

RESTATED DECLARATION
OF
COVENANTS, CONDITIONS & RESTRICTIONS

BOLLINGER HILLS HOMEOWNER ASSOCIATION
(AKA TWIN CREEKS HILLS VIEW
HOMES ASSOCIATION)

THIS RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SUPERSEDES ALL PRIOR RECORDED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS AND SUPPLEMENTS OR AMENDMENTS THERETO, INCLUDING BUT NOT LIMITED TO THOSE RECORDED IN THE OFFICIAL RECORDS FOR CONTRA COSTA COUNTY, AS FOLLOWS:

Declaration of Covenants, Conditions, and Restrictions recorded August 8, 1980, Document No. 8095837, at Book 9947, Page 742 and any and all subsequent Amendments thereto, including, but not limited to, the following Amendments: September 2, 1980, at Book 9981, Page 978; February 21, 1989, Document No. 89-31995; and September 25, 1990, as Document No. 90-201010; and Declaration of Annexation recorded April 14, 1986 as Document No. 86 54935.

The undersigned hereby certify that they are the President and Secretary, respectively of the association, **BOLLINGER HILLS HOMEOWNER ASSOCIATION**, and are authorized by the Board of Directors to execute this Restated Declaration.

This development is a planned development as defined by Civil Code §1351(k) to be administered by the Association named above, for the subdivisions and properties more particularly described on Exhibit A.

WHEREAS, the Association has heretofore been incorporated under the laws of the State of California as a non-profit mutual benefit corporation, **BOLLINGER HILLS HOMEOWNER ASSOCIATION**, for the purposes of exercising the functions hereinafter described; and,

WHEREAS, Covenants, Conditions, Restrictions, reservations, servitudes, easements and liens which affect the subject properties and which provide for amendment have heretofore been recorded; and,

WHEREAS, the requisite percentage of Lot Owners have approved this Restated Declaration of Covenants, Conditions, and Restrictions; and,

WHEREAS, this Corporation hereby establishes these Restated Covenants, Conditions and Restrictions for the benefits of the Owners of all Lots at **BOLLINGER HILLS**;

NOW, THEREFOR, this Association and Owners/Members hereby declare 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 rights, 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. “**Architectural Committee**” means and refers to the committee of persons appointed and acting pursuant to Article V of this Declaration.

Section 2. “**Association**” means and refers to **BOLLINGER HILLS HOMEOWNER ASSOCIATION**, a California non-profit mutual benefit corporation organized for the purpose of managing this common interest development.

Section 3. “**Association Rules**” means and refers to the Rules and Regulations regulating use and enjoyment of the Common Area adopted by the Board of Directors from time to time.

Section 4. “**Board**” means and refers to the Board of Directors of the Association, duly appointed and elected pursuant to this Declaration (hereinafter referred to as “CC&Rs” and Bylaws currently in effect.

Section 5. “**Bylaws**” means and refers to the Amended Bylaws, which are the business organization documents for the Association.

Section 6. “**Common Area**” means and refers to all property in the development that is not part of a separate interest (individual) Lot, more particularly described as all parcels described on pages 1-2 above.

Section 7. “**Declaration**” or “**CC&Rs**” means and refers to the Covenants, Conditions and Restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended or restated.

Section 8. “**Eligible Mortgagee**” means and refers to a Mortgagee who has provided the Association with a written “Request for Notice of Information” and has provided and kept current all contract information.

Section 9. “**Governing Documents**” means and refers to the Articles of Incorporation, the Amended Bylaws, the Restated Declaration, and all rules, regulations, and policies of the Association.

Section 10. “**Jointly Owned Common Area**” means and refers to that Common Area that was or is owned together with **Twin Creeks Hills Courtside Homes Association** when the properties were developed.

Section 11. “**Maintenance**” means the exercise of reasonable care to keep buildings, driveways, landscaping and other related improvements and fixtures in a state similar to their original condition.

Section 12. “**Manager**” shall mean and refer to a professional managing agent employed by or under contract with the Association.

Section 13. “**Member**” means and refers to those persons entitled to membership as provided herein and in the Bylaws for the Association.

Section 14. “**Mortgage**” means a mortgage or deed of trust encumbering a Lot or other portion of the property. A “**mortgagee**” shall include the beneficiary under a deed of trust. An “institutional” mortgagee is a mortgagee that is a bank or savings and loan association or mortgage company or other entity chartered under federal or state laws whose principal business is lending money on the security of real property, or any insurance company or any federal or state agency. A “first mortgage” or “first mortgagee” is one having priority as to all other mortgages or holders of mortgages encumbering the same Lot or other portion of the Property.

Section 15. “**Owner**” means and refers 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 purchasers, but excluding those having such interest merely as security for the performance of an obligation (e.g., lenders and deed of trust/mortgage holders)

Section 16. “**Properties**” means and refers to the Properties described on Exhibit A, which includes all Common Area and separate interest Lots and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 17. “**Residence Lot**” or “**Lot**” means and refers to each and every Lot shown on the recorded Map for the subject subdivision except Common Area.

