



Doc # **2024053876**

**Recording Requested By and
When Recorded Return To:**

1441 Jones Street Condominium Assn.
c/o PMC Inc.
1388 Sutter Street, Suite 1205
San Francisco, CA 94109

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

7/22/2024	10:49:54 AM	Fees	\$32.00
Pages 7	Title 108 ES	Taxes	\$0.00
Customer 001		Other	\$0.00
		SB2 Fees	\$225.00
		Paid	\$257.00

APN: Block 188 – Lots 43 to 56, inclusive
Street Address: 1441 Jones Street

**FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP
FOR
FOR 1441 JONES STREET CONDOMINIUM PROJECT**

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project (this “**Fourth Amendment**”) is made by 1441 Jones Street Condominium Association, a California nonprofit mutual benefit corporation (the “**Association**”).

Recitals

A. The Association is the homeowners association formed to provide for maintenance, preservation, and architectural control of that certain real property (which is a condominium project) located in the City and County of San Francisco, State of California, which is more particularly described as follows (the “**Project**”):

All that real property as shown on that certain subdivision map entitled “Map of 1441 Jones Street, a Condominium Project” recorded on January 26, 1982, in Book 19 of Condominium Maps, at pages 15 to 18, inclusive, in the Office of the Recorder of the City and County of San Francisco, State of California, as amended by that certain subdivision map entitled “Map Showing the Resubdivision of a Portion of 1441 Jones Street, a Condominium Project” recorded on January 31, 1992, in Book 35 of Condominium Maps, at pages 131 through 144, inclusive, in the Office of the Recorder of the City and County of San Francisco, State of California.

B. The Association's Members consist of the record fee title holder(s) of each Condominium within the Project.

C. The Project is subject to the following documents recorded in the official records of the City and County of San Francisco, State of California (collectively, the "*Declaration*"):

1. The *Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project* recorded on September 3, 1982 as document number D239695;

2. The *First Amendment to the Declaration of Covenants, Conditions, and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project* recorded on November 20, 1985 as document number D720281;

3. The *Second Amendment to the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project* recorded on July 25, 1986 as document number D837364; and

4. The *Third Amendment to the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project* recorded on March 13, 1992 as document number F083346.

D. On May 20, 2024, the Members approved the following amendments to the Declaration:

1. An amendment of the percentages of Common Area ownership interest shown for each Unit in Exhibit C attached to the Declaration to conform those ownership percentages to the ownership percentages shown on the revised condominium plan for the Project, titled "Map Showing the Resubdivision of a Portion of 1441 1441 Jones Street A Condominium Project" and recorded on January 31, 1992, in Book 35 of Condominium Maps, at Pages 131 through 144, inclusive, as document number F063184, in the official records of the City and County of San Francisco, State of California (the "*Revised Condominium Plan*"); and

2. An amendment of the allocation of Regular Assessments and Special Assessments shown for each Unit in Exhibit D attached to the Declaration to change that allocation from a hybrid equal/variable allocation to having all Regular Assessments and Special Assessments be variable based on Unit size (with such variable allocations based on the Common Area ownership percentages shown on the Revised Condominium Plan).

E. Capitalized terms used in this Fourth Amendment that are not defined herein shall have the meanings given to them in the Declaration.

NOW THEREFORE, the Declaration shall be amended as follows:

1. Percent of Undivided Interest in Common Area. Exhibit C attached to the Declaration, as amended, shall be further amended and fully restated in its entirety to read as follows:

Exhibit "C"
1441 Jones Street Condominium Association

The percent of undivided interest in the Common Area conveyed with each Unit is as follows:

Unit No.	Percent of Ownership of Common Area
201	3.96
202	5.74
301	6.14
302	5.96
303	11.10
304	8.64
401	6.14
402	5.96
403	8.49
404	8.64
501	6.14
502	5.96
503	8.49
504	8.64

2. Allocation of Assessments. Exhibit D attached to the Declaration, as amended, shall be further amended and fully restated in its entirety to read as follows:

Exhibit "D"
1441 Jones Street Condominium Association

Allocation of Maintenance Fund Assessments

All regular and special assessments shall be prorated and allocated among the condominium units in proportion to their sizes, according to the following percentages:

Unit No.	Percentage for Assessment Proration
201	3.96
202	5.74
301	6.14
302	5.96
303	11.10
304	8.64
401	6.14
402	5.96
403	8.49
404	8.64
501	6.14
502	5.96
503	8.49
504	8.64

3. No Other Amendments. No amendments to the Declaration, other than as set forth above, are contemplated under this Fourth Amendment.

[Certificate of Amendment on following page]

CERTIFICATE OF AMENDMENT

This Certificate of Amendment has been prepared to accompany the foregoing Fourth Amendment to Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project (the "**Fourth Amendment**") in compliance California *Civil Code* section 4270. The Fourth Amendment amends the following documents recorded in the official records of the City and County of San Francisco, State of California (collectively, the "**Declaration**"): (1) the *Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project* recorded on September 3, 1982 as document number D239695; (2) the *First Amendment to the Declaration of Covenants, Conditions, and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project* recorded on November 20, 1985 as document number D720281; (3) the *Second Amendment to the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project* recorded on July 25, 1986 as document number D837364; and (4) the *Third Amendment to the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project* recorded on March 13, 1992 as document number F083346.

We, the undersigned officers of 1441 Jones Street Condominium Association (the "**Association**"), hereby certify as follows: (1) the amendments to the Declaration contained in the Fourth Amendment (the "**Amendments**") were approved by at least sixty percent (60%) of the total voting power of the Association on May 20, 2024, in accordance with Article XXII of the Declaration; (2) the vote of the Association's members to approve the Amendments was conducted in compliance with the provisions of California *Civil Code* section 5100 et seq. in effect at the time of such vote; and (3) the Amendments were approved by at least seventy-five percent (75%) of the lenders who hold first deeds of trust on the condominiums at 1441 Jones Street as of July 12, 2024, in accordance with Article XIII, paragraph (a) of the Declaration.

IN WITNESS WHEREOF, we have executed this Certificate of Amendment as of the date(s) written below.

1441 Jones Street Condominium Association

By: 

Name: Morgan Schwanke

Title: President

Date: 7/18/2024

By: 

Name: AUSTIN F GROOMS

Title: Treasurer

Date: 7/18/2024

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

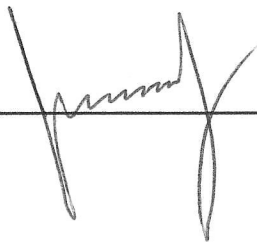
County of San Francisco)

On July 18th, 2024 before me, Jose R. Hernandez, notary public, personally appeared Morgan Schwanke, who proved to me on the 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 the person(s) acted, executed the instrument.

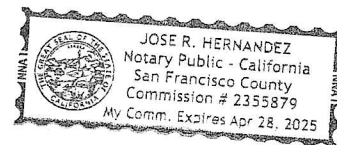
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:



(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

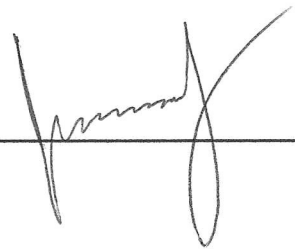
On July 18th, 2024 before me, Jose R. Hernandez, notary public,

personally appeared Austin F Groome,
who proved to me on the 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 the person(s) acted, executed the instrument.

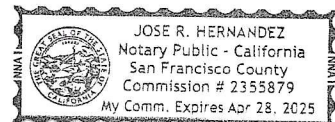
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:



(Seal)



0230605

1977 SEP -3 PM 1:00
SAN FRANCISCO, CALIF.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP

FOR

RECORDER

1441 JONES STREET CONDOMINIUM PROJECT

WHEREAS, CLEAR RIDGE DEVELOPMENT COMPANY, a California Corporation (hereinafter called "Declarant"), is the Owner of all that certain property located in the City and County of San Francisco, State of California, commonly known as 1441 Jones Street, San Francisco, California, and more particularly described in "Exhibit 'A'", attached hereto and incorporated herein by reference; and

WHEREAS, said property is a "Project" within the meaning of California Civil Code section 1350(3), is subject to the provisions of the California Condominium Act (Title 6, Part 4, Division Second, of the Civil Code), and it is the desire and intention of Declarant to divide the Project into Condominiums and to convey Condominium Units together with an appurtenant percentage of undivided interest in the Common Area by means of deeds substantially in the form attached hereto and marked "Exhibit 'B'" (hereinafter called the "Deed"); and

WHEREAS, Declarant will cause or has caused an Association, the Members of which shall be the respective Owners of the 1441 Jones Street Condominium Project, to be created as a nonprofit incorporated association, under the Nonprofit Mutual Benefit Corporation Law of the State of California, for the purposes of preserving the values and amenities of the 1441 Jones Street Condominium Project and of collecting and disbursing assessments, all as hereinafter provided; and

WHEREAS, it is Declarant's intention to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said Condominiums and the Owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into Condominiums and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Project and every part thereof. All of the limitations, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall be for the benefit of each Owner of any portion of said Project or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the Owners thereof. This declaration is made by Declarant pursuant to California Civil Code, section 1355.

