

RECORDING REQUESTED BY  
OLD REPUBLIC TITLE COMPANY

Escrow No.: 0114000429  
APN: 031-240-015, 031-240-014, 031-  
240-016

WHEN RECORDED MAIL TO

SDC Delta Coves LLC  
7600 East Doubletree Ranch Road, Ste. 300  
Scottsdale, AZ 85258

20189015087400009  
CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk-Recorder  
DOC 2018-0150874-00  
Acct 8871-ePN Old Republic Title SF  
Thursday, SEP 20, 2018 14:19:54  
SB2 \$0.00|MOD \$9.00|REC \$19.00  
FTC \$8.00|RED \$1.00|ERD \$1.00  
Ttl Pd \$38.00 Nbr-0003306024  
CAP/RC/1-9

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Supplemental Declaration for Model Lots

- 1  Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax
- 2  Exempt from fee per GC27388.1(a)(2); document transfers real property that is a residential dwelling to an owner-occupier
- 3  Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer that is a residential dwelling to an owner-occupier
- 4  Exempt from fee per GC27388.1(a)(1); fee cap of \$225 reached
- 11  Exempt from fee per GC27388.1(a)(2); document is executed or recorded by the state or any county, municipality, or other political subdivision of the state

When recorded, return to:

SDC Delta Cove LLC  
c/o DMB Development LLC  
7600 E. Doubletree Ranch Road, Ste. 250  
Scottsdale, AZ 85258

0114000429-JA

**SUPPLEMENTAL DECLARATION  
FOR MODEL LOTS**

This Supplemental Declaration for Model Lots, Lots 418, 419 and 420 of Delta Coves Phase I (this "Supplemental Declaration") is made effective this 18<sup>th</sup> day of September, 2018, by SDC Delta Coves LLC, a Delaware limited liability company ("Declarant"), acting in its capacity as "Community Declarant" under the Community Declaration (as defined below).

A. Declarant executed the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Delta Coves (the "Community Declaration") and recorded said document in the official records of Contra Costa County, California on 9-20-18, as Document No. 150595; and

B. The real property that is subject to the Community Declaration is being developed in phases as a master-planned community located in Contra Costa County, California, and all such real property is referred to as the "Community"; and

C. The Community Declaration contemplates that Supplemental Community Declarations for parcels or portions thereof located within the Community will be executed and recorded periodically as the development of the Community proceeds; and

D. Declarant wishes to cause that portion of the Community described as Lots 418, 419 and 420 as shown on the map of Subdivision 6013 Delta Coves at Bethel Island, filed March 22, 2005, in Map Book 476, page 37, Contra Costa County Records (the "Parcel"), to be developed in accordance with the Community Declaration and certain supplemental covenants, conditions and restrictions as set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Parcel shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, terms and provisions:

1. **Annexation and Incorporation into Community Declaration.** The Parcel is hereby annexed into the Community Declaration; and this Supplemental Declaration is hereby incorporated into the Community Declaration. Unless otherwise defined in this Supplemental Declaration, every capitalized term used in this Supplemental Declaration shall have the meaning established for such term in the Community Declaration. In the event of any conflict between the terms of the Community Declaration and the terms of this Supplemental Declaration, the terms of this Supplemental Declaration shall control. The Community Declaration should be reviewed in

detail (along with all other recorded documents affecting the Parcel) before the purchase of any Property within the Parcel.

2. **Permitted Uses.** The Parcel shall be developed only for Residential Use consisting of detached single-family residences initially used as Model Lots. Notwithstanding the foregoing, however, a Builder that owns one or more Units (as defined in Section 3 below) within the Parcel shall have the right on portions of the Parcel owned by the Builder (a) to construct and install one or more temporary construction trailers used in connection with construction activities within the Parcel, (b) for equipment and materials staging and storage in connection with construction activities within the Parcel, provided that all such equipment and materials (to the extent not incorporated into Improvements) shall be removed from the Parcel promptly after the completion of all applicable construction activity, and (c) for sales activities related to Units to be developed within portions of the Community, including without limitation the development and operation of one or more sales offices and the improvement and operation of one or more model homes within the Units.

3. **Calculation of Memberships.** The Parcel has been subdivided into three residential lots, each of which shall be referred to in this Supplemental Declaration as a "Unit". For purposes of the Community Declaration, each Unit is allocated one (1) Membership. The Association for the Parcel is the Delta Coves Maintenance Corporation, a California nonprofit public benefit corporation (the "Association").