ARTICLE II **PROPERTY RIGHTS AND EASEMENTS**

Section 1. Owners’ Rights of Enjoyment and Easements. The Association recognizes as an important purpose uniformity, consistency and well maintained properties. Every Owner shall have a right and easement of enjoyment in and to the Common Area and a non-exclusive easement for ingress and egress through it which shall be attached to and shall pass with the title to every Lot, subject to the following provisions:

(a) **Rules & Regulations.** The right of the Association to adopt reasonable Rules and Regulations regarding use of the Common Area and properties, including limiting the

number of guests and charging reasonable fees for use of the facilities, and the right to establish reasonable monetary penalties for violations of these Restated CC&Rs and the rules established.

- (b) Suspension of Voting Rights and/or Use of Facilities. The right of the Association to suspend the voting rights and/or rights to use of any recreational facilities of an Owner or their tenant, guest or family member after reasonable notice and an opportunity to be heard by the Board of Directors of the Association (as more fully set forth and described in Articles VI and XI of the Bylaws). The period may be:
 - (1) For any period during which any assessment against his/her Lot remains unpaid; and,
 - (2) For any reasonable period of time the violation of any of the published Rules and Regulations continues.
- (c) Dedication or Granting of Easements Over Property. The right of the Association to dedicate or grant an easement over all or any part of the Common Area to any public agency, authority, telecommunications, service company or utility if deemed to be in the best interests of the Association. If the utility service is a necessary or beneficial (for all reasons) service, no membership vote is required. Otherwise, 51% of the Members must approve the easement.
- (d) Right of Entry on Lot. The right of the Association, if the front yard of a Lot falls into disrepair and creates an eyesore or safety hazard, to arrange for maintenance or repair and/or to perform necessary work, after reasonable notice and an opportunity to cure the problem has been given to the Owner. To the extent any Owner fails to maintain his or her property to the standards required in this Restated Declaration or set by the Board or other authorized body, the Association may take action as necessary to bring the property into compliance, and charge the Owners all costs therefor under Article IV.
- (e) Use of Facilities. Where an Owner leases or rents property in the development to others, or places other persons in the residence, the Owner forfeits rights to use the recreational facilities and the residents of the home assume those rights.
- (f) Delegation of Use. Any Owner may delegate the right of enjoyment of the Common Area to the Members of the Owner's family, the Owner's tenants, or contract purchasers who reside in the Owner's residence. A rental may be only to a single family for single family residential use for a term no less than one month. An Owner, his family or guests shall not be entitled to use the Common Area during the rental period, unless the Owner is contemporaneously residing in another residence within the Association.

Section 2. Easements.

- (a) Utility and Drainage Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no

structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(b) Slope Control Easements. Slope control areas are reserved in accordance with the grading established within the subdivision. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(c) Encroachment and Easements.

(1) There shall be a reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto and as between adjacent Lots due to the willful, unwillful placement, settling, or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of the restrictions), including, but not limited to, fireplaces, porches, siding and roofs, to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area, or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to the willful conduct on the part of an Owner, tenant, or the Association, subsequent to the original construction of the units referred to herein, and as set forth on the map filed with the City of San Ramon.

(2) There shall be reciprocal appurtenant easements for the maintenance and repair of the common foundations, common fences, and common walls.

(3) There shall be reciprocal appurtenant easements for the conveyance of storm water run off between adjacent Lots or Lots and Common Areas, as the case may be.

(d) Other. Any other non-exclusive easements and use restrictions contained in this Restated Declaration.

Section 3. Title to Common Area.

(a) The Common Area in the subdivision was to be granted in fee and free of liens to the Association by the Declarant with or prior to conveyance of the first Lot in the subdivision.

- (b) Portions of the Jointly Owned Common Area were originally held in undivided interests by the Association together with Twin Creeks Hills Courtside Homes Association, a California Non-Profit Corporation (hereinafter referred to as "The Courtside Association"). Association has executed or will execute quitclaim deeds to said properties to The Courtside Association.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot 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 transfer to purchaser.

Section 2. Voting of Members. The Members shall have voting rights as set forth in the Bylaws, with one vote for each Lot owned.

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 agrees to pay to the Association:

- (1) Annual Assessments as provided in this Restated Declaration
- (2) Special Assessments for capital improvements and other expenditures deemed necessary or prudent by the Board of Directors,
- (3) Reimbursement Assessments, and
- (4) Enforcement Assessments, as specified.

Section 2. Purpose of Annual or Regular Assessments. The Annual/Regular Assessments levied by the Association shall be used exclusively to promote the comfort, enjoyment, safety, and welfare of the residents in the Properties and for the improvement, maintenance and protection of the Common Area. Said Assessments shall include and Association shall acquire and pay for out of the funds derived from said Annual Assessments the following:

Operating Funds.

- (a) Any necessary utility service and maintenance of sewer systems, pipes and lines in the Common Area that are not maintained by other entities, public or private.
- (b) Maintenance and repair of the Common Area and facilities and separate interest building exteriors and roofs as specified in Article VII, and as determined necessary and/or beneficial, maintenance of Jointly Owned Common Area.
- (c) Provision of services, maintenance, repairs, insurance, taxes or Assessments which the Association is required to secure or pay for pursuant to the terms of this Restated

Declaration or the currently effective Bylaws or which in the opinion of the Association's Board of Directors are necessary or proper for the operation of the Association, the Common Area, or for the enforcement of these restrictions.

Reserves. Reserves will be set aside for the major components for which the Association is responsible and repair, replacement and other related costs. Funds designated as reserves shall not be spent on regular maintenance or operations costs unless the Board deems it necessary and complies with all currently existing statutes related to use of reserve funds.

