

**RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:**

2024039294

03/22/2024 01:13 PM

7 PGS

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$107.00

UNIVERSITY TERRACE BERKELEY
HOMEOWNERS ASSOCIATION
c/o HUGHES GILL COCHRANE TINETTI, P.C.
Attn: Hanh T. Pham, Esq.
1350 Treat Boulevard, Suite 550
Walnut Creek, California 94597



*B23
7
cc*

(Space Above for Recorder's Use)

**THIRD AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR UNIVERSITY TERRACE BERKELEY HOMES**

**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR
UNIVERSITY TERRACE BERKELEY HOMES**

____ (President) and _____ (Secretary) certify that:

1. They are, respectively, the President and the Secretary of University Terrace Berkeley Homeowners Association, a California non-profit mutual benefit corporation (hereinafter, "Association").

2. By virtue of the recordation of that Declaration of Covenants, Conditions & Restrictions for University Terrace Berkeley Homes on October 11, 1994 as Document No. 94-329463 in the records of the County of Alameda Recorder's Office, the recordation of that First Amendment to Declaration of Covenants, Conditions and Restrictions of University Terrace Berkeley Homes on June 21, 1996 as Document No. 96-151430 in the records of the County of Alameda Recorder's Office, the recordation of that Second Amendment to Declaration of Covenants, Conditions and Restrictions of University Terrace Berkeley Homes on July 14, 1999 as Document No. 99259193 in the records of the County of Alameda Recorder's Office (hereinafter, collectively "Declaration"), certain easements, rights, liens, charges, covenants, restrictions, limitations, conditions and uses were specifically made to run with the land and be binding upon the past, present and future owners of the units situated on the parcel of real property described below and upon the heirs, successors and assigns of such owners. The property subject to the Declaration is that certain parcel of real property consisting of seventy-five (75) residential units and various common areas located in the City of Berkeley, County of Alameda, State of California, and more particularly described as follows:

All that certain real property situated in the City of Berkeley, County of Alameda, State of California, of Lot 1 of Tract 6417 as shown on that certain Condominium Map filed as Instrument No. 94-322439 in the Office of the County Recorder, Alameda County, California, excepting therefrom Unit 76 as shown thereon.

3. By vote of the membership, the results of which were entered in the corporate minutes/records by the Board of Directors of the University Terrace Berkeley Homeowners Association at a duly convened meeting of the Board of Directors, the Declaration is, hereby, amended as follows:

1. A new Exhibit D shall be ADDED and Article 9, Section 9.8 shall be DELETED in its entirety and REPLACED with the following:

Section 9.8 Allocation of Regular and Special Assessments. Subject to the provisions of Section 9.4 of this Declaration, the regular and special assessments levied by the Board shall be allocated in equal amounts among all seventy-five (75) Units except for the prorated items

described below and except those special assessments levied against a particular Condominium pursuant to Section 9.7(c) of this Declaration.

(a) **Prorated Common Expenses.** The following expenses shall be charged to all seventy-five (75) Units and shall be prorated according to the square footage of each Unit, as set forth in Exhibit D to this Declaration: Common Reserve funding; Association insurance premiums; Association management services; financial management services; administrative, accounting, and legal costs incurred by the Association; taxes; reserve study costs; contingency costs; costs related to repairs and maintenance to the Common Area; and security costs.

(b) **Prorated Building 9 Expenses.** Expenses for the maintenance, repair, upkeep, and reserves specifically for Building 9 shall be charged to the Units in Building 9 only and prorated according to the square footage of each Unit in Building 9, as set forth in Exhibit D to this Declaration.

2. Article 17, Sections 17.1 and 17.2 shall be DELETED in their entirety and REPLACED with the following:

Section 17.1 Amendment by the Board. The Board of Directors may, by a vote of a majority of all Directors, adopt amendments to this Declaration when such amendment is needed to conform to applicable California State law, when said changes in applicable California State law are mandatory and nondiscretionary in nature. Before entertaining a motion to approve any such amendments, the Board shall receive a written opinion from the Association's legal counsel confirming that: (1) a change in California law necessitates a corresponding amendment to the Declaration to make the affected provisions an accurate statement of current California or other applicable law; and (2) the Association is bound by law to observe said change or changes in California law; and/or (3) that California law allows or requires the Declaration to be amended with respect to those provisions without a vote of the Members (e.g., Civil Code §§ 4225, 4230, 4741). The Board shall follow any procedures required by applicable law in approving such amendments.

Section 17.2 Amendment by the Members. This Declaration may be amended or revoked in any respect by the vote or assent of Members representing at least a majority of all Members of the Association. Notwithstanding the foregoing, the percentage of the Members or other entity necessary to amend a specific clause or provision of this Declaration shall be at least the percentage of affirmative votes prescribed in said clause or provision. Consent of the Ground Lessor shall be required prior to the effectiveness of any amendment to this Declaration. Such consent shall not be unreasonably withheld and shall be deemed given if the Ground Lessor shall fail to consent to or reject a proposed amendment for forty-five (45) calendar days after notice thereof has been duly given.

No other changes to the existing CC&Rs are made by this Amendment.