I. DEFINITIONS

The terms used herein shall have the meanings given to them in the Deed, except as expressly otherwise provided herein. For the purposes of these Restrictions, the terms used shall have the following meanings:

(a) "Project" shall mean the entire real property described in "Exhibit 'A'", including all Units, Common Area and easements.

(b) "Common Area" shall mean that portion of the Common Area not a part of any Units as shown on the Map lying within the property described in said Parcel Map and as described herein on "Exhibit 'A'". A schedule setting forth the undivided interests in the Common Area to be granted and conveyed with each Unit is attached hereto as "Exhibit 'C'".

(c) "Condominium" shall mean the entire property conveyed by the Deed to the Grantee as defined by section 783 of the Civil Code.

(d) "Unit" shall mean a numbered portion of a Condominium having boundaries as set forth on the Plan and where not so stated, as set forth in section 1353(a) of the California Civil Code. Each Unit shall consist of that portion of each Condominium which is not owned in common with other Owners, as defined in section 1350(2) of the California Civil Code and shall include any areas for which exclusive easements are granted in connection therewith. Each Unit is so designated on the Plan.

(e) "Owner" or "Owners" shall mean the Grantee or Grantees in a Deed conveying a Condominium, including any person or persons, trust, estate, partnership or corporation, record fee title holder, contract vendee in a contract of sale, and Declarant with respect to each Condominium owned by them.

(f) "Plan" shall mean the Plan referred to in section 1351 of the California Civil Code, heretofore recorded.

(g) "Association" shall mean and refer to the 1441 JONES STREET CONDOMINIUM ASSOCIATION, a California Nonprofit Mutual Benefit Corporation, its successors and assigns.

(h) "Member" shall mean and refer to every person or entity who by virtue of ownership of a Condominium holds membership in the Association.

(i) "Regular Assessment" shall mean and refer to an assessment to defray that portion of the expenses of the Association attributable to maintaining, improving, repairing, insuring and managing the Condominium Project and reasonable reserves for costs and expenses to be incurred, chargeable to the Owner of each respective Condominium; but shall not include the cost of any construction, reconstruction or unanticipated repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto.

(j) A "Special Assessment" shall mean and refer to any levy or charge to defray the costs of any action or undertaking on behalf of the Association which is not covered by or included in a regular assessment as defined in Paragraph I, Subparagraph (i), of these Covenants, Conditions and Restrictions, except that a monetary penalty imposed by the Association as a disciplinary measure for failure of a Member to comply with the governing instruments or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Common Areas and facilities for which the Member was allegedly responsible or in bringing the Member and his subdivision interest into compliance with the governing instruments shall not constitute a Special Assessment and may not be enforced as a lien against the Member's subdivision interest under Sections 2924, 2924(b) and 2924(c) of the Civil Code. The aggregate of all special assessments for any fiscal year may not exceed five percent (5%) of the budgeted gross expenses of the Association for such fiscal year unless approved by the vote or written assent

of a majority of the voting power of the Association residing in Members other than the subdivider.

Notwithstanding the provisions of this Section, charges imposed against an Owner consisting of reasonable late payment penalties for delinquent assessments and/or charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorneys' fees) in its efforts to collect delinquent assessments may be levied against such Owner as a Special Assessment, enforceable as a lien against the Owner's subdivision interest under Sections 2924, 2924(b) and 2924(c) of the Civil Code. Special Assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for the fiscal year cannot be assessed during such fiscal year without first obtaining the vote or written assent of a majority of the voting power of the Association residing in Members other than the subdivider.

(k) "Mortgage" shall mean a first Deed of Trust as well as a first mortgage;

(l) "Mortgagee" shall mean a beneficiary under or holder of a Deed of Trust as well as a Mortgagee;

(m) "Board" or "Board of Directors" shall mean the governing body of the Project, elected pursuant to Article VII.

(n) "Exclusive easements" shall mean those portions of the Common Area defined and shown on Sheets 2 and 3 of the Map as areas serially numbered S-1 through S-3 with regard to storage areas, G-201 and G-202 with regard to garden areas, for which exclusive easements for the use thereof for storage and garden purposes shall be granted to specific Units. The area entitled P-201 is an undeveloped parking area. Said area is reserved for the right in the

future to construct improvements on said area, subject to the application for and issuance of a building permit for the exclusive use of parking for the corresponding numbered Unit.

II. CONDOMINIUMS ESTABLISHED

The project is divided into fourteen (14) condominiums as shown on the map. Each Unit consists of a numbered Unit together with an undivided interest in the Common Area. The boundaries of the Units, parking spaces, and Common Areas are those shown on the map and defined in the general notes of the map. There is appurtenant to each Unit a nonexclusive easement for ingress egress and support through the Common Area, and all of the Common Areas and facilities are subject to such easements.

Each grant deed, lease, mortgage or other transfer of the condominium designated as a Unit shall include all of the rights to Common Areas and facilities, easements, and privileges which are a portion of or appurtenant to the numbered Unit conveyed and shall be subject to all of the Restrictions contained herein, whether or not any such instrument shall specifically refer to such Common Areas and facilities, easements, rights, or restrictions.

III. NO PARTITION

There shall be no judicial partition of the Project or any part thereof, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Article XVII hereof; provided, however, that if any Condominium shall be owned by two (2) or more co-tenants as tenants-in-common or as joint tenants, nothing herein

contained shall be deemed to prevent a judicial partition as between such co-tenants, or a partition pursuant to California Civil Code section 1354.

IV. VOTING RIGHTS OF ASSOCIATION MEMBERS

Class A. Class A Members shall be the individual Owners of and the joint or collective Owners if there is more than one Owner per Unit, as defined in Article I(e) hereof, with the exception of the Declarant and each Member shall be entitled to one (1) vote for each Condominium owned, regardless of the size of the Unit. When more than one (1) person holds an interest in any Condominium, all such persons shall be Members and may attend meetings. The vote for such Condominiums shall be exercised as the joint Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Condominium. Any designation of an agent to act for such persons must be signed by a majority of such persons.

Class B. Class B Members shall be the Declarant, which shall be entitled to three (3) votes for each Condominium owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equal the votes outstanding in the Class B Membership; or

(b) On the second anniversary date of the original issuance of the Subdivision Public Report for the Condominium Project.

Any provision in this Declaration or the Bylaws calling for Membership approval of action to be taken by the Association shall expressly require the vote or written con-

sent of a prescribed percentage of each class of Members during the time there are two (2) classes of memberships outstanding.

With the exception of enforcement of bonded obligations when Common Area improvements have not been completed prior to the issuance of the public report and the Association is obligee under a bond or otherwise secures performance, no provision in these Restrictions which requires the approval of a prescribed majority of the voting power of the Member of the Association other than the subdivider for action to be taken by the Association is intended to preclude the subdivider from casting votes attributable to the subdivision interest which he or she owns.

V. MEETINGS

(a) Annual Meeting. The first annual meeting of the Association shall be held within forty-five (45) days after the close of the sale of the subdivision interest or Unit which represents the fifty-first (51st) percentile interest authorized for sale under the first public report for the subdivision, but in no event shall the meeting be held later than six (6) months after the closing of the sale of the first (1st) subdivision interest or Unit. Thereafter, there shall be a meeting of the Association on the third Tuesday of October of each year at 8:00 p.m. upon the Common Area or at such other reasonable place within the subdivision or as close thereto as possible and at a time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Board delivered to the Owners not less than ten (10) nor more than ninety (90) days prior to the date fixed for said meeting. Meetings of the Association shall be held within the subdivision or at a meeting

place as close thereto as possible. Unless unusual conditions exist, meetings shall not be held outside of the county in which the subdivision is situated.

