency access easement, the Owner of any vehicle parked shall be deemed to have consented to the removal of said vehicle from the Property, and the Association or its agents or employees or the City of San Mateo or any Owner, in accordance with the applicable provisions of the San Mateo Municipal Code and the California Vehicle Code, shall have the authority to tow away and store any such vehicle, whether said vehicle shall belong to a Unit Owner, or his tenant, a member of his family, or his guest or invitee, or any other Person. The Owner of said vehicle shall be responsible for all charges and expenses incurred in said towing as then provided for in the Municipal Code of the City of San Mateo. The Association shall post appropriate signs setting forth the required notice under the then-applicable City of San Mateo Municipal Code with regard to towing of unauthorized vehicles. Charges for such towing and storage shall be paid either by the owner of such vehicle or by the Unit Owner responsible for the presence of such vehicle. In addition, the City of San Mateo may issue a citation for the prohibited parking. Notwithstanding the foregoing, the Association may cause the removal, without notice, of any vehicle parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, in a parking space designated for handicapped without proper authority or in a manner which interferes with any entrance to, or exit from, the Property or any Unit, parking space or garage located thereon.

7.3 **Liability of Owners for Damage to Common Facilities:** Each Owner shall be liable to the Association for all damage to the Common Facilities or improvements thereon caused by such Owner or occupant of his or her Unit or guests or pets, except for that portion of said damage, if any, fully covered by insurance. Liability of an Owner shall be established only after notice to the Owner and a hearing before the Board.

7.4 **Signs:** No sign of any kind shall display to the public view on the Common Facilities without the prior written consent of the Board.

7.5 **Architectural Controls:** No person other than the Board or its duly authorized agent shall construct, reconstruct, refinish, or alter any improvement or landscaping upon the Common Facilities. No Owner may make any modification to the Common Facilities. No Owner or Sub Association can tie into any storm drain maintained by the Edgewater Isle Master Association without the prior written consent of the Board.

7.6 **Building Identification:** All street addresses shall be clearly visible from the street. Numerals shall be a minimum of four (4) inches in height. All Units not facing on a street shall be identified in a manner acceptable to the Police Chief and Fire Chief of the City of San Mateo.

7.7 **Owners' and Sub Associations Maintenance Responsibilities:** Except for the Common Facilities that the Association is required to maintain, repair and replace as set forth on Exhibit "A", each Owner shall maintain his or her own Unit, and each Sub Association shall maintain, repair and replace their own Common Area.

ARTICLE VIII
DAMAGE OR DESTRUCTION: CONDEMNATION

8.1 **Damage to Common Facilities:** If the Common Facilities are damaged by fire or other casualty, the improvement shall be repaired or reconstructed by the Association substantially in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction and subject to such alterations or upgrades as maybe approved by the Board. Casualty insurance for the Common Facilities is maintained by the Sub Associations. If covered damage occurs to any Common Facility, the Sub Associations shall make claims and the proceeds thereof shall be paid to the Association in order to make the repairs.

8.2 **Procedures for Repair.**

8.2.1 If the improvement is to be repaired or reconstructed and the cost for repair or reconstruction is in excess of fifty percent (50%) of the current replacement cost of all the Common Facility improvements, the Board shall designate a construction consultant, a general contractor, or an architect for the repair or reconstruction. All insurance proceeds, Association monies allocated for the repair or reconstruction, and any borrowings by the Association for the repair or reconstruction shall be deposited with a commercial lending institution experienced in the disbursement of construction loan funds (the "depository") as selected by the Board. Funds shall be disbursed in accordance with the normal construction loan practices of the depository that require at a minimum that the construction consultant, general contractor, or architect certify within ten (10) days prior to any disbursement substantially the following:

- (a) That all of the work completed as of the date of such request for disbursement has been done in compliance with the approved plans and specifications;
- (b) That such disbursement request represents monies which are justly due to contractors, or other Persons (whose names and addresses shall be stated) who have rendered services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the respective amounts paid or due to each of said Persons in respect thereof and stating the progress of the work up to the date of said certificate;
- (c) That the sum then requested to be disbursed plus all sums previously disbursed does not exceed the costs of the work insofar as actually accomplished up to the date of such certificate;
- (d) That no part of the cost of the services and materials has been or is being made the basis for the disbursement of any funds in any previous or then pending application; and

(e) That the amount held by the depository, after payment of the amount requested in the pending disbursement request, will be sufficient to pay in full the costs necessary to complete the repair or reconstruction.

8.2.2 If the cost of repair or reconstruction is fifty percent (50%) or less of the current replacement cost of all the Common Facility improvements, the Board shall disburse the available funds for the repair and reconstruction under such procedures as the Board deems appropriate under the circumstances.

8.2.3 The repair or reconstruction shall commence no later than six (6) months after the date of such damage or destruction and shall be completed no later than one year after commencement of construction subject to delays that are beyond the control of the party responsible for making the repairs. The Owner of the damaged or destroyed improvement immediately shall take such steps as may be reasonably necessary to secure any hazardous condition and to screen any unsightly views resulting from the damage or destruction.

ARTICLE IX RIGHTS OF FIRST LENDERS

9.1 **Rights of First Lenders:** All Owners who Mortgage their Unit shall upon request inform the Association in writing of the document recording date and number and the name and address of the beneficiary of each Mortgage encumbering their Unit. No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall render invalid the lien of any First Mortgage, but all of said covenants, conditions and restrictions shall be binding on and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise. Notwithstanding any provision in the Governing Documents to the contrary, First Lenders shall have the following rights:

9.2 **Copies of Property Documents:** The Association shall make available to First Lenders, and to holders, insurers or guarantors of any First Mortgage, current copies of the Governing Documents, and the books, records, and financial statements of the Association. "Available" means available for inspection and copying, upon request, during normal business hours or under other reasonable circumstances. The Board may impose a fee for providing the foregoing which may not exceed the reasonable cost to prepare and reproduce the requested documents.

9.3 **Audited Statement:** Any holder, insurer or guarantor of a First Mortgage shall be entitled, on written request, to have an audited financial statement for the immediately preceding fiscal year, at its expense if one is not otherwise available. Such statement shall be furnished within one hundred twenty (120) days of the Association's fiscal year-end.

9.4 **Notice of Action:** Upon written request to the Association, identifying the name and address of the Eligible Mortgage Holder, Insurer or Guarantor, and the Unit number or

address, such Eligible Mortgage Holder, Insurer or Guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Facilities or any Unit on which there is an First Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder, Insurer or Guarantor;

(b) Any default in performance of obligations under the Governing Documents or delinquency in the payment of assessments or charges owed by an Owner subject to a First Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder, Insurer or Guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Section 9.5.

The Association shall discharge its obligation to notify Eligible Mortgage Holders, Insurers or Guarantors by sending written notices required herein to such parties, at the address given on the current request for notice, in the manner prescribed by Section 10.5.

9.5 **Consent to Action:** Except as provided by statute or by other provision of the Governing Documents in case of substantial destruction or condemnation of the Common Facilities

(a) The consent of sixty-seven percent (67%) of the Total Voting Power of the Association and the approval of fifty-one percent (51%) of the Eligible Mortgage Holders shall be required to terminate the legal status of the Property as a common interest development; provided, however, that if termination is for reasons other than substantial destruction or condemnation, the agreement of sixty-seven percent (67%) of the Eligible Mortgage Holders is required.

(b) The consent of sixty-seven percent (67%) of the Total Voting Power of the Association and the approval of fifty-one percent (51%) of Eligible Mortgage Holders shall be required to add or amend any material provisions of the Declaration which establish, provide for, govern, or regulate any of the following: (i) voting rights; (ii) increases on assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens; (iii) reductions in reserves for maintenance, repair and replacement of the Common Facilities; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Facilities, or rights to their use; (vi) redefinition of the boundaries of any Unit; (vii) convertibility of Units into Common Facilities or vice versa; (viii) expansion or contraction of the Property or the addition, annexation, or withdrawal of the property to or from the Property; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units; (xi) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit; (xii) restoration or repair of the Common Facilities (after damage or partial condemnation) in a manner

other than that specified in the Declaration; or (xiii) any provisions that expressly benefit Mortgage Holders, Insurers or Guarantors.