No Owner shall be relieved of an obligation to pay Assessments or any part thereof by reason of his/her failure to use the Common Area.

Section 3. Maximum Annual Assessment. As provided in Civil Code §1366, the Board of Directors may not for any fiscal year increase the Annual Assessments more than twenty percent (20%) without a vote of the membership. For any increase exceeding twenty percent (20%), the Board must obtain the approval of a majority of a quorum of the Owners, a quorum being more than 50% for these purposes. This is statutory and shall change only to the extent Civil Code §1366 changes. * These limits do not apply in an emergency situation as defined by Civil Code §1366.

Section 4. Special Assessments. As provided by Civil Code §1366, the Board of Directors may not for any fiscal year impose Special Assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses for that fiscal year. For any Special Assessment that exceeds five percent (5%) of the budgeted gross expenses for the fiscal year of the assessment, the Board must obtain the approval of a majority of a quorum of the Owners, a quorum being more than 50% of the Owners for these purposes. * These limits do not apply in an emergency situation as defined by Civil Code §1366.

***Note:** The quorum referred to in Sections 3 and 4 is defined by statute and is not to be confused with the quorum requirements in the Association Amended Bylaws. For example - for purposes of calculating the vote for membership approval required in Sections 3 and 4 above: a quorum equals 270 Lots represented by persons or proxies (in a meeting) or return of 270 valid return written ballots (in a mail ballot referendum). A majority approval of those persons or proxies at the meeting or written ballots returned in the mail (if there is a quorum) constitutes sufficient approval for assessment increases over 20% or special assessments that exceed (5%) of the budgeted gross expenses for the fiscal year of the assessment.

Section 5. Reimbursement Assessments. The Board may make a Reimbursement 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 Restated Declaration that the Owner fails to perform, in violation of the Governing Documents. Owner shall first be given notice of the obligation and a reasonable time in which to cure the deficiency or violation. Any Reimbursement Assessment shall be payable

within thirty (30) days after notice to the Owner, or at a later date as may be specified by the Board. Reimbursement Assessments are subject to collection under Section 10 below.

Section 6. Enforcement Assessment (Fine). The Board may levy an Enforcement Assessment upon an Owner and his Residence Lot for failure to comply with the Governing Documents. The same act may constitute more than one violation if the act is ongoing or continuous. An Enforcement Assessment may be levied after notice and an opportunity for a hearing before the Board as set forth in the Bylaws. The Board may establish reasonable rules regarding repeated Enforcement Assessments for continual or recurring violations and shall adopt and circulate a policy to the Owners setting Assessment amounts to be charged. These Assessments are *not* subject to collection by lien/foreclosure discussed below. All other remedies are available.

Section 7. Uniform or Other Rate of Assessment. Annual, Regular and Special Assessments as set forth in Section 3 and 4 must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or other basis as adopted by Board resolution. Reimbursement Assessments as specified in Section 5 and 6 shall be imposed as needed on an individual basis.

Section 8. Date of Commencement and Collection of Annual Assessments. Due Dates. The Board of Directors shall fix the amount of the Annual Assessments and send notice to the homeowners not less than thirty (30) nor more than sixty (60) days before the Assessment(s) fall due. The due date(s) and payment periods shall be established by the Board of Directors and how much is due if the account is not current.

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 and how much is due if the account is not current.

Section 9. Effect of Nonpayment of Assessments/Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date, a late charge pursuant to Civil Code Section 1366 may be imposed. Interest may accrue and be charged on all sums (including Assessments, penalties and reasonable costs of collection) which are more than thirty (30) days overdue, at the rate of up to twelve percent (12%) per annum, the maximum authorized by California law. The Board of Directors has discretion to impose late fees and/or interest as allowed herein as established or for less by Board policy. 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 request for judgment in any such action shall include a sum for expended attorney's fees and related costs.
- (b) By lien and (judicial or nonjudicial) foreclosure pursuant to Civil Code §1367 and related statutes. Upon recordation of a claim of lien by the County Recorder, the lien shall attach and become effective as a "continuing" lien covering all subsequent delinquencies and attendant penalties. Any 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. Upon sale, 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 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.

Section 10. Lien Notice Requirements. In order to comply with the requirements of Civil Code Section 1367 as it currently exists, the lien rights of associations are changed and the following requirements are added:

- (a) Before the Association may place a lien on an Owner's separate interest to collect past due Assessments, the Association must notify the Owner in writing by certified mail of the following:
 - The fee and penalty procedures for the Association,
 - The itemized statement of the charges owed by the Owner, including principal owed, late charges, method of calculation and attorneys fees,
 - The collection practices used by the Association, including the right of the Association to reasonable costs of collection.
- (b) The Association must apply payments received on the delinquent Assessment account first to the principal owed, and when the principal is paid in full, the remaining portion of the payments made may be applied to interest or collection expenses.
- (c) The Association must notify the Owner when a lien is recorded, by sending a copy of the recorded lien to the Owner by certified or registered mail within ten (10) calendar days after the lien is recorded.
- (d) The Association is prohibited from treating monetary penalties (fines for disciplinary action) as Assessments which may become a lien against a Member's interest which is enforceable by a foreclosure sale in the Governing Documents for the Association so long as Civil Code Section 1367 prohibits it.
- (e) The Association must wait at least 30 days after a lien is recorded to begin foreclosure proceedings.