(b) Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of these Restrictions, require the approval of all or some of the Owners or for any other reasonable purpose and shall be held within the subdivision or at a meeting place as close thereto as possible. Unless unusual conditions exist, Members' meetings shall not be held outside of the county in which the subdivision is situated. Said meetings shall be called pursuant to a vote by a majority of a quorum of the Board, or upon receipt of a written request therefor by the Owners representing five percent (5%) of the total voting power of the Association.

(c) Regular meetings shall be called by written notice not less than ten (10) nor more than ninety (90) days prior to the meeting. Notices of special meetings shall be called by written notice pursuant to Article IV, Section 3 of the Bylaws. Said notices shall specify the date, time, hour and place of the meeting, and the matters to be considered at such meeting and shall be given to the Members by the Board by any means which is appropriate given the physical setup of the subdivision. Except in emergency situations, at least ten (10) days notice of any meeting shall be provided.

(d) Quorum. The presence at any meeting in person or by proxy of the Owners having fifty-one percent (51%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Owners upon the affirmative vote of a majority of the voting power or a majority of the quorum that is present.

(e) Adjourned Meeting. In the absence of a quorum at a Members' meeting a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

VI. NOTICES

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Board for the purpose of service of such notice or to the Unit of said person if no address has been given. Such address may be changed from time to time by written notice to the Board.

VII. ELECTION AND PROCEEDINGS OF THE BOARD

(a) Election. At each annual meeting, the Owners shall elect a Board for the forthcoming year, consisting of five (5) Owners or duly authorized officers of corporate or partnership Owners; provided, however, that the first Board elected hereunder may be elected at a special meeting duly called, said Board to serve until the first annual meeting.

The first Board shall be elected within forty-five (45) days after the closing of the sale of the Condominium interest subject thereto which represents the fifty-first (51st) percentile interest authorized for sale under the first (1st) public report for the subdivision, but in no event shall the election be held later than six (6) months after the closing of the sale of the first (1st) subdivision interest. Every Owner entitled to vote at any election of Members of the Board may cumulate his or her votes and give one (1) candidate a number of votes equal to the number of Members of the Board to be elected, multiplied by the number of votes to which such Owner is otherwise entitled, or distribute his or her votes on the same principle among as many candidates as he or she thinks fit, subject to the procedural requirements for cumulative voting pursuant to California Corporations Code section 7615(b). The candidates receiving the highest number of votes up to the number of Members of the Board to be elected shall be deemed elected. Voting for Board Members shall be by written secret ballot.

Commencing with the first election of the Board, and thereafter, for so long as a majority of the voting power of the Association resides in the subdivider, or so long as there are two (2) outstanding classes of Membership, not less than twenty percent (20%) of the incumbents on the Board shall be elected solely by the votes of Owners other than the subdivider. A governing body Member who has been elected to office solely by the votes of Members of the Association other than the subdivider may be removed from office prior to the expiration of his or her term of office only by the vote of at least a simple majority of the voting power residing in Members other than the subdivider.

(b) Term. Members of the Board shall serve for a term of one (1) year and until their respective successors are elected, or until their death, resignation, or removal; provided that if any Member ceases to be an Owner, his or her membership on the Board shall thereupon terminate.

(c) Resignation and Removal. Any Member may resign at any time by giving written notice to the Board; and any Member may be removed from Membership on the Board by vote of the Owners; provided that unless the entire Board is removed, an individual Member shall not be removed if the number of votes cast against his or her removal would be sufficient to elect the governing body Member if voted cumulatively at an election at which the same total number of votes were cast and the entire number of governing body Members authorized at the time of the most recent election of the governing body Member were then being elected.

(d) Proceedings. A majority of the Members of the Board shall be required to constitute a quorum and the decision of a majority of those present shall be the act of the Board. The Board shall elect a President, who shall preside both over its meetings and those of the Owners. Meetings of the Board may be called, held, and conducted in accordance with such rules as the Board may from time to time adopt. The Board may also act without a meeting by unanimous written consent of its Members on the action to be taken. If the Board resolves by unanimous written consent to take action, an explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of all governing body Members have been obtained.

(e) Declarant Performs Functions. Until the first (1st) election of the Board, the rights, duties and functions of the Board shall be exercised by Declarant.

(f) Notice of Election. After the first (1st) election of the Board, Declarant shall execute, acknowledge and record an affidavit stating the names of all of the persons elected to Membership on the Board. Thereafter, any two (2) persons who are designated of record as being Members of the most recent Board (regardless of whether or not they shall still be Members) may execute, acknowledge and record an affidavit stating the names of all of the Members of the then current Board. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all the incumbent Members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

VIII. AUTHORITY OF THE BOARD

The Board, for the benefit of the Project and the Owners, shall enforce the provisions of these Restrictions and shall acquire and pay out of the maintenance fund herein-after provided for, the following:

(a) Water, sewer, garbage, electrical, telephone, gas and other necessary utility services for the Common Area, and to the extent not separately metered or charged, for the Units; maintenance, replacement, cleaning and repair of all existing drainage facilities, and all additionally installed drainage facilities, located with the Project;

(b) A policy or policies of fire insurance with extended coverage endorsement and, if deemed desirable by the Board, plate glass coverage. Said fire insurance shall be for the full insurable replacement value of the Units and

Common Area, payable as provided in Article XVIII. The Board may obtain such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners, and their Mortgagees, as their respective interests may appear. Said policy or policies may provide for a separate loss payable endorsement in favor of the Mortgagee or Mortgagees of each Condominium, if any;

(c) A policy or policies insuring the Board, the Owners, and/or any Owners' Association, and any Manager appointed as hereinafter provided, against any liability to the public or to the Owners (of Units and of the Common Area), and their invitees, or tenants, incident to the ownership and/or use of the Project, and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000) for any one person injured, One Million Dollars (\$1,000,000) for any one accident and Fifty Thousand Dollars (\$50,000) for property damage for each occurrence (such limits and coverage to be reviewed at least annually by the Board and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall be cross-liability endorsed so that the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

(d) Worker's Compensation insurance to the extent necessary to comply with any applicable laws;

(e) The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise. Subject to the rules and regulations of the Association, each Owner may use such property. Upon termination of Condominium ownership of 1441 Jones Street

and dissolution of the Association, the beneficial interest in any such property shall be deemed to be owned by the then Owners in the same proportion as their respective interests in the Common Areas.

(f) The services of a person or firm to manage its affairs (herein called "the Manager") to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine shall be necessary or proper for the performance of its functions or operation of the Project, whether such personnel are employed directly by the Board or are furnished by the Manager;

(g) Legal and accounting services necessary or proper in the operation of the Project or the enforcement of these Restrictions;

(h) Exterior painting, maintenance, repair and all landscaping of the Common Area, and exterior painting, maintenance and repair of such furnishings and equipment for the Common Area as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same except as expressly otherwise provided herein; provided, however, that the interior surfaces of each Unit shall be painted, maintained and repaired by the Owners thereof, including the replacement of window glass, all such maintenance to be at the sole cost and expense of the particular Owner; the Board's duty to maintain at its expense the Common Area utility systems appurtenant to each Unit shall include the following:

(1) The repair, maintenance and replacement as necessary and new installations as required of all (except for abuse or misuse by the resident of the Unit) electrical systems, wall sockets, subfeed circuit panels

and meters, but excluding light fixtures and electrical appliances;

(2) The repair, maintenance and replacement as necessary and new installations as required of all plumbing, including waste lines, drains and traps, water lines and faucets, and sprinkler systems, but excluding dishwashers, garbage disposers and exterior porcelain finishes of toilets, sinks, showers and tubs;

(3) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for with regard to the Common Areas pursuant to the terms of these Restrictions or by law or which in its opinion shall be necessary or proper for the operation of the Project or for the enforcement of these Restrictions; provided, however, that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided as a result of the negligence or intentional acts of an Owner or Owners, as determined by a court of law or arising out of arbitration, the cost thereof shall be specially assessed to the Owners of such Units subject to the provisions of Article I, section (j) hereof; provided further, however, that before any such costs can be specially assessed against any Owner, the Owner may appeal such special assessment by giving notice to the entire Membership in accordance with Section 4 of Article II of the Bylaws.

(i) Pursuant to a determination of liability by a court of law or a decision arising out of arbitration, any amount necessary to discharge any lien or encumbrances levied

against the entire property or any part thereof which may constitute a lien against the Common Area, rather than merely against the interests therein of particular Owners, provided that where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be charged against said Owners subject to the provisions of Article I, section (j) hereof; provided further, however, that before any such costs can be charged as a monetary penalty or specially assessed against any Owner, the Owner may appeal such monetary penalty or special assessment by giving notice to the entire Membership in accordance with Section 4 of Article II of the Bylaws.