After due and proper notice to all of the Association's members in accordance with the requirements of the governing documents of the Association, this Third Amendment has been approved by the required vote of the Members of the Association in accordance with Article 17, Section 17.2 of the Declaration of Covenants, Conditions & Restrictions for University Terrace Berkeley Homes. The results of such vote of the membership were entered in the corporate minutes by the Board of Directors of the Association at a duly convened meeting of the Board of Directors.

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing amendment are true and correct of our knowledge and that this Third Amendment to the Declaration of Covenants, Conditions & Restrictions for University Terrace Berkeley Homes was executed on 2/19, 2028 in Berkeley, California.

[NOTARIZATIONS ON NEXT PAGE]

EXHIBIT D

Bldg #		Unit Number from CC&Rs	Square Feet per unit	% Own
1	2122 Jefferson	1	1,082	1.10%
1	2100 Jefferson	2	1,802	1.84%
1	2120 Jefferson	3	1,082	1.10%
1	2102 Jefferson	4	1,796	1.83%
1	2118 Jefferson	5	1,082	1.10%
1	2104 Jefferson	6	1,797	1.83%
1	2116 Jefferson	7	1,082	1.10%
1	2106 Jefferson	8	1,796	1.83%
1	2114 Jefferson	9	1,082	1.10%
1	2108 Jefferson	10	1,797	1.83%
1	2112 Jefferson	11	1,082	1.10%
1	2110 Jefferson	12	1,783	1.82%
2	1616 Addison	13	1,001	1.02%
2	1608 Addison	14	1,861	1.90%
2	1614 Addison	15	1,001	1.02%
2	1606 Addison	16	1,861	1.90%
2	1612 Addison	17	1,063	1.08%
2	1604 Addison	18	1,836	1.87%
2	1610 Addison	19	1,001	1.02%
2	1602 Addison	20	1,861	1.90%
2	1600 Addison	21	1,848	1.88%
3	2117 California	22	1,001	1.02%
3	2103 California	23	1,861	1.90%
3	2115 California	24	1,063	1.08%
3	2105 California	25	1,836	1.87%
3	2113 California	26	1,001	1.02%
3	2107 California	27	1,861	1.90%
3	2109 California	28	1,080	1.10%
3	2111 California	29	975	0.99%
4	2119 California	30	1,080	1.10%
4	2121 California	31	826	0.84%
4	2129 California	32	1,001	1.02%
4	2123 California	33	1,861	1.90%
4	2127 California	34	1,063	1.08%
4	2125 California	35	1,836	1.87%
5	2141 California	36	1,001	1.02%
5	2131 California	37	1,861	1.90%
5	2139 California	38	1,001	1.02%
5	2133 California	39	1,861	1.90%
5	2137 California	40	1,063	1.08%
5	2135 California	41	1,836	1.87%
6	2153 California	42	1,001	1.02%
6	2143 California	43	1,861	1.90%
6	2151 California	44	1,063	1.08%
6	2145 California	45	1,836	1.87%
6	2147 California	46	1,080	1.10%

Bldg #		Unit Number from CC&Rs	Square Feet per unit	% Own
6	2149 California	47	975	0.99%
7	2168 Jefferson	48	1,063	1.08%
7	2166 Jefferson	49	1,836	1.87%
7	2170 Jefferson	50	1,001	1.02%
7	2164 Jefferson	51	1,861	1.90%
7	2172 Jefferson	52	1,001	1.02%
7	2162 Jefferson	53	1,836	1.87%
8	1607 Allston	54	1,783	1.82%
8	1609 Allston	55	1,080	1.10%
8	1611 Allston	56	975	0.99%
9	2124 Jefferson	57	1,393	1.42%
9	2126 Jefferson	58	1,238	1.26%
9	2128 Jefferson	59	1,257	1.28%
9	2142 Jefferson	60	1,142	1.16%
9	2136 Jefferson	61	1,185	1.21%
9	2130 Jefferson	62	1,378	1.40%
9	2132 Jefferson	63	852	0.87%
9	2134 Jefferson	64	1,008	1.03%
9	2138 Jefferson	65	691	0.70%
9	2140 Jefferson	66	948	0.97%
9	2144 Jefferson	67	964	0.98%
9	2158 Jefferson	68	1,167	1.19%
9	2152 Jefferson	69	1,178	1.20%
9	2146 Jefferson	70	1,383	1.41%
9	2148 Jefferson	71	900	0.92%
9	2150 Jefferson	72	994	1.01%
9	2154 Jefferson	73	686	0.70%
9	2156 Jefferson	74	960	0.98%
9	2160 Jefferson	75	943	0.96%
			98,080	100.00%

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Alameda)

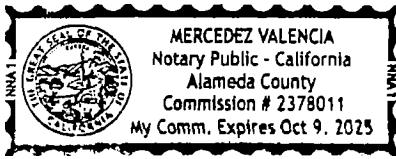
On February 19, 2024 before me, Mercedes Valencia, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared _____

Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Third Amendment to the declaration of covenants...
Document Date: 2/19/24 Number of Pages: 3 + exhibit D 2 page
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____