(c) An Eligible Mortgage Holder, Insurer or Guarantor who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after the notice of the proposed addition or amendment, shall be deemed to have approved such request, provided the notice has been delivered to the Eligible Mortgage Holder, Insurer or Guarantor by certified or registered mail, return receipt requested.

(d) Except as provided by statute, or in case of condemnation or substantial loss to the Units or Common Facilities, unless the holders of at least two-thirds (2/3) of the First Mortgagees (based on one (1) vote for each First Mortgage owned), or two-thirds (2/3) of the Total Voting Power of the Association have given their prior written approval, the Association and/or the Owners shall not be entitled to:

(1) By act or omission, seek to abandon or terminate the Property as a common interest development;

(2) Change the pro rata interest or obligations of any individual Unit for the purposes of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Facilities; provided that no Owner's undivided interest in the Common Facilities may be changed without the consent of that Owner.

(3) Partition or subdivide any Unit;

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

(5) Use hazard insurance proceeds for losses to any improvements on the Common Facilities) for other than the repair, replacement or reconstruction of such improvements, except as provided in Article VIII.

9.6 **Right to First Refusal:** The right of an Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction.

9.7 **Distribution of Insurance or Condemnation Proceeds:** No provision of the Declaration gives an Owner, or any other party, priority over any rights of First Mortgagees in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of the Common Facilities.

ARTICLE X
GENERAL PROVISIONS

10.1 **Non Discrimination:** No Owner shall, either directly or indirectly forbid or restrict the conveyance, encumbrance, leasing, mortgaging, or occupancy of their Unit to any person of a specified race, sex, adulthood, marital status, color, religion, ancestry, physical handicap, source of income, sexual orientation, or national origin.

10.2 **Interpretation:** The provisions of these restrictions shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property as a common interest development. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof.

10.3 **Gender, Number and Captions:** As used herein, the singular shall include the plural and masculine pronouns shall include feminine pronouns, where appropriate. The titles and captions of each paragraph hereof are not a part hereof and shall not affect the construction or interpretation of any part hereof.

10.4 **Term:** The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the then Owners of two-thirds of the Units, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same.

10.5 **Notice:** Any notice permitted or required by the Governing Documents may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, first class or registered, postage prepaid, addressed to the person to be notified at the current address given by such person to the manager or Board, or addressed to the Unit of such person if no address has been given to the Board or manager.

10.6 **Amendment:** This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of a majority of the Total Voting Power of the Association. In addition, the Board may amend the Declaration to comply with the requirements of future changes in the California Civil Code. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be certified in a writing executed and acknowledged by the president of Association and recorded in the Recorder's Office

of the County of San Mateo. No amendment shall adversely affect the rights of the holder of any Mortgage of record prior to the recordation of such amendment.

10.7 **Enforcement:** Each Owner, tenant or occupant of a Unit shall comply with the provisions of the Governing Documents and resolutions of the Board, all as lawfully amended from time to time, and failure to comply with such shall be grounds for an action to recover sums due, for damages, or for injunctive relief. Each Owner shall be responsible to the Association for compliance with the foregoing by his guests and lessees. The Association, or any Owner, shall have the right (but not the obligation) to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Governing Documents, and in such action shall be entitled to recover attorneys' fees and costs as ordered by the court. Only the Association can use self-help, or enforce the payment of assessments.

10.7.1 **Nonwaiver:** Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.7.2 **Violation and Nuisance:** Every action or omission whereby a covenant, condition or restriction of the Governing Documents is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association, or any Owner.

10.7.3 **Violation of Law:** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of these restrictions and subject to any or all of the enforcement procedures herein set forth.

10.7.4 **Remedies Cumulative:** Each remedy provided by these Restrictions are cumulative and not exclusive.

10.7.5 **Joint and Several Liability:** In the case of joint ownership of a Unit, in any form, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners as set forth in or imposed by this Declaration shall be joint and several.

IN WITNESS WHEREOF, this Restated Declaration is executed by the President of the Association.

I hereby certify and declare under penalty of perjury, that the foregoing Restated Declaration has been approved by the percentage of Owners required by the Declaration. Executed at San Mateo, California, on the 29, day of April, 2006. 88

EDGEWATER ISLE MASTER ASSOCIATION

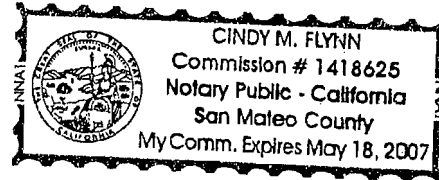
By: Barbara A. Finnegan
President

STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN MATEO)

On April 9, 2006, before me, Cindy M. Flynn a Notary Public, personally appeared Barbara A. Finnegan, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cindy M. Flynn
Signature



EDGEWATER ISLE MASTER ASSOCIATION

EXHIBIT "A"

COMMON FACILITIES

The following Common Facilities shall be managed, contributed to, operated by and/or maintained by the Association, as per the conditions of approval imposed on the Property by the City of San Mateo:

I. ROAD SYSTEMS:

1. All private streets, driveways or alleyways, except those subject to the Master Commercial Association or the Senior Apartment Center, as shown on the map attached hereto, marked M-1, including asphalt, curbs, center swale dividers and adjacent parking spaces, but not including sidewalks;

2. The public or private paths, including bike paths only - not the entire easement, as shown on the map attached hereto, marked M-1 & M-2;

3. Maintenance will include work to keep the streets and paths in proper condition: sealing, repairing and other related work, including general resurfacing at the appropriate time; local subsidence, tree root damage, repairs by Sub-Associations requiring street maintenance, etc., are the responsibility of the Sub-Association causing the subsidence, owning the tree or doing the repair and any related cost to Master Association will be charged to the specific Sub-Association.

4. The striping for parking will conform to the Parking Map attached hereto, marked M-3. The curbing striping will conform to the requirements of the City of San Mateo.

5. Maintenance and replacement as needed of Bollard poles (as-built) as identified on the parking Map, M-3.

II. LANDSCAPING:

1. Trees, shrubs and ground cover including planting, trimming removal and replacement, as shown on the Landscape Maps attached hereto, collectively marked M-4. Landscape maintenance includes flowers adjacent to the monument sign at Windward Way and flowers in the center strip at the Miramar-Vista Del Mar junction. Landscape maintenance does not include any sidewalks, fences or walls;

2. Landscape maintenance and replacement includes the surface irrigation system from the exit of the irrigation control valves of the Sub-Associations primary mainline infrastructure water system. This also includes occasional cleaning, balancing and redirecting of sprinkler heads and/or new lines or sprinklers.

III. POND MAINTENANCE:

Includes water and electricity, water system, plants, pond liner, and water quality, etc., as shown on the map attached hereto, marked M-5. Includes replacement of entire pond and any related equipment (pumps, valves, drains, drain lines, etc.) at the appropriate time.

IV. LEVEE:

The public or private levee areas situated on the Parcels. The levee boundary is from the lagoon edge of the Sub-Associations' boundaries to a line 40' inside this boundary. See map attached hereto, marked M-2 for boundaries of Levee areas.

V. PRIVATE STORM SEWER SYSTEM:

1. All as-built private storm systems situated on any of the Parcels, as shown on the maps attached hereto, collectively marked M-6, the Commercial Master Association storm drain is also shown. Note: the as-built system has at least 8-inch lines;

2. Maintenance will include cleaning, repair and at the appropriate time replacement. Sub-Associations shall be responsible for any damage resulting from drains that cannot be maintained because of blockage by dense plants or drains covered by landscaping, dirt or cement.

3. The responsible Sub-Association must maintain the auxiliary surface drainage lines (less than 6") added to storm drain system by the sub Association. Any damage to the storm drains or general damage resulting from these auxiliary surface drains is the responsibility of the Sub-Associations.

4. The Senior Apartment Center is responsible for their underground downspout drainage system and any damage to the storm drains they tie into.