(j) Maintenance and repair of any Unit, except as otherwise provided herein, if such maintenance or repair is reasonably necessary in the opinion of the Board to protect the Common Area or preserve the appearance and value of the Project, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner or Owners, provided that the Board shall levy a monetary penalty against the Condominium of such Owners or Owners for the cost of said maintenance or repair subject to the provisions of Article I, section (j) hereof; and provided further, however, that before an Owner or Owners can be found liable for any such costs and before any such costs can be charged against any Owner the Owner is entitled to notice and a hearing in accordance with Section 4 of Article II of the Bylaws.

(k) Neither Declarant, the Association, the Board of Directors of the Association, nor any officer, agent or

employee of any of the same shall be liable to the Association or any Owner for any action or for any failure to act with respect to any matter included within the responsibilities, duties or activities of the Association, so long as such person or entity was not guilty of fraud, gross negligence or bad faith in taking such action or failing to act.

The Association shall indemnify Declarant, each Member of the Board of Directors of the Association, and any employee or agent of Declarant or the Association, against any loss as a result of any claim or legal proceeding relating to the performance or nonperformance of any act concerning the activities of the Association, provided that with respect to the subject matter of the claim or legal proceeding the party against whom the claim is made or legal proceeding is directed was not guilty of fraud, gross negligence or bad faith in such performance or nonperformance.

The indemnification authorized by this Section (k) shall include payment of (i) reasonable attorneys' fees or other expenses incurred in settling any claims or threatened action or incurred in any finally adjudicated legal proceeding; and (ii) expenses incurred in the removal of any liens affecting any property of the indemnitee. Indemnification shall be made from assets of the Association, and no Owner shall be personally liable to any indemnitee.

This Section (k) shall inure to the benefit of Declarant, the Association, the Members of the Board of Directors of the Association, the employees and agents of Declarant and the Association, and their respective heirs, executors, administrators, successors and assigns.

(1) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance funds capital

additions and improvements (other than for purposes of replacing portions of the Common Area), subject to all the provisions of these Restrictions.

IX. BOARD POWERS EXCLUSIVE

The Board shall have the exclusive right and obligation to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund except as expressly otherwise provided herein. In addition to any other limitations on the Board's powers provided for in these Restrictions, the Board's powers shall be limited as follows, except upon the vote or written assent of a majority of the voting power of the Association residing in the Owners other than the subdivider:

(a) No service contract shall be for a longer period than one (1) year with the following exceptions:

(1) A management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration

(2) A contract with a public utility company if the rates charged for the materials or services are 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.

(3) Prepaid casualty or liability insurance policies not to exceed three (3) years duration, provided, however, that the policy permits short rate cancellation by the insured.

(b) Selling during any fiscal year property of the Association having an aggregate fair market value greater

than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(c) Paying compensation to Members of the governing body or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the governing body may cause a Member or officer to be reimbursed for expenses incurred in carrying on the business of the Association; and

(d) Filling of a vacancy on the governing body created by the removal of a governing body Member.

X. OWNERS' OBLIGATIONS TO REPAIR

Except for those portions which the Board is required to maintain and repair hereunder each Owner shall, at his or her sole cost and expense, maintain and repair his or her Unit, keeping the same in good condition.

XI. MAINTENANCE FUND; ASSESSMENTS

(a) Procedure. Within sixty (60) days prior to the beginning of each calendar year the Board shall estimate the net charges to be paid during such year, including a reasonable provision for contingencies and replacements and less any expected income and any unallocated surplus from the prior year's funds. Said "estimated cash requirement" shall be assessed to each Condominium in accordance with "Exhibit 'D'"; provided, however, that the Board may not impose a regular assessment under this Article XI, subparagraph (a) which is more than twenty percent (20%) greater than the regular assessment for the immediately preceding fiscal year without first obtaining the written assent of a majority of the voting power of the Association residing in Members other than the subdivider. Declarant shall be liable for payment

of any assessment against any Condominium owned by Declarant in the same manner that Owners are liable for such assessment. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a special assessment, which shall be assessed in like proportions unless otherwise provided herein. Assessments made pursuant to this paragraph shall be paid to the Board in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate.

(b) Limitation On Special Assessments. In any fiscal year, the governing body of the Association may not, without the vote or written assent of a majority of the voting power of the Association residing in Members other than the subdivider, levy special assessments to defray the costs of any action or undertaking on behalf of the Association which in aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(c) Commencement of Assessments. Regular assessments against each Unit shall commence on the first (1st) day of the month following the date of closing of the first (1st) Unit sold.

(d) Use of Funds. All funds collected hereunder shall be expended for the purposes designated herein.

(e) Nonwaiver. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Condominium.

XII. DEFAULT IN PAYMENT OF ASSESSMENTS

Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations

of the Owner of the Condominium against which the same are assessed. The amount of any assessment, whether regular or special, assessed to the Owner of any Condominium including interest at ten percent (10%) and costs, including reasonable attorneys' fees, shall become a lien upon such Condominium upon recordation of a notice of assessment as provided in section 1356 of the Civil Code of the State of California. A certificate executed and acknowledged by the Board stating the indebtedness secured by the lien upon any Condominium created hereunder shall be conclusive upon the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Fifteen Dollars (\$15.00).

Any such lien may be foreclosed by an appropriate action in court or in the manner provided by law for the foreclosure of a mortgage under power of sale, and may be enforced by private sale in the manner and by the persons specified in Civil Code section 1356. Any action in court brought to foreclose such a lien shall be commenced within ninety (90) days following such recordation. In the event the foreclosure is under a power of sale, as in the case of a mortgage, the Board, or any person designated by it in writing, shall be deemed to be acting as the agent of the lienor and shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted.

Such sale shall be conducted in accordance with the provisions of sections 2924, 2924b and 2924c of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The certificate of sale shall be executed and acknowl-

edged by any two (2) Members of the Board or by the person conducting the sale. A deed upon court foreclosure shall be executed in a like manner after the lapse of the period of redemption then required by statute. Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Board shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof.

XIII. MORTGAGE PROTECTION

Notwithstanding any provision to the contrary herein contained:

(a) Subordination of Liens. The liens created hereunder upon any Condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value; provided, however, that after the foreclosure of any such mortgage a lien may be again created pursuant to Article XII hereunder on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

All holders of first deeds of trust or first mortgages on the Condominiums that have filed with the Board a request for notice of any proposed change in the Restrictions shall be entitled to receive written notice from the Association thirty (30) days prior to the effective date of any change in the Restrictions.

All first deed of trust holders or holders of first mortgages that have filed with the Board a request for notice of default shall be entitled to receive written notice from the Association of any default by the trustor of any deed of trust or mortgage on a Condominium (the beneficial interest in which is held by said lender) in the performance of such trustor's obligations under the Restrictions, which is not cured within thirty (30) days.

The Association shall discharge its obligation to notify such lenders by sending written notices required herein to the lender or lenders requesting notice, at the address given on the current request for notice, in the manner specified in Article VI hereof.

Without the prior written approval of seventy-five percent (75%) of the lenders who hold first deeds of trust on the Condominiums, the Restrictions in the following respects only shall not be amended as to:

(1) Change the undivided interests in the Common Area, or the share of assessments charged to any Condominium;

(2) Terminate or abandon the Restrictions, except as provided in Article XVII for damage or destruction of the building without rebuilding it;

(3) Allow partition, except as provided in Articles III and XVII.

(b) Amendments. No amendment of this paragraph shall affect the rights of the holder of any such mortgage or deed of trust recorded prior to recordation of such amendment who does not join in the execution thereof.

XIV. DELEGATION TO MANAGER

With the exception of the right to levy fines, hold disciplinary hearings or impose discipline; to file suit, foreclose for default in payment of assessment or record a claim of lien; to make capital expenditures; or to impose special assessments against an individual Unit, the Board may delegate any of its duties, powers or functions, including but not limited to the authority to give the certificate provided for in Article XII hereof, and the authority to give the subordination agreements provided for in Article XIII hereof, to any 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 for any omission or improper exercise by the manager of any such duty, power or function so delegated. In the absence of any appointment, the Chairman of the Board shall be employed to manage only until the first (1st) election of Board Members, at which time the new Board shall have the right to retain or discharge said Manager as it determines desirable in its discretion. No employment contract with such Manager shall be for a period longer than one (1) year without the prior approval of a majority of the voting power residing in Members other than the subdivider. The Board shall adopt and periodically revise written guidelines setting forth the authority delegated to, and the responsibilities and duties of the Manager.

