

NOTICE

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

RECORDED AT THE REQUEST OF:  
DANVILLE STATION HOMEOWNERS ASSOCIATION  
AFTER RECORDATION RETURN TO:  
Girard & Griffin  
1535 Treat Boulevard  
Walnut Creek, CA 94598  
(415) 935-1550

MAR 21 1990

AT 11 O'CLOCK A  
CONTRA COSTA COUNTY RECORDER  
STEPHEN L. WEIR  
COUNTY RECORDER

FEE \$ 4500

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
DANVILLE STATION HOMEOWNERS ASSOCIATION

The Declaration of Covenants, Conditions and Restrictions recorded February 13, 1973, Book 6862, Page 305, Contra Costa County Official Records, and all subsequent amendments thereto, are now replaced by that document entitled "Revised Declaration of Covenants, Conditions and Restrictions - Danville Station Homeowners Association" recorded concurrently with this Certificate of Amendment.

IN WITNESS WHEREOF, this Certificate of Amendment is executed by the undersigned, who are the President and Secretary of Danville Station Homeowners Association.

Steve Thompson By: Steve Thompson, President  
Judy Daugherty By: Judy Daugherty, Secretary

We certify and declare, under penalty of perjury, that the foregoing Revised Declaration has been approved by the percentage of homeowners required by the original Declaration.

Executed at Danville California, on the 17<sup>th</sup> day of March, 1990.

Steve Thompson By: Steve Thompson, President  
Judy Daugherty By: Judy Daugherty, Secretary

STATE OF CALIFORNIA )  
COUNTY OF Contra Costa ) ss

On this 17<sup>th</sup> day of March, 1990, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Steve Thompson the President and Judy Daugherty the Secretary of DANVILLE STATION HOMEOWNERS ASSOCIATION personally known to me or proved to me on the basis of satisfactory evidence to be the President and Secretary of the DANVILLE STATION HOMEOWNERS ASSOCIATION described in, and that executed, the within instrument on behalf of the DANVILLE STATION HOMEOWNERS ASSOCIATION therein named, and acknowledged to me that such Association executed it.

[SEAL]  Linda Stepanovich  
NOTARY PUBLIC

(BG: F129.DVS)

STATE OF CALIFORNIA )  
COUNTY OF Contra Costa ) ss



On this 19<sup>th</sup> day of March, in the year 1990,  
Judy Daugherty before me,  
Linda Stepanovich a Notary Public, State of California,  
duly commissioned and sworn, personally appeared Judy Daugherty  
personally known to me (or proved to me on the basis of satisfactory evidence) to be  
the person whose name \_\_\_\_\_  
subscribed to this instrument, and acknowledged that she executed it.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the Contra Costa County of  
California on the date set forth above  
in this certificate.

Linda Stepanovich  
Notary Public, State of California  
My commission expires August 27, 1993

This document is only a general form which may be proper for use in simple transactions and in no way shall it be intended to act as a substitute for the advice of an attorney. The printer does not make any warranty, express or implied, as to the legal validity of any provision of the instrument of these terms in any specific transaction.

REVISED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS (CC&RS)

DANVILLE STATION HOMEOWNERS ASSOCIATION

INDEX

<u>Section</u>	<u>Page</u>
Article I - Definitions	2
Article II - Property Rights	3
Article III - Membership and Voting Rights	4
Article IV - Covenant for Maintenance Assessments	5
Article V - Architectural Control	9
Article VI - Uses Prohibited and Permitted	9
Article VII - Maintenance/Repair Obligations	11
Article VIII - Insurance	11
Article IX - Powers and Authority of the Association	12
Article X - Owners Obligation Re: Sale or Lease of Property	13
Article XI - General Provisions	14

(WP:BG769)  
(11/22/90)

