

Recording Requested By:

Quiet Harbor Homeowners Association

When Recorded Mail To:

Quiet Harbor Homeowners Association
c/o CJM Association Services, Inc.
P.O. Box 190
Pleasanton, CA 94566

Recorded in Official Records, Solano County

Skip Thomson
Assessor/Recorder

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P QUIET HARBOR HOMEOWNERS

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Titles: 1 Pages: 8



Fees	28.00
Taxes	0.00
Other	0.00
PAID	\$28.00

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR QUIET HARBOR HOMEOWNERS ASSOCIATION

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR QUIET HARBOR HOMEOWNERS ASSOCIATION

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions of the Quiet Harbor Homeowners Association dated November 11, 1988 is made on the date hereinafter set for by the Quiet Harbor Homeowners Association, a California nonprofit mutual benefit corporation (the "Association").

WHEREAS, the Association is the successor in interest to Centex Real Estate Corporation, who as Declarant executed that certain Declaration of Covenants, Conditions and Restrictions dated November 11, 1988 and recorded on December 8, 1988, in the Official Records of Solano County, State of California (the "Declaration"); and *starting at Pg 163309*

WHEREAS, the Declaration governs that certain real property described as "All that property lying within the Boundaries of the Final Map of Glen Cove Unit 5-E, filed June 6, 1988, Book 52 of Maps, Page 23, Solano County Records" ("the Project"); and

WHEREAS, the Members, constituting at least 67% of the Members of the total voting power of the Association, and the Mortgagees, constituting at least 67% of all Mortgagees of units at the Project (based on one vote for each Mortgage owned), desire to amend the Declaration pursuant to Section 16;

NOW, THEREFORE, pursuant to Section 16 of the Declaration, the Members constituting at least 67% of the Members of the Association, and the Mortgagees constituting at least 67% of all Mortgagees of units at the Project, do hereby declare that the Declaration be, and hereby is, amended as follows:

Paragraph 4.09 of the Declaration is revoked and replaced with the following Paragraph 4.09:

4.09. Right to Lease. Any leasing or renting of any Unit within the Project shall be subject to all the provisions of the Project Documents and this Paragraph 4.09.

a. Restriction on Number of Units Leased. Not more than 40 of the Units within the Project shall, at any particular time, be leased or rented or occupied by anyone other than an Owner, members of his or her household, or temporary guests, except as provided in this Paragraph 4.09. The restriction on the number or percentage of Units that may be leased or rented as set forth in this Paragraph 4.09(a) shall not apply to any Unit which is being leased or rented on the date this First Amendment to the Declaration (the "First Amendment") is recorded, nor to any current owners or their heirs, but shall apply to any Unit or Units upon transfer of title to such Unit subsequent to the date this First Amendment is recorded.

b. Implementation. Upon request from the Board after this First Amendment is recorded, each Owner renting or leasing a Unit shall provide such information as the Board may reasonably require to implement the provisions of this Paragraph 4.09, including but not limited to the names of the tenants and the members of the tenants' household and a copy of the signed lease. Any permitted rental or leasing of a Unit commencing after this First Amendment is recorded and the renewal of a tenancy in effect on the date this First Amendment is recorded shall be pursuant to a written lease or rental agreement in accordance with Paragraph 4.09(k).

c. Exceptions. The Board of Directors shall have the right but shall not be obligated to waive some or all of the provisions of this Paragraph 4.09 either (i) in cases of deserving and unusual hardship or (ii) for a limited term, not to exceed one (1) year upon written request of an Owner representing that he or she will retake possession and occupancy of the Unit as a resident thereof upon the expiration of such limited term and subject to such other conditions as the Board may determine. The Board shall have the right to review and approve the lease for such limited term. Exceptions as authorized by the Board shall take precedence over the order of priority established pursuant to Paragraph 4.09(i) below.

d. Written Application. Any Owner desiring to lease or rent his or her Unit shall submit an application in writing to the Board of Directors, which shall state: the name, mailing address, Unit address, and record ownership date of the Owner; the proposed lease term; the number of tenants; and such other information which the Board of Directors may reasonably require from time to time. Each record Owner shall have the further right, upon written request delivered to the Association, to appear in person before the Board of Directors and to discuss the request to lease or rent his or her Unit.

e. Board Review of Application. Within thirty (30) days after receipt of such application to lease or rent, the Board of Directors shall review such application, and approve or disapprove it in a written notice transmitted to the requesting Owner. If the application is disapproved, the notice shall specify the reason(s) for disapproval. The Board shall approve the application, unless doing so will increase the number of Units leased or rented within the Project to more than allowed under Paragraph 4.09(a), or will otherwise result in the violation of any provision of this Paragraph 4.09.

f. Rehearing. If the application is disapproved, the Owner concerned shall have a right to rehearing upon written request to the Board of Directors, at its next regular meeting, or as otherwise agreed between the Owner and the Board. The Owner shall have the right to appear at the rehearing and present his or her case. Within ten (10) days after the conclusion of such rehearing, the Board shall transmit its written determination to the requesting Owner and, if again disapproved, shall specify the reasons for such disapproval.

g. Decision of Board Conclusive. The decision of the Board of Directors in approving or disapproving an application of an Owner to lease his or her Unit shall be final and conclusive.

h. List of Rented Units. The Board of Directors shall prepare a list of all Owners currently leasing or renting a Unit, which list shall include the Owner's name, mailing address, Unit address, date of record ownership, and term of the lease. Such list shall be made available to any Owner upon payment of a reasonable administrative charge to be set by the Board of Directors.