XV. LIMITATIONS ON THE USE OF
THE UNITS AND COMMON AREA

The Units and Common Area shall be occupied as follows:

- (a) Each Residential Unit shall be used only for residential purposes or for office purposes in connection

with its residential use by the Owner, his lessees or guests and for no other purposes;

(b) There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Board;

(c) Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Common Area or any part of the Project, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area, or which would be in violation of any law; no waste will be committed in the Common Area;

(d) No sign of any kind shall be displayed to the public view on or from any Residential Unit or the Common Area, without the prior consent of the Board; provided, however, that nothing herein shall be deemed to prohibit the display of signs as provided by California Civil Code sections 712 and 713 and the regulations of the City and County of San Francisco so long as they are of customary and reasonable dimensions advertising any Condominium for sale or rent, subject to the control of the Board regarding placement, size and content.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Area, except that dogs, cats or other household pets may be kept in Units subject to rules and regulations adopted by the Board;

(f) No noxious or seriously offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done therein which may be or become a

serious annoyance or nuisance to the other Owners. The common roof area of the building shall not be used by any Owner, lessee or guest for any purpose other than as a fire escape or other such emergency use;

(g) Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board;

(h) There shall be no violation of rules for the use of the Common Area adopted by the Board and the Board is authorized to adopt such rules;

(i) None of the rights and obligations of the Owners created herein, or by the Deed creating the Condominiums shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners after conveyance of that Condominium by declarant;

(j) Except for those erected, constructed or maintained by the Board, no outside television antenna, aerial or radio pole shall be erected, constructed or maintained on the Common Area or any Unit located in such a manner as to be visible from the outside except by written consent from the Board;

(k) Each Owner shall be responsible for compliance with the provisions hereof by his or her guests and lessees.

XVI. ENTRY FOR REPAIRS

The Board or its agents may enter any Unit when necessary in connection with any maintenance, landscaping or

construction for which the Board is responsible but only upon first providing to the Owner at least forty-eight (48) hours notice, except in cases of emergencies. Such entry shall be made, at a reasonable time, with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

XVII. DAMAGE AND DESTRUCTION

If any of the building is damaged by fire or other casualty and said damage is limited to a single Unit, all insurance proceeds shall be paid to the Owner or Owners, or mortgagee or mortgagees of the Owner or Owners of such Unit, as their respective interests may appear, and such Owner or Owners, or mortgagee or mortgagees, shall use the same to rebuild or repair such Unit in accordance with the original plans and specifications therefor. If such damage extends to two (2) or more Units, or extends to any part of the Common Area:

(a) If the available insurance proceeds initially offered or paid by the insurer(s) do not exceed the sum of One Hundred Thousand Dollars (\$100,000) and the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than Ten Thousand Dollars (\$10,000), such insurance proceeds shall be paid to the insurance trustee designated in the same manner as set forth in Subparagraph (b)(1) of this Article XVII. The Board shall thereupon contract to repair or rebuild the damaged portions of all Units and the Common Area, in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all the

costs of repairing or rebuilding, the Board shall levy a special assessment on all Owners, based on the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of the floor area of all the Units to be assessed to make up any deficiency which deficiency shall not exceed Ten Thousand Dollars (\$10,000) without first obtaining approval of sixty percent (60%) of the Owners;

(b) If Subparagraph (a) is inapplicable, then:

(1) All insurance proceeds shall be paid to a bank or trust company designated by the Board to be held for the benefit of the Owners and their mortgagees as their respective interests may appear. The Board is authorized to enter on behalf of the Owners into such agreement, consistent with these Restrictions, with such insurance trustee, relating to its powers, duties and compensation, as the Board may approve.

(2) The Board shall obtain firm bids (including an obligation to obtain a performance bond) from two (2) or more responsible contractors to rebuild the Project in accordance with its original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the Owners to consider such bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain such bids, and call and conduct such meeting as herein provided (failure to call such meeting, or to repair such casualty damage, within twelve (12) months from the date such damage occurred shall be deemed for all purposes a decision not to rebuild said building). At such meeting, the Owners may elect upon a vote of sixty percent (60%) of each class of Members to reject all of such bids or estimates and thus not to rebuild, provided, however, the vote of at least

fifty-one percent (51%) of each class of Membership shall be required to reject any bid or estimate requiring amounts more than Ten Thousand Dollars (\$10,000) in excess of available insurance proceeds. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

(3) If a bid is to be accepted, the Board shall levy a special assessment, based upon the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of the floor area of all Units to be assessed, to make up any deficiency between the total insurance proceeds and the contract price for such repair or rebuilding, and such assessment and all insurance proceeds, whether or not subject to lien of mortgagees, shall be paid to said insurance trustee to be used for such rebuilding. If any Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance fund. Upon payment, the Board shall let the contract to the successful bidder.

(c) Within sixty (60) days after any such damage occurs, the Manager, or the Board, or if they do not any Owner, the Insurer, the insurance trustee or any mortgagee of any Owner shall record a sworn declaration stating that such damage has occurred, describing it, identifying the building suffering such damage, the name of any insurer against whom claim is made, and the name of any insurance trustee, reciting that the sworn declaration is recorded pursuant to this paragraph of these Restrictions, and that a copy of such sworn declaration has been served pursuant to the provisions of Article VI hereof on the Owners;

(d) If the Owners decide not to rebuild, either by calling a meeting and rejecting all bids presented or by failing to call such a meeting and failing to repair such damage within twelve (12) months after the damage occurs, then the Manager, or the Board, or if they do not any Owner or mortgagee of any Owner shall record a sworn declaration setting forth such decision and reciting that under the provisions of these Restrictions the prohibition against judicial partition provided for in Article III hereof has terminated and that judicial partition of the Project may be obtained pursuant to section 1354 of the Civil Code of the State of California. Upon final judgment of a court of competent jurisdiction decreeing such partition, these Restrictions shall terminate;

(e) The provisions of this Article XVII cannot be amended without the unanimous consent of the Owners in writing.

XVIII. APPORTIONMENT AMONG OWNERS UPON CONDEMNATION OR PARTIAL OR TOTAL DESTRUCTION

(a) In the event of condemnation of all or part of the Project or the partial or total destruction of the structural Common Area of the Project, and an election by the Owners not to rebuild pursuant to Article XVII, Section (d) of these Restrictions, then the condemnation award or the insurance proceeds shall be apportioned as follows:

(1) A condemnation award affecting all or a part of the structural Common Area of the Project which is not apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners in the subdivision, shall be distributed among the affected Owners and their respective mortgagees

according to the relative values of the Units affected by the condemnation as determined by independent appraisal in accordance with the procedure set forth in Section (b) of this Article XVIII.

(2) In the event of partial or total destruction of the structural Common Area of the Project, and an election by the Owners not to "rebuild," insurance proceeds received by the Association on account of the destruction of the Common Area shall be distributed by the Association among Owners of Units and their respective mortgagees proportionately according to the respective fair market values of the Units at the time of the destruction as determined by an independent appraisal in accordance with the procedure set forth in Section (b) of this Article XVIII.

(b) The Board of Directors shall select an independent appraiser to make a fair market value appraisal of each Unit in the Project to be paid for out of the maintenance fund or, if there are insufficient funds available, to be paid for by special assessment. The Board shall then total the individual values of each Unit and apportion the award or proceeds in accordance with a ratio determined by dividing each individual value by the total sum of all the Unit values. If any Unit Owner believes that one or more of the individual Unit values are too high or too low, the Owner may object to the apportionment by filing a protest in writing to the Board written fifteen (15) days after receiving the written valuations of all the Units. In such event, the Board shall select two (2) more independent appraisers and after the two (2) additional appraisers have each independently appraised the fair market value of each of the Units, all three (3) appraisers shall meet and determine a final value for each Unit by agreement or by majority vote, if necessary,

and all Owners shall be bound by these findings of value. The Board shall then determine the ratio of relative values if the Units as set forth above and shall apportion the award or proceeds accordingly.

