

Recorded in Official Records, Alameda County  
Patrick O'Connell, Clerk-Recorder

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RECORDING REQUESTED BY, AND  
WHEN RECORDED, RETURN TO:

UNIVERSITY TERRACE BERKELEY  
HOMEOWNERS ASSOCIATION  
c/o BERDING & WEIL, LLP  
3240 Stone Valley Road West  
Alamo, California 94507  
925/838-2090

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## SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF UNIVERSITY TERRACE BERKELEY HOMES

This Second Amendment to Declaration of Covenants, Conditions and Restrictions of University Terrace Berkeley homes (the "Second Amendment") is made by UNIVERSITY TERRACE BERKELEY HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation (the "Association").

**WHEREAS**, the Association is a homeowners association whose membership is comprised of the Owners of Units in the condominium project in the City of Berkeley, County of Alameda, State of California, known as University Terrace Berkeley Homes (the "Project"). The Project is 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 of Alameda County, California, excepting therefrom Unit 76 as shown thereon;

and

**WHEREAS**, the Development is subject to a Declaration of Covenants, Conditions and Restrictions for University Terrace Berkeley Homes which was recorded on October 11, 1994, as Recorder Series Number 94-329463 in the Official Records of the County of Alameda, State of California (the "Original Declaration"); and

**WHEREAS**, the Original Declaration was amended by a First Amendment to Declaration of Covenants, Conditions and Restrictions for University Terrace Berkeley

Homes, which First was recorded on June 21, 1996, as Recorder Series Number 96-151430 in the Official Records of the County of Alameda, State of California (the "Original Declaration" and the foregoing First Amendment are collectively referred to as the "Declaration"); and

**WHEREAS**, the Association desires to amend Article 13, Section 13.6(b) of the Declaration as more fully set forth below; and

**WHEREAS**, The Regents of the University of California, a California public corporation, is the "Declarant" and the "Ground Lessor" (as those terms are defined and used in the Declaration); and

**WHEREAS**, pursuant to Article 17, Section 17.2 of the Declaration, the consent of not less than seventy-five percent (75%) of all the votes entitled to be cast by all Owners is necessary to amend Article 13, Section 6(b) of the Declaration, and the approval of the Declarant and Ground Lessor is further required to amend the aforesaid Article 13, section 13.6(b) of the Declaration; and

**WHEREAS**, Article 17, Section 17.5(a)(iv) of the Declaration provides that any amendment of Article 13 requires approval of the Declarant, and Article 17, Section 17.2 provides that the consent of the Ground Lessor shall be required prior to the effectiveness of any amendment to the Declaration; and

**WHEREAS**, the approvals required to amend the Declaration have been obtained.

**NOW, THEREFORE**, the Association hereby declares that the Declaration is amended as follows:

1. **Article 1, Section 1.1(ff) entitled "Domestic Partner" is added as follows:**

(ff) "Domestic Partner" means a person who is in a committed domestic relationship with another person, which relationship satisfies all of the following requirements: (1) both partners are age 18 or older and of the same sex; (2) neither partner is legally married to another person; (3) the partners have been living together for more than six months with an intent to continue indefinitely; (4) the partners are in a relationship of mutual support, caring and commitment; (5) the partners share joint responsibility for each other's common welfare; and (6) the partners are financially interdependent.

2. Article 13, Section 13.6(b) is amended in its entirety to read as follows:

(b) The spouse or Domestic Partner of a Qualified Owner who shall possess, occupy and use a Unit as of the date of death of such Qualified Owner shall continue to be a Qualified Person for as long as he or she maintains the Unit as his or her principal place of residence or until remarriage or the establishment of a new Domestic Partner relationship, if earlier.

3. **Miscellaneous.** Except as expressly provided herein to the contrary, the capitalized terms in this Second Amendment shall have the same meanings given such terms in the Declaration. Except as amended herein, the Declaration is hereby ratified and confirmed by the Association.

4. **Effective Date.** This Second Amendment shall be effective upon its recordation in the Official Records of Alameda County, California.

The undersigned Officers of the Association hereby certify that this Second Amendment has been approved by (1) not less than seventy-five percent (75%) of all the votes entitled to be cast by all Owners, and (2) the approval of the Declarant and Ground Lessor

DATED: May 1, 1999

UNIVERSITY TERRACE BERKELEY  
HOMEOWNERS ASSOCIATION,  
a California nonprofit mutual benefit  
corporation

By: Marion Kavanaugh-Lynch  
(Signature)

Name: Marion Kavanaugh-Lynch  
(Print Name)

Title: President

Attest: Joanne Smith  
(Signature)

Name: Joanne Smith  
(Print Name)

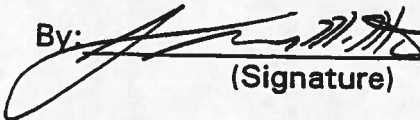
Title: Secretary

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**CONSENT OF THE DECLARANT/GROUND LESSOR**

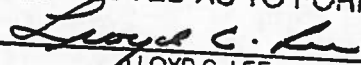
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California public corporation hereby approves the foregoing Second Amendment.

DATED: July 9, 1999

By:   
(Signature)

Print Name: Steven M. Mathews

Title: Deputy Assistant Vice President  
and Director - Office of Loan Programs

APPROVED AS TO FORM  
  
LLOYD C. LEE  
UNIVERSITY COUNSEL OF THE REGENTS  
OF THE UNIVERSITY OF CALIFORNIA

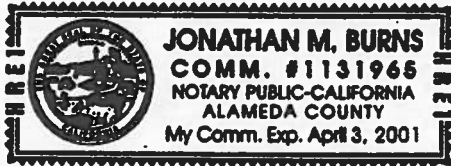
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Alameda )

On May 1, 1999, before me, Jonathan M. Burns (notary) personally appeared Marion Kavanaugh-Lynch and Joanne Smith, ~~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

Jonathan M. Burns

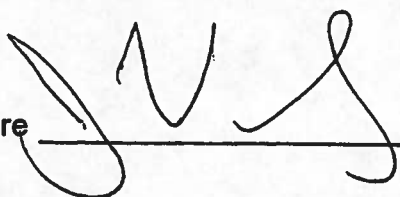
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ALAMEDA )

On July 9, 1999 before me, Jay Valancy, personally appeared  
STEVEN M. MATHEWS and \_\_\_\_\_,

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.

Signature 

(Seal)