VI. SANITARY SEWERS:

1. Any private sanitary sewer lines or trunk lines, outfalls, side sewers or sewer connections situated on any of the Parcels up to and including the building cleanout, as shown on the map attached hereto, marked M-7. Responsibility includes replacement at the proper time based on consultation with experts. Access for the Master Association to

“cleanouts” for system maintenance is the responsibility of the individual Sub-Association;

2. Any and all sanitary sewer lift pumps situated on any of the Parcels or serving the Parcels and electric bills associated with these pumps. Responsibility includes replacement at the proper time;

3. Any and/or all private bulkheads for sanitary sewers situated on any of the Parcels.

VII. WATER:

1. Any and/or all private underground water mains up to the surface of the ground. Responsibility includes replacement at the proper time;

2. The Master Association gets the water bills. Master Association bills are part of operating budget pass through as assessments to Owners.

VIII. UTILITIES:

1. Any and all freestanding private streetlights and private fire hydrants identified on the map attached hereto, collectively marked M-8. Light standards, wiring, bulbs and electricity; fire hydrants, valves, markers and mains shall be operable at all times. All tests, reports, and costs for maintenance of the private streetlight and hydrant system.

IX. REFUSE:

1. Private garbage receptacles situated in enclosures or serving any of the Parcels;

2. Private garbage enclosures signs, information on use, refuse pickup, etc.;

3. The Master Association maintains the Recycle Center enclosure, but does not maintain the sub-Association-owned enclosures containing the garbage receptacles. See M-9.

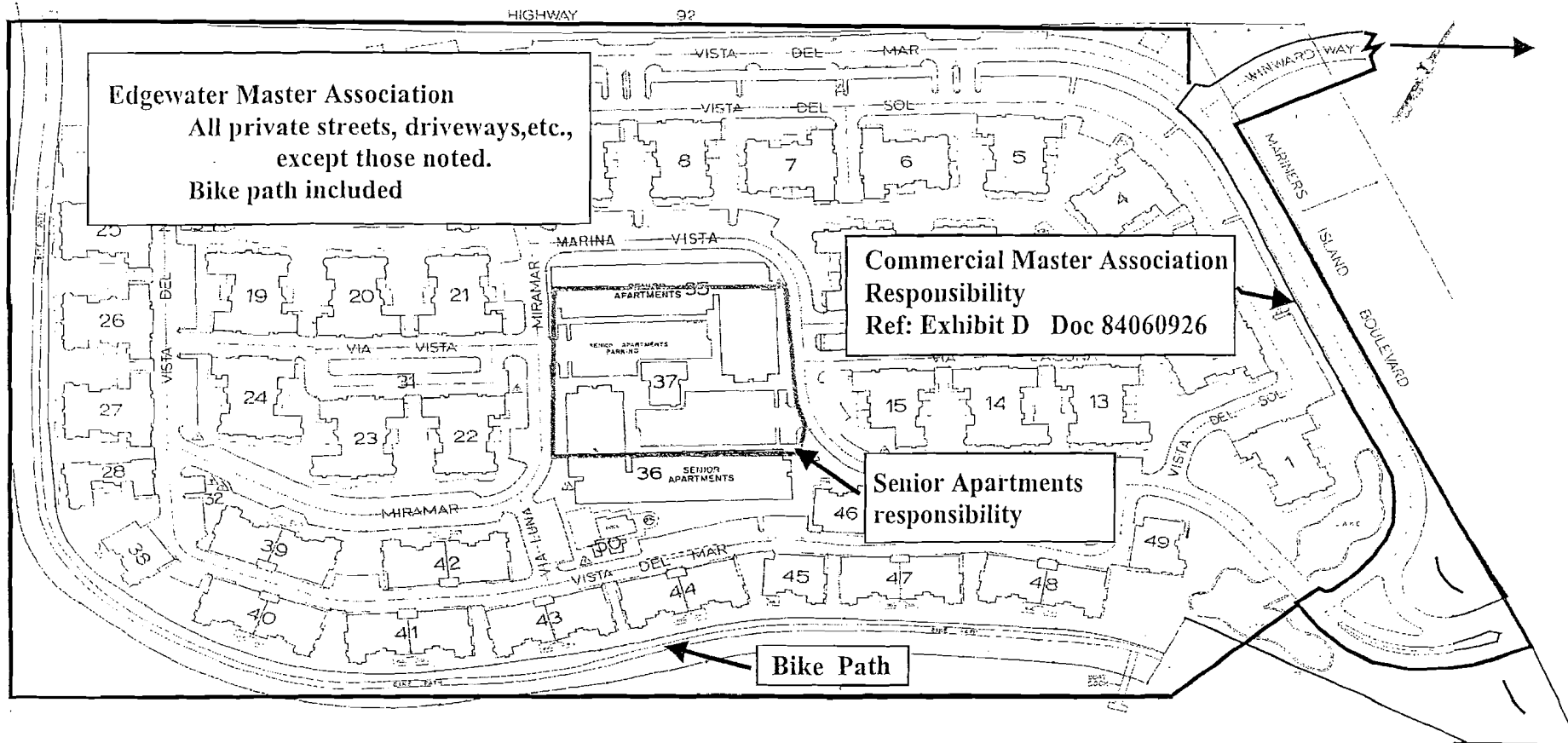
X. MISCELLANEOUS AREAS:

1. Shuttle bus per Article 5.1.8 of the Master Association Covenants, Conditions and Restrictions;

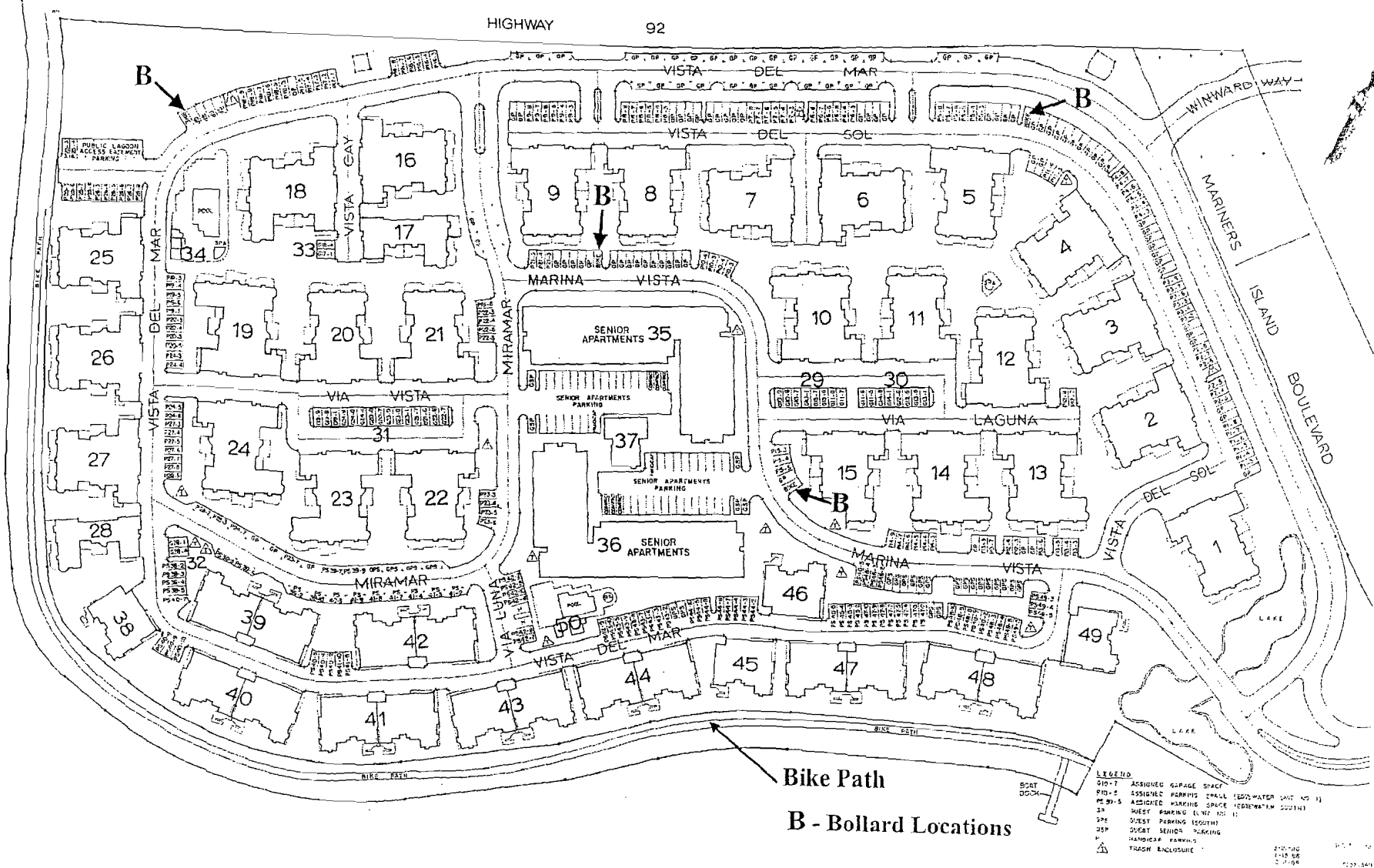
2. The boat dock, marked on M-1, is owned by Master Association;