XIX. EXCLUSIVE OWNERSHIP AND
POSSESSION BY OWNER

Each Owner shall be entitled to exclusive ownership and possession of his or her Unit. Each Owner shall be entitled to an undivided interest in the Common Area in the percentage expressed in "Exhibit 'C'" of this Declaration. The percentage of the undivided interest of each Owner in the Common Area as expressed in "Exhibit 'C'" shall have a permanent character and shall not be altered without the consent of all Owners expressed in an amended Declaration duly recorded. The percentage of the undivided interest in the Common Area shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Area in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

An Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, basement, floors, upper or top story ceilings, windows and doors bounding his Unit, nor shall the Owner be deemed to own the utilities running through his or her Unit which are utilized for or serve more than one Unit, except as a tenant-in-common with the other Owners. An Owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint,

tile, wax, paper or otherwise refinish and decorate the inner-surfaces of the walls, basements floors, upper or top story ceilings, windows and doors bounding the Unit.

XX. ALTERATIONS, ADDITIONS AND IMPROVEMENTS OF COMMON AREA

There shall be no structural alterations, capital additions to or capital improvements of the Common Area requiring an expenditure in excess of One Thousand Dollars (\$1,000.00) or such aggregate capital expenditures in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the prior approval of Owners holding sixty percent (60%) of the total votes and fifty-one percent (51%) of the votes residing in Members other than the subdivider.

XXI. AUDIT

Any Owner may at any time at his own expense cause an audit or inspection to be made of the books and records of the Manager or Board. The Board, at the expense of the maintenance fund, shall obtain an audit of all books and records pertaining to the Project in the following manner:

(a) Maintenance Fund Audit. At the annual meeting, the Board may present the audit of the maintenance fund, itemizing receipts and disbursements for the preceding fiscal year, the allocation thereof to each Owner by name and number of the subdivision interest. Within ten (10) days after the annual meeting, said statement shall be delivered to the Owners not present at said meeting. A pro forma operating statement or budget for the estimated maintenance for the coming fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year and shall

include a schedule of assessments received and receivable, identified by the number of the subdivision interest and the name of the entity assessed.

(b) An annual report as of the last day of the Association's fiscal year, a balance sheet and an operating statement for said fiscal year shall be distributed within one hundred twenty (120) days after the close of the fiscal year; provided, however, that such annual report, balance sheet and operating statement shall be distributed for an accounting period and within sixty (60) days after the date of such accounting period which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of an interest in the subdivision. The annual report shall consist of the following elements:

- (1) A balance sheet as of the end of the fiscal year.
- (2) An operating (income) statement for the fiscal year.
- (3) A statement of changes in financial position for the fiscal year.
- (4) Any information required to be reported under section 8322 of the Corporations Code.

(c) Ordinarily the annual report referred to in Article XXI, Section (b) above shall be prepared by an independent accountant for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand Dollars (\$75,000). If such report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

XXII. AMENDMENT

Except as otherwise may be expressly provided herein, the provisions of these Restrictions may be amended by an instrument in writing signed and acknowledged by record Owners holding fifty-one percent (51%) of the total votes of each class of Membership so long as two (2) classes of Ownership exist. In the event the two-class voting structure has terminated and there presently exists only one (1) voting class, amendment of these Restrictions shall require amendment by an instrument in writing signed and acknowledged by sixty percent (60%) of the total voting power of the Association and by sixty percent (60%) of the votes of Members other than the subdivider. Such amendment shall be effective upon recordation in the Office of the Recorder of the City and County of San Francisco.

XXIII. INTERPRETATION

The provisions of these Restrictions shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof.

XXIV. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

XXV. LIMITATION OF LIABILITY

The liability of any Owner for performance of any of the provisions hereof shall terminate upon sale, transfer, assignment or other divestiture of said Owner's entire interest in his, her or in their Condominium with respect to the obligations arising hereunder from and after the date of such divestiture.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 13th day of August, 1982.

"DECLARANT"

CLEAR RIDGE DEVELOPMENT COMPANY,
"a California Corporation"

By Richard E. Hague
RICHARD E. HAGUE, President

STATE OF CALIFORNIA

CITY AND COUNTY OF ~~SAN FRANCISCO~~
ALAMEDA

SS.

On this 13th day of August, 1982,
before me, Ann Marie Hines, a Notary Public in
and for the said City, County and State, residing therein,
duly commissioned and sworn, personally appeared Carl H. Lee proved
on the basis of ~~known to me~~ to be the person whose name is subscribed to the
satisfactory evidence within instrument and that he acknowledged to me that he
executed the same on behalf of CLEAR RIDGE DEVELOPMENT COM-
PANY, a California Corporation, and acknowledged to me that
such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year in this certificate
first above written.

Ann Marie Hines
Notary Public,
State of California

My commission expires 6-20-86



REEL D966 IMAGE 1047

RECORDED AT REQUEST OF

NORTHERN COUNTIES TITLE INS. CO.

NOV 20 PM 4: 27

When Recorded Mail to:

Jack Wholey, Esquire
Tosta & Browning
Law Corporation
785 Market Street, 14th Floor
San Francisco, California 94103

Attention: Kathleen A. Devine

D720281

FIRST AMENDMENT

TO THE

DECLARATION

OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP

FOR

1441 JONES STREET CONDOMINIUM PROJECT

WHEREAS, Charles H. Canellakis, a single man and Jill M. Pettit, a single woman, also known as Jill M. Canellakis, a married woman, are the Owners of all of the Condominium Units in that certain condominium project known as 1441 Jones Street, San Francisco, California, which project and owners are defined in that certain "Declaration of Covenants, Conditions, and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project," (the "Declaration") which Declaration was recorded on September 3, 1982 in Book D428 at Page 1723, in the Office of the Recorder of the County of San Francisco, State of California; and

WHEREAS, the property is more particularly defined and delineated on that certain map entitled "Map of 1441 Jones Street, a Condominium Project," which was recorded on January 26, 1982 in Map Book C019, Pages 115 thru 118, in the Office of the Recorder of the County of San Francisco, State of California; as per description attached:

WHEREAS, the Owners of Units are empowered by Article XXII of the Declaration to amend the Declaration pursuant to the terms thereof; and

WHEREAS it is the intention of the Owners of all of the Units to amend the Declaration.

THEREFORE, the Declaration is amended as follows:

14/17/10

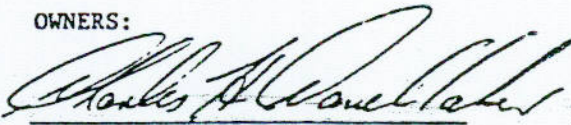
REEL D966 IMAGE 1048

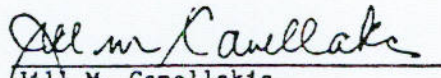
1. The first paragraph of the recitals on Page 1 of the Declaration is hereby amended to change the name of the Declarant, and shall read in full as follows:

"WHEREAS, Charles H. Canellakis, a single man, and Jill M. Pettit, a single woman, also known as Jill M. Canellakis, a married woman, (hereinafter jointly called "Declarant"), are the Owners of all that certain property located in the City and County of San Francisco, State of California, commonly known as 1441 Jones Street, San Francisco, California, and more particularly described in "Exhibit A", attached hereto and incorporated herein by reference; and"

IN WITNESS WHEREOF, the undersigned, being the Owner of all of the Units in the project, has executed this amendment on this 13TH day of NOVEMBER 13/82, 1985.

OWNERS:


Charles H. Canellakis


Jill M. Canellakis

10:c01

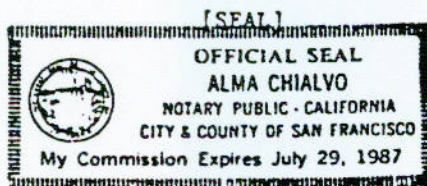
REEL D966 IMAGE 1049

STATE OF CALIFORNIA)
) SS.
COUNTY OF San Francisco)

On November 12, 1985, before me, Alma Chialvo
the undersigned Notary Public, personally
appeared Charles H. and Jill M. Canellakis
x personally known to me
proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) they subscribed to the
within instrument, and acknowledged that they executed it.
WITNESS my hand and official seal.

Alma Chialvo
Notary's Signature

Alma Chialvo
Name (typed or printed)

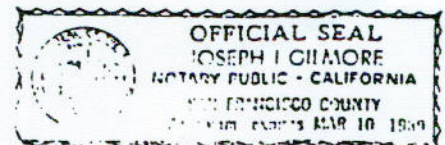


STATE OF CALIFORNIA

City of County of San Francisco }

On Nov 12, 1985, before me, the undersigned, a Notary Public
in and for said State, personally appeared Jill M. Canellakis
AKA Jill M. Pottit
personally known to me or proved to me
on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument, and acknowledged to me that he executed it.

