

BYLAWS  
OF  
CALIFORNIA GARDENS  
AN ASSOCIATION OF TENANTS-IN-COMMON

ARTICLE I

The Organization

CALIFORNIA GARDENS HOMEOWNERS' ASSOCIATION, an association of tenants-in-common (hereinafter referred to as "Homeowners' Association"), is an organization consisting solely of the Owners, as tenants-in-common, of that Condominium Project known as CALIFORNIA GARDENS.

ARTICLE II

Location

The Homeowners' Association shall have its principal office at the Project in the City of Walnut Creek, County of Contra Costa, State of California, or at such other office within said City as the Board of Governors of the Homeowners' Association may determine or as the affairs of the Homeowners' Association may require from time to time.

ARTICLE III

Purposes

The purposes of the Homeowners' Association shall be those set forth in the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for CALIFORNIA GARDENS (hereinafter called "Restrictions") and to carry out, exercise, discharge, operate, manage and enforce for the mutual benefit of the Homeowners' Association and all of the tenants-in-common the provisions of such Restrictions as recorded in the Office of the Recorder of the County of Contra Costa, State of California, as the same may, from time to time, be amended and supplemented, and the provisions of these Bylaws, as the same may, from time to time, be amended,

regarding the management, administration, maintenance, preservation, repair and operation of the real property, together with all Condominiums, including the Common Area and Units, known as CALIFORNIA GARDENS in the County of Contra Costa, State of California, as described in the Restrictions, and such additions thereto as are hereafter Merged with said property.

#### ARTICLE IV

##### Definitions

The names, words and phrases used herein shall have the same meaning as set forth in the Restrictions, and the definitions therein contained are hereby incorporated herein by this reference.

#### ARTICLE V

##### Applicability

The provisions of these Bylaws are applicable to the Project, its operation, occupancy, ownership, maintenance and use, and to all present and future Owners, members of their families, tenants, guests and invitees and to any other person or persons who may use the Project or its facilities in any manner. The acceptance of a deed to any Condominium and/or the entering into occupancy or the use of any Condominium in the Project shall constitute (1) an acceptance and ratification of these Bylaws and Restrictions and (2) an agreement to be bound by and comply with the provisions of these Bylaws, the Association Rules and the Restrictions as any or all may, from time to time, be amended.

#### ARTICLE VI

##### Membership

(a) Every Owner, as a tenant-in-common, shall automatically upon becoming such Owner of a Condominium become a Member of the Homeowners' Association and shall remain a Member thereof until such Owner shall cease to be an Owner. The foregoing is not intended to include persons or entities who hold such an interest in a Condominium merely as security for the performance of an obligation. Except as otherwise provided in the Restrictions and these Bylaws, each Owner shall be subject to and shall comply with each and all of the provisions of these Bylaws and the Restrictions as the same or any or all of them may, from time to time, be amended. Declarant shall be deemed

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**DAVIS, CRAIG & YOUNG**

PROFESSIONAL CORPORATIONS

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the Owner of all Condominiums retained or unsold by Declarant.

(b) Membership is appurtenant to the Condominiums. The Membership of each Owner in the Homeowners' Association is for the benefit of and appurtenant to the Condominium to which it relates and, consequently, Membership may not be separated from the Ownership of such Condominium.

## ARTICLE VII

### Homeowner Meetings and Voting

(a) Meetings of the Members shall be held within the Project or at a meeting place as close thereto as possible. Unless unusual conditions exist, Members' meetings shall not be held outside Contra Costa County.

(b) Written notice of regular and special meetings of the Members shall be given to the Members by the Board by posting a notice in a conspicuous place in the Common Area and sending a copy thereof to each Owner. Except in emergency situations, at least ten (10) days' notice of any meeting shall be provided. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

(c) There shall be a meeting of the Owners on the second Tuesday of March of each year at 8:00 p.m., upon the Common Area or at such other reasonable place or time [not more than sixty (60) days before or after such date] as may be designated by the Board.

(d) Voting of the Members shall be as established in the Restrictions.

