

RECORDING REQUESTED BY AND WHERE
RECORDED RETURN TO:

Emery Bay Village Homeowners Association
c/o Chapman & Intrieri, LLP
2236 Mariner Square Drive, Suite 300
Alameda, CA 94501



2014190227

07/31/2014 02:34 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 34.00



**FIRST AMENDMENT TO THE FIRST AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING A PLAN OF CONDOMINIUM
OWNERSHIP FOR EMERY BAY VILLAGE HOMEOWNERS ASSOCIATION**

A. All of the real property and improvements thereon located in the City of Emeryville, County of Alameda (the "Project"), commonly known as Emery Bay Village and more particularly described as:

All of that certain real property as shown in that certain Subdivision Map entitled "Tract 4256", recorded in the Office of the Recorder of Alameda County, State of California, on the 4th day of August, 1980, in Book 120 of Maps at Pages 28 and 29 and Parcel Three of Parcel Map No. 6887, filed November 17, 1997, in book 232 Parcel Maps at pages 76 and 77, Alameda County Records [Assessor's parcel numbers 049-1041-032-02 (portion)]

are subject to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions Regarding a Plan of Condominium Ownership for Emery Bay Village Homeowners Association, recorded on May 16, 2002, as Document No. 2002220120, in the Official Records of the County of Alameda, State of California ("Declaration")

B. On July 21, 2014, the Owners of Units representing more than sixty seven percent (67%) of the voting power of the members of Emery Bay Village Homeowners Association ("Association") voted by written ballot to amend the Declaration, all in accordance with the procedures for amendments set forth in the Declaration. It is the intention of the Owners to replace certain sections of the Declaration as set forth herein with the recordation of this First Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions Regarding a Plan of Condominium Ownership for Emery Bay Village Homeowners Association ("First Amendment"). The fact that the requisite percentage of affirmative votes required in the Declaration was achieved is attested by the execution of this First Amendment by duly authorized officers of the Association, as required by California Civil Code Section 1355(a). As so amended, the easements, covenants, restrictions and conditions set forth herein shall run with the Project and shall be binding upon all parties having or acquiring any right, title or interest in the Project or any portion thereof, and shall inure to the benefit of each Owner thereof.

NOW THEREFORE, the Declaration is amended as follows:

Section 2.4 of the Declaration is deleted in its entirety and the following is substituted in its place:

2.4 Lease or Rental of Units

An Owner shall be entitled to lease or rent his Unit, provided that:

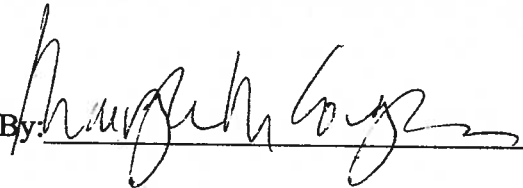
- a. The Owner has physically resided in the Unit for at least two (2) years after the Owner originally purchased or acquired the Unit;
- b. The number of tenants or lessees in any particular Unit is limited to no more than two (2) per bedroom;
- c. Such rental or lease is for a period of not less than sixty (60) days;
- d. Any lease or rental of a Unit shall be subject to the Governing Documents including the Rules. Each lease or rental shall be by written agreement specifying that the Lessee and other occupants shall be subject to all provisions of the Governing Documents including the Rules. The Owner shall provide each Lessee with a copy of the By-Laws, the Rules, and this Declaration. The Owner shall be responsible for his Lessee's and other occupants' compliance with the provisions of this Declaration, the By-Laws and the Rules with respect to the use and occupancy of the Unit and the use of the Common Area. The Owner shall provide the Secretary or the Manager of the Association with the name(s) and telephone number(s) of the person(s) to whom he has leased his Unit.
- e. If an Owner has leased his Unit, the Owner, members of his family, his guests and invitees shall not be entitled to use and enjoy the recreational facilities of the project so long as the Unit is occupied by a tenant. Instead, the tenant, members of his family, his guests and invitees while occupying the Unit shall be entitled to use and enjoy the recreational facilities of the project.
- f. If an Owner has sold his Unit to a contract purchaser, the provisions of this Article with respect to tenants shall also apply to the contract purchaser of the Unit.

CERTIFICATION

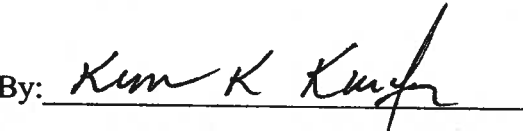
The undersigned are the President and Secretary of the Emery Bay Village Homeowners Association, a California non-profit mutual benefit corporation and hereby certify that a vote was conducted by secret ballot for purposes of voting on the approval of the First Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions Regarding a Plan of Condominium Ownership for Emery Bay Village Homeowners Association ("First Amendment") and that pursuant to Paragraph 10.4 of the Declaration the affirmative vote by written consent of members representing more than sixty seven percent (67%) of the voting power of the membership was obtained approving the First Amendment.


Emery Bay Village Homeowners Association,
a California non-profit mutual benefit corporation

DATED: July 21, 2014

By:  President

DATED: July 21, 2014

By:  Secretary

See attached proper
California notarial
acknowledgement. 

Tierney Notary Services
825 Miramar Ave. Berkeley, CA 94707
510-289-9057

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ALAMEDA

On JULY 21, 2014 before me, Jane E. Tierney, Notary Public and Certified Signing Agent
(Here insert name and title of the officer)

personally appeared MARGARET MARY COUGHLIN & KIM K. KURATA

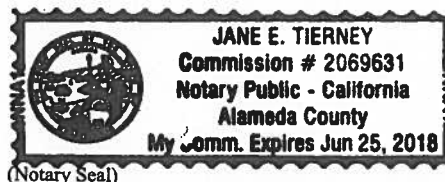
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 of Notary Public



(Notary Seal)

Jane E. Tierney, Notary Public, my commission expires 06/25/2014

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

EMERY BAY VILLAGE HOMEOWNERS
(Title or description of attached document)

ASSOC.
(Title or description of attached document continued)

Number of Pages 3 Document Date 7/21/14

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
PRESIDENT & SECRETARY
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____