Section 11. Homeowner May Request ADR For Assessment Disputes. Assessment disputes are generally exempt from Civil Code Section 1354 which provides a process for resolving matters through alternative dispute resolution (ADR). However, so long as Civil Code Section

1367 so provides, a homeowner may eliminate the exception for Association Assessments in his/her individual case through the following steps:

- (a) Homeowner pays in full to the Association all of the Assessments in dispute, late charges, interest, and all fees and costs associated with preparation and filing of a lien (including mailing costs, and attorneys fees not to exceed \$425.00).
- (b) This payment must be made *along with a written statement of protest* from the homeowner which is mailed to the Association by certified mail, not more than 30 days after the lien is recorded.
- (c) Upon receipt of such a written protest, the Association must inform the Owner of the right to resolve the matter through ADR as set forth in Civil Code Section 1354, a civil action or any other procedures that the Board might establish to resolve the matter.
- (d) A homeowner may use this exception for ADR for Assessment disputes not more than 2 times in any single year and not more than 3 times in any five calendar years.
- (e) If through ADR it is determined that some of the Assessments are levied in error, the homeowner is entitled to recovery of interest in a reasonable amount on those Assessments.

Section 12. 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 first 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.

Section 13. Charge for Transfer of Membership. Membership in the Association is transferred upon transfer of the Residence Lot upon which the membership is based. Upon transfer of a membership to another, a reasonable charge as a transfer fee shall be payable to the Association.

ARTICLE V **ARCHITECTURAL DESIGN AND CONTROL**

A. APPLICATION REQUIREMENTS AND COMMITTEE STRUCTURE

Section 1. Architectural Approval. No building, wall, antenna, pole, standard, tower, satellite dish, mailbox (if free standing or grouped) or other structure shall be commenced or erected or maintained upon any of the Properties without seeking architectural approval. No exterior addition to, or change in current color scheme or significant alteration to the buildings may be

made until the plans and specifications showing the nature, kind, shape, height, exterior color change, materials and location of the same shall have been submitted to an Architectural Committee.

Section 2. Architectural Committee. The Architectural Committee shall be composed of at least three (3) Members (who are also Members of the Association) appointed by the Board. The Board of Directors shall serve if no Committee of 3 can reasonably be appointed.

Section 3. Application for Approval of Improvements: Basis for Approval of Improvements. Any Owner proposing to perform any work of any kind whatever which requires the prior approval of the Architectural Committee, pursuant to this Restated Declaration, shall apply to such Committee for approval of the proposed work by notifying the Committee in writing as to the nature of the proposed work and furnishing such information as the Committee may require. The Architectural Committee shall consider recommending approval only if:

- (a) The Owner has submitted a written application;
- (b) The Committee finds that the plans and specifications conform to this Restated Declaration and to any Architectural Committee Rules in effect at the time such plans are submitted to the Committee; and
- (c) The Members of the Committee, in their sole discretion, determine that the proposed improvements would be compatible with the standards of the community and the purposes of this Restated Declaration as to quality of workmanship and materials, the harmony of external design with the existing structures, and the location with respect to topography and finished grade evaluations.

Section 4. Form of Approval. The Architectural Committee shall make a written recommendation to the Board on any application of an Owner to improve or alter his Unit within thirty (30) days of receipt of such application, or notify the Owner if there are any delays (such as an incomplete application or need for further information). The time shall be extended as needed in thirty (30) day increments. If neither the Committee nor the Board takes any action in response to an application within three (3) months after proper plans and specifications have been submitted by an Owner, the Association's right to object to the improvement is waived. However, the owner must have written acknowledgement of receipt of the application to qualify for this entitlement.

Section 5. Proceeding With Work. Upon receipt of written approval from the Board pursuant to Section 4 above, the Owner, as soon as practicable, shall diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations so approved, and shall satisfy all conditions. The construction of an approved improvement must be commenced within six months from the date of such approval. If the Owner fails to comply with this Section, any approval given pursuant to Section 4 above shall be deemed revoked unless the Board, upon written request of the Owner made prior to the expiration of this time, extends the time for such commencement.

Section 6. Failure to Complete Work. The Owner must complete the construction, reconstruction, refinishing or alteration of any such improvement within one year after commencing construction thereof, unless completion within the required time is rendered impossible or would result in great hardship to the Owner (such as in the event of strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents). If an Owner fails to comply, the Committee shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of Section 9 below as though the failure to complete the improvement were a non-compliance with approved plans.

Section 7. Meetings. The Architectural Committee may meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two Members shall constitute an act by the Committee sufficient to render a recommendation to the Board. The Committee shall keep and maintain a record of all actions taken. The Architectural Committee and its Members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred in the performance of any Architectural Committee function.

Section 8. Liability. Neither the Architectural Committee nor any Member of it shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of the recommendations for approval or disapproval of any plans, drawings and specifications, whether or not defective or the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications. Specifically, and without limitation of the foregoing, plans and specifications are not approved for adequacy or engineering or structural design and, by approving any plans and specifications, neither the Architectural Committee, the Association, nor the Board, assume any liability or responsibility for the plans or for any defect in any structure constructed pursuant to such plans and specifications.

