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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF MARTINEZ
ATTN: PUBLIC WORKS DIRECTOR
525 HENRIETTA STREET
MARTINEZ, CA 94553



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2012-0141936-00

Acct 6-First American Title
Friday, JUN 15, 2012 08:00:00
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cmb/R2/1-13

APNs 373-265-001 and 373-265-002

**DECLARATION OF
USE RESTRICTIONS FOR MS 553-11,
A TWO LOT AIRSPACE SUBDIVISION,
AND FOR 610 COURT STREET**

ARTICLE 1: INTRODUCTION & FACTS

This is a Declaration of Use Restrictions for 610 Court Street and 630 Court Street, Martinez, California (the "DECLARATION") and is executed on April 18, 2012 by the **CITY OF MARTINEZ**, a general law city, (the "CITY").

This DECLARATION is made with specific reference to the following facts:

A. CITY is the owner of certain tracts of land located in the City of Martinez, State of California, commonly known as 610 Court Street ("610 COURT STREET") and 630 Court Street ("630 COURT STREET"), and which are more particularly described as follows, to wit:

610 COURT STREET (APN 373-265-001)

Real property in the City of Martinez, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

PORTION OF BLOCK 329 OF THE ADDITIONAL SURVEY OF THE TOWN OF MARTINEZ, AS PER MAPS THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF BLOCK 329, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF ESCOBAR

STREET WITH THE WEST LINE OF COURT STREET; THENCE FROM SAID POINT OF BEGINNING SOUTHERLY ALONG THE WEST LINE OF COURT STREET, 90 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF ESCOBAR STREET, 41 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID COURT STREET, 90 FEET, MORE OR LESS, TO THE SOUTH LINE OF ESCOBAR STREET; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID ESCOBAR STREET; 41 FEET TO THE POINT OF BEGINNING.

630 COURT STREET (APN: 373-265-002)

Real property in the City of Martinez, County of Contra Costa, State of California; described as follows:

A PORTION OF BLOCK 329 OF THE ADDITIONAL SURVEY OF TOWN OF MARTINEZ, AS PER MAPS THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 329; THENCE NORTHERLY ALONG THE WEST LINE OF COURT STREET 101 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF MAIN STREET 30 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF COURT STREET 101 FEET TO THE NORTH LINE OF MAIN STREET; THENCE EAST ALONG THE NORTH LINE OF MAIN STREET, 30 FEET TO THE POINT OF BEGINNING.

B. CITY has subdivided 630 COURT STREET into two (2) airspace lots, designated as Lot 630-A ("LOT 630-A") and Lot 630-B ("LOT 630-B"), the dividing line between which is a horizontal plane across the 630 COURT STREET as more particularly set forth in the "DECLARATION OF AIRSPACE PLAN AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR 630 COURT STREET, MARTINEZ, CALIFORNIA, MS 553-11, A TWO LOT AIRSPACE SUBDIVISION" recorded May 31, 2012, as Instrument No. 2012-128863 in the Official Records of Contra Costa County, California. There are no common areas in such subdivision.

C. CITY will be conveying, to a private party, 610 COURT STREET and LOT 630-A, which will leave LOT 630-B vested in the CITY.

D. There is located upon 610 COURT STREET a mostly concrete and stucco building commonly known as the Old Public Defender Building (the "OLD PUBLIC DEFENDER BUILDING") which contains two (2) stories above the level of the adjacent sidewalk.

E. There is located upon 630 COURT STREET a mostly brick building commonly known as the Sharkey Building (the "SHARKEY BUILDING") which contains two (2) stories above the level of the adjacent sidewalk. All of said two stories of the SHARKEY BUILDING exist within LOT 630-A.

F. With regard to 610 COURT STREET and 630 COURT STREET, public funds have been expended to assemble, subdivide and negotiate a

disposition of said properties.