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(415) 935-1550

REVISED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DANVILLE STATION HOMEOWNERS ASSOCIATION

THE BOARD OF DIRECTORS, DANVILLE STATION HOMEOWNERS ASSOCIATION, WISHES THE PUBLIC TO BE AWARE THAT THIS REVISED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SUPERSEDES ALL PRIOR RECORDED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS AND SUPPLEMENTS OR AMENDMENTS THERETO, INCLUDING THE FOLLOWING, ALL OF WHICH WERE RECORDED IN THE OFFICIAL RECORDS FOR CONTRA COSTA COUNTY:

1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED February 13, 1973, BOOK 6862, PAGE 305, CONTRA COSTA COUNTY OFFICIAL RECORDS;
2. SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MAY 23, 1975, AT BOOK 7516, PAGE 180, CONTRA COSTA COUNTY OFFICIAL RECORDS;
3. DECLARATION OF ANNEXATION, RECORDED MAY 16, 1975, IN BOOK 7642, PAGE 565, CONTRA COSTA COUNTY RECORDS.

The undersigned hereby certify that they are the President and Secretary, respectively of the association, DANVILLE STATION HOMEOWNERS ASSOCIATION, and are authorized by the Board of Directors to execute this Revised Declaration.

The original Declaration created a planned unit development subdivision administered by the Association named above, more particularly described as the property situated in the City of Danville, County of Contra Costa, State of California, described as follows:

Lots 1 through 180, inclusive, and parcels A, B and C, as shown on that certain map of Subdivision 4336, filed on February 7, 1973, in the office of the County Recorder of Contra Costa, in Map Book 154, at pages 13-24, inclusive; and

Lots 1 through 67, inclusive, and all other parcels, if any, of Subdivision 4410, Danville Station, Unit 2, Contra Costa County California, filed November 7, 1973, in Map Book 164, at page 37, Official Records; and

Lots 1 through 71, inclusive, and parcels A and B of Subdivision 4411, Danville Station, Unit 3, Contra Costa County California, filed in Map Book 159 at page 9, official records on July 12, 1973.

WHEREAS, the Association has heretofore been incorporated under the laws of the State of California as a non-profit corporation, DANVILLE STATION HOMEOWNERS ASSOCIATION for the purposes of exercising the functions hereinafter described; and

WHEREAS, Covenants, Conditions and Restrictions which affect subdivisions 4336, 4410 and 4411 have heretofore been recorded; and

WHEREAS, the membership has tendered the requisite instruments from not less than seventy-five percent (75%) of the members to revise said Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the Corporation hereby establishes these Covenants, Conditions and Restrictions for the benefit of the owners of all units at DANVILLE STATION DEVELOPMENT.

NOW THEREFORE, The Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to DANVILLE STATION HOMEOWNERS ASSOCIATION, a California non-profit corporation formed for the purpose of managing the common interest development known as DANVILLE STATION.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

The property situated in the City of Danville, County of Contra Costa, State of California, is described as follows:

Parcels A, B & C, as shown on the map of Subdivision 4336, filed February 7, 1973, in the office of the County

Recorder, Contra Costa, in Map Book 154, pages 13-24, inclusive; and  
Parcels A and B as shown on the map of Subdivision 4411, filed July 12, 1973 in Map Book 159, at page 9, official records of Contra Costa County.

Section 5. "Lot" shall mean and refer to each and every lot shown on the recorded Map for Subdivisions 4336, 4410 and 4411, with the exception of the common area.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided herein.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after reasonable notice and a hearing by the Board of Directors of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the common area 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 unless an instrument signed by two-thirds (2/3) of members agreeing to such dedication or transfer has been recorded. The foregoing provision shall not apply and the consent of the members shall not be required, with respect to any utility easement or rights of way granted to any utility company of public authority or agency, as may be authorized by the Board of Directors, to provide water, or gas, or electricity, or telephone or television service, or for storm drains, or for sanitary sewer lines and appurtenances, to or for the Common Area or Lots;

(d) the right of the Association to impose any reasonable fines or penalties prescribed by the Board for violations of these covenants, conditions and restrictions upon proper notice;