B. STANDARDS

Section 1. Antennas and Satellite Dishes. Any individually-owned outside television or radio antennas constructed, installed, or maintained in said Properties are subject to reasonable standards regarding placement, screening, maintenance and indemnity obligation, which may be adopted by the Board pursuant to F.C.C. Rule 207.

Section 2. Fences, Garages, or Other Attached or Detached Structures. No fence, garage, or other attached or detached structure shall be erected in front of any residential Unit. Any attached or detached structure erected adjacent to or behind any residential Unit shall comply with the sideyard requirements of the applicable zoning ordinance of City of San Ramon. When the erection of a structure has begun, the work thereon must be prosecuted diligently and said structure must be completed within a reasonable time.

No fence shall be erected in the backyard or sideyard of any Lot that does not comply with City regulations. Approval by the City must be provided.

No trailer, garage, or other outbuilding may be used as a temporary or permanent residence nor shall any residential structure be moved onto said subdivision from any other location.

Section 3. Fences, Walls, Hedges, or Shrubs on Corner Lots. No fence, wall, hedge, or shrub plantings which obstruct sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sightlines.

Section 4. Blockage of Easements Prohibited. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements which a public authority or utility company is responsible.

Section 5. Damage or Interference with Slope Control Areas Prohibited. Slope control areas are reserved in accordance with grading established within the subdivision. Within these slope controls areas no structure, planting, or other activities undertaken which may damage or interfere with established slope ratios, create erosion, or sliding problems or which may change the direction or flow of drainage channels. The slope control areas of each Lot and all improvements shall be maintained continuously by the Owner of the Lot, except for those improvements which a public authority or utility company is responsible.

Section 6. Architectural Committee Rules And Standards. The Architectural Committee may, from time to time, with majority Board approval, adopt, amend and repeal the Rules and Regulations to be known as "Architectural Committee Rules". Said Rules shall interpret and implement the provisions hereof by setting forth the standard and procedures for Architectural Committee review and guidelines for architectural design, location of improvements, acceptable types of landscaping, acceptable building colors, exterior finishes and materials and similar features which are recommended for use in the development; provided, however, that said Rules shall not be in derogation of the minimum standards established by this Restated Declaration.

ARTICLE VI **USE OF PROPERTIES PROHIBITED AND PERMITTED**

Section 1. Residential Use.

- (a) Residential Purpose. All Lots and dwellings shall be used for single family home or similar residential purposes and for no other purposes. There shall be no resubdivision of any Lot.
- (b) Residential Lease (Rental Agreement). No lease may be for less than thirty (30) days and dwellings are not to be used for hotel or transient purposes. Any lease or rental of a residence shall provide that its terms are subject to all respects to this Restated Declaration, the Bylaws, the Rules and Regulations of the Association, and the actions of the Board, that any failure of the lessee to comply with the terms of the foregoing shall constitute a default under the lease. The Owner shall provide a copy of all Association CC&Rs and Rules and Regulations to the Lessee at the time a lease is executed.

Nonresident Owners shall provide the Association with identification of all tenants in writing within a reasonable time after the change in occupancy. Upon notice to Owner of any violation of the Rules and Regulations, the Owner shall in turn notify the Association what action is being taken to correct the violation.

The Owner, in the event the tenant fails to comply with the Association's Governing Documents, may be held responsible for attorney fees and all costs incurred by the Association in its attempts to obtain the tenant's compliance with the Association Governing Documents.

Section 2. Commercial Use Prohibited. No part of Properties shall be used or cause to be used or allowed or authorized in any way directly or indirectly, for any business, commercial, civil, manufacturing, mercantile, storing, vending, or other such nonresidential purposes excepting home offices or occupations without any external visible or other evidence of commercial activity in, on or about the Lot, dwelling or within the development.

Section 3. Nuisances. No noisy, hazardous, noxious, or offensive activity shall be carried on upon any Lot or portion of the Properties, nor shall anything be done or kept thereon which is an annoyance or nuisance to the neighborhood, or which shall interfere with the quiet enjoyment of the other residents. This includes, but is not limited to, offensive and unsightly vehicular repair, excessively loud motorized vehicles, barking dogs and excessively loud music.

No Owner shall permit anything to be done or kept upon his Lot or any part or portion of the Properties which will increase the rate of the Association's insurance coverage, or result in its cancellation.

Section 4. Animals.

- (a) Animals (usual and customary household pets) may be kept in a reasonable number (which may be determined by the Board) on each Lot so long as the same are not kept, bred or maintained for commercial purposes. No other animals, livestock or poultry of any kind shall be kept, bred or raised on any Lot or in any residence. The Association shall have the right to prohibit any animal, which constitutes, in the sole

and exclusive opinion of the Board, a nuisance to other Owners or residents. Each Owner shall be absolutely liable to each and all other Owners, their family members, guests, invites, lessees, renters and contract purchasers and their respective family members, guests or invites, for any damage to persons or property caused by any pet kept by Owner or on the properties because of Owner or Owner's tenants, guests, invitees or family members.