3. The recreation vehicle and maintenance equipment storage area and Recycle Center, as marked on M-9, are on adjacent property owned by the City of San Mateo and the Edgewater Isle Master Association leases the property. Ownership, maintenance and management of buildings, tools, storage area and Recycle Center enclosure is by the Master Association.

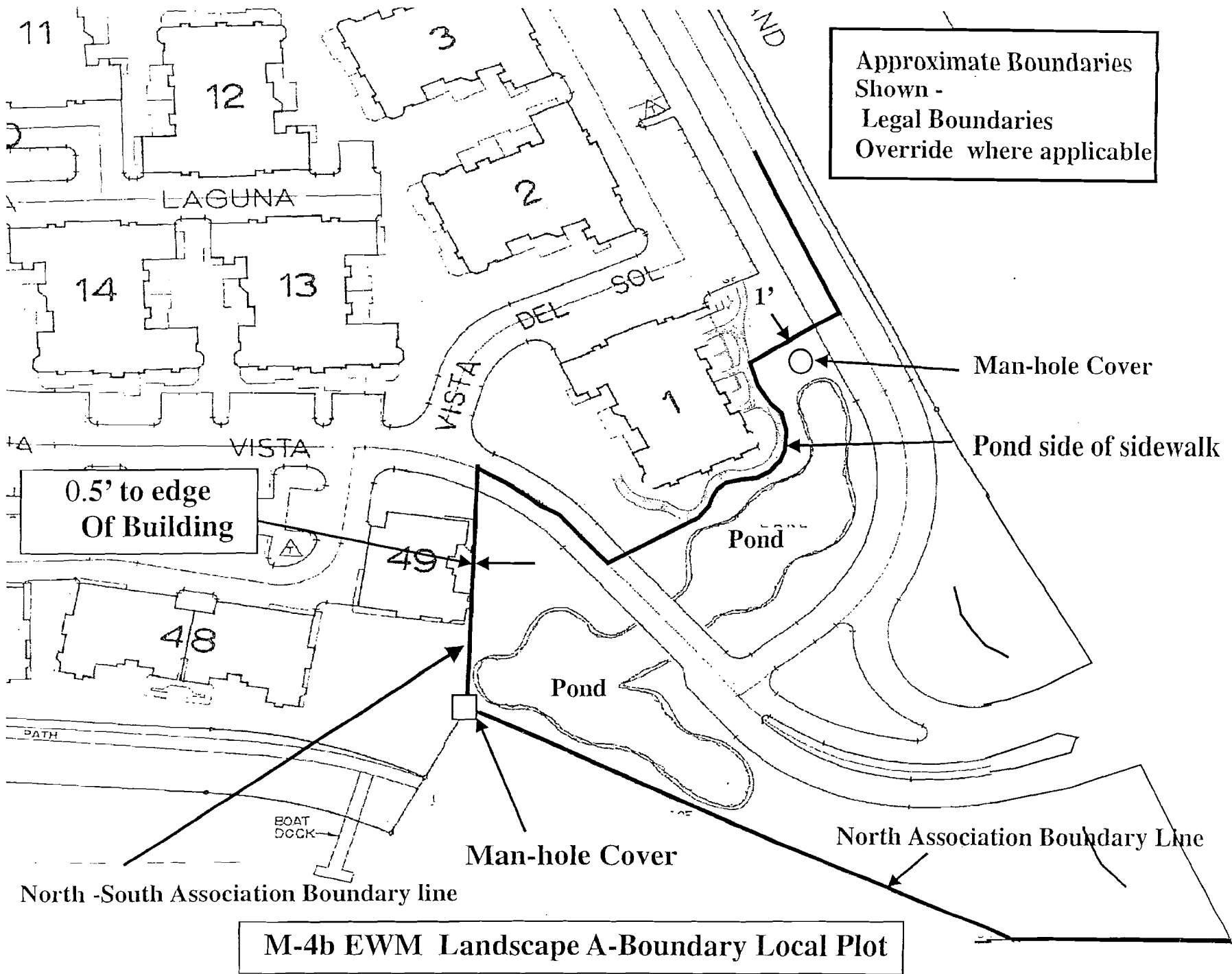
M-1	Road System Responsibility
M-2	Bike Path and Levee Access
M-3	Edgewater Isle Parking Plan
M-4	Landscaping Responsibilities of Associations
M-5	Edgewater Isle Pond Layout
M-6	Edgewater Isle Storm Sewers
M-7	Sewer Main Map Edgewater Isle
M-8	Edgewater Isle Lighting & Fire Hydrants
M-9	Edgewater Isle Trash Buildings Location