G. CITY desires, upon conveyance to a private party, to restrict the uses at 610 COURT STREET and LOT 630-A, in order to foster CITY's policies of: (i) encouraging uses that will foster economic growth in the area generally known as the 600 block of Court Street; and (ii) discouraging uses that, in CITY's opinion, will tend to deter economic growth in said block.

NOW, THEREFORE, CITY hereby declares that 610 COURT STREET and LOT 630-A shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the declarations and restrictions set forth herein, all of which are imposed as equitable servitudes. All of the restrictions hereinafter set forth shall constitute covenants that run with the land and are binding upon CITY and its successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of 610 COURT STREET and/or LOT 630-A.

ARTICLE 2: DEFINITIONS

SECTION 2:01. "ADMINISTRATIVE OFFICE" DEFINED.

As used in this DECLARATION the term "ADMINISTRATIVE OFFICE" shall mean an office establishment primarily engaged in overall management and general supervisory functions, such as executive, personnel, finance, legal and sales activities, performed in a single location or building for other branches or divisions of the same company, which may involve the accessory sale of goods and/or merchandise from the premises. If the goods or merchandise are sold for delivery on, or from, the premises, and constitutes greater than fifty (50) percent of the gross revenue from the administrative office, then the premises shall be considered a store rather than an administrative office.

SECTION 2:02. "ALCOHOLIC BEVERAGE" DEFINED.

As used in this DECLARATION the term "ALCOHOLIC BEVERAGE" shall have the same definition as provided in California Business and Professions Code section 23004. If section 23004 should be repealed then a replacement statute may be resorted to for such definition, and if there is no replacement statute, then the common meaning shall be applied.

SECTION 2:03. "ANTIQUE SHOP" DEFINED.

As used in this DECLARATION the term "ANTIQUE SHOP" shall mean an establishment engaged in the retail sales of objects of art or pieces of furniture, household implements and the like, which, because of age, rarity, and fabrication or the manufacture at a time much earlier than present, have acquired a collectors' quality and value, but excluding any objects or materials that are obsolete and have secondhand or salvage value only.

SECTION 2:04. "BAIL BONDS AGENCY" DEFINED.

As used in this DECLARATION the term "BAIL BONDS AGENCY" shall mean an establishment that provides security for the due appearance of an individual in order to obtain temporary release from imprisonment.

SECTION 2:05. "BEER" DEFINED.

As used in this DECLARATION the term "BEER" shall have the same definition as provided in California Business and Professions Code section 23006. If section 23006 should be repealed then a replacement statute may be resorted to for such definition, and if there is no replacement statute, then the common meaning shall be applied.

SECTION 2:06. "CHECK CASHING SHOP" DEFINED.

As used in this DECLARATION the term "CHECK CASHING SHOP" shall mean an establishment with a primary purpose of cashing checks and making loans. The term "CHECK CASHING SHOP" does not include: (a) a PAWNSHOP; or (b) a financial institution such as a bank or credit union.

SECTION 2:07. "BAR / COCKTAIL LOUNGE" DEFINED.

As used in this DECLARATION the term "BAR / COCKTAIL LOUNGE" shall mean an establishment principally engaging in the sale or dispensing of ALCOHOLIC BEVERAGES by the drink for on-site consumption and where food may be made available for on-premises consumption as accessory to the principal use. The term "BAR / COCKTAIL LOUNGE" does not include a "WINE BAR / BEER GARDEN."

SECTION 2:08. "COLON CLEANSING SALON" DEFINED.

As used in this DECLARATION the term "COLON CLEANSING SALON" shall mean an establishment that provides colon cleansing, colon hydrotherapy, colon hydration and/or colon irrigation by injecting fluid, through one or more tubes, into the colon via the rectum.

SECTION 2:09. "DAY SPA" DEFINED.

As used in this DECLARATION the term "DAY SPA" shall mean an establishment that offers a combination of massage therapy, spa tubs, pools, steam rooms, saunas, or other related accessory facilities and uses and may include a combination of non-medical personal services such as hair, nail, skin care, and hair removal treatments or other services typically found in a beauty shop. A "DAY SPA" shall not mean a beauty shop, barber shop, or nail care establishment that does not provide a combination of massage therapy, spa tubs, pools, steam rooms, saunas, or other related accessory facilities and uses. The term "DAY SPA" does not include a "COLON CLEANSING SALON."