(e) the right of the Association to adopt and enforce parking regulations for common area parking spaces as it deems necessary and appropriate;

(f) the right of the Association, through its duly authorized agents or employees, to enter upon any lot at reasonable hours on any day, after reasonable notice to the owner:

(1) for the purpose of performing any maintenance authorized herein; and/or

(2) for the purpose of effecting maintenance or repair to the exterior of any residence where the owner's obligation to do so is not fulfilled, after reasonable notice to owner; and/or

(3) for the purpose of enforcing the "Use" restrictions when owner is in violation and refuses, after reasonable notice, to cure the violation himself or herself by cleaning up any rubbish, trash, garbage, or other waste materials on the property;

The Association may assess the owners of the affected unit for the necessary, actual cost of any maintenance, repairs or necessary "clean up" (as provided in this Revised Declaration) and any such assessments are enforceable pursuant to the provisions regarding assessments herein.

(g) easements and use restrictions contained in this Declaration.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the provisions of these Covenants, Conditions and Restrictions and the Bylaws for DANVILLE STATION HOMEOWNERS ASSOCIATION currently in effect, said rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, limited to the residents of the property.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. When any lot is sold, the membership hereby created shall cease as to the seller of the lot.

Section 2. Voting of Members.

The Association shall have voting rights as set forth in the Bylaws, with one vote for each lot.

Section 3. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. A member may also be suspended for a period not to exceed thirty (30) days for any infraction of its published rules and regulations. No such suspension shall take effect until after the member involved (1) has been given notice by the Board of Directors of the alleged infraction, (2) has been advised of the date of a hearing to be held by the Board of Directors regarding said infraction, and (3) has been given an opportunity to appear at said hearing and to present such evidence as he desires to the Board of Directors in support of his

assertion, if any, that there was no violation of the Association rules. The notice to be given to any member alleged to have violated said rules and regulations shall be given by the Board of Directors to the member involved not less than fifteen (15) days prior to the date of such hearing, and shall advise the member of the place, date and hour of the meeting and of the specific infraction of the rules and regulations of the Association alleged to have been committed by said member.

Section 4. Members' Duty to Notify Association of Lease/Rental of Unit. Each member shall have the duty and responsibility to keep the Association Secretary apprised of his or her current address and telephone number (for all who have telephones). If the unit is leased or rented, the member has the duty to provide the Association with tenant's name(s) and telephone number and his own residence address and telephone number.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges plus assessments added thereto as is otherwise specifically provided for in this Revised Declaration; (2) special assessments for capital improvements, and (3) assessments for violations of Association rules, such assessments to be established and collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The assessments levied by the Association shall be used ~~exclusively to promote the~~ recreation, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common area, and of the homes situated upon the properties. Said assessments shall include and the Association shall acquire and pay for out of the funds derived from said annual assessments the following:

Provision of materials, supplies, furniture, labor, services, maintenance, repairs, insurance, taxes or assessments which the Association is required to secure or pay for pursuant to the terms of this Revised Declaration or the currently effective Bylaws or which in the opinion of the Association's Board of Directors shall be necessary or proper for the operation of the common area, for the benefit of the lot owners, or for the enforcement of these restrictions.

No owner shall be relieved of an assessment or any part thereof by reason of his/her failure to use the recreational facilities or for any other reason.

Section 3(a). Basis for Maximum Annual Assessments. The annual assessment will remain at its current level until changed (1) by written assent of at least fifty-one percent (51%) of all the members, such assent attained by written ballot or by vote in person or by proxy, at a meeting duly called, or (2) by the Board pursuant to currently existing statutory authority as defined by California Civil Code Section 1366.

Section 3(b). Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall be assessed by the Board within the limits of California Civil Code Section 1366, or has the written assent of fifty-one percent (51%) of all the members either by written ballot or vote in person or by proxy at a meeting duly called.

