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WARREN S. ... RECORDER
SAN MATEO COUNTY
OFFICIAL ...

WHEN RECORDED MAIL TO:

SEABRIDGE COMMUNITY ASSOCIATION, INC.
c/o Feingold and Youngling, PLC
810 Fifth Avenue
San Rafael, CA 94901

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SEABRIDGE COMMUNITY ASSOCIATION, INC.**

RECITALS

A. The Seabridge Community Association, Inc., a California nonprofit corporation ("Association") is an entity responsible for maintaining and administering the Seabridge Townhomes pursuant to the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") for Seabridge recorded on February 8, 1977 as Document No. 79613AK in the Official Records of San Mateo County, California.

B. Seabridge is a planned development wherein the Owners actually own their lots and the buildings on them. It is unlike a condominium in that the Owners are responsible for all maintenance, repair and replacement of components unless specifically assigned to the Association. The original version of the CC&Rs contains scattered references that were difficult to refer to and often unclear in their meaning as to such responsibilities. The purpose of this amendment is to consolidate and clarify these responsibilities.

C. Pursuant to the amendment provisions in the CC&Rs, on October 31, 1991 the Association voted and approved the language of said changes.

DECLARATION

The following Article is hereby added to the Declaration:

ARTICLE XVII

EXTERIOR MAINTENANCE, REPAIR AND REPLACEMENT

Notwithstanding any other provision in the CC&Rs, the following shall govern the designation of Owner and Association responsibilities for the building and subdivision components referred to below.

Section I. Walls and Trim.

- (a) The Association shall be responsible to paint (or stain) the exterior walls and trim which are part of the dwellings and which are directly exposed to the weather. This shall include such ancillary components as are visible from the outside including such items as gutters, downspouts and attic vents.
- (b) The Owner shall be responsible for the integrity of the waterproofing systems such as building paper, window flashings or other flashings below painted surfaces. The Owner shall be responsible for the maintenance (including

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painting), repair and replacement of windows, exterior doors, skylights, lights, light fixtures, electrical outlets and other similar components.

Section 2. Roofing.

The Association shall be responsible to maintain, repair and replace the roofing materials, including built up roofing (tar and gravel) and shingles, as well as substrate and sheet metal flashing ancillary to the roofing surfaces. The Association shall also be responsible for the maintenance, repair and replacement of gutters and downspouts.

Section 3. Decks, Patios, Walkways & Driveways, and Boat Docks.

- (a) Decks. The Owner shall be responsible for the maintenance, repair and replacement of all deck components, including elastomeric coatings, substrate, planks, joists, structural elements, flashings, and railings. The only responsibility of the Association shall be the periodic painting or staining of the railings.
- (b) Patios. The Owner shall be responsible for the maintenance, repair and replacement of all patio components including slabs and landscaping.
- (c) Walkways & Driveways. The Owner shall be responsible for the maintenance of walkway and driveway divider strips/expansion joints. Owners sharing the same walkway shall be equally responsible for these components.
- (d) Boat Docks. Some Owners have received Association approval for the installation of ramps and boat docks. All ramps and boat docks are the responsibility of the individual Owner to maintain, repair and replace.

Section 4. Fences and Partition Walls.

- (a) The Association shall paint or stain the surface areas of the fences and partition walls.
- (b) Where fences and exterior partition walls divide individual lots from common area the Association performs maintenance, repairs and replacement and shares the cost equally with the individual Owner (except as to painting or staining). The Association shall implement the work, control it and collect the Owner's share as a reimbursement or by such other method as may be agreed upon or specified under the CC&Rs, including assessments.
- (c) Where perimeter fences or exterior partition walls on one lot abut other lots or adjacent subdivisions, other than painting or staining, the Association will not perform or be financially responsible for the maintenance, repair or replacement of the fences or exterior partition walls.
- (d) Adjacent Owners shall be equally responsible (except for painting or staining) for the maintenance, repair and replacement of fences, exterior privacy walls, railings or other components along the shared lot line.

Section 5. Termite Damage.

- (a) Each Owner is responsible for the repair and maintenance of that Owner's separate interest as may be occasioned by the presence of wood-destroying pests or organisms.

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- (b) At the direction of the Board of Directors, the Association may assume responsibility to coordinate and cause repair and maintenance where such work must be performed on more than one residence. If the Association exercises the right to such control, it shall give reasonable notice of the need to temporarily vacate the dwelling to the occupants and to the owners, and/or as otherwise provided in Civil Code Section 1364.
- (c) The Association may cause the temporary, summary removal of any occupant of a residence for such periods and at such times as may be necessary for prompt, effective treatment of wood-destroying pests or organisms.
- (d) The costs of temporary relocation during the repair and maintenance of the areas within the responsibility of the Association shall be borne by the owner of the separate interest affected. The cost of alleviating the pest problem and any reconstruction shall be the responsibility of those affected. In the event the Association advances costs for such maintenance and/or repair or enforcement of this section, it may seek reimbursement in the same manner as collection of delinquent assessments.

The undersigned declare, under penalty of perjury, under the laws of the State of California, that the matters set forth in this Amendment are true and correct of their own knowledge and that the foregoing amendment has been approved by the percentage of Owners required by the CC&Rs (51%). Executed at Redwood City, California, on December 16, 1991.

Linda S. Price
 Name:
 Title: President

Matthew J. Hassett
 Name:
 Title: Secretary

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SAN MATEO)

On this 16 day of December, 1991, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Linda S. Price and MATTHEW J. HASSETT, known to me to be the persons who executed the within instrument as Officers of the corporation that executed the within instrument, and acknowledged to me that the corporation executed it.

(seal)

Julius L. Litson
 Notary Public



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