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Mary S. Alexander
DMB Development LLC
7600 E. Doubletree Ranch Rd
Suite 250
Scottsdale, AZ 85258

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CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC 2019-0089458-00

Acct 4001-PASION TITLE First American Title Co SJ

Thursday, JUN 13, 2019 15:40:02

SB2 \$75.00|MOD \$6.00|REC \$16.00

FTC \$5.00|DAF \$2.70|REF \$0.30

RED \$1.00|ERD \$1.00|

Ttl Pd \$107.00 Nbr-0003491497

LLF/RC/1-6

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR DELTA COVES

This Third Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Delta Coves ("Third Amendment") is made effective as of June 1, 2019 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), with the approval of additional owners of Lots within the Community. Capitalized terms used herein and not defined shall have the meanings assigned in the Community Declaration.

A. Declarant executed the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Delta Coves and recorded said document in the official records of Contra Costa County, California on September 20, 2018, as Document No. 2018-0150595, Contra Costa County Records; together with a First Amendment recorded March 11, 2019 as Document No. 2019-0032661 and Supplemental Declaration recorded on February 25, 2019 as Document No. 2019-0024900, Contra Costa County Records and a Supplemental Declaration and Second Amendment dated April 15, 2019 and recorded on May 24, 2019, as Document No. 2019-0076500, Contra Costa County Records (collectively, the "Community Declaration").

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

C. The Community Declaration contemplates that amendments may be recorded to modify provisions of the Community Declaration from time to time; and

D. Declarant wishes to cause all Lots and Parcels within the Community that have been made subject to the Community Declaration by its terms and by subsequent Supplemental Declarations (the "Property"), including without limitation as described on Exhibit A attached hereto, to be subject to the terms of this Third Amendment.

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

1. Boat Mooring Areas. By this Third Amendment, Declarant imposes the following restriction upon all Lots and associated decks, gangways and Private Docks (collectively, "Dock Facilities") extending into the water within the lagoon constituting Parcel A (the "Delta Coves Lagoon") as shown on on the map of Subdivision 6013 and as later amended:

Each of the Dock Facilities upon or contiguous to a Lot and extending into the Delta Coves Lagoon shall be constructed and maintained in such a manner that boats that are moored to the dock shall come to rest within an area designated as the approved mooring location for the Lot as specified on individual plot plans approved for each Lot during the design review process specified in the Community Declaration.

2. Dock Supports. The private easement for location of each of the Dock Facilities within the Delta Coves Lagoon adjacent to each Lot includes the location of a pier to support the dock as a vertical penetration of the rock slope extending to the water, provided that either the Association, Declarant or BIMID, as defined below, shall have the right to remove the deck to maintain or repair the rock slope if necessary.

3. Confirmation of Maintenance Responsibilities. The Association shall have primary responsibility for all maintenance of the condition of the water within the Delta Coves Lagoon and all maintenance and repair of the water side embankments within Parcel A. This shall include rock slope protection and the maintenance and repair of the slope face toward the water from the Lots. Maintenance shall include all of the following:

(a) conducting periodic inspections utilizing professionals in the industry, to detect conditions that may jeopardize public safety, immediately or over time, or that may compromise the structural or functional integrity of the Delta Coves slope embankments fronting and within the Delta Coves Lagoon, the rock slope protection and/or the slope face;

(b) conducting periodic maintenance and repairs, employing approved means and methods utilized by professionals in the industry and in a manner that assures the continuing structural and functional integrity and safety, of the Delta Coves slope embankments fronting and within the Delta Coves Lagoon, the rock slope protection and/or the slope face;

(c) Bethel Island Municipal Improvement District (BIMID) is hereby granted an access easement upon all properties within the Community as necessary to perform inspections and maintenance of the Delta Coves slope embankments fronting and within the Delta Coves Lagoon, the rock slope protection and/or the slope face.

(d) If BIMID determines in its sole discretion that there is a need to institute maintenance or repair of any Project levee, embankment, rock slope protection or slope face in order to fulfill BIMID's duties to the general public, and the Association is unwilling or unable to institute such maintenance or repair after receiving written notice of BIMID's determination

concerning same, BIMID shall have the right to perform the necessary maintenance or repair, using its own staff or contracting the work out to a private entity, which maintenance or repair shall be paid for by the Association from its reserve fund or otherwise in a timely fashion;

(e) The budget for the Association shall include amounts necessary to fulfill the Association's responsibilities under the terms of this Third Amendment. The Association shall use reasonable efforts to restore any property that has been affected by the maintenance or repairs described herein to its previous condition.

(f) Owners of Lots with five (5) foot rear setbacks, shall be subject to the requirement that all improvements within said setback area must be capable of and subject to: (i) immediate removal upon declaration of an emergency by either the Association or BIMID; and (ii) removal within thirty (30) days after thirty (30) day notice by either the Association or BIMID of the need to remove improvements for non-emergency purposes, which improvements may be returned to the former location after all work necessitating said removal is completed.

(g) The Association shall at its sole cost, defend, indemnify and hold harmless BIMID, its agents, representatives, officers, employees and contractors, against any and all actions, suits, proceedings, claims, demands, losses, judgments, costs and expenses, including settlement costs, legal costs and attorneys' fees, arising out of or related to the maintenance or repair of any Project levees, embankments, rip rap or slope face, or the lack of said maintenance or repair, other than as caused by BIMID's own gross negligence or intentional misconduct.

(h) The obligations and responsibilities provided in this Section 3 are irrevocable, such that the Association may not terminate or revoke such provisions by amendment, repeal or otherwise.

4. This Third Amendment shall run with the land within the Property, shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and all properties annexed to the Community Declaration hereafter, their respective heirs, successors and assigns, and shall be enforceable in accordance with and as a part of the Community Declaration. This Third Amendment may not be modified or terminated without written approval of BIMID.

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: DMB Development LLC, a Delaware limited liability company, its Project Manager

By: Mary S. Alexander

Its: Mary S. Alexander
Executive VP

CERTIFICATE OF ACKNOWLEDGMENT

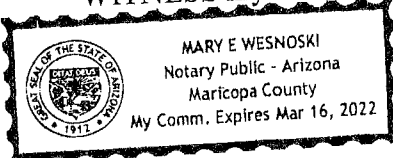
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ARIZONA)
) ss.
MARICOPA COUNTY)

On 6-11-19, before me, Mary E. Wesnoski a Notary Public, personally appeared Mary^sAlexander, 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)

APPROVED BY CONSENTING LANDOWNERS:

DC HOMES LLC, a Delaware limited liability company

By: SDC Delta Coves LLC, a Delaware limited liability company
Its Member

By: DMB Development LLC, a Delaware limited liability company,
Its Project Manager

By Andy Beams
Andy Beams
Its Authorized Representative

CERTIFICATE OF ACKNOWLEDGMENT

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) ss.
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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)

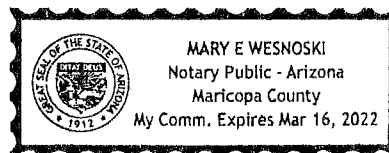


Exhibit A

Property Legal Description

Lots 301-303, 322-374, 377-397, 418-424, 432-459, 465-469 and 475-483 and Parcels A, B, F, G, H, I, J and N as shown on the map of Subdivision 6013 Delta Coves at Bethel Island, filed March 22, 2005 in Volume 476 of Maps, Page 37, Official Records of Contra Costa County.