Section 4(a). Fines, Penalties and Other Assessments. The Association may levy fines and/or penalties for violation of the conditions, covenants and restrictions found herein and the rules promulgated hereunder. It may also effect repairs or "cleanup" which are the obligation of the homeowner, but which the homeowner has refused to do. All such fines, penalties and costs of repairs or cleanup are subject to the provisions herein relating to collection and enforcement of assessments, including the rights of the Association to record a lien or foreclose for non-payment. Any imposition of such fines, penalties and assessments for repair or "cleanup" are subject to the owner's right to a hearing, as follows:

The owner involved must be given 15 days' NOTICE of any violation occurring by the Board of Directors of the Association and the fine, penalty or cost to be assessed. Owner must request a hearing within 10 days of receiving said NOTICE, to be held by the Board of Directors regarding the penalty or cost assessed. If a hearing is requested, an opportunity must be given to the owner charged to appear at said hearing and to present such evidence as he desires to the Board of Directors in support of his assertion, if any, that: (1) no violation occurred and/or, (2) the fine, penalty or cost is not warranted.

Section 4(b). Added Assessments for Special Purposes. The Board of Directors may make a special purpose assessment against any Lot and the Owner thereof for the cost and expenses, including a reasonable attorney's fee, incurred by the Association, to perform or enforce any responsibility or duty of such owner under this Declaration, including all expenses incurred by reason thereof. Such special purpose assessment may be added to the annual assessment or the monthly installment payment of such assessment, but such special purpose assessment shall be payable within fifteen (15) days after

notice thereof to the Owner who is subject thereto, or at a later date as may be specified by the Board in making such special purpose assessment. Before making any such special purpose assessment, the Board shall give notice to the Owner of the proposed assessment and the reasons therefor, stating the time and place the Owner may appear before the Board to protest the proposed special assessment, which shall be at least ten (10) days but not more than thirty (30) days from the date of the notice of such proposed special purpose assessment to the Owner. If the Board determines that such proposed special purpose assessment shall be made after hearing the protest, or if the Owner does not appear before the Board to make such protest, the Board shall then determine if such special purpose assessment shall be made and the amount thereof, not exceeding the amount stated in the notice to the Owner. Notice of the special purpose assessment, if any, shall then be given to the Owner and shall become delinquent if not paid by the Owner within fifteen (15) days after said notice or on a later date specified by the Board.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3. Any action authorized under Sections 3 may be taken at a meeting called for that purpose. Written notice of any such meeting shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of the total membership, then members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments as set forth in Section 3 must be fixed at a uniform rate for all lots and may be collected on a monthly basis. Fines, penalties and other assessments as specified in Section 4 shall be imposed pursuant to a schedule to be applied consistently for all violations.

Section 7. Date of Commencement and Collection of Annual Assessments: Due Dates. The Board of Directors, in accordance with Section 3, shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date(s) shall be established by the Board of Directors.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment hereunder is not paid within fifteen (15) days after the due date, there shall be a late charge of ten dollars (\$10.00) or ten percent (10%) of the delinquency, whichever is greater. Interest shall accrue on all sums (including assessments, penalties and reasonable costs of collection) which are more than thirty (30) days overdue at the rate of twelve percent

the assessment, including all of the charges, have been fully paid and satisfied. The Association shall have the power to bid for the Lot at the sale under its power of sale or at any court foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

All common area property is to be exempt from assessment under the provisions of this Section.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot to the mortgagee/beneficiary shall not affect the assessment lien. However, the transfer of any lot pursuant to a senior mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due as from the lien thereof. However, should the prevailing laws change so that the mortgagee is required to impound assessments or pay any portion of the delinquent assessments upon assuming title of the property at its own foreclosure sale, then the prevailing law shall control.

#### ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure of any nature shall be commenced, erected or placed, altered or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, including change in color of paint, be made until the plans and specifications showing the nature, kind, color, 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 of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI USES PROHIBITED AND PERMITTED

##### Section 1.

(a) Residential Use: Each Lot shall be occupied and used by the respective Owners only as a private dwelling for the Owner, his/her family and social guests and for no other people, unless the property is leased or rented to a third party for use as a private dwelling.

(12%) per annum or the maximum authorized by California law. In the event of a default payment of any assessment and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation as follows:

(a) By suit or suits at law to enforce each such assessment obligation. Any judgment rendered in any such action shall include, so long as permissible by law, a sum for reasonable attorney's fees in such amount that the court may adjudge against such defaulting owner. Upon full satisfaction of any such judgment, it shall be the duty of the Association, by an authorized officer thereof, to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(b) At any time within thirty (30) days after the delinquency of any assessment (including regular, special or other as specified in Sections 3 and 4 herein), the Association may give notice to the defaulting owner, which said notice shall state the date of the delinquency, the amount of the delinquency, the late fee and the interest charge for such delinquency, and make a demand for payment thereof. If such delinquency, late fee and interest is not paid within thirty (30) days after delivery of such notice, the Association may elect to file a claim of lien against the lot of such delinquent owner. Such claim of lien shall state (1) the name of the delinquent owner or reputed owner, (2) a description of the lot against which claim of lien is made, (3) the amount claimed to be due and owing (with any proper off-set allowed), (4) that the claim of lien is made by the Association pursuant to the terms of these restrictions (giving the date of execution and the date, book and page reference of the recording hereof in the Office of the Recorder of the County of Contra Costa), and (5) that a lien is claimed against said described lot in an amount equal to the amount of the stated delinquency plus interest and late fees as applicable. Any such claim of lien shall be signed and acknowledged by an authorized officer of the Association. Upon recordation of a duly executed original or copy of such claim of lien by the Recorder of the County of Contra Costa, the lien claimed herein shall immediately attach and become effective as a "continuing" lien covering all subsequent delinquencies and attendant penalties. Any such lien may be foreclosed by the Association, its attorney, or any other person authorized by the Association, either by appropriate action in court or in the manner provided by law for the foreclosure of a mortgage under power of sale. In the event such foreclosure is by action in court, reasonable attorney's fees shall be allowed to the extent permitted by law. In the event such foreclosure is by non-judicial sale under power of sale, any authorized officer of the Association conducting said sale shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. A certificate of sale shall be executed and acknowledged by an authorized officer of the Association or by the person conducting the sale. A deed upon foreclosure shall be executed in like manner.

The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien or pursue both remedies without waiving the right to either remedy until

(b) Residential Lease (Rental Agreement): Any lease or rental of a residence shall provide that its terms are subject to all respects to this Declaration, the Bylaws, the rules and regulations of the Association, and the resolutions of the Board, that any failure of the lessee to comply with the terms of the foregoing shall be a default under the lease, and that the Association as a third party beneficiary, as an assignee, as an agent, as a party, as a trustee and as an attorney-in-fact under an irrevocable special power of attorney may take action to evict the defaulting tenant under any of the remedies provided by California statute that are available to the owner of the unit. A copy of the Declaration, Bylaws and all Association rules and regulations shall be provided by the Owner to the Lessee at the time a lease is executed.

Section 2. Signs. No Owner or resident of a Lot shall post any advertisements, signs, or posters of any kind on the Lot, except for one sign of customary and reasonable dimensions (18"x24") advertising such Lot for sale, for lease, or for rent. No signs may be placed in the Common Area unless specific permission has been granted by the Board of Directors.

Section 3. Pets/Animals.: No animals, livestock, reptiles or poultry shall be kept by a homeowner except that usual or ordinary domestic animals may be kept as household pets within any yard, provided they are not kept, bred, or raised for commercial purpose, or in unreasonable numbers.

Section 4. Antennas.: No Owner or his/her tenant shall be permitted to install on the exterior of his/her building any radio or television antenna or other equipment or other fixtures or items of any kind, except as authorized by the Association.