- (b) Dogs must be leashed and otherwise under the supervision and restraint of their owners at all times. Owners and residents must pick up after their pets if the pets defecate in the Common Areas or on any property of others visible from the streets.
- (c) The Board of Directors shall have the right to establish and enforce additional Rules and Regulations defining, in a uniform and nondiscriminatory manner, and determine what constitutes a "reasonable number" of pets depending on their size, disposition and/or maintenance requirements. The Board may impose standards for the reasonable control and keeping of household pets in, upon and around the Properties to ensure that the same do not interfere with the quiet and peaceful enjoyment of the properties by the Owners and residents. Owners are subject to fines for failure to adhere to those requirements.
- (d) All pets are also subject to the laws and regulations of the City of San Ramon and County of Contra Costa.

Section 5. Parking Areas and Vehicle Restrictions. The Board has authority to adopt reasonable rules, regulations and penalties regarding parking in and towing from the development.

- (a) No industrial or commercial vehicle, excluding standard sized pick up trucks or standard vans with commercial license plates that do not violate (a)(6)-(7), shall be allowed to park within the development, except if the vehicle is present because of service being provided to a resident, and then, only as long as necessary to provide the service. A commercial or industrial vehicle is defined as including or qualifying as one or more of the following:
 - (1) A vehicle with commercial signage or logos which identify a business, which signage or logos are clearly visible from the street;
 - (2) A vehicle with visible ladders and/or visible storage of cargo, equipment or tools;
 - (3) A vehicle with a weight rating greater than a standard pickup or van (i.e., in excess of a one ton rating);
 - (4) A pickup truck with a commercial type cargo enclosure in place of the standard pickup bed, or a van with a modified type cargo enclosure;
 - (5) A vehicle with a cargo lift gate;
 - (6) A vehicle greater than 21 feet in length;
 - (7) A vehicle greater than 8 feet in height.

(b) No boats, jet skis, campers, house trailers, recreational vehicles, or trailers shall be stored in such a manner as to be visible from the street or adjacent streets. Structures erected or covers to hide violations will not be considered proper compliance.

(c) No disabled or inoperable vehicles (including those currently not registered) may be stored in the driveway or on any street. No vehicles may be parked on any lawn.

Section 6. Signs. No sign of any kind shall be displayed to the public view on or from any Residence Lot without prior written consent of the Association, excepting one standard sized “For Rent” or “For Sale” sign for each Residence Lot. A reasonable number of standard sized political campaign signs may be displayed on a Lot from 30 days before the election until 24 hours after the election, by which time the signs must be removed. No signs shall be placed on the Common Area except as deemed necessary or prudent by the Board.

Section 7. Trash. All garbage and trash shall be placed and kept within sanitary containers and shall be kept from public view except when placed out for scheduled pickup.

Section 8. Prohibition on Fixed Basketball Standards. No fixed basketball standards may be attached to any building or element of the Lot or Common Area. Portable basketball standards may be used so long as they are not left in the street and do not create a nuisance or fall into disrepair and constitute a safety hazard or an eyesore.

Section 9. Common Areas. No Owner of a Lot shall make any alteration or improvement to the Common Area, or remove any planting, structure, furnishing or other object therefrom, except with the written consent of the Association’s Board of Directors or the Architectural Control Committee and no improvement or excavation in Lots shall be allowed that will negatively impact existing drainage.

Nothing shall be stored in the Common Area without the prior consent of the Board. Where no consent is sought, the Association has the right to remove stored items at the Owner’s expense. If storage facilities are required to accommodate this action, all charges for same will be assessed to the homeowner under Article IV herein.

ARTICLE VII **MAINTENANCE/REPAIR OBLIGATIONS**

Section 1. Association’s Obligations. The Association is responsible as follows:

(a) **Common Area Maintenance.** The Association shall maintain, repair, replace, remove, and/or restore, operate and manage all of the Common Areas and facilities and improvements, utilities and landscaping thereon (including grass, trees, and shrubs), and all property that may be acquired by the Association, irrigation system in the Common Areas, Common Area sidewalks, walkways, curbs, street gutters, and paved areas, and/or lighting and maintenance of utilities, cable systems sewer and drainage systems not maintained by other public or private utilities.

- (b) Pest Termite/Dry Rot Damage. The Association is responsible for treatment of infestations in the Common Area and any damage caused by the Association.
- (c) Fencing and Gates. The Association shall maintain, repair, replace, remove and/or restore perimeter fencing in the Common Area and main entry gates giving entry into the courtyards.

Section 2. Owner's Obligations.

- (a) Dwellings and Lots. Each Owner of a Lot shall be responsible for maintaining and repairing his or her Lot, including all structures and landscaping on the Lots, subject to reasonable standards adopted by the Board.
- (b) Landscaping. Each Owner shall be responsible for all landscaping located within his Lot. Landscaping on portions of a Lot visible from the streets adjacent to the Lot shall be maintained in a neat and orderly condition. Each Owner's landscaping responsibility shall include pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. No landscaping shall be allowed to encroach on sidewalks. Any weeds, and diseased or dead lawns shall be neatly mowed and trees and shrubs shall be neatly trimmed. Dead trees shall be removed promptly. The Architectural Control Committee is authorized to adopt, revise, and enforce minimum landscaping standards to provide guidance for compliance with this Article.
- (c) Utility/Cables/Lines. Each Owner shall also be responsible for maintenance, repair and replacement of all plumbing, electrical, and water conduits, pipes, and lines on and servicing his Lot.