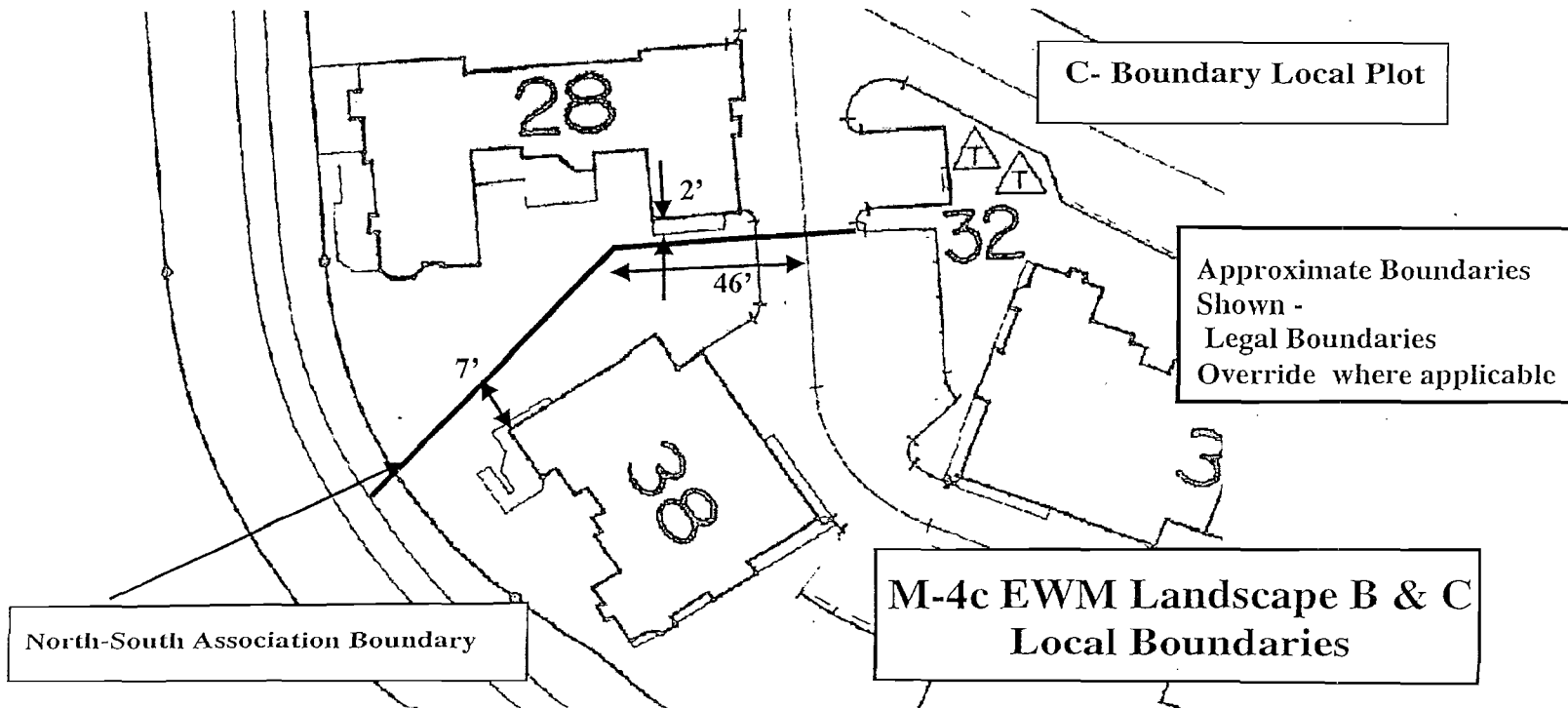
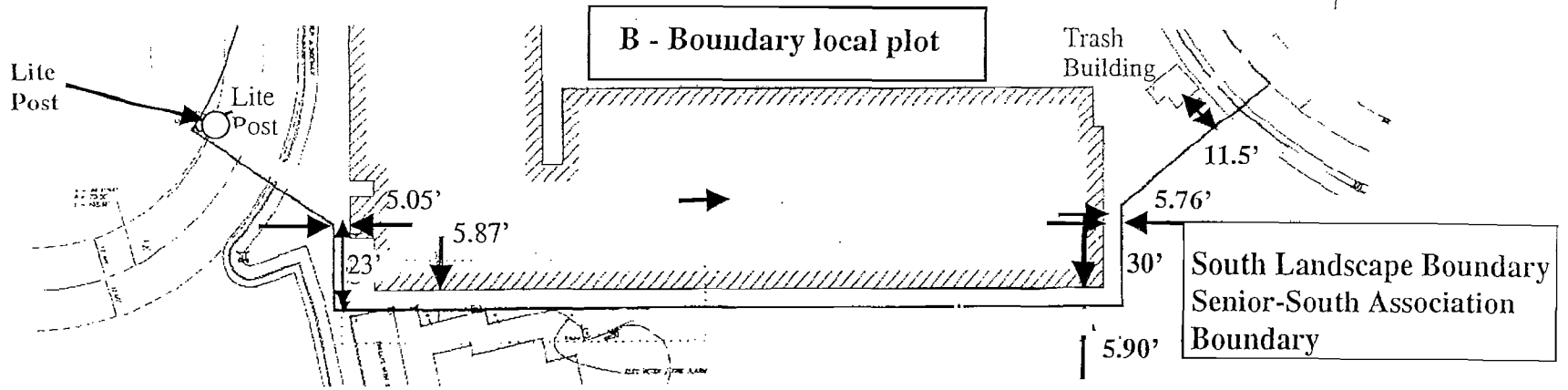