Section 5. Parking. All parking of boats, trailers, motor vehicles or other objects of Owners, his/her family members, contract purchasers, guests or invitees, tenants, shall be subject to parking rules, regulations and policies duly adopted by the Board of Directors and currently in effect.

Section 6. Improvements. No person other than the Association or its duly authorized agent shall construct, reconstruct, refinish, alter or maintain any improvement upon, or make or create any excavation or fill upon, or change the natural or existing drainage of, or destroy or remove any tree, shrub or other vegetation from the Common Area or plant any tree, shrub, or other vegetation thereon. No personal property shall be stored on any part of the Common Area.

Section 7. Business/Commercial Activities. No business shall be established, maintained, operated, carried on, permitted or conducted on the Properties or any part thereof which results in visible external evidence thereof, including, but not limited to, extra visitors on business or traffic, signs, advertisements, etc.

ARTICLE VII  
MAINTENANCE/REPAIR OBLIGATIONS

A. Association's Obligations

Common Area Maintenance. The Association shall maintain, or provide for the Common Areas and all improvements of whatever kind and for whatever purpose, including recreational facilities located thereon in good order and repair, and shall likewise maintain or provide for the maintenance of utility laterals, Common Area fences, and the interior and exterior of the recreation buildings and all of the utility buildings. In addition to the above-described building maintenance, the Association shall provide all necessary landscaping and gardening to generally maintain and periodically replace, when necessary, grass and vegetation in the Common Areas and shall maintain the same in a neat and attractive manner.

B. Owner's Obligations

Each Owner shall, at his/her sole cost and expense, do the following:

1. Maintain and repair the exterior of his/her residence, keeping the same in good condition and making all structural repairs as they may be required;

2. Maintain his/her Lot, keeping the same in good condition and replacing and maintaining all landscaping as needed to keep his/her Lot neat and attractive;

3. The Owner of each Lot shall be legally liable to the Association for all damages to the Common Area or to any improvements thereon or thereto, including but not limited to the buildings, recreation facilities and landscaping, caused by such Owner or any occupant of such Owner's Lot.

ARTICLE VIII  
INSURANCE

Section 1. Coverage. The Association shall have the power and the obligation to:

(a) insure and to keep insured all buildings, improvements and fixtures of the Common Areas against loss or damage by fire for the full insurable replacement cost (100%) thereof; and it may obtain insurance against such other hazards hereto as it may deem desirable. The Association may also insure any property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as the Trustee for the Lot Owners in their respective percentages of ownership interest in the Common Areas as established by this Declaration. Premiums for all of the foregoing insurance carried by the Association is a common expense included in the assessments or charges made by the Association. The insurance

proceeds shall be used by the Board for repair or replacement of the property for which the insurance was carried or otherwise disposed of as hereinafter provided.

(b) obtain liability insurance insuring the Association against any liability to the public or to any owner, their invitees or tenants incident to their occupation and/or use of the common area and the lots in a combined personal injury and property damage coverage of liability not less than \$500,000.00 for each occurrence (such limits and coverage to be reviewed at least annually by the Association and increased in its discretion).

(c) obtain Workers Compensation Insurance to the extent necessary to comply with any applicable laws, and any other insurance deemed necessary to the Board of Directors of the Association.

(d) obtain a standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in such amounts as the Board of Directors may determine advisable from time to time.

## ARTICLE IX POWERS AND AUTHORITY OF THE ASSOCIATION

### Section 1. General Powers and Limitations

(a) The Association shall have all of the powers set forth in the Articles, and Bylaws together with its general powers as a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of California may lawfully do in operating for the benefit of its members, to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the Owners and guests of DANVILLE STATION, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and in these revised Covenants, Conditions and Restrictions.