Section 3. Association Remedy for Non-Compliance. In the event an Owner of any Lot shall fail to fulfill his or her obligations in a manner satisfactory to the Board, the Association may, after notice to the Lot Owner and opportunity for a hearing before the Board, through its agents and employees, enter upon said Lot and repair the landscaping that can be seen from the street, and may take disciplinary, legal or equitable action to require that other violations of the standards of the Association be met. As for any landscaping or Lot cleanup undertaken by the Association, or any legal or equitable action that is necessary to seek conformance, the costs of such items shall be assessed by Reimbursement Assessment (see Article IV) to which the Lot is subject.

Section 4. Owner's Liability to Association. The Owner of each Lot shall be legally liable to the Association for all damages to the Common Area and to any improvements, if the damage is caused by Owner or any occupant of Owner's Lot, or visitors, guests, etc. of any Owner or tenant residing in the home on said Lot. Charges related to such damage may be assessed in accordance with Reimbursement Assessments under Article IV.

ARTICLE VIII

INSURANCE

The Association shall have the obligation to obtain and maintain insurance as provided in this Section. Premiums for all of the foregoing insurance carried by the Association are a common expense included in the Assessments or charges made by the Association.

Section 1. Types of Coverage. At least the following kinds and amounts of insurance shall be obtained:

- (a) **FIRE & CASUALTY INSURANCE:** The Association shall obtain and maintain a policy of fire and casualty insurance, for the full insurable value of the buildings and/or facilities located on Common Area. The insurance shall be kept in full force and effect at all times and the full replacement value of the insured property shall be determined on an annual basis.
- (b) **LIABILITY INSURANCE:** A combined single limit policy of commercial liability insurance in an amount of at least one million dollars (\$2,000,000.00) or more covering the Common Area and all damage or injury caused by the negligence of the Association, the Board or any of its agents or the Members against any liability to the public or to any Member incident to the use of or resulting from any accident or intentional or unintentional act occurring in or about the Common Area. If available, each policy shall contain a cross liability endorsement in which the rights of the named insured shall not be prejudiced with respect to any action by one named insured against another named insured.
- (c) **WORKERS COMPENSATION:** Workers compensation insurance to the extent necessary to comply with all applicable laws of the State of California or the regulations of any governmental body or authority having jurisdiction over the Properties.
- (d) **FIDELITY BOND:** A fidelity bond naming the Board, the Members, the Association and such other persons as a majority of the Members may designate as obligees, in an amount determined adequate or necessary for the Association for the current fiscal year.
- (e) **DIRECTORS AND OFFICERS LIABILITY COVERAGE:** Insurance covering the actions of the Directors and Officers, if and as reasonably available, in types and amounts as the Board determines to be appropriate.
- (f) **OTHER INSURANCE:** Other types of insurance as the Board determines to be necessary to fully protect the interests of the Members.

Section 2. Miscellaneous.

- (a) ANNUAL REVIEW: The Board shall review the adequacy of all insurance at least once every year. The Board shall adjust the policies as necessary to provide coverage and protection that is customarily carried by prudent Owners of similar common area property in the area in which the Properties are situated.
- (b) INSURANCE BY OWNER: Owners are responsible to insure their residences for fire and other hazards. Owners are also responsible to obtain liability insurance for accidents on his Lot.

ARTICLE IX
POWERS/AUTHORITY OF THE ASSOCIATION

Section 1. General Powers and Limitations. 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, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and in these Restated Covenants, Conditions and Restrictions.

ARTICLE X
DISTRIBUTION OF INFORMATION BY OWNERS

Section 1. Distribution to Buyers. All Lot Owners will provide buyers with a copy of all items required by Civil Code Section 1368, including the Articles of Incorporation, the Declaration, Bylaws, and Rules, Regulations and policies of the Association, and the required financial documents, before execution of the sale.

Section 2. Distribution to Tenants. All Lot Owners will provide renters with a copy of the Rules and Regulations of the Association before the execution of the rental agreement and be responsible for enforcing them. The Owners shall also be responsible for all fines or obligations, if any incurred due to tenant violations.

ARTICLE XI
MORTGAGE [LENDER] PROTECTIONS

Section 1. Rights of First Mortgagees. The following rights exist in favor of any first mortgagee:

- (a) **Request for Default Notice.** The first mortgagee of any dwelling unit may, by written notice to the Association, request written notice of any default of mortgagor's obligations under this Restated Declaration. Such request shall state the name and mailing address of the mortgagee, the name of the mortgagor, the date of recording of the mortgage and the official

records book and page number, file number or other reference identifying such recording, and the residential Lot number and Subdivision encumbered by said mortgage. Each notice of default given pursuant to such request may be sent by regular mail, postage prepaid, addressed to the mortgagee at the address stated in such request. Following the elapse of two (2) years from the date of receipt of the written request last given by any mortgagee pursuant to this Article, the Association shall have no further duty to notify such mortgagee if mortgagor defaults.

- (b) Examination of Books and Records. First mortgages shall have the right to examine the books and records of the Association, upon reasonable advance request in writing.
- (c) Right to Pay Taxes/Reimbursement. First mortgagees of units in the subdivision may jointly or singly, pay taxes which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or such property and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.
- (d) Rights in Distribution of Insurance Proceeds. Nothing herein or in the Articles of Incorporation of the Association or any other instrument relating to the subject property gives any Owner of any Lot or other party priority over any rights of first mortgagees pursuant to their mortgages, in the case of a distribution to such unit Owners of insurance proceeds or condemnation awards for losses to or a taking of common property in the subject subdivision.
- (e) Foreclosure. If any Lot is encumbered by a mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration of Assessments or installments thereof, shall not operate to affect or impair the lien of such mortgage. Upon foreclosure of such mortgage, the lien for Assessments, or installments thereof, as shall have accrued up to the time of foreclosure, shall be subordinate to the lien of such mortgage, unless California law provides otherwise.