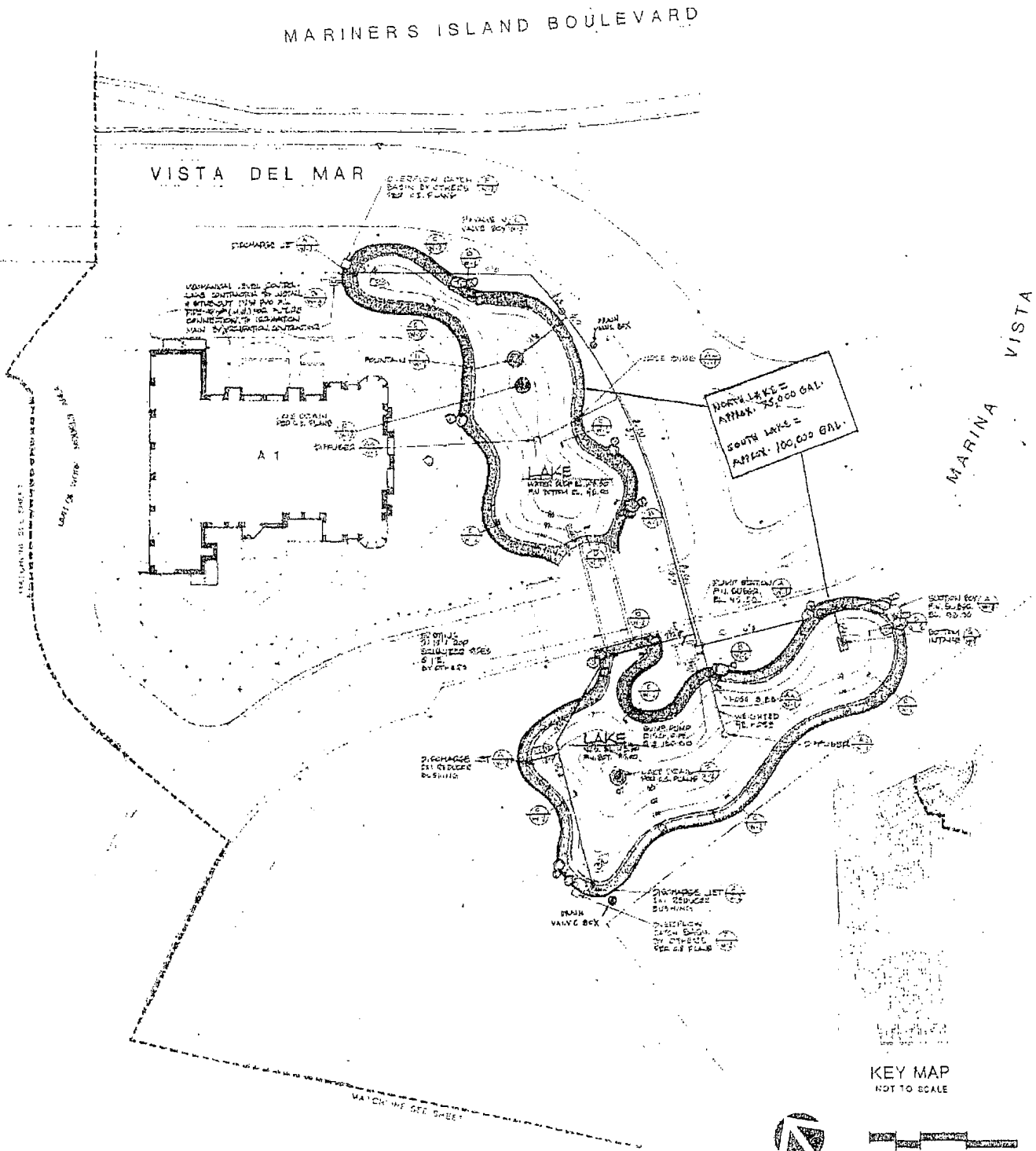
M-1 Road System Responsibility



M-3 Edgewater Isle Parking Plan

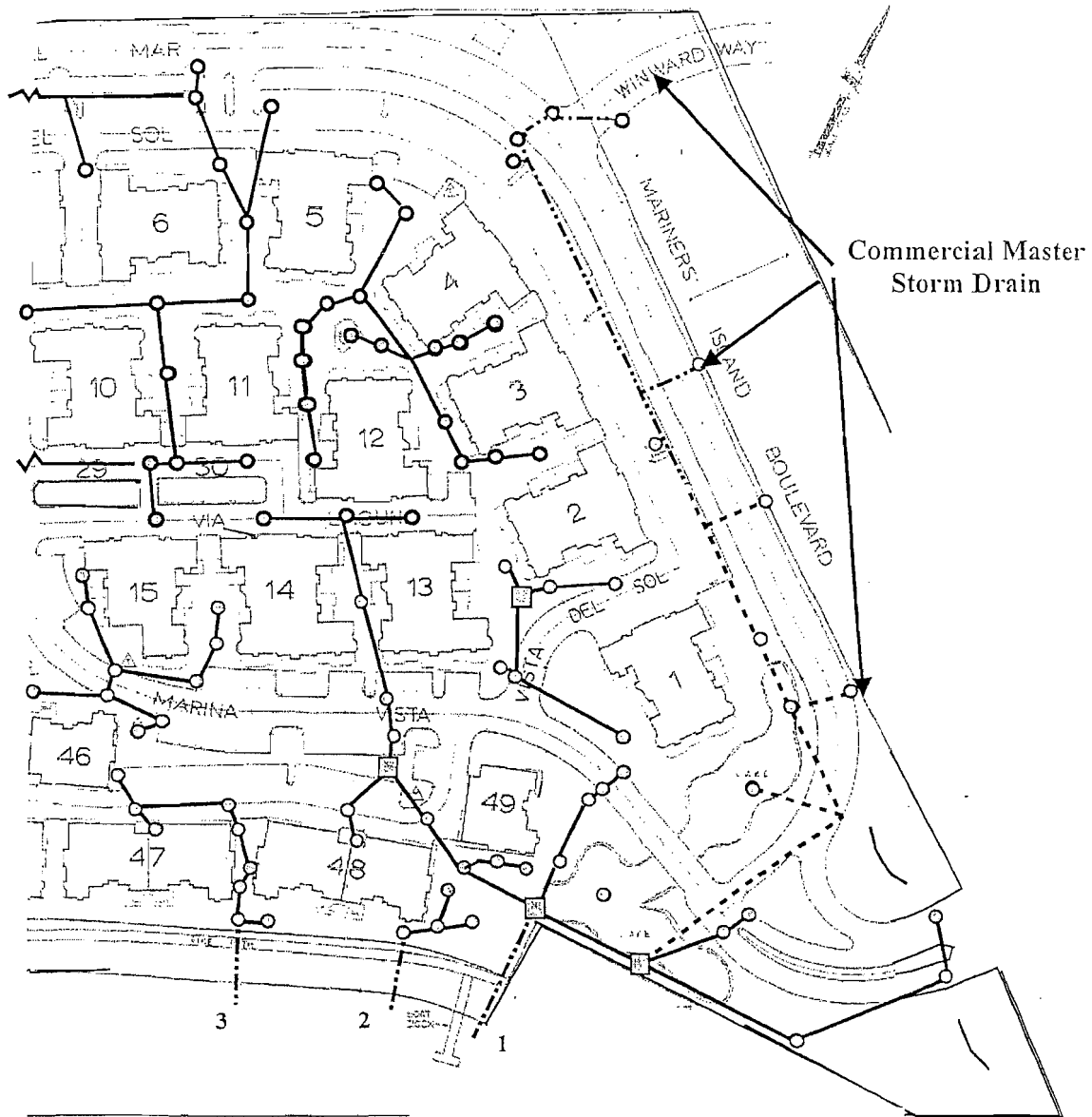






M-5 Edgewater Isle Pond Layout

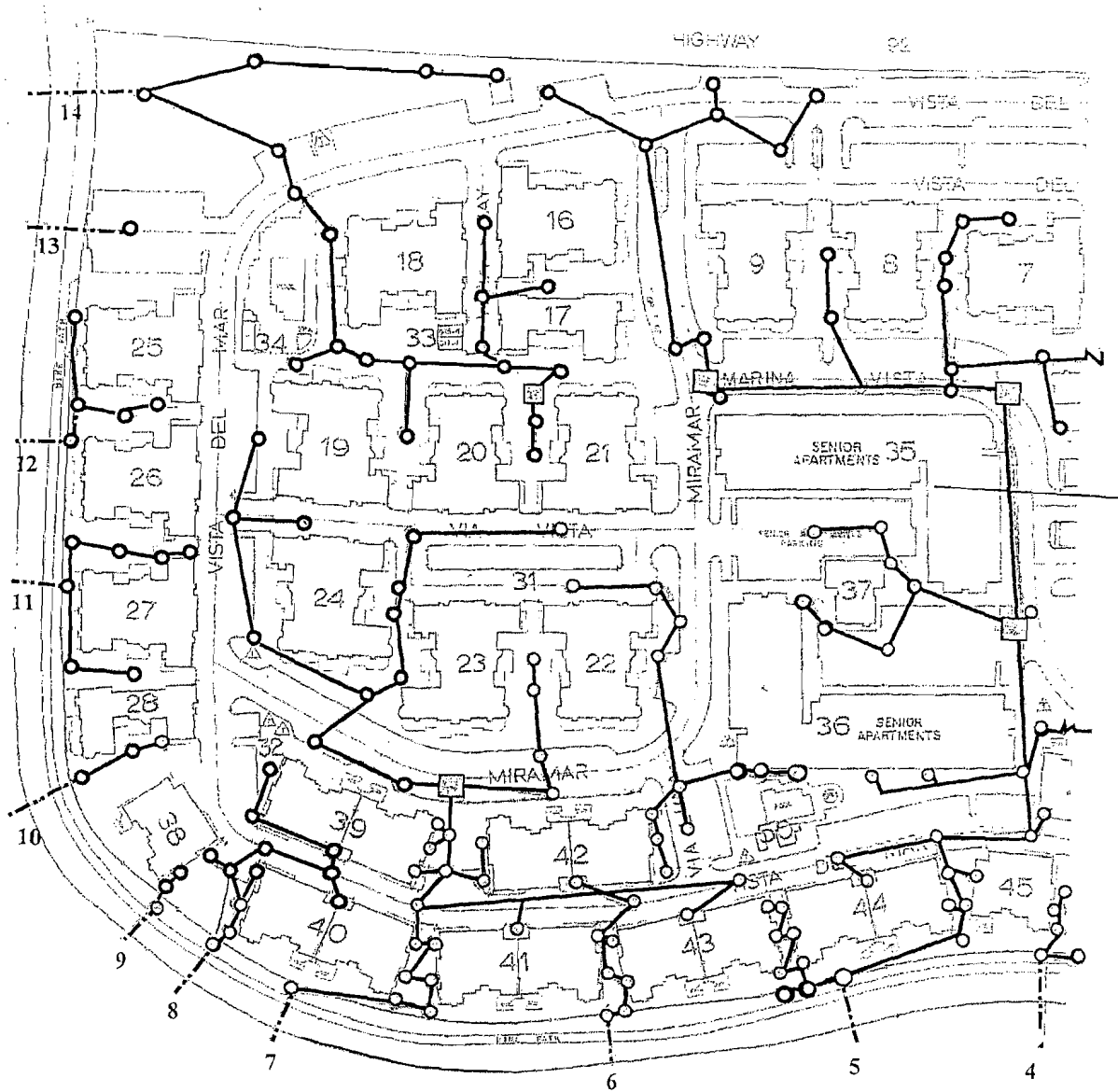
Ref: Sheet W-1 Lake Layout
& Pump Station
Anden Group



M-6a Edgewater Isle Storm Sewers - Part 1





Basis: Edgewater Isle Job 16257 R+G Inc.
 Underground Utilities
 Model Phase sheet 3
 Phase 1 Building 2-5 sheet missing
 Phase 2 Sheets 6-10