4. **Commencement and Collection of Assessments.**

a. Each Unit is subject to all Assessments and Fees duly imposed pursuant to the Community Declaration. The obligation to pay such Assessments and Fees shall commence as to each Unit within the Parcel effective as of the recording of this Supplemental Declaration.

b. Regular Assessments and Special Assessments under the Community Declaration shall be levied against the Units progressively (in accordance with Article VII of the Community Declaration), as follows: each Unit shall pay twenty-five percent (25%) of the normal Assessment amount until the date that is twelve (12) months after the recording of this Supplemental Declaration. Thereafter, each Unit shall pay one hundred percent (100%) of the normal Assessment amount.

c. Community Declarant reserves the right to collect Regular Assessments through the Association, as contemplated under Article VII of the Community Declaration.

5. **Installation of Landscaping.** Prior to the conveyance of fee title to a Unit from the applicable Builder to any unaffiliated third party retail homebuyer, the Builder that is constructing a residence on the Unit shall be required at its sole cost and expense to complete the landscaping of the front yard, side yard and all other landscape areas visible from any streets adjoining the Unit, within sixty (60) days (force majeure excepted) after the close of escrow regarding the sale of the Unit to the third party retail homebuyer. All landscaping shall be installed in a manner consistent with the provisions of the Delta Coves Design Guidelines adopted by Community Declarant.

6. **Maintenance of Units.** The Owner of each Unit and each Tract shall maintain the Unit or Tract and all improvements thereon in good condition and repair, in a neat, orderly and clean condition, free of weeds and debris, and promptly remedy any erosion affecting the Unit or Tract.

7. **Sidewalk Trees and Sidewalk Landscaping.** The Builder constructing homes within each Unit bordering public streets shall be responsible for avoiding damage to the Sidewalk Trees and (in the case of corner lot side yards) the Sidewalk Landscaping,

8. **Boundary Walls and Common Yard Walls.** For purposes of this Supplemental Declaration, the term "Boundary Wall" shall mean a privacy wall (or view fence) constructed on, or adjacent to, the common boundary of an Area of Community Responsibility and an adjoining Unit, and the term "Common Yard Wall" shall mean a privacy wall constructed on, or adjacent to, the common boundary of two adjoining Units. Any retaining wall that lies under and supports a Boundary Wall or a Common Yard Wall shall be deemed a part of such Boundary Wall or Common Yard Wall for purposes of this Section 8. Where a Boundary Wall or a Common Yard Wall is a continuous wall running along the boundaries of multiple Units, the rights and responsibilities of the Owner of each such Unit under this Section 8 pertain only to the portions of such wall that adjoin such Owner's Unit. The rights and duties of Owners, the Association with respect to Boundary Walls and Common Yard Walls shall be as follows:

a. **Use of Walls.** The Association (as applicable) and the Owner who have a Boundary Wall on or adjacent to their common boundary shall both equally have the right to use such Boundary Wall, provided that such use by one such party does not interfere with the use and enjoyment of such Boundary Wall by the other. Two Owners who have a Common Yard Wall on or adjacent to their common boundary shall both equally have the right to use such Common Yard Wall, provided that such use by one such party does not interfere with the use and enjoyment of such Common Yard Wall by the other.

b. **Repair of Walls.**

i. If any Common Yard Wall is damaged or destroyed through the act of an adjacent Owner or any Permittee of such Owner (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the Common Yard Wall to its pre-existing condition (including restoration of any affected landscaping and compliance with all applicable municipal code requirements) without cost to the other Owner, provided that any liability imposed on an Owner hereunder shall not limit or prejudice the right of the Owner to pursue any available legal remedies against the Person(s) causing such damage or destruction.

ii. If any Common Yard Wall is destroyed or damaged (including by deterioration from ordinary wear and tear), other than by the act of an adjacent Owner or any of such Owner's Permittees (or if it cannot be determined who caused such destruction or damage), it shall be the joint obligation of the two Owners to rebuild and repair such wall to its pre-existing condition (including restoration of any affected landscaping and

compliance with all applicable municipal code requirements) at their joint expense, such expense to be divided equally between them (and, in the event that one such Owner fails or refuses so to act, the other Owner may undertake the rebuilding or repair of such Party Wall, and thereupon shall have the right to obtain contribution from the Owner who failed or refused to act, in the amount of one-half of the cost of such rebuilding or repair); provided, however, that if such damage or destruction is limited to the surface of a Common Yard Wall, then the obligation to repair such damage or destruction shall be the sole responsibility of the Owner of the Property toward which such surface faces, at such Owner's expense.