Section 2. Approval by Eligible Mortgagees. Unless at least seventy-five percent (75%) of the Eligible Mortgagees (based upon one (1) vote for each Eligible Mortgagee) give their approval, the Association shall not be entitled to:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Owners in the subdivision. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such subdivision shall not be deemed a transfer within the meaning of this clause.)
- (b) Change the method of determining the obligations, Assessments, dues or other charges, which may be levied against an Owner.

- (c) Fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).
- (d) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement, or reconstruction of such improvements.

ARTICLE XII
DESTRUCTION OF IMPROVEMENTS

Section 1. Destruction; Proceeds Exceed 85% of Reconstruction Costs. In the event of a total or partial destruction of the insured buildings or improvements in the Common Area, and if the available proceeds of the insurance carried pursuant to Article VIII are sufficient to cover not less than eighty-five percent (85%) of the costs of repair and reconstruction thereof, the same shall be promptly rebuilt.

Section 2. Destruction Proceeds Less than 85% of Reconstruction Costs. If the proceeds of such insurance are less than eighty-five percent (85%) of the costs of repair and reconstruction, such repair and reconstruction may nevertheless take place if, within ninety (90) days from the date of said destruction, Members then holding at least a majority of a quorum of Members present and entitled to vote, in person or by proxy, at a duly constituted meeting, or by mail on a legally valid written ballot, determine that such repair and reconstruction shall take place.

Section 3. Procedures Respecting Rebuilding. Where repair and reconstruction is to take place, the Board shall be required to execute, acknowledge and record in the office of the County Recorder of said County, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the Association to rebuild.

Section 4. Contract re Rebuilding. If the Members determine to rebuild, the Board or its authorized representative shall obtain bids from at least two reputable contractors, and shall award the repair and reconstruction work to the lowest bidder. The Board shall have the authority to enter into a written contract with said contractor for such repair and reconstruction, and the insurance proceeds shall be disbursed to said contractor according to the terms of the agreement. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of such repair and reconstruction at the earliest possible date if same is authorized.

Section 5. Rebuilding Not Authorized. If the Members determine not to rebuild, then, any insurance proceeds then available for such rebuilding in the case of damage or destruction of the Common Area, shall be distributed to the Owner or Owners of each Lot equally and/or to their mortgagees, as their interests appear. The Board shall have the duty, within one hundred twenty (120) days of the date of such destruction, to execute, acknowledge and record in the office of the County Recorder of said County, a certificate declaring the intention of the Association not to rebuild.

Section 6. Minor Repair and Reconstruction. The foregoing notwithstanding, the Board shall have the duty to repair and reconstruct Common Area or Lot improvements, in all instances of partial destruction where the estimated cost of repair and reconstruction does not exceed Twenty Thousand Dollars (\$20,000.00), subject only to California legal limitations or spending Association funds and/or assessing Owners.

ARTICLE XIII
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 Restated 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. The prevailing party in any legal action is entitled to recover legal fees as provided in current California law.

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 Restated Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Restated Declaration is recorded unless legally terminated or amended, after which time they shall be automatically extended for successive ten (10) year periods. This Restated Declaration may be amended at any time by approval of a majority of the Members entitled to vote. Any amendment must be properly recorded to be effective.

Section 4. 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, 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, 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.

Section 5. Alternative Dispute Resolution. If any dispute arises under the provisions of this Restated Declaration, the parties may stipulate to alternative dispute resolution including mediation, arbitration, or other conflict resolution procedures. All parties (the Association and every Owner) are subject to the provisions of Civil Code §1354 regarding alternative dispute resolution.

Section 6. Annexation. Additional residential property and Common Area may be annexed to the Properties by the vote or written assent of a not less than fifty-one percent (51%) of the Members entitled to vote.

IN WITNESS WHEREOF, we being the President and Secretary of **BOLLINGER HILLS HOMEOWNER ASSOCIATION** have hereunto set our hands this _____ day of _____.

BY: President
On Behalf of BOLLINGER HILLS
HOMEOWNER ASSOCIATION

BY: Secretary
On Behalf of BOLLINGER HILLS
HOMEOWNER ASSOCIATION

AFFIDAVIT

The undersigned hereby declares under penalty of perjury that the foregoing is true and correct. We are the duly elected and acting President and Secretary of **BOLLINGER HILLS HOMEOWNER ASSOCIATION**, a California corporation; and the foregoing is a true copy of the Revised Declaration of Covenants, Conditions & Restrictions which have been properly approved by the requisite percentage of the Lot Owners of **BOLLINGER HILLS HOMEOWNER ASSOCIATION** on or about the _____ day of _____.

BY: President
On Behalf of BOLLINGER HILLS
HOMEOWNER ASSOCIATION

BY: Secretary
On Behalf of BOLLINGER HILLS
HOMEOWNER ASSOCIATION

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) ss.

On _____, before me, the undersigned, a Notary Public, personally appeared _____ and _____

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

NOTARY PUBLIC