(b) The Board of Directors of Association shall have the right to adopt reasonable rules, not inconsistent with the covenants contained in this Declaration, and to amend the same from time to time, relating to the use of the Common Area and the recreational and other facilities situated thereon by Owners and by their tenants or guests, and the conduct of such persons with respect to automobile parking, outside storage of boats, trailers, bicycles and other objects, disposal of waste materials, drying of laundry, control of pets, and other activities which, if not so regulated, might detract from the appearance of the community or offend or cause inconvenience or danger to persons residing or visiting therein. Such rules may provide that the owner of a Lot whose occupant leaves property on the Common Area in violation of the rules, may be assessed to cover the expense incurred by the Association in removing such property and storing or disposing thereof.

(c) Impose fines and penalties for violation of the conditions, covenants and restrictions set forth in this Revised Declaration, upon reasonable notice to homeowners (see Article IV, Section 4(a)).

(d) The Association shall have the power and authority at any time, and from time to time, without liability to any Owner, to enter upon any Lot and the exterior of any dwelling unit, fence or wall as provided herein under "Right of Entry" for the purpose of maintaining and repairing any such area.

(e) The Association shall also have the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owners or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the DANVILLE STATION Declaration of Covenants, Conditions and Restrictions and to enforce, by mandatory injunction or otherwise, all of the provisions of the DANVILLE STATION Declaration of Covenants, Conditions and Restrictions. The Association shall be entitled to reimbursement for attorney's fees and costs incurred in any legal action deemed necessary by the Board to enforce these Covenants, Conditions and Restrictions, including attorney's demand letters to homeowner to cease a CC&R violation.

#### ARTICLE X

#### OWNERS OBLIGATION RE: SALE OR LEASE OF PROPERTY

#### Section 1. Notification Upon Sale or Lease of a Lot or Residence.

(a) Sale. At least ten (10) days prior to the consummation of any sale or other transaction which will result in a change in the record ownership of the fee interest in a Lot, the transferring Owner/s shall provide the following information to the Association in writing:

- (i) the name of each transferor and transferee;
- (ii) the Lot number and street address of the Residence to be transferrer;
- (iii) the mailing address of each transferee;
- (iv) the name and address of the escrow holder, if any, for such transfer and the escrow number; and
- (v) the proposed date for consummation of the transfer.

(b) Lease. No later than five (5) days after the execution of a lease on a Residence and, in all circumstances, at least three (3) days prior to providing a lessee with possession of a Residence, the lessor (whether an Owner or prior lessee) shall provide the Association with an executed copy of the lease and the following information in writing:

- (i) the name of each lessor and each lessee;
- (ii) the Lot number and street address of the Residence to be leased;
- (iii) the mailing address of each lessee;
- (iv) the commencement and termination dates of the Lease; and
- (v) the names of all persons who will occupy the residence under the Lease.

(c) Effect of Failure to Notify. Until such time as the Association receives the notice required hereinabove, a transferee or lessee shall be deemed to have received any notice or other communication required or permitted to be given by the Association hereunder which is duly given to his transferor or lessor.

Section 2. Obligation of Owners.

(a) Compliance of Lessee. An Owner who leases his/her Residence to any person or entity shall be responsible for assuring compliance by his lessee with this Declaration, including all easements, reservations, assessments, liens and charges created in accordance with this Declaration, all as amended and supplemented from time to time.

(b) Transfer of Responsibility for Delinquent Assessments. Upon the conveyance, sale assignment or other transfer of a Lot to a new Owner, the transferring Owner shall not be liable for any assessments levied with respect to such Lot after the date of such transfer, and no person, after the termination of its status as an Owner and prior to its again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of an Owner under this Declaration. The voluntary conveyance of a Lot to a new Owner, however, will not extinguish any obligation for unpaid assessments against said Lot being conveyed.