i. Priority of Applicants. The Board shall establish and maintain a priority list, identifying the name, mailing address, address of Unit, record date of ownership, and date the written application or request of each Owner to lease or rent his or her Unit was submitted to the Board. When the number of Units leased or rented in the Project is less than the number allowed under Paragraph 4.09(a), the Board shall authorize the Owner who submitted the earliest application to lease or rent his or her Unit. Once an Owner not grandfathered by Section 4.09(a) above obtains permission to lease or rent, he or she may do so to consecutive lessees or renters or for consecutive terms without interruption of more than thirty (30) days or may reoccupy his or her Unit for a period not to exceed thirty (30) days, without having to reapply to the Board for permission to lease or rent.

j. Owner Responsibility. Each Owner leasing a Unit shall be strictly responsible and liable to the Association for the actions of such Owner's tenant(s) in or about all Units and Common Area and for each tenant's compliance with the provisions of all Association Governing Documents. An Owner leasing or renting a Unit shall provide the tenant(s) with copies of the Governing Documents and all subsequent amendments.

In the event a tenant's conduct involves damage or misuse of any Common Area or facilities on any Common Area or constitutes an unreasonable nuisance to Residents, the Association shall be entitled to maintain an eviction action against such tenant to the same extent as the Owner of the Unit, the Association being deemed to be a third party beneficiary of any lease or rental agreement involving any Unit within the Project. The Association's right to maintain an eviction action shall arise only in the event that (i) the Association has given notice to the Owner detailing the nature of the infraction and the Owner has had a reasonable opportunity to take corrective action or to appear before the Board to present arguments as to why eviction by the Association is not necessary, and (ii) the Owner has not taken action to prevent and/or correct the actions of the tenant giving rise to the damage or nuisance.

Every Owner of a Unit that is occupied by persons other than the Owner pursuant to a lease or otherwise, agrees to and shall indemnify and defend the Association, its officers, directors, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorneys' fees arising out of the conduct or presence of the occupants of the Unit upon the Project, including any such arising or alleged to have arisen out of the enforcement or nonenforcement by the Association of the Governing Documents against such occupants. Without limiting the generality of the foregoing, all costs, including attorneys' fees incurred by the Association to enforce the Governing Documents against such occupants, including eviction as provided herein, shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Reimbursement Assessment.

k. Requirements of Written Lease or Rental Agreement.

Any lease or rental of any Unit within the Project shall be by written lease or rental agreement, a copy of which shall be given to the Board of Directors immediately upon execution, which shall expressly provide that the Association is deemed to be a third party beneficiary of the lease or rental agreement, that its terms are subject to all of the provisions of the Governing Documents (specifically including the provision that the Association shall be entitled to maintain an eviction action against such tenant to the same extent as the Owner of the Unit), that the tenants and lessees of such Unit shall comply with all provisions of the Governing Documents, and that any violation of any provisions of the Governing Documents shall constitute a breach and default of the terms of such lease or rental agreement. Any lease or rental agreement entered into between an Owner and a lessee or renter shall be for a minimum term of one (1) year.

1. Time-Share Arrangements. No Unit or Units shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time sharing agreement, plan, program or arrangement, including, without limitation, any so called "vacation license," "travel club," "extended vacation," or other membership or time interval ownership arrangement. The term "time sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess any Unit or Units in the Project rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like kind use privileges, according to a fixed or floating interval or period of time. This section shall not be construed to limit the personal use of any Unit in the Project by any Owner or his or her or its social or familial guests.

m. Occupancy Limitation. No more than two (2) people per bedroom plus one (1) additional person may occupy a leased or rented Unit at one time (*i.e.*, if the leased or rented Unit has two (2) bedrooms, then the occupancy limit is five (5) people, and if the leased or rented Unit has three (3) bedrooms, then the occupancy limit is seven (7) people.

n. Use of Common Facilities. Any Owner who rents or leases his or her Unit to a tenant shall not be entitled to use and enjoy any common facilities on the Common Area during the period the Unit is occupied by such tenant.

IN WITNESS THEREOF, we, the Members of the Association, constituting at least 67% of the total voting power of the Association, and Mortgagees constituting at least 67% of all Mortgagees of units at the Project, hereby affirm, approve, and adopt the foregoing First Amendment in accordance with Section 16 of the Declaration, by means of the signatures of the President and the Secretary of the Association, duly authorized by written consent of at least 67% of the voting power of the Association and 67% of all Mortgagees of units at the Project, which First Amendment shall be recorded with the County Recorder of Solano County, California.

QUIET HARBOR
HOMEOWNERS ASSOCIATION


Barbara Erick
President

Virginia M. Lyman
Secretary

State of California)
) ss.
County of San Francisco)

On this 10th of February 2005, before me, Chinetha Maria Thomas, Notary Public, personally appeared Barbara Erick personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Chinetha Maria Thomas

My commission expires: September 2, 2007



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California
County of Solano

On Feb 23, 2005 ~~September 20, 2004~~, before me Kim Asadi, Notary Public
personally appeared Virginia M. Lyman

- personally known to me or
- 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.



Notary Seal

WITNESS my hand and official seal.

Kim Asadi
Signature of Notary Public

-----OPTIONAL-----

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: First Amendment to the Declaration of C.C. & R's

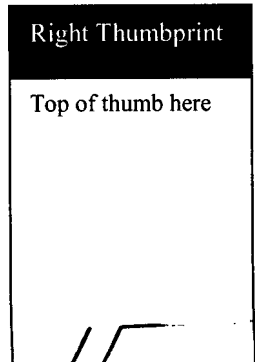
Document Date: 2-23-05 Number of Pages 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's name: _____

- Individual
 - Corporate Officer- Title(s): _____
 - Partner - Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
- Signer is representing: _____



END OF DOCUMENT