(e) If any duly noticed meeting of the Owners cannot be held because a quorum is not achieved, the Owners who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than five (5) days, nor more than thirty (30) days, from the time the original meeting was called, at which subsequent meeting one-third (1/3) of the voting power of each Class of Members shall constitute a quorum; provided, however, that prior notice of the new meeting day must again be given all Owners, setting forth the lower quorum requirement.

ARTICLE VIII

Assessments

The Assessments applicable to the Owners as tenants-in-common shall be as specified in the Restrictions.

ARTICLE IX

Board of Governors

(a) Board Members. The Board shall consist of five (5) Owners.

(b) Election. The Board shall be elected as provided in ARTICLE IV of the Restrictions, each member serving for a term of one (1) year or until their respective successors are elected or until their death, resignation or removal, provided, however, that if any member ceases to be an Owner, his membership on the Board shall thereupon terminate.

(c) Resignation, Removal and Vacancy. Resignations, removals and vacancies on the Board shall be controlled as specified in ARTICLE IV of the Restrictions.

ARTICLE X

Proceedings of the Board

(a) Place of Meetings. All meetings of the Board shall be held at the Project or, if such is impossible due to an emergency, within the County of Contra Costa, State of California, designated at any time by resolution of the Board or by written consent of the members of the Board.

(b) Organization Meeting. The first meeting of the duly elected Board shall be held within ten (10) days of their election.

(c) Regular Meetings. Regular meetings of the Board may be held at such time and place in the Project as shall be determined from time to time by a majority of the Board, provided that no less than ten (10) such regular meetings shall be held during the fiscal year. Notice of such regular meetings shall be given to each Board member, personally or by mail, telephone or telegraph, at least

three (3) days prior to the date named for such meeting, unless such notice is waived.

(d) Notice to Owners. Notice of the time and place of all regular meetings of the Board shall be posted at a prominent place or places within the Common Area, not less than three (3) days prior to the date named for each such meeting.

(e) Special Meetings and Notices Therefor. Special meetings of the Board may be called for any purpose and at any time by written notice signed by the Chairman or, if he is absent or unable or refuses to act, by any Vice Chairman or by any two (2) Board members. Written notice of the time and place for such special meetings shall be delivered personally to each Board member or sent to each Board member by letter or by telegram, postage charges prepaid, addressed to him at his address as it is shown on the records of the Homeowners' Association. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company at or near the place in which the principal office of the Homeowners' Association is located, and posted in the manner prescribed in paragraph (d) above, at least seventy-two (72) hours prior to the time of the holding of such special meeting. In case such notice is personally delivered to any Board member as provided above, it shall be so delivered at least seventy-two (72) hours prior to the time of the holding of such special meeting. Any mailing, telegraphing or delivering as above provided shall be due, legal and personal notice to each such Board member. In any emergency situation, the Board may dispense with all of the foregoing notice requirements and immediately hold a meeting, provided a quorum is present and provided further that waivers of notice are obtained from those Board members not present, as provided in paragraph (f) below.

(f) Waiver of Notice by Board Members. In an emergency situation, the transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if either before or after such meeting each of the Board members not present executes a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Homeowners' Association or made a part of the minutes of the meeting.

Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Board members are present at any meeting of the Board, no notice to the Board members shall be required and any business may be transacted at such meeting.

(g) Open Meetings. Regular and Special meetings of the Board shall be open to all Owners, provided, however, that only Board members may participate in any deliberation or discussion unless the Owners are expressly authorized to so participate by the vote of a majority of a quorum of the Board.

(h) Executive Session. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Homeowners' Association is or may become involved and similar matters. The nature of business to be conducted in executive session shall be announced in the open meeting.

(i) Quorum. At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and the acts of a majority of the Board present at a meeting at which a quorum is present shall constitute the acts of the Board.