iii. If any Boundary Wall or Common Yard Wall is damaged or destroyed through the act of the Association or the Community Alliance (as applicable) or any of its Permittees (whether or not such act is negligent or otherwise culpable), it shall be the obligation of the Association to rebuild and repair the Boundary Wall or Common Yard Wall to its pre-existing condition (including restoration of any affected landscaping and compliance with all applicable municipal code requirements) without cost to the adjacent Owner(s), provided that any liability imposed on the Association hereunder shall not limit or prejudice the right of the Association to pursue any available legal remedies against the Person(s) causing such damage or destruction.

iv. If any Boundary Wall is damaged or destroyed through the act of an adjacent Owner or any of such Owner's Permittees (whether or not such act is negligent or otherwise culpable), the Association shall rebuild and repair the Boundary Wall to its pre-existing condition (including restoration of any affected landscaping and compliance with all applicable municipal code requirements) and shall be entitled to recover the cost of such rebuilding and repair from the adjacent Owner (including, without limitation, by imposition and collection of a Reimbursement Assessment), provided that any liability imposed on the adjacent Owner hereunder shall not limit or prejudice the right of the adjacent Owner to pursue any available legal remedies against the Person(s) causing such damage or destruction.

v. If any Boundary Wall is destroyed or damaged (including by deterioration from ordinary wear and tear), other than by the act of the Association, an adjacent Owner or their Permittees (or if it cannot be determined who caused such destruction or damage), the Association shall rebuild and repair the Boundary Wall to its pre-existing condition (including restoration of any affected landscaping and compliance with all applicable municipal code requirements) and shall be entitled to recover one-half (1/2) of the cost of such rebuilding and repair from the adjacent Owner (including, without limitation, by imposition and collection of a Reimbursement Assessment); provided, however, that if such damage or destruction is limited to the surface of a Boundary Wall, then the obligation to repair such damage or destruction shall be the sole responsibility of the Association or the Owner of the adjacent Property toward which such surface faces, at such Person's sole expense.

vi. In connection with any rebuilding or repair of a Boundary Wall or Common Yard Wall in accordance with this Section 8, the Association, and each adjacent Owner, as applicable, shall have the right to enter upon the other adjacent Unit or the

adjacent Area of Community Responsibility as may be reasonably necessary in order to carry out such rebuilding or repair (including restoration of any affected landscaping).

c. Easement for Enclosed Area. Declarant anticipates that in some instances Boundary Walls will be located entirely within an Area of Community Responsibility as defined in the Community Documents such that a portion of such Area of Community Responsibility lies on the same side of the Boundary Wall as the adjacent Lot. In such instances, (a) the Community Alliance or the Association (as applicable) shall be deemed to have granted an easement of access and enjoyment to the Owner of the adjacent Lot (the "Benefitted Lot") over that portion of the Area of Community Responsibility lying on the same side of the Boundary Wall as the Benefitted Lot (the "Enclosed Area"), and (b) the owner of the Benefitted Lot shall be responsible for maintenance of the Enclosed Area in accordance with all maintenance standards applicable to the Benefitted Lot, whether such maintenance standards are imposed pursuant to the Community Documents, or any other governing law or agreement.

d. Reimbursement of Construction Costs for Common Yard Walls. This Section 8(d) applies to any Common Yard Wall that lies on or adjacent to a boundary between two Units owned by different Builders, or by a Builder and Declarant. The Person who installs such a Common Yard Wall (the "Installing Person") shall be entitled to reimbursement from the Owner of the adjoining Lot for an amount (the "Reimbursement Obligation") equal to one-half (1/2) of the actual cost (determined at the time of construction) of such Common Yard Wall. Such reimbursable cost shall include only the actual third party labor and materials costs expended by the Installing Person to install the Common Yard Wall and shall not include any cost associated with any other walls, provided that such charges may be allocated on a linear foot basis or other reasonable basis where such costs are incurred as part of the installation of more than one wall or for the installation of a wall that is only partially a Common Yard Wall, or both. The Reimbursement Obligation for each Common Yard Wall shall be paid to the Installing Person by the Owner of the adjoining Lot within thirty (30) days following the date when both (i) the installation of the Common Yard Wall is completed, and (ii) the Installing Person has delivered to the Owner of the adjoining Lot a written invoice for the Reimbursement Obligation including applicable reasonable evidence of the actual costs. No interest or other finance charge shall accrue on the Reimbursement Obligation unless the Reimbursement Obligation is not fully paid when due, in which case interest shall accrue on any unpaid amounts at the rate of twelve percent (12%) per annum until all such unpaid amounts and accrued interest thereon have been fully paid to the Installing Person.