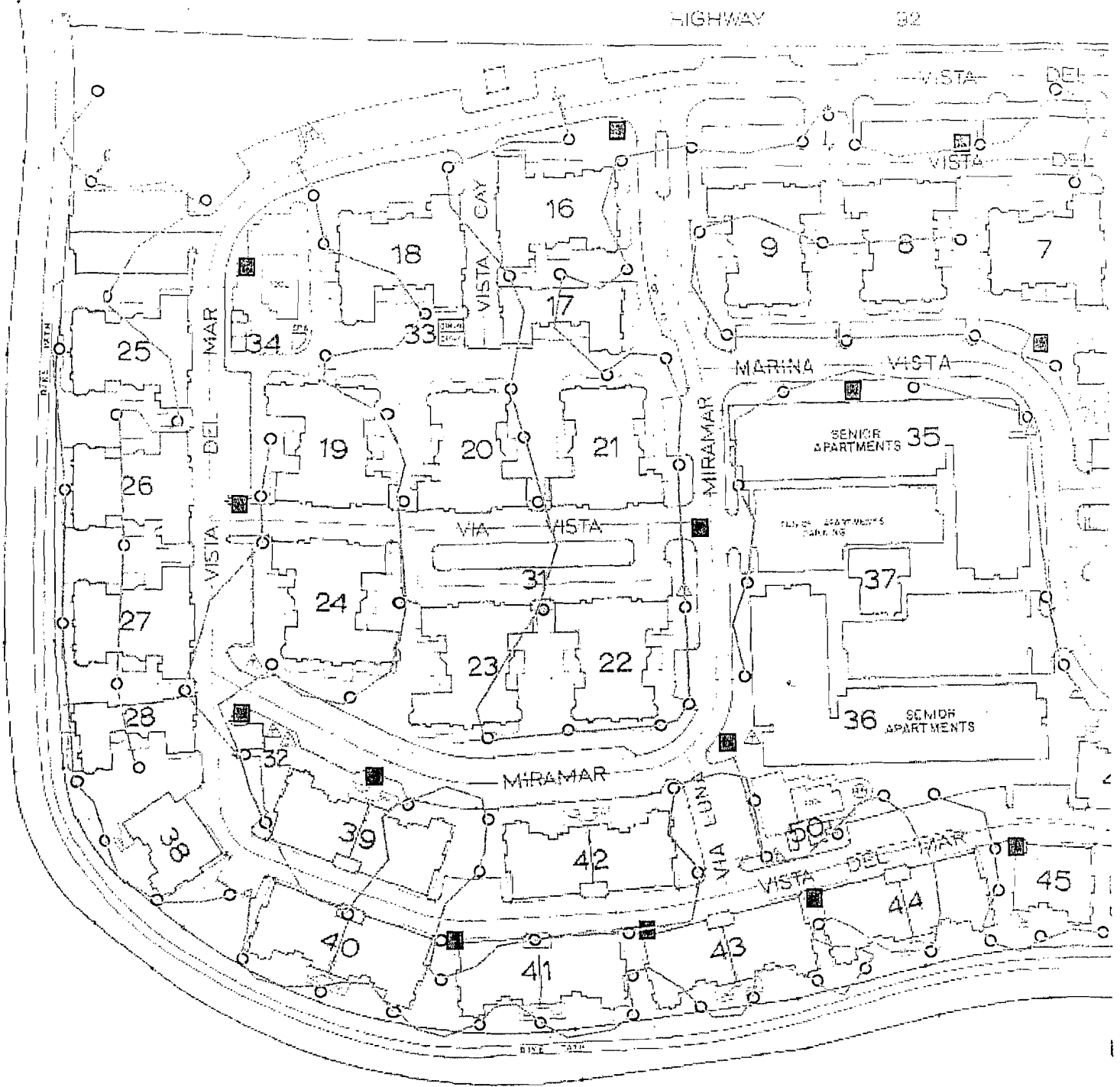
- Man-hole cover
- Drain
- Outlet to Lagoon
- Line (line size varies)



M-6b Edgewater Isle Storm Sewers - Part 2

Basis: Edgewater Isle Job 16257 R+G Inc.
 Underground Utilities
 Model Phase sheet 3
 Phase 1 Building 2-5 sheet missing
 Phase 2 Sheets 6-10

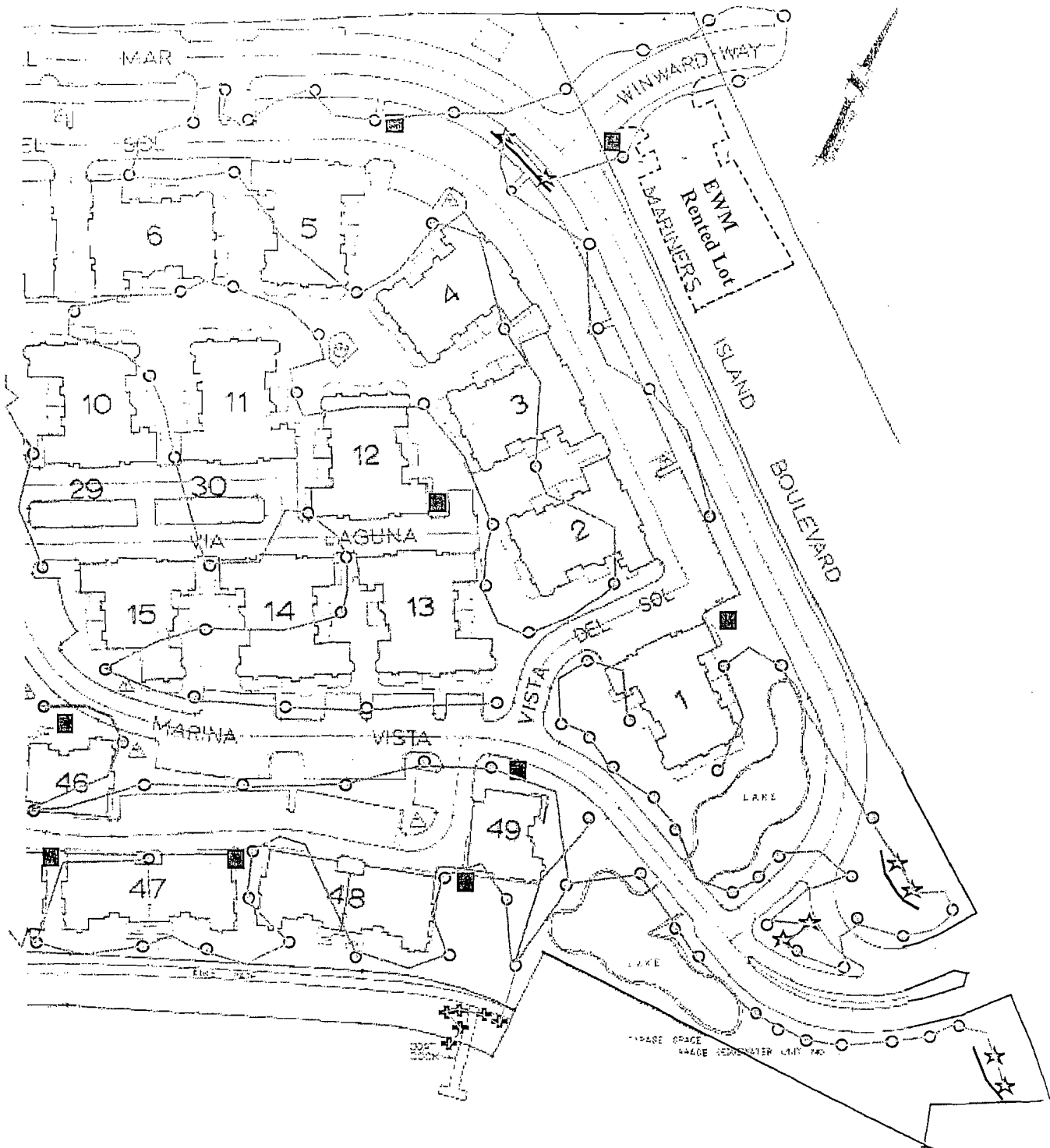
-  Man-hole cover
-  Drain
-  Outlet to Lagoon
-  Line (line size varies)