(c) Severability of Membership and the Association from Ownership of a Lot. No purchaser or owner of any Lot shall convey his interest in any such Lot without simultaneously conveying his interest in the Association, and no member of the Association shall convey, transfer, sell, assign or otherwise dispose of his membership rights in the Association without at the same time conveying, selling and transferring his interest in the Lot to which his membership attaches, and the membership shall be transferred only to a new Owner or purchaser of the Lot to which membership is attached. Further, tenant/s of an Owner shall not be a member of the Association, but the tenant/s of the Owner shall have the right to use, and have access to, the facilities owned by the Association.

ARTICLE XI  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the rights to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty

(20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be properly recorded to be effective.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of sixty percent (60%) of the lot owners.

Section 5. Use of Recreational Facilities. The Association shall have the right to establish and enforce rules governing the use of the recreational facilities.

Section 6. Power or Right to Sell, Transfer or Encumber. The Association shall not have the authority, right or power to either sell, transfer or grant an easement to the Common Area or any part thereof, except upon the prior written approval of at least two-thirds (2/3) of the Lot Owners.

Section 7. Maintaining Books of Account and Records. The Association shall maintain books of account and records of accounts concerning the revenues, receipts and disbursements and general operations of the Association. Upon at least fifteen (15) days' prior written notice, each Lot Owner and each First Mortgagee of a Lot hereunder, shall have the right to reasonably inspect said books and records.

Section 8. Authority to Engage and Pay for Services. The Association shall have the authority to engage and pay for the services of a person or firm to manage its affairs and such other personnel as the Board of Directors shall determine are necessary or proper for the performance of its or their functions of operation of the Properties; provided, however, that the maximum term of such Agreement shall be one year.

Section 9. Maintaining Adequate Reserves. The Association shall, at all times, maintain adequate reserves to pay for the maintenance and repairs and capital improvements otherwise described in this Revised Declaration.

Section 10. Indemnification of Officers, Board Members, Committee Members and Other Volunteers. No member of the Board or any committee of the Association, nor any officer of the Association, nor the Manager, if any, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager or any other representative of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith and without malice. The Association shall indemnify such person or entity for all reasonable costs, including

attorney's fees, incurred in the defense of such action, including any settlement thereof when such action did not arise out of the willful misconduct of such person.

"IN WITNESS WHEREOF, we being the President and Secretary of the DANVILLE STATION HOMEOWNERS ASSOCIATION have hereunto set our hands this 17th day of MARCH, 1990.

  
President

  
Secretary

(WP:BG768)  
(11/22/89)

AFFIDAVIT

The undersigned hereby declare under penalty of perjury that the foregoing is true and correct. We are the duly elected and acting President and Secretary of DANVILLE STATION HOMEOWNERS ASSOCIATION, a California Corporation; and the foregoing is a true copy of the Revised Declaration of Covenants, Conditions and Restrictions which have been properly approved by at least seventy-five percent (75%) of the lot owners of DANVILLE STATION HOMEOWNERS ASSOCIATION on or about the 17th day of March, 1989. 1990

Signed Stephen R. Thompson President

Signed Judith A. Daugherty Secretary

ACKNOWLEDGMENT

State of California )
County of Contra Costa ) SS

On this 17th day of March, 1990 before me, personally appeared Stephen R. Thompson (President) and Judith A. Daugherty (Secretary) known to me to be the President and Secretary of the Corporation therein, who subscribed their names to the within Danville Homeowners Association and acknowledged to me that such corporation executed the same pursuant to a Resolution of its Board of Directors.

Executed and sealed by me at East Bay Area, California on March 17, 1990 Notary Public in and for said County and State.

[SEAL]

Linda Stepanovich Notary Public



(WP:BG768)
(11/22/89)

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On this 19th day of March in the year 1990 before me, Judith A. Daugherty, a Notary Public, State of California, duly commissioned and sworn, personally appeared Judith A. Daugherty personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to this instrument, and acknowledged that she executed it. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Contra Costa County of California on the date set forth above in this certificate.



Linda Stepanovich Notary Public, State of California

My commission expires August 27, 1993

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