(j) Adjournment. A quorum of the Board members may adjourn any Board meeting to meet again at a stated day and hour. In the absence of a quorum, a majority of the Board members present may adjourn from time to time to meet again at a stated day and hour prior to such time as may be fixed for the next regular meeting of the Board. The motion for adjournment shall be recorded in the minute book, and notice of the time and place of the adjourned meeting need not be given to any Governor present at the meeting adjourned if the time and place be fixed at the meeting adjourned.

(k) Action Without a Meeting. In an emergency situation, any action required or permitted to be taken by the Board may be taken without a meeting, if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Board members.

## ARTICLE XI

### Officers

(a) Enumeration. The officers of the Homeowners' Association shall be a Chairman, a Vice Chairman, a Secretary, a Treasurer and such other officers as are elected by the Board including, in its discretion, assistant officers. When the duties do not conflict, any two (2) offices except those of Chairman and Secretary may be held by the same person. The Chairman, Vice Chairman, Secretary and Treasurer must each be a Board member; other officers need not be Board members.

(b) Election and Tenure. Except with respect to (1) the officers elected by the initial Board, and (2) subordinate officers described in ARTICLE XI (c) hereof, the officers of the Homeowners' Association shall be elected annually by the Board at the annual organization meeting of the Board, provided that assistant and subordinate offices provided for herein may be filled at any meeting of the Board. Each officer shall hold office until his successor shall have been elected and shall have been qualified. The creation of offices not provided for herein must have the prior approval of a majority of a quorum of both Classes of the Owners; the foregoing does not apply to the establishment of committees of Members.

(c) Subordinate Officers. The Board may, from time to time, appoint such other officers as are necessary for the management and administration of the Homeowners' Association, including a Manager, each of whom shall hold such office and shall have such authority and shall perform such duties as are set forth in the Restrictions and as the Board may from time to time determine.

(d) Removal and Resignation. Any officer elected or appointed by the Board may be removed by a majority of the Board whenever in their judgment the best interests of the Homeowners' Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Any officer may resign at any time by giving written notice to the Board or to the Chairman or to the Secretary of the Homeowners' Association. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(e) Vacancy. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired term of the officer replaced.

(f) Chairman of the Board. The Chairman of the Board shall, if present, preside at all meetings of the Owners and of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board. He shall be the principal executive officer of the Homeowners' Association and shall, subject to control of the Board, supervise, direct and control all of the business and affairs of the Homeowners' Association and the officers thereof. He may sign, together with the Secretary or any other officer of the Homeowners' Association duly authorized by the Board, any deeds, mortgages, bonds, contracts, agreements or other instruments which the Board has authorized to be executed, except in such case where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws, the Restrictions, or by statute to some other officer or agent of the Homeowners' Association, and shall have all the general powers and perform all the duties usually vested in the principal executive officer of an organization.

(g) Vice Chairman. In the absence of the Chairman or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting shall have all the powers and be subject to all the restrictions upon the Chairman. The Vice Chairman shall have such other powers and perform such other duties as from time to time may be assigned to him by the Chairman or by the Board.

(h) Secretary. The Secretary shall keep the minutes of all meetings of the Owners and of all meetings of the Board in one or more books provided for that purpose. He shall cause all notices to be duly given to the Owners and to the members of the Board in accordance with the provisions of these Bylaws and the Restrictions or as otherwise required by law. He shall be the custodian of the Homeowners' Association records. He shall keep a register of the post office address of each Owner and the Homeowners' Association Board members and its officers and shall perform all duties incident to the office of Secretary and such other duties as may be required of him by the provisions of these Bylaws, the Restrictions or as, from time to time, may be assigned to him by the Chairman or by the Board, including but not limited to the filing, recordation and issuance of any notice, document, certificate or other

instrument described in the Restrictions or these Bylaws.

(i) Treasurer. As required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall have charge and custody and be responsible for all funds, securities and proceeds collected or owned or received by the Homeowners' Association. He shall receive and give receipts for monies due and payable to the Homeowners' Association from any source whatsoever and deposit all such monies in the name of the Homeowners' Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws and the Restrictions. He shall keep and maintain the Assessment rolls and the accounts of the Owners, keep and maintain the books of the Homeowners' Association in accordance with generally accepted accounting principles and shall perform all other duties incident to the duties of the office of Treasurer and such other duties as, from time to time, may be assigned to him by the Chairman or by the Board.