ACKNOWLEDGMENT - INDIVIDUAL
WTI FORM NO. 98 - 1983



No. 297432

REEL D966 IMAGE 1050

DESCRIPTION

The Land referred to herein is situated in the State of California, City and County of San Francisco, and is described as follows:

PARCEL NO. 1

A Fee Interest in Unit 201 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 1A, an undivided 11.8 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 1A herein is an undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

This unit has been designated as Assessor's Lot 29 in Block 118 and derived from underlying Lot 4 in Block 118.

(Continued)

No. 297432

REEL D966 IMAGE 1051

PARCEL NO. 2

A Fee Interest in Unit 202 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 2A, an undivided 7.8 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 2A herein is an undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

This unit has been designated as Assessor's Lot 30 in Block 118 and derived from underlying Lot 4 in Block 118.

(Continued)

No. 297432

PARCEL NO. 3

REEL D966 IMAGE 1052

A Fee Interest in Unit 301 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 3A, an undivided 5.6 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 3A herein is an undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

This unit has been designated as Assessor's Lot 31 in Block 118 and derived from underlying Lot 4 in Block 118.

(Continued)

No. 297432

REEL D966 IMAGE 1054

PARCEL NO. 5

A Fee Interest in Unit 303 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 5A, an undivided 7.8 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 5A herein is an undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

This unit has been designated as Assessor's Lot 33 in Block 118 and derived from underlying Lot 4 in Block 118.

No. 297432

REEL D966 IMAGE 1055

PARCEL NO. 6

A Fee Interest in Unit 304 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 6A, an undivided 7.9 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 6A herein is an undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

This unit has been designated as Assessor's Lot 34 in Block 118 and derived from underlying Lot 4 in Block 118.

(Continued)

No. 297432

REEL D966 IMAGE 1056

PARCEL NO. 7

A Fee Interest in Unit 401 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 7A, an undivided 5.6 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 7A herein is an undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

This unit has been designated as Assessor's Lot 35 in Block 118 and derived from underlying Lot 4 in Block 118.

(Continued)

No. 297432

REEL D966 IMAGE 1057

PARCEL NO. 8

A Fee Interest in Unit 402 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 8A, an undivided 5.5 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 8A herein is an undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

This unit has been designated as Assessor's Lot 36 in Block 118 and derived from underlying Lot 4 in Block 118.

(Continued)

No. 297432

REEL D966 IMAGE 1058

PARCEL NO. 9

A Fee Interest in Unit 403 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 9A, an undivided 7.8 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 9A herein is an undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

This unit has been designated as Assessor's Lot 37 in Block 118 and derived from underlying Lot 4 in Block 118.

(Continued)

No. 297432

REEL D966 IMAGE 1059

PARCEL NO. 10

A Fee Interest in Unit 404 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 10A, an undivided 7.9 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 10A herein is undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

This unit has been designated as Assessor's Lot 38 in Block 118 and derived from underlying Lot 4 in Block 118.

(Continued)

No. 297432

REEL D966 IMAGE 1060

PARCEL NO. 11

A Fee Interest in Unit 501 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 11A, an undivided 5.6 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 11A herein is an undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

unit has been designated as Assessor's Lot 39 in Block 118 and ved from underlying Lot 4 in Block 118.

(Continued)

No. 297A32

REEL D966 IMAGE 1061

PARCEL NO. 12

A Fee Interest in Unit 502 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 12A, an undivided 5.5 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 12A herein is an undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

This unit has been designated as Assessor's Lot 40 in Block 118 and derived from underlying Lot 4 in Block 118.

(Continued)

No. 297432

REEL D966 IMAGE 1062

PARCEL NO. 13

A Fee Interest in Unit 503 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 13A, an undivided 7.8 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 13A herein is an undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

This unit has been designated as Assessor's Lot 41 in Block 118 and derived from underlying Lot 4 in Block 118.

(Continued)

No. 297432

PARCEL NO. 14

REEL D966 IMAGE 1063

A Fee Interest in Unit 504 as shown and defined on the Condominium Map Book recorded at Map Book C019 at pages 115 thru 118 recorded on January 26, 1982 in the Official Records of the Office of the Recorder of the City and County of San Francisco.

Parcel 14A, an undivided 7.9 per cent interest in the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT "A"

The undivided percentage interest as set forth in Parcel 14A herein is an undivided percentage in and to all of the common area including General Common Area as shown on the certain Condominium Map recorded in the Office of the Recorder of the City and County of San Francisco on January 26, 1982 in Condominium Map Book C019 at pages 115 thru 118.

This unit has been designated as Assessor's Lot 42 in Block 118 and derived from underlying Lot 4 in Block 118.

34784-A

SAN FRANCISCO, CA
RECORDER'S OFFICE

Recording Requested By:

Jack Wholey, Esq.
Law Offices of
Timothy A. Tosta
785 Market Street, 14th Floor
San Francisco, California 94103

DOC- D837364

Northern Title Company

Friday, July 25, 1986

08:00:00am

Rec 5.00 --- Pg 3.00

Mic 1.00 --- Amt 9.00

TOTAL -> \$9.00

SECOND AMENDMENT

ALL E13/IMAGE 854

TO THE

DECLARATION

OF

CONDITIONS, COVENANTS AND RESTRICTIONS

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP

FOR

1441 JONES STREET CONDOMINIUM PROJECT

WHEREAS, the attached signatories represent at least fifty-one percent (51%) of the Owners of all of the Condominium Units in that certain condominium project known as 1441 Jones Street, San Francisco, California ("Project") which Project and Owners are defined in that certain Declaration of Conditions, Covenants, and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project, ("Declaration"), recorded September 3, 1982, in the Office of the Recorder of San Francisco County, State of California, in Book D482, Page 1723 and following; and

WHEREAS, the Project is more particularly defined and delineated on that certain map entitled "Map of 1441 Jones Street, a Condominium Project" ("Map"), recorded on January 26, 1982, in the Office of the Recorder of San Francisco County, State of California, in Book C019 of Maps, Pages 115 through 118; and

WHEREAS, the Owners of Units are empowered by Section XXII of the Declaration to amend the Declaration pursuant to the terms thereof; and

WHEREAS, it is the intention of at least fifty-one percent (51%) of all Owners of Units to amend the Declaration.

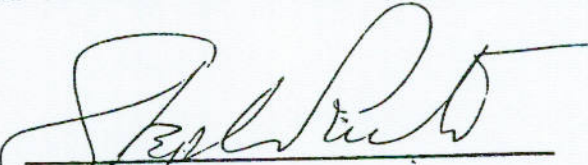
THEREFORE, the Declaration is amended as follows:

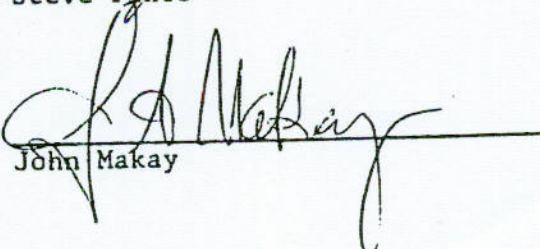
1. Exhibit D of the Declaration is hereby amended to change the allocation of maintenance fund assessments and shall read in full as follows:

"All budget items shall be allocated equally among the condominium units, except for regular and special assessments for insurance, gas, water and boiler service, and reserves for paint, roof, water heaters and boiler, which shall be prorated in proportion to their sizes, according to the following percentages:

<u>Unit No.</u>	<u>Square Footage</u>	<u>Percentage for Assessment Proration</u>
201	1,706	11.8
202	1,253	7.8
301	912	5.6
302	905	5.6
303	1,317	7.8
304	1,316	7.8
401	912	5.6
402	905	5.6
403	1,317	7.8
404	1,316	7.8
501	912	5.6
502	905	5.6
503	1,317	7.8
504	1,316	7.8"

IN WITNESS WHEREOF, the attached signatories do represent at least fifty-one percent (51%) of Owners of all of the Units in the Project and have executed this Amendment.