e. Modification of Walls. Notwithstanding anything to the contrary contained in this Supplemental Declaration, there shall be no modification of any Boundary Wall or impairment of the structural integrity of any Boundary Wall without the prior consent of the Reviewer, and there shall be no modification of any Common Yard Wall or impairment of the structural integrity of any Common Yard Wall without the prior consent of the Owners of both adjacent Units and the Reviewer.

f. Commencement of Association Responsibility. Notwithstanding anything in this Section to the contrary, the Association shall have no responsibility for the maintenance, repair or replacement of any Boundary Wall pursuant to this Section unless and until it has inspected and approved the construction of such Boundary Wall and accepted in writing maintenance responsibility (to the extent provided herein) for such Boundary Wall and the

adjoining Area of Community Responsibility or Area of Residential Responsibility (as applicable), in accordance with applicable Association procedures for acceptance of common area improvements (which will be commercially reasonable). Until such acceptance, the Person who is the owner of the applicable adjacent Area of Community Responsibility or Area of Residential Responsibility shall have the rights and obligations of the Association under this Section 8.

g. Association and Alliance Cure Rights. If an Owner shall fail to meet its maintenance or repair obligations under this Section 8, the Association shall have the right (but not the obligation) to perform such maintenance or repair on behalf of such Owner, to enter upon such Owner's Unit to the extent reasonably necessary to do so, and to recover from such Owner the cost of such maintenance or repair, including, without limitation, by imposition and collection of a Reimbursement Assessment.

h. Contribution. The right of any Owner to contribution from any other Owner under this Section 8 shall be appurtenant to the land and shall pass to the successors-in-title of both Owners.

9. Adjacent Land Use. Declarant hereby gives notice that the Parcel is located adjacent to (i) various parcels within the Community that are intended for development for Residential Use. Each Owner, by taking title to a Unit acknowledges that Declarant makes no warranties or representations whatsoever that any land now owned or hereafter acquired by Declarant is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, that such use will continue in effect, and that Declarant reserves the right to change the uses, densities and zoning of any property in the Community which Declarant owns without the consent of any Owner.

10. Additional Disclosures.

a. Parking Restrictions. Designated visitor parking areas are provided within the Development. Each Owner who acquires a Unit, by taking title, hereby agrees to disclose the provisions of this Section in writing, to any person to whom the Owner sells or otherwise transfers the Unit, before the closing of the sale or other transfer of the Unit.

11. Binding Effect. This Supplemental Declaration shall run with the land within the Parcel, shall be binding on all parties having or acquiring any right, title or interest in the Parcel or any part thereof, and their respective heirs, successors and assigns, and shall be enforceable in accordance with and as a part of the Community Declaration.

12. Amendment. This Supplemental Declaration may be amended to annex additional Lots or as to the entire Parcel (or any portion thereof) only by a duly recorded instrument signed by both the Owner(s) of the Parcel (or the relevant portion thereof) and Declarant.

IN WITNESS WHEREOF, Declarant has executed the foregoing instrument as of the date first set forth above.

DECLARANT:

SDC DELTA COVES LLC, a Delaware limited liability company

By: [Signature]  
Its: Nick Taratsas  
Authorized Agent

**CERTIFICATE OF ACKNOWLEDGMENT**

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.

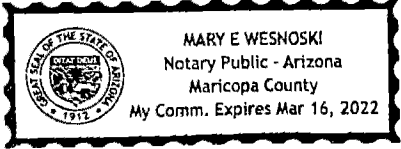
STATE OF ARIZONA     )  
  ) ss.  
MARICOPA COUNTY     )

On 9-18-18, before me, Nick Taratsas, personally appeared as Authorized Agent of DMB Development LLC, Project Manager for SDC Delta Coves LLC, 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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary E. Wesnoski (Seal)





**ORDER NO. : 0114000429**

**EXHIBIT A**

The land referred to is situated in the unincorporated area of the County of Contra Costa, State of California, and is described as follows:

Lots 418, 419 and 420, as shown on the map of Subdivision 6013 Delta Coves at Bethel Island, filed March 22, 2005, in Map Book 476, Page 37, Contra Costa County Records.

APN's 031-240-014, 015 and 016