(j) Assistant Treasurers and Assistant Secretaries. If required by the Board, any Assistant Treasurer shall give bonds for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. Any Assistant Treasurer and Assistant Secretary, in general, shall perform such duties as shall be assigned to them by the Treasurer or Secretary or by the Chairman or by the Board.

(k) Compensation. The compensation for all officers and employees of the Homeowners' Association shall be fixed by the Board. There shall be no compensation paid for serving as a Board member or officer, provided that reasonable out-of-pocket expenses may be reimbursed.

(l) Tribunal Committee. The Board may appoint a Tribunal Committee, consisting of three (3) Owners, and may delegate to such Committee its power to call and conduct such hearing and the imposition of Enforcement Assessments.

If the Tribunal Committee imposes an Enforcement Assessment, the assessed Owner shall have the right to appeal to the full Board by written request to the Board issued within ten (10) days of the decision of the Tribunal Committee; the Board shall then hear the matter at its next regular or special meeting.

(m) Delegation to Manager. The Board by majority vote may delegate any of its duties, powers and functions, as well as any of the duties, powers and functions of any of the officers of the Association, to any independent professional management person or firm to act as Manager, provided that any such delegation shall be revocable by the Board. The members of the Board shall not be liable in excess of any insurance coverage provided by the Association for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

No management agreement with such Manager shall be for a period longer than one (1) year without the written approval or vote of fifty-one percent (51%) of each Class of Owners, and any such employment agreement shall be terminable for cause in not more than thirty (30) days, as determined by the Board.

Any management agreement for a Manager as herein provided shall specify the duties, powers and functions of the Board and officers which have been delegated to the Manager, the extent of such delegation, and shall clearly establish the duties, powers and functions and compensation of the Manager. Such agreement shall also establish a reasonable procedure for reporting by the Manager to the Board, and shall specify which officer(s) or Governor(s) have sole authority to direct the Manager in day-to-day operations and emergency situations, providing centralized direction and authority; all complaints by the Board, the officers, and the Owners shall be communicated to the Manager through such designated officer(s) or Governor(s). Prior to execution of any management agreement by any officer as provided in ARTICLE IX hereof, the proposed agreement must be approved in a resolution passed by a majority of the Board.

(n) Other Committees. There may also be such other Committees as shall be determined from time to time by the Board, consisting of those persons who may be selected therefor and invited to become members thereof by the Board, and having such powers and duties as may be delegated by the Board. Any such Committee shall exist and the members thereof shall serve at the pleasure of the Board.

## ARTICLE XII

### Books, Records and Funds

(a) Place of Keeping. The books, records and

papers of the Homeowners' Association shall be kept at the principal place of business of the Homeowners' Association, and shall at all times during reasonable business hours be subject to the inspection by any Owner or his representative if such representative be an attorney or an accountant. The Board shall establish reasonable rules with respect to notice of inspection required from an Owner, hours and days of the week inspection may be made and copying costs. All members of the Board shall have an absolute right to inspect and copy the books, records, etc., at any time and make copies thereof.

(b) Annual Reports. The annual report of the Board shall be as set forth in the Restrictions. In addition, a balance sheet and operating statement as of the last day of the sixth (6th) month from the month the first Condominium was conveyed to an Owner other than Declarant shall be prepared and distributed to each Owner, together with a copy of the Assessment roll for that period.

(c) Fiscal Year. The fiscal year of the Board shall be a calendar year, unless otherwise determined by the Board by resolution.

(d) Assessment Rolls. Assessment rolls shall be maintained in a set of accounting books in which there shall be an account for each Condominium within the Project. Such account shall designate the Condominium number, its Owner, the amounts of any or all Assessments and delinquencies with respect to the said Owner and his Condominium, the dates and amounts in which Assessments become due, the amounts paid upon accounts thereof and the balance due upon any Assessment. The Assessment Rolls shall be revised after Merger as set forth in the Restrictions.