SECTION 2:10. "DRY CLEANER" DEFINED.

As used in this DECLARATION the term "DRY CLEANER" shall mean an

establishment that uses one or more solvents, other than water, for the purpose of cleaning or renovating wearing apparel, fabrics, textiles, drapes, curtains, rugs, blankets, furs, leather or other material.

SECTION 2:11. "FIREARMS SALES" DEFINED.

As used in this DECLARATION the term "FIREARMS SALES" shall mean the retail sale of firearms and/or ammunition, whether it is the principal sales item or incidental to the overall sales. "FIREARMS SALES" shall also include the leasing, and/or advertising for sale, transfer, or lease, or offering or exposing for sale, transfer, or lease, any firearm and/or ammunition.

SECTION 2:12. "GUNSMITH" DEFINED.

As used in this DECLARATION the term "GUNSMITH" shall mean an establishment that manufactures, repairs, restores, refurbishes, customizes and/or engraves firearms.

SECTION 2:13. "LAUNDRY" DEFINED.

As used in this DECLARATION the term "LAUNDRY" shall mean an establishment that operates laundry equipment for the cleaning of wearing apparel, fabrics, textiles, drapes, curtains, rugs, blankets, furs, leather or other material.

SECTION 2:14. "LAUNDROMAT" DEFINED.

As used in this DECLARATION the term "LAUNDROMAT" shall mean an establishment that provides laundry equipment to be used by the general public for the cleaning of wearing apparel, fabrics, textiles, drapes, curtains, rugs, blankets, furs, leather or other material.

SECTION 2:15. "LICE REMOVAL SALON" DEFINED.

As used in this DECLARATION the term "LICE REMOVAL SALON" shall mean an establishment engaged in the removal of lice and/or lice eggs (nits) from human hair.

SECTION 2:16. "LIQUOR STORE" DEFINED.

As used in this DECLARATION the term "LIQUOR STORE" shall mean an establishment engaged in the retail sales of ALCOHOLIC BEVERAGES for off-site consumption. The term "LIQUOR STORE" does not include a "WINE BAR / BEER GARDEN."

SECTION 2:17. "MARTINEZ ZONING CODE" DEFINED.

As used in this DECLARATION the term "MARTINEZ ZONING CODE" shall mean Chapter 22 (entitled "Zoning") of the City of Martinez Municipal Code, or any subsequently enacted chapter related to zoning that replaces Chapter 22.

SECTION 2:18. "MASSAGE PARLOR" DEFINED.

As used in this DECLARATION the term "MASSAGE PARLOR" shall mean an establishment engaged in providing massage treatments by one or more therapists. The term "MASSAGE PARLOR" does not include a DAY SPA.

SECTION 2:19. "MEDICAL MARIJUANA DISPENSARY" DEFINED.

As used in this DECLARATION the term "MEDICAL MARIJUANA DISPENSARY" shall mean a facility, business, club, place of operation, or other establishment: (a) where marijuana is made, possessed, provided, used, sold, purchased, distributed, cultivated, dispensed, stored, handled, consumed, received, delivered, received for purchase, sale or distribution, made available, or arranged to be made available; and/or (b) where any assistance of any form is provided, offered, purchased or procured to obtain marijuana and/or to make marijuana available.

SECTION 2:20. "OFFICE" DEFINED.

As used in this DECLARATION the term "OFFICE" shall mean a room or suite of rooms or portion of a building used for the practices of a profession or for the conduct of a business that may involve the accessory sale of goods and/or merchandise from the premises. If the goods or merchandise are sold for delivery on, or from, the premises, and constitutes greater than fifty (50) percent of the gross revenue from the office, then the premises shall be considered a store rather than an office. An "OFFICE" includes, but is not limited to, a BAIL BONDS AGENCY, attorney, real estