

RECORDING REQUESTED BY
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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BOOK 4011 PAGE 426

WHEN RECORDED, MAIL TO:

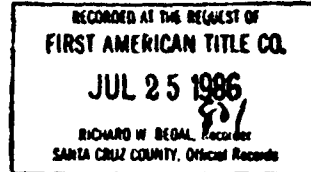
John Gorman
Housing Services Building
Heller Drive
University of California
Santa Cruz, Ca. 95064

FIRST AMENDMENT TO

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS FOR

CARDIFF TERRACE PLANNED UNIT DEVELOPMENT



THIS FIRST AMENDMENT to a Declaration is made this 23rd day of July, 1986, by THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter "Declarant").

On July 10, 1986, Declarant recorded its Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the Office of the County Recorder of Santa Cruz County, California, under Serial Number 037319.

By this document, Declarant amends said Declaration to substitute the following Article XII, section 4, for the Article XII, section 4, incorporated in the original Declaration as recorded on July 10, 1986:

Article XII, section 4, is hereby amended to read as follows:

Section 4. Exemption from Transfer Limitations. The following persons and transactions shall be exempted from the provisions of this Article XII, except as provided in this section 4.

(a) A purchaser who acquires title to a Residence at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale, or tax sale; but any such purchaser, other than Qualified Person, shall, for a period of sixty (60) days after receipt of Declarant's demand therefor, make or be deemed to have made, an offer to sell the Residence to the Declarant pursuant to section 1(a) or 1(g) of this Article XII;

(b) A transfer of a Residence to or a purchase of a Residence by a Mortgagee which is a bank, insurance company, savings and loan association, or other bona fide institutional lender which acquires its title as a result of holding a Mortgage upon the Residence concerned, and this exception shall be effective whether such Mortgagee acquires title (i) by deed from the Mortgagor or his or her successor in title, or (ii) through

foreclosure proceedings;

(c) A sale or other transfer of a Residence by a Mortgagee which is a bank, insurance company, savings and loan association, or other bona fide institutional lender which acquires its title as a result of holding a Mortgage upon the Residence concerned, provided that such Mortgagee shall first have offered to sell said Residence (including all rights in the associated Residential Lot Lease), free and clear of all liens and encumbrances, at a price determined pursuant to Article XII, section 2, above:

(i) to the Declarant for a period of thirty (30) days following a Mortgagee's delivery of a written offer of such sale, and

(ii) upon the expiration of the thirty (30) day period described in subparagraph (i) above (or sooner if the Declarant notifies the Mortgagee that Declarant declines to accept said offer), to all members of the Academic Senate and the salaried management staff of the University of California, Santa Cruz.

The Declarant may assign its rights to purchase a Residence under subparagraph (c) (i) above to such persons and upon such terms and conditions as the Declarant in its sole and absolute discretion may determine. If more than a single offeree under subsection (c) (ii) above seeks to accept a Mortgagee's offer, the priority of acceptances shall be determined by lot. If the Declarant, its designee, or an offeree pursuant to subparagraph (c) (ii) timely accepts such Mortgagee's offer, the sale of a Residence shall, unless the buyer and seller otherwise agree, be closed within sixty (60) days after such acceptance.

(d) A purchaser, and any successor-in-interest or transferee thereof, other than those described in the foregoing subparagraphs, who acquires title to a Residence as a result of a sale by a Mortgagee, following expiration of the Mortgagee's offers referred to in subparagraph (c), above.

* * * * *

IN WITNESS WHEREOF, Declarant by its duly authorized agent has executed this First Amendment this 23rd day of July, 1986.

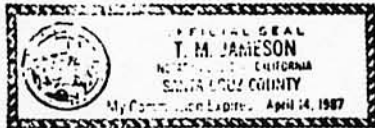
THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By John Goman

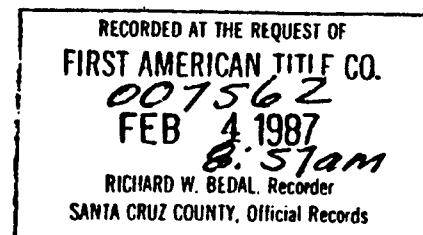
STATE OF CALIFORNIA)
)
COUNTY OF SANTA CRUZ) ss.

On this 23rd day of JULY, 1986, before me, the undersigned Notary Public in and for said State, personally appeared John L. Gorman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the representative of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



T. M. Jameson
Notary Public
in and for said County and State



WHEN RECORDED, MAIL TO:

John Gorman
Housing Services Building
Heller Drive
University of California
Santa Cruz, CA 95064

SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CARDIFF TERRACE PLANNED UNIT DEVELOPMENT

THIS SECOND AMENDMENT to a Declaration is made this 27 day of January, 1987, by THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter "Declarant").

On July 10, 1986, Declarant recorded its Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the Office of the County Recorder of Santa Cruz County, California, under Serial Number 037319.

On July 25, 1986, Declarant recorded its First Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the Office of the County Recorder of Santa Cruz County, California, under Serial Number 041042.

By this document, Declarant amends said Declaration:

- A. To substitute the following Article VI for the Article VI, incorporated in the original Declaration as recorded on July 10, 1986:

Article VI is hereby amended to read as follows:

ARTICLE VI - INSURANCE

1. Insurance Obtained By The Association. The Association, for the benefit of the Association, the Common Area and the Owners, shall acquire the following insurance policies from reputable insurance companies authorized to do business in California:

(a) Public Liability. A policy insuring the Association and its officers, the Board, the Declarant, the Owners and occupants of a Residence and their respective guests, invitees and agents, against any liability to the public or to the Owners, their guests, invitees, or tenants, incident to the

ownership or use of the Common Area. The general, aggregate limits of such insurance shall be not less than \$2 Million (which amount shall be adjusted not less frequently than every third year after the date hereof, to reflect such adjustments as shall be necessary and appropriate, including reference to the percentage increase in the National Consumer Price Index (all items) for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics) and \$2 Million (subject to adjustment as aforesaid) for bodily injury, personal injury or death, for any one occurrence; and with limits of not less than \$1 Million, as adjusted, per occurrence with respect to property damage and medical expense. Such insurance shall also include coverage against water damage liability, liability for owned, nonowned and hired automobiles, liability for the property of others and against other liability or risk customarily covered with respect to projects similar in construction, location and use. Such insurance shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of named insureds because of any neglect or other act or omission of another named insured. The Declarant shall be named as an additional insured with respect to any such insurance.

(b) Fire and Extended Coverage for Townhomes and Common Area. A master or blanket policy or policies of insurance for the full, insurable, replacement value of all of the Townhomes in the Project and all improvements located on the Common Area, such insurance to be satisfactory to all institutional first Mortgagees as to form and content, and to name as an insured the Association, the Owners, Declarant (so long as Declarant shall be an Owner), and all Mortgagees as their interests may appear. Such policy or policies shall:

(i) Provide coverage against the perils of fire, extended coverage, vandalism, malicious mischief and, if reasonably commercially available, blanket earthquake coverage, as minimum requirements; and (a) if any portion of the Project is located within an area for which flood insurance is available under the National Flood Insurance Act of 1968 (or any successor legislation), and (b) if such insurance is required by the Secretary of Housing and Urban Development, flood insurance available under such Act for the amount of either the maximum limit available under such Act for all buildings and other insurable property located within a designated flood hazard area, or one hundred percent (100%) of current replacement cost of such insurable property, whichever is less;

(ii) Provide for a separate loss payable endorsement in favor of each Mortgagee of each Townhome as their respective interests may appear;

(iii) Provide for 30 days prior written notice to such Mortgagee or Mortgagees of cancellation or reduction in type or amount of coverage;

(iv) To the extent available and economically feasible, contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or contingent liability from operation of building loss endorsement or their equivalent, and a determinable cash adjustment clause or similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild;

(v) Be primary to and not affected by any right of setoff, proration or contribution by reason of any insurance held by an Owner of a Townhome; and

(vi) Be adequate to make the Owners eligible to obtain mortgages funded by Declarant's Mortgage Revenue Board Faculty Loan Program or to obtain tax credits funded by the Federal Mortgage Credit Certificate Program.

(c) Fidelity. A fidelity bond for directors, officers, trustees, and employees responsible for handling funds collected and held for the Association or for the Owners, naming as insured the Association for an amount sufficient to cover at least twenty-five percent (25%) of the Association's estimated annual operating expenses and contributions to reserves.

(d) Worker's Compensation. Worker's compensation insurance, to the extent that it is required by law, for all employees or uninsured contractors of the Association.

(e) Directors and Officers. To the extent that insurance is available and economically feasible, insurance on behalf of any director, officer or agent of the Association (collectively "the agents") against any liability asserted against or incurred by an agent in such capacity or arising out of the agent's status as such regardless of whether the Association would have the power to indemnify the agent against liability under applicable law.

2. Use of Proceeds. All insured's proceeds available under Section 1(b) of this Article may be paid either (a) to the Board or (b) to a bank or other financial institution with trust powers in Santa Cruz County to be held for the benefit of the Owners, Mortgagees or other persons as their respective interests shall appear, to be paid out in accordance with Article XIII of this Declaration.

3. Authority of the Board. Each Owner, and each other person named or covered as an insured in connection with any of the policies purchased by the Board hereby irrevocably delegates to the Board sole and exclusive authority to negotiate law settlements with the appropriate insurance carriers. Any execution of a loss claim form and release form in connection with the settlement of a claim shall be binding on all of the Owners, and upon any other person named as an insured or any such policy or policies only upon the execution thereof by a majority of the members of the Board.

4. Review of Coverage. The Board shall review insurance coverage for the Association not less frequently than every three (3) years.

5. Custom Lot Individual Insurance. Each Owner who is a lessee of a Custom Lot ("Custom Lot Lessee") shall obtain and maintain, at his or her expense, fire and casualty coverage as may be required by the first Mortgagee of the Custom Home on such Lot, or if no Mortgage encumbers the the Custom Home, as may be determined by the Board of Directors, with respect to damage or destruction to the Custom Home. Each such individually carried insurance policy shall also contain a waiver of subrogation rights by the carrier as to other Owners, the Association, Declarant, and the first Mortgagee of such Custom Home.

6. Alternate Property Insurance. If, in the opinion of the Board, the property damage insurance to be acquired by the Association pursuant to Section 1(b) above is either unavailable, or available only at a prohibitive cost, then the Board, in its discretion, may elect to obtain such insurance as follows:

(a) It may require each Townhome Owner to purchase a policy or policies of insurance for the full, insurable replacement value of all improvements located on his or her Residential Lot, such insurance to name as an additional insured the Association and such Owner's Mortgagees. Such policy or policies shall conform to the requirements of sub-sections (a) and (d) of said Section 1(b) above, and shall be primary to and not affected by any right of setoff, proration or contribution by reason of any insurance held by the Association or other Owners. Each Townhome Owner shall provide the Association with a copy of a Certificate of Insurance satisfying the provisions of this paragraph upon the last to occur of (1) close of escrow of the lease of his or her Residential Lot and purchase of his or her Residence or (2) fifteen days after the Board has notified such Owners of its election as above set forth. In the event a Townhome Owner fails to obtain the insurance required by this paragraph, the Board may purchase such coverage and assess the

cost of same against such Owner's Residential Lot pursuant to Article V, Section 3(d).

(b) The Association shall purchase a policy or policies of insurance for the full, insurable replacement value of all improvements located in the Common Area, such insurance to name as an additional insured the Declarant. Such policy or policies likewise shall conform to the requirements of sub-sections (a) and (d) of said Section 1(b) above, and shall be primary to and not affected by any right of setoff, proration or contribution by reason of any insurance held by the Owners.

(c) The provisions of Sections 2 and 3 shall apply to the collection, use and application of any proceeds paid under any policy secured under this Section 6, it being the intention of this section to provide an alternative means of obtaining insurance coverage for all Residences while retaining the ability to utilize the proceeds in the same manner as would occur if the coverage were obtained under Section 1(b).

B. To add the following subsection (n) to Article XVIII, section 3, of the original Declaration as recorded on July 10, 1986:

"(n) a decision by the Association to establish self-management when professional management has been previously required by an institutional Mortgagee."

C. To substitute the following Article XVIII, section 6, for the Article XVIII, section 6, incorporated in the original Declaration as recorded on July 10, 1986:

Article XVIII, section 6, is hereby amended to read as follows:

"Section 6. Books and Records. Mortgagees of Residences shall have the right to examine the books and records of the Association at reasonable times and after reasonable notice. The Association shall provide its audited financial statements for the preceding fiscal year to any institutional Mortgagee, or to any insurer or guarantor of any first Mortgagee,

RECORDED AT REQUEST OF

The Regents of the University
of California

RECORDED

WHEN RECORDED RETURN TO

'91 AUG 27 PM 3 58

Elise Levinson
Faculty Housing Manager
University of California
Hagar Court Community Bldg.
Santa Cruz, CA 95064

SANTA CRUZ
COUNTY RECORDER

NO FEE

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CARDIFF TERRACE PLANNED UNIT DEVELOPMENT**

RECITALS:

On July 10, 1986, Declarant recorded its Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the office of the County Recorder of Santa Cruz County, California, under Serial Number 037319.

On July 25, 1986, Declarant recorded its First Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the office of the County Recorder of Santa Cruz County, California, under Serial Number 041042.

On February 4, 1987, Declarant recorded its Second Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the office of the

RECEIVED

JUL 24 1991

UC FACULTY HOUSING PROGRAMS

County Recorder of Santa Cruz County, California, under Serial Number 007562.

WHEREFORE, said Declaration is amended as follows:

A. Article XII, Section 2(a) of the Declaration of Covenants, Conditions and Restrictions, recorded on July 10, 1986, are hereby amended in its entirety as follows:

"2. Purchase Price and Terms.

(a) Townhome Sales. The purchase price of any Townhome offered or sold pursuant to this Article XII shall be the lesser of:

(i) The fair market value of the Townhome and the Owner's leasehold interest in the Lot as mutually determined by the Owner and the prospective purchaser; or

(ii) The sum of: (A) the purchase price of the Townhome paid by the Owner, plus (B) the product of the purchase price of the Townhome paid by Owner and the fractional change in that one of the following indices which shall result in the largest product: (x) the Consumer Price Index (as defined below) or (y) the Faculty Salary Index (as defined below), the fractional change to be for the time between the purchase date

and the date of the offer made pursuant to Section 1 of this Article XII (using the value for each Index most recently published prior to the respective dates of the purchase and offer) plus (C) the cost of all capital improvements to the Townhome made by the Owner, but only to the extent that each such capital improvement exceeded \$1,000, in Current Dollars, in cost and was certified by the ARB at the time such improvement was completed following submission by the Owner of cost documentation in such form as the ARB may prescribe, which documentation shall be subject to audit and proof less (D) the reasonable cost to cure any failure to maintain the Townhome or waste or destruction thereof in excess of normal wear and tear. The purchase price at the time of resale for each Townhome purchased prior to August 1, 1991 for the purposes of this Article XII, Section 2(a) shall be calculated as of August 1, 1991 using the formula in this Article XII, Section 2(a)(ii) utilizing only the Consumer Price Index (as defined below) for element (B) in the preceding sentence. The price so determined as of August 1, 1991 shall be the "New Base Price" for such Townhome. Beginning August 1, 1991 the purchase price of any Townhome offered or sold pursuant to this Article XII shall be calculated by applying the formula in this Section 2(a)(ii) to either (a) the New Base Price for a Townhome purchased prior to August 1, 1991, or (b) the price actually paid for a Townhome purchased on or after August 1, 1991. All sales by Declarant shall be exempt from this Section 2. As used in this

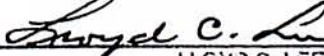
Section, "Consumer Price Index" means the National Consumer Price Index (all items) for all Urban Consumers ("CPI-U") as published by the United States Department of Labor, Bureau of Labor Statistics, or, if such index ceases to be published, then any comparable successor index which measures changes in the prices of consumer items. As used in this Section, "Faculty Salary Index" means the index of faculty salaries published by Declarant's Office of Faculty Housing Programs."

IN WITNESS WHEREOF, the undersigned, the duly elected and serving Secretary of the Cardiff Terrace Homeowners Association, certifies that each action or consent required pursuant to Article XVII, Section 2 of the Declaration, dated July 10, 1986, as amended, has been taken or obtained, and that the undersigned has executed this Third Amendment this 18TH day of JUNE, 1991.