(e) Checks, Drafts, etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Homeowners' Association shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board.

(f) Contracts. The Board, except as otherwise provided in these Bylaws and the Restrictions, may authorize any officer, manager, agent or employee to enter into any contract or execute any instrument in the name of or on behalf of the Homeowners' Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, manager, agent or employee shall have any power or authority to bind the Homeowners' Association or Board by any contract, agreement

or engagement or to pledge the credit of the Homeowners' Association or to render the Homeowners' Association liable for any purpose or to any amount.

No contract with any person or entity to supply or furnish the Homeowners' Association with goods or services shall exceed one (1) year unless the written consent or vote of fifty-one percent (51%) of each Class of Owners has been obtained, except for contracts with a public utility service regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate and prepaid casualty and/or liability insurance policies not over three (3) years' duration (which policies must permit short-rate cancellations).

(g) Deposits. Any funds of the Homeowners' Association shall be deposited from time to time to the credit of the Homeowners' Association in such banks, savings and loan associations or other depositories as the Board may select in accordance with the provisions of the Restrictions.

(h) Gifts. The Board may accept on behalf of the Homeowners' Association any contribution, gift, bequest or devise for any general or special purpose of the Homeowners' Association.

### ARTICLE XIII

#### Powers and Duties of the Board

(a) Powers. All of the powers of the Homeowners' Association shall be exercised by the Board as provided in the Restrictions. The powers of the Board include those specifically stated in the Restrictions and all powers reasonably necessary to carry out the duties of the Board, as provided in the Restrictions. The Board shall have no power to do any act contrary to the requirements of the Restrictions or these Bylaws.

(b) Duties. The duties of the Board shall be to manage and administer the affairs of the Project as provided in the Restrictions, to enforce the Restrictions, to adopt Association Rules pursuant thereto and to enforce them and impose and collect Enforcement Assessments for violations.

## ARTICLE XIV

### Rules, Regulations and Enforcement Assessments

(a) Procedure for Adoption. The Board, as authorized in Article V of the Restrictions, may adopt Association Rules concerning the Common Area and Units. Any such Association Rules shall have prospective application only and shall not apply retroactively. No Association Rules shall be effective unless in writing. A copy of all Association Rules in effect shall be regularly posted in a conspicuous place on the Project. No Association Rules shall take effect sooner than ten (10) days from the date of adoption by the Board, provided that if the Board unanimously agrees that the rule or regulation is an urgency measure, and so states in the resolution adopting it, it may take effect on the date of adoption. No Association Rule shall subject an Owner to an Enforcement Assessment unless a copy thereof has been regularly posted, as indicated above, or delivered to such Owner. A current copy of the Association Rules shall be supplied any Owner upon the Board's receipt of written request therefor. The Owners may, at a special meeting called for that purpose by a fifty-one percent (51%) vote of each Class of the Owners, rescind and nullify any Association Rule adopted by the Board.

(b) Imposition of Enforcement Assessments. No Enforcement Assessment shall be imposed by the Board or the Tribunal Committee for violation of the Restrictions, Bylaws or Association Rules unless the party to be assessed has received at least ten (10) days' advance notice of a hearing by the Board or the Tribunal Committee. Such notice shall be in writing and shall specify the time and place of the hearing and the matters to be discussed thereat. At such hearing, the person alleged to have violated the foregoing shall be permitted to present evidence in his own behalf and to call witnesses to controvert the allegations against him. Evidence of a violation of the Association Rule shall be presented at such hearing by the complaining parties, and the Board or the Tribunal Committee shall determine whether or not a violation has occurred and, if so, what Enforcement Assessment should be imposed. The foregoing notice and hearing requirements shall also apply to Special Assessments.