M-8 Part 1 - Edgewater Isle Lighting and Fire Hydrants

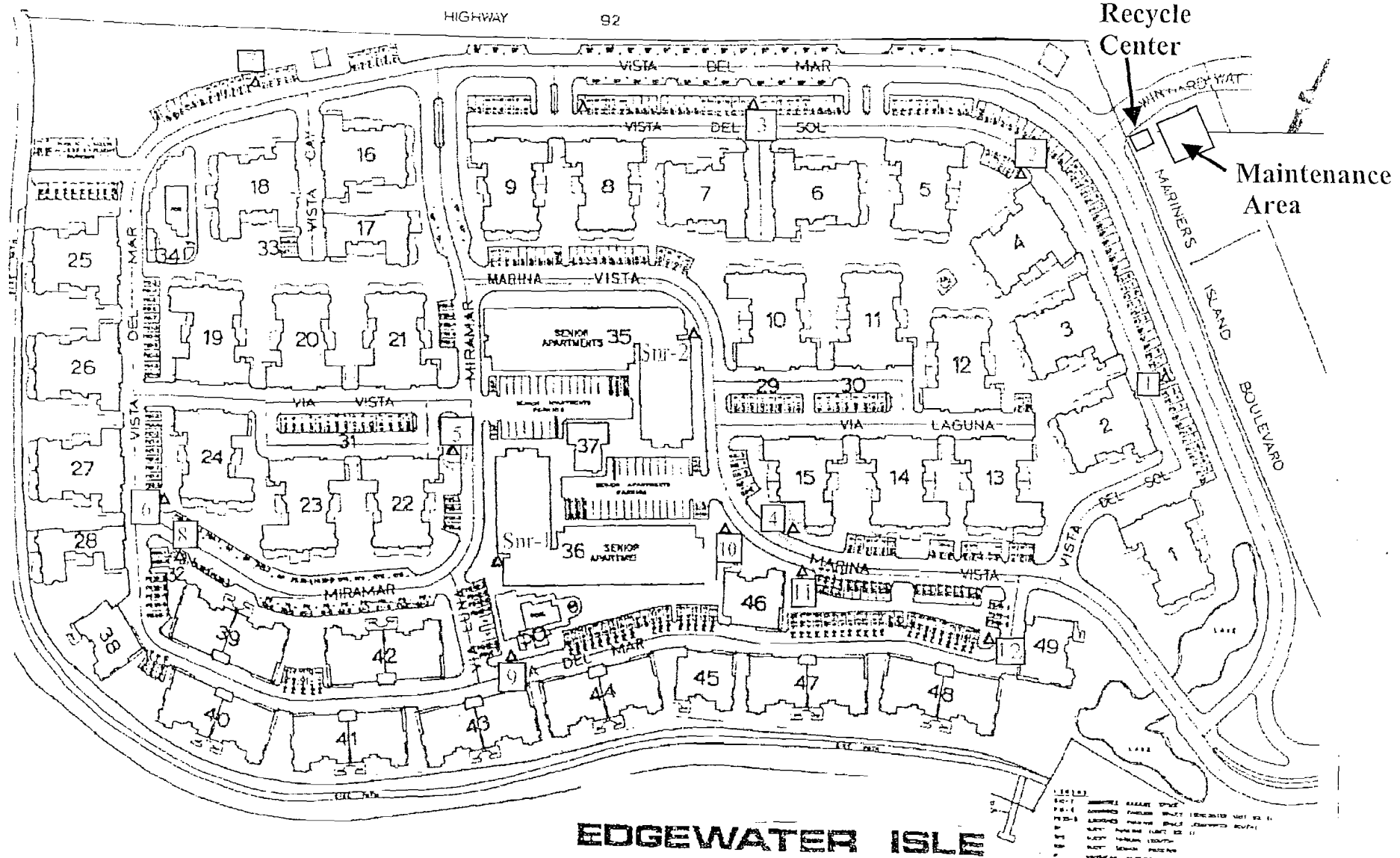
- Lights
- ☆ Focus lights
- + Dock lights
- Fire Hydrants

Ref: Edgewater Isle Lighting Plans
 Job 8253 EWN LL-1 to LL-4
 Job 8401 EWS ll-1 to LL-2
 EWSr Housing L-1



M-8 Part 2 Edgewater Isle Lighting and Fire Hydrants

- Lights
- ☆ Focus lights
- + Dock lights
- Fire Hydrant



EDGEWATER ISLE

1. TRASH BUILDING
 2. SENIOR APARTMENT OFFICE
 3. SENIOR APARTMENT UNIT
 4. SENIOR APARTMENT UNIT
 5. SENIOR APARTMENT UNIT
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 48. SENIOR APARTMENT UNIT
 49. SENIOR APARTMENT UNIT

M-9 Edgewater Isle Trash Building Locations

- Trash Building Ownership**
- 1-7 - North
 - 8-12 - South
 - Snr-2 & Snr-2 - Senior Apts.
 - Recycle Center - Master
 - 5, 8, 10 & Recycle Center have recycle bins

**EDGEWATER ISLE MASTER ASSOCIATION
BOARD OF DIRECTORS
Adopted MAY 2002**

Re: Compliance with Civil Code §1368: Request for Documents and Information

WHEREAS, the Association is routinely called upon to provide documents and information to members selling their homes; and

WHEREAS, the legislature in Civil Code §1368 of the Davis-Stirling Common Interest Development Act has specifically identified the documents and information which the Association must provide to the seller; and

WHEREAS, Civil Code § 1368 (A full copy of which is attached to this resolution) specifically requires that the Association provide, within 10 days of the mailing or delivery of a request, the following to an owner:

- (1) A copy of the governing documents.
- (2) If the governing documents limit occupancy on the basis of age, a statement addressing this limitation.
- (3) A copy of the most recent set of documents given to members pursuant to Civil Code §1365.
- (4) A true statement in writing obtained from an authorized representative of the association as to the amount of the association's current regular and special assessments and fees, as well as any assessments levied upon the owner's interest in the common interest development that are unpaid on the date of the statement, and any monetary fines or penalties levied upon the owner's interest and unpaid on the date of the statement.
- (5) A copy or a summary of any notice previously sent to the owner pursuant to subdivision (h) of Section 1363 that sets forth any alleged violation of the governing documents that remains unresolved at the time of the request.
- (6) A copy of the preliminary list of defects provided to each member of the association pursuant to Section 1375, unless the association and the builder subsequently enter into a settlement agreement or otherwise resolve the matter and the association complies with Section 1375.1.
- (7) A copy of the latest information provided for in Section 1375.1.
- (8) Any change in the association's current regular and special assessments and fees, which have been approved by the association's board of directors, but have not become due and payable as of the date disclosure is provided pursuant to this subdivision.

WHEREAS, the Association has no duty to provide documents and information directly to prospective purchasers, their agents or other non-members; and

WHEREAS, many real estate agents, loan brokers and others in the real estate business utilize forms requesting documents and information from the Association which go beyond the documents and information identified in Civil Code §1368; and

WHEREAS, the Association is aware that other community associations have been subjected to lawsuits based at least in part on requests for information which go well beyond the information and documents required by Section 1368; and

WHEREAS, members are able to inspect copies of accounting books and records, and minutes and may request copies of specific documents; and

WHEREAS, the Association also periodically produces and distributes a newsletter and other notices to members, and

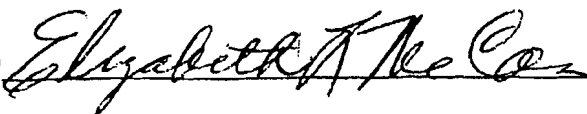
WHEREAS, the Association has consulted with its legal counsel on the subject of statutory disclosures in sales of residences, and how to respond to requests for documents and information beyond that required by Section 1368, and desires to adopt a policy which will guide the Association and its management company in processing such requests;

NOW THEREFORE, BE IT RESOLVED THAT: The Association hereby adopts the form entitled "Request and Response for Documents and Information, Common Interest Developments, Form 147 Cal (09-2001)" published by Professional Publishing of San Rafael, as its Civil Code §1368 Disclosure Form, and this form (and only this form) shall be used by the Association and/or its management company to respond to owner requests for information pursuant to Civil Code §1368. (A copy of this form is attached to this resolution.) Any updated version may also be used.

BE IT FURTHER RESOLVED THAT:

The Association and/or its management company is directed to communicate only with selling members and/or the listing agents, and not to respond directly to requests for information and documents from prospective purchasers or their agents.

SIGNED



DATED

6/10/02