Steve Pinto


John Makay

1. Exhibit D of the Declaration is hereby amended to change the allocation of maintenance fund assessments and shall read in full as follows:

"All budget items shall be allocated equally among the condominium units, except for regular and special assessments for insurance, gas, water and boiler service, and reserves for paint, roof, water heaters and boiler, which shall be prorated in proportion to their sizes, according to the following percentages:

<u>Unit No.</u>	<u>Square Footage</u>	<u>Percentage for Assessment Proration</u>
201	1,706	11.8
202	1,253	7.8
301	912	5.6
302	905	5.6
303	1,317	7.8
304	1,316	7.8
401	912	5.6
402	905	5.6
403	1,317	7.8
404	1,316	7.8
501	912	5.6
502	905	5.6
503	1,317	7.8
504	1,316	7.8"

IN WITNESS WHEREOF, the attached signatories do represent at least fifty-one percent (51%) of Owners of all of the Units in the Project and have executed this Amendment.

GENERAL ACKNOWLEDGMENT

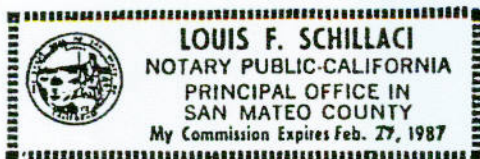
State of California
County of San Francisco } SS.

On this the 24th day of July 19 86 before me,

Louis F. Schillaci

the undersigned Notary Public, personally appeared

Steve Pinto and John Makay



☒ personally known to me
☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it.
WITNESS my hand and official seal.

Louis F. Schillaci
Notary's Signature

MAR 13 1992

CONFORMED COPY of document recorded on

F083346

at _____ as No. _____

This document has not been compared with
the original

SAN FRANCISCO COUNTY RECORDER.

Recording Requested By:

Jack Wholey, Esq.
Browning, Wholey & Lenvin
1388 Sutter Street, Suite 900
San Francisco, California 94109

THIRD AMENDMENT

TO THE

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP FOR

1441 JONES STREET CONDOMINIUM PROJECT

WHEREAS, the attached signatories represent at least sixty percent (60%) of the total voting power of the Association, and at least sixty percent (60%) of the votes of members other than the subdivider, for the Condominium Units in that certain condominium project known as 1441 Jones Street ("Project") which Project is defined in that certain Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for 1441 Jones Street Condominium Project, recorded September 3, 1982, in the Office of the Recorder of San Francisco County, State of California, in Book D428, Page 1723 and

SAN FRANCISCO, CA RECORDER'S OFFICE
Bruce Jamison, Recorder
DOC- F083346

Friday, March 13, 1992

10:35:42am

Rec	24.00	—	Pa	20.00
Stp	19.00	---	Mic	1.00
RPF	2.00	---	Amt	64.00
TOTAL	-> \$64.00			

REEL F583 IMAGE 0343

following, as amended by Instrument recorded November 20, 1985, in Book D966, Page 1047, Official Records, and further by Second Amendment recorded July 25, 1986, in Book E137, Page 854, Official Records (all referred to hereinafter as the "Declaration"); and

WHEREAS, the Project is more particularly defined and delineated on that certain map entitled "Map of 1441 Jones Street, a Condominium Project" ("Map"), recorded on January 26, 1982, in the Office of the Recorder of San Francisco County, State of California, in Book 19 of Condominium Maps, Pages 15 through 18; and

WHEREAS, the Owners of Units are empowered by Article XXII of the Declaration to amend the Declaration pursuant to the terms thereof; and

WHEREAS, it is the intention of the Owners to amend the Declaration.

THEREFORE, the Declaration is amended as follows:

1. Article I, Section (n) is hereby deleted and restated as follows:

P083346

"(n) "Exclusive Easements". Shall mean those portions of the Common Area defined and shown on sheets 5 and 6 of the Map as areas numbered G-303 with regard to garden area, P-1 through P-13 with regard to parking areas, and D-304 with regard to deck area. Exclusive easements for use of the garden and deck areas shall be granted appurtenant to the correspondingly-numbered Unit.

The Owner of Unit 303 shall maintain the garden area designated G-303 free and clear of any trash. The garden shall be maintained in a reasonable condition and all trees shall be trimmed so as to avoid any unreasonable blocking of views. All costs of garden maintenance shall be the sole responsibility of the Owner of Unit 303.

The Owner of Unit 304 shall be responsible for the cost of upkeep and maintenance of deck area designated D-304, including wood and structural integrity. Deck D-304 shall not be used for storage and no structure shall be built or placed thereon.

Exclusive easements for use of the parking areas, with restrictions on the allowable vehicle size for each area, shall be granted as follows:

F083346

<u>UNIT NO.</u>	<u>PARKING AREA</u>	<u>MAXIMUM VEHICLE LENGTH</u>	<u>VEHICLE WIDTH</u>
201	P-13 Motorcycle	8'	3'
202	P-1	14'6"	5'
301	None		
302	P-4	14'6"	5'
303	P-9	16'	6'
304	P-11	14'6"	6'
401	P-7	14'6"	6'
402	P-3	14'6"	6'
403	P-12	14'6"	6'
404	P-5	16'	6'
501	P- 6 7	16'	6'
502	P- 7 8	16'	6'
503	P-10	16'	6'
504	P-6	16'	6'

2. Article 1, Section (o) shall be added to the Declaration and shall read in full as follows:

"(o) "Map". Shall mean that certain subdivision map entitled "Map of 1441 Jones Street, a Condominium Project", recorded on January 26, 1982, in the Office of the Recorder of the County of San Francisco, State of California, in Book 19 of

F083346

Condominium Maps, pages 15 through 18, as amended by that certain subdivision map entitled "Map Showing the Resubdivision of a Portion of 1441 Jones Street, a Condominium Project", recorded on January 31, 1992, in the Office of the Recorder of the County of San Francisco, State of California, in Book 35 of Condominium Maps, pages 131 through 144".

3. Exhibit C of the Declaration is hereby deleted and restated in full as follows:

"The percent of undivided interest in the Common Area conveyed with each Unit is as follows:

<u>Unit No.</u>	<u>Percent of Ownership of Common Area</u>	<u>Map</u>
201	3.1	3.96
202	5.8	5.74
301	6.2	6.14
302	6.0	5.96
303	11.2	11.10
304	8.7	8.64
401	6.2	6.14

PG83346

402	911	6.0	5.96
403	1,297	8.6	8.49
404	1,321	8.7	8.64
501	938	6.2	6.14
502	911	6.0	5.96
503	1,297	8.6	8.49
504	1,321	8.7	8.64
			<u>100.20</u>

IN WITNESS WHEREOF, the attached signatories do represent at least sixty percent (60%) of the total voting power of the Association, and at least sixty percent (60%) of the votes of members other than the subdivider for the Units in the Project, and have executed this Amendment effective January 31, 1992.

UNIT (LOT)

OWNER

201 (29)

Louis Ryan
Louis Ryan

Joey Ryan
Joey Ryan

202 (30)

Louis Ryan
Louis Ryan

Joey Ryan
Joey Ryan

F083346

301 (31)

Lola Jane Berrier
Lola Jane Berrier

John F. Anderholm
John F. Anderholm

302 (32)

Maureen Cook
Maureen Cook

F083346

UNIT (LOT)

OWNER

303 (33)

Peter M. Pinto

304 (34)

Frederic Golden

401 (35)

Douglas P. Bargh

402 (36)

George Playdon

403 (37)

Karen L. Clay

FG83346

UNIT (LOT)

OWNER

404 (38)

Stephen C. Nelson
Stephen C. Nelson

Martha Wright Nelson
Martha Wright Nelson

501 (39)

502 (40)

Gloria J. Bennewitz
Gloria J. Bennewitz

503 (41)

504 (42)

James J. McCreary
James J. McCreary

Ngoc Lan Thi Nguyen
Ngoc Lan Thi Nguyen

Wilfried Kruse
Wilfried Kruse

F083346

(General)

STATE OF CALIFORNIA

COUNTY OF San Francisco

On

State personally appeared

before me, the undersigned, a Notary Public in and for said

Wilfried Kruse

personally known to me (or proved to me on the basis of satisfactory evidence)

to be the person

whose name he subscribed

to the within instrument and acknowledged that

executed the same.

WITNESS my hand and official seal

Signature

Name typed or Printed

OFC-2006



F083346

UNIT (LOT)

OWNER

404 (38)

Stephen C. Nelson
Stephen C. Nelson

Martha Wright Nelson
Martha Wright Nelson

501 (39)

Gloria J. Bennowitz
Gloria J. Bennowitz

502 (40)

Walter C. Chouteau
WALTER C. CHOUTEAU

503 (41)

James J. McCarty
James J. McCarty

504 (42)

Ngoc Lan Thi Nguyen
Ngoc Lan Thi Nguyen