## ARTICLE XV

### Miscellaneous

(a) Conflicts. If there are any conflicts or inconsistencies between the provisions of the Restrictions

and these Bylaws or the Association Rules, the terms and provisions of the Restrictions shall prevail. If there are any conflicts or inconsistencies between the provisions of the Bylaws and the Association Rules adopted by the Board, the terms and provisions of the Bylaws shall prevail.

(b) Amendments to Bylaws. These Bylaws may be amended by the vote of a majority of both Classes of Members at a meeting duly held for such purpose, provided that wherever a paragraph hereof specifies a higher percentage vote that paragraph may not be amended with less than the percentage of votes required under such paragraph. Material amendments to these Bylaws shall also require the prior written consent of the Special Mortgagees referred to in Article XVI of the Restrictions, if applicable.

(c) Inspection of Bylaws. The Board shall keep in its principal office a true and correct copy of these Bylaws as the same may, from time to time, become amended, which shall be open to inspection by the Owners at all reasonable times during office hours.

(d) Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of the Homeowners' Association and Board meetings when not in conflict with the Restrictions or these Bylaws or with the statutes of the State of California.

(e) Notice and Waiver of Notice. Whenever any notice is required by these Bylaws to be given, personal notice is not meant unless it is expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed and post-paid wrapper, addressed to the person entitled thereto at his last known post office address, and such notice shall be deemed to have been given forty-eight (48) hours after such mailing. Any notice required to be given by these Bylaws may be waived by the person entitled thereto.

(f) Gender. As used herein, masculine pronouns shall include feminine pronouns where appropriate and the singular shall include the plural where appropriate.

CERTIFICATION

I hereby certify that I am the duly elected and acting Secretary of California Gardens Homeowners' Association, an association of tenants-in-common, and that the foregoing Bylaws constitute the original Bylaws of the Homeowners' Association, duly adopted at a meeting of the Board thereof held on the 12 day of May, 1978, and that they do now constitute the Bylaws of said Homeowners' Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 12 day of May, 1978

Ju Reid  
Secretary

ATTEST:

Dayton Leek  
Chairman

recorded at the request of:  
California Gardens Homeowners Assoc.  
After recordation return to:  
Girard & Griffin  
1934 Contra Costa Boulevard  
Pleasant Hill, CA 94523

87-142160

RECORDED AT REQUEST OF  
*Calif Gardens Homeowners*  
JUL - 2 1987

AT 12 O'CLOCK  
CONTRA COSTA COUNTY RECORDS  
J.R. OLSSON  
COUNTY RECORDER  
FEE \$ *14.00*

BOOK 13750 PG 281

CERTIFICATE OF AMENDMENT  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
CALIFORNIA GARDENS HOMEOWNERS ASSOCIATION  
(CIVIL CODE SECTION 1355)

THIS AMENDMENT TO the Declaration of Covenants, Conditions and Restrictions, which was recorded on May 12, 1978, Book 8835, Page 361 and following, of the Contra Costa County Official Records, is amended by the undersigned "Declarant", as follows:

CC&R Article XV, Section 4, is amended to change the required percentage of voters needed to amend the CC&Rs from 75% to 51%, and the first paragraph of Article XV now reads as follows:

Section 4. Amendment. Except as otherwise provided herein, the provisions of these Restrictions may be amended by an instrument in writing signed and acknowledged by record owners holding fifty-one (51) per cent of each class of votes hereunder, which amendment shall be effective upon recordation in the Office of the Recorder of the County of Contra Costa.

IN WITNESS WHEREOF, this Certificate of Amendment to the Declaration is executed by the President and the Secretary of the Association.

*William Barron*  
\_\_\_\_\_  
William Barron, President  
*Regina Scheiding*  
\_\_\_\_\_  
Regina Scheiding, Secretary

We hereby certify and declare, under penalty of perjury, that the foregoing Amendment has been approved by the percentage of owners required by the Declaration.

Executed at Concord, CA., on the 10 day of JUNE, 1987.

*William Barron*  
\_\_\_\_\_  
William Barron, President  
*Regina Scheiding*  
\_\_\_\_\_  
Regina Scheiding, Secretary