Secretary of the Cardiff Terrace
Homeowners Association

I, Steven M. Mathews, as the duly authorized representative of The Regents of the University of California, hereby consent to the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions.

APPROVED AS TO FORM



LLOYD C. LEE

UNIVERSITY COUNSEL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA



Steven M. Mathews

State of California)
County of Santa Cruz) ss.
)

On JUNE 18, _____, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared 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 as Secretary CARDIFF TERRACE HOMEOWNERS ASSOCIATION, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.



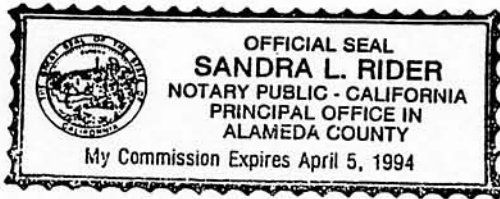
Arlene Rieth

Notary Public ARLENE RIETH

State of California)
County of Alameda) ss.
)

On July 26, 1991, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven M. Mathews, personally known to me to be the person whose name is subscribed to the within instrument as authorized representative of The Regents of the University of California, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Sandra L. Rider
Notary Public



2004-0083272

Recorded
Official Records
County Of
SANTA CRUZ
CARRIE L. HAZELTON
Recorder
JAN 05 10 11 AM '05
Resistant
Official of Recorder

**RECORDED AT THE REQUEST OF:
The Regents of the University of California**

**WHEN RECORDED RETURN TO:
Steve Houser
Faculty and Staff Housing Manager
University of California
Hagar Court Community Room
Santa Cruz, CA 95064**

RECEIVED JAN 6 2005

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARDIFF TERRACE PLANNED UNIT DEVELOPMENT

Whereas the Owners are the Members of the Cardiff Terrace Homeowners Association;

Whereas the Owners lease from the Declarant the Residential Lots identified as Lots 201-250, 301-311, and 501-519 in the Original Declaration described below;

Whereas Declarant is The Regents of the University of California;

Whereas the Declarant owns the Real Property described in Exhibit A, attached hereto, upon which Real Property the Residential Lots are located (collectively the "Real Property");

Whereas on July 10, 1986, Declarant recorded its Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the office of the County Recorder of Santa Cruz County, California, under Serial Number 0373319.

Whereas on July 25, 1986, Declarant recorded its First Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the office of the County Recorder of Santa Cruz County, California, under Serial Number 041042.

Whereas on February 4, 1987, Declarant recorded its Second Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the office of the County Recorder of Santa Cruz County, California, under Serial Number 007562.

Whereas on August 27, 1991 Declarant recorded its Third Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the office of the County Recorder of Santa Cruz County, California, under Serial Number 054.

Whereas the Declaration may be amended by the vote or written consent of 50% of the voting power of the Association and the consent of the Declarant;

Whereas 51% of the voting power of the Association voted to amend the Declaration as certified by the attached Certificate of Secretary; and

Whereas the Declarant has consented to this Fourth Amendment as certified by the attached Certificate of Secretary;

NOW THEREFORE, the Declaration and Amended Declaration are hereby amended as follows:

1. Paragraph 24, Article I, of the Declaration is stricken in its entirety. In place thereof the following is added:

“24. Single Family means one or more persons, each related to the other by blood, marriage, Domestic Partnership (defined in Paragraph 27, Article I) or legal adoption, or a group of not more than four (4) persons not so related, together with his, her or their domestic servants, maintaining a common household.”

2. There shall be added to the Declaration a new Paragraph 27, Article I, which shall read as follows:

“27. Domestic Partnership is a Domestic Partnership registered with the State of California or qualified with the University of California Retirement Plan. A Domestic Partner is someone registered in a Domestic Partnership.”

4. Paragraph 3(b), Article XI, of the Declaration is stricken in its entirety. In place thereof the following is added:

“(b) A Qualified Person/Owner’s spouse, Domestic Partner or dependent child who shall possess, occupy and use a Residence as of the date of death of such Qualified Person/Owner shall continue to be a Qualified Person, until, in the case of a spouse or Domestic Partner, he or she sells or disposes of the Residence, or in the case of a dependent child, such child attains the age of twenty-one (21) years;”

5. Paragraph 3(c), Article XI, of the Declaration is stricken in its entirety. In place thereof the following is added:

“(c) An heir or legatee (other than a spouse, Domestic Partner or dependent child) of a Qualified Person/Owner who shall acquire ownership of a Residence shall be a Qualified Person for one (1) year from the date such heir or legatee shall acquire recorded ownership of such Residence;”

6. Paragraph 3(d), Article XI, of the Original Declaration is stricken in its entirety. In place thereof the following is added:

CALIFORNIA NOTARY ACKNOWLEDGEMENT

APN No.:

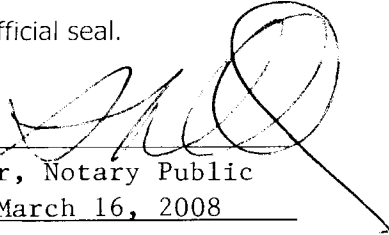
STATE OF California)SS
COUNTY OF Santa Cruz)

On November 19, 2004, before
me, Sharon Oster, Notary Public personally appeared
Myrna Britton, 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.

WITNESS my hand and official seal.

*This area for official
notarial seal*

Signature _____
Sharon Oster, Notary Public
My Commission Expires: March 16, 2008



Notary Name: _____ Notary Phone: _____
Notary Registration Number: _____ County of Principal Place of Business: _____

CERTIFICATE OF SECRETARY

I certify that:

I am the duly qualified and acting secretary of the Cardiff Terrace Homeowners Association.

The Declaration of Covenants, Conditions and Restrictions of Cardiff Terrace Planned Unit Development, recorded July 10, 1986 with the Santa Cruz County Recorders Office as Instrument No. 1986-037319 provide that they may be amended by 51% of the voting power of the Association and the consent of the Declarant.

51% of the voting power of the Association voted to amend the Declaration and Amended Declaration as shown in the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Homeowners Association which Fourth Amendment is appended to this Certificate and executed by the President and Secretary concurrently with the execution of this Certificate.

Dated: Nov 16 '04

HOMEOWNERS ASSOCIATION

Richard Montgomery
By: _____, Secretary

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California)
) ss.
County of Santa Cruz)

On November 16, 2004, before me, Sharon Oster, Notary public personally appeared Richard Montgomery personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is [is/are] ___ subscribed to the within instrument and acknowledged to me that he [he/she/they] ___ executed the same in ___ [his/her/their] his authorized capacity(ies), and that by his [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.

WITNESS my hand and official seal.

(Seal)

Sharon Oster

(Signature of Notary Public)



CONSENT OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Pursuant to Article XVII, Section 2(b) of the Declaration of Covenants, Conditions and Restrictions of Cardiff Terrace Planned Unit Development, recorded with the Santa Cruz County Records Office on July 10, 1986, as Instrument No. 1986-037319, the Regents of the University of California have consented to the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Homeowners Association, a Planned Unit Development, which Amendment is appended to this document.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Dated: October 11, 2004

By: [Signature]
Joseph P. Mullinix
Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

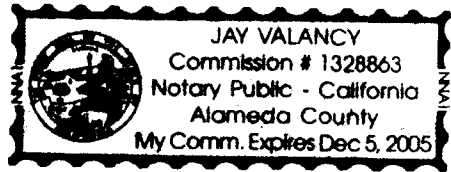
State of California)
) ss.
County of Alameda)

On October 11, 2004, before me, Jay Valancy, Notary Public, personally appeared Joseph P. Mullinix, 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.

WITNESS my hand and official seal.

(Seal)

[Signature]
(Signature of Notary Public)



Sean Saldavia Recorder



RECORDING FEE: \$128.00

COUNTY TAX: \$0.00

CITY TAX: \$0.00

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Electronically Recorded 14 PGS

RCD157

RECORDING REQUESTED BY
OLD REPUBLIC TITLE COMPANY

Escrow No.: 0715025052

APN:

WHEN RECORDED MAIL TO

Jennifer Talusan
Faculty & Staff Housing Manager
University of California, Hagar Court Community
Room
1156 High Street
Santa Cruz, CA 95064

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace
Planned Unit Development**

**RECORDED AT THE REQUEST OF:
The Regents of the University of California**

**WHEN RECORDED RETURN TO:
Jennifer Talusan
Faculty and Staff Housing Manager
University of California
Hagar Court Community Room
Santa Cruz, CA 95064**

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CARDIFF TERRACE PLANNED UNIT DEVELOPMENT**

Whereas the Owners are the Members of the Cardiff Terrace Homeowners Association;

Whereas the Owners lease from the Declarant the Residential Lots identified as Lots 201-250, 301-311, and 501-519 in the Original Declaration described below;

Whereas Declarant is The Regents of the University of California;

Whereas the Declarant owns the Real Property described in Exhibit A, attached hereto, upon which Real Property the Residential Lots are located (collectively the "Real Property");

Whereas on July 10, 1986, Declarant recorded its Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the office of the County Recorder of Santa Cruz County, California, under Serial Number 037319.

Whereas on July 25, 1986, Declarant recorded its First Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the office of the County Recorder of Santa Cruz County, California, under Serial Number 041042.

Whereas on February 4, 1987, Declarant recorded its Second Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the office of the County Recorder of Santa Cruz County, California, under Serial Number 007562.

Whereas on August 27, 1991 Declarant recorded its Third Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the office of the County Recorder of Santa Cruz County, California, under Serial Number 054531.

Whereas on November 23, 2004 Declarant recorded its Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Planned Unit Development in the office of the County Recorder of Santa Cruz County, California, under Serial Number 2004-0083272.

NOW THEREFORE, the Declaration and Amended Declaration are hereby amended as follows:

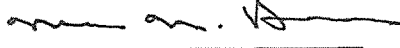
1. Paragraph 9, Article XII, of the Declaration is stricken in its entirety. In place thereof the following is added:

“9. Termination of Article XII. This Article shall cease to have any effect or confer any power on any person with respect to a particular Residence on or after December 1, 2085 except as may be specifically provided in any lease of, or extension or reletting of the leasehold interest in the Residential Lot associated with such Residence by Declarant.

Except as otherwise stated above, the Declaration and Amended Declaration remain in full force and effect.


Dated: November 19, 2019

CARDIFF TERRACE
HOMEOWNERS ASSOCIATION

By: 
Name: Michael M. Hutchison
Its: President

Dated: November 15, 2019

CARDIFF TERRACE
HOMEOWNERS ASSOCIATION

By: 
Name: Mary D. Geyer
Its: Secretary

----- Space Below This Line Reserved For Acknowledgement -----



State of California, County: _____
On _____ before me, see attached Notary
Public, personally appeared

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 _____
CERTIFICATE OF SECRETARY

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

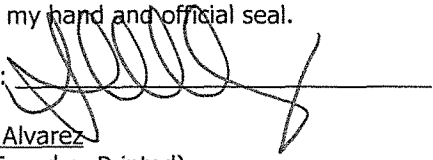
County of Santa Cruz

On the November 19, 2019 before me, L. Alvarez a Notary Public, personally appeared Michael M. Hutchison, 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.

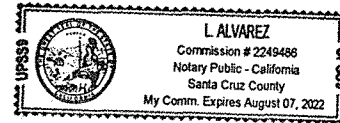
Signature: _____



Name: L. Alvarez

(Typed or Printed)

(Seal)



NOTARY SEAL
GOVERNMENT CODE SECTION 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: L. Alvarez

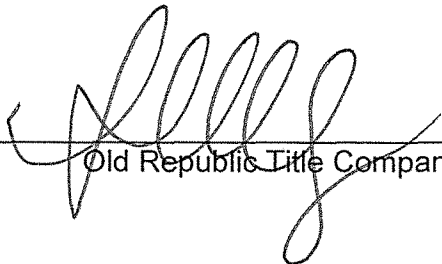
COMMISSION NUMBER 2249486

DATE OF COMMISSION EXPIRES August 7, 2022

PLACE OF EXECUTION COUNTY OF Santa Cruz

STATE OF California

DATE OF EXECUTION 11/19/19

SIGNED  _____
Old Republic Title Company

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.

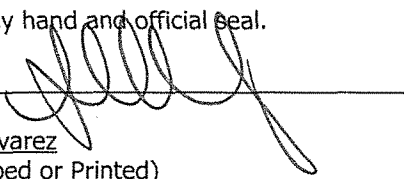
State of California
County of Santa Cruz

On the November 15, 2019 before me, L. Alvarez a Notary Public, personally appeared Mary D. Geyer, 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.

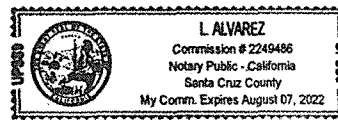
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



Name: L. Alvarez
(Typed or Printed)



(Seal)

NOTARY SEAL
GOVERNMENT CODE SECTION 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: L. Alvarez


COMMISSION NUMBER 2249486

DATE OF COMMISSION EXPIRES August 7, 2022

PLACE OF EXECUTION COUNTY OF Santa Cruz

STATE OF California

DATE OF EXECUTION 11/15/19

SIGNED  Old Republic Title Company

I certify that:

I am the duly qualified and acting secretary of the Cardiff Terrace Homeowners Association.

The Declaration of Covenants, Conditions and Restrictions of Cardiff Terrace Planned Unit Development, recorded July 10, 1986 with the Santa Cruz County Recorders Office as Instrument No. 1986-037319 provide that they may be amended by 51% of the voting power of the Association and the consent of the Declarant.

51% of the voting power of the Association voted to amend the Declaration and Amended Declaration as shown in the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Homeowners Association which Fourth Amendment is appended to this Certificate and executed by the President and Secretary concurrently with the execution of this Certificate.

Dated: November 15, 2019

HOMEOWNERS ASSOCIATION

By: *Mary D. Geyer*
Name: Mary D. Geyer
Its: Secretary

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California)
) ss.
County of _____)

See attached

On _____, 20__, before me, _____ personally appeared _____ 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.

WITNESS my hand and official seal.

(Seal)

(Signature of Notary Public)

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 Santa Cruz

On the November 15, 2019 before me, L. Alvarez a Notary Public, personally appeared Mary D. Geyer, 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.

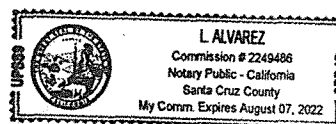
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: L. Alvarez

(Typed or Printed)



(Seal)

NOTARY SEAL
GOVERNMENT CODE SECTION 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: L. Alvarez


COMMISSION NUMBER 2249486

DATE OF COMMISSION EXPIRES August 7, 2022

PLACE OF EXECUTION COUNTY OF Santa Cruz

STATE OF California

DATE OF EXECUTION 11/15/19


SIGNED 
Old Republic Title Company

CONSENT OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Pursuant to Article XVII, Section 2(b) of the Declaration of Covenants, Conditions, and Restrictions of Cardiff Terrace Planned Unit Development, recorded with the Santa Cruz County Recorder's Office on July 10, 1986, as Instrument No. 1986-037319, the Regents of the University of California have consented to the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Cardiff Terrace Homeowners Association, a Planned Unit Development, which Amendment is appended to this document.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Dated: November 15, 2019

By  _____
Steve Houser, Director of
Capital Planning & Construction

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.

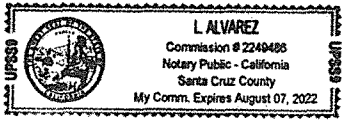
State of California
County of Santa Cruz

On the November 15, 2019 before me, L. Alvarez a Notary Public, personally appeared Steve Houser, 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]
Name: L. Alvarez
(Typed or Printed)



(Seal)

NOTARY SEAL
GOVERNMENT CODE SECTION 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: L. Alvarez

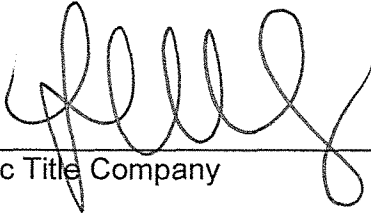
COMMISSION NUMBER 2249486

DATE OF COMMISSION EXPIRES August 7, 2022

PLACE OF EXECUTION COUNTY OF Santa Cruz

STATE OF California

DATE OF EXECUTION 11/15/19

SIGNED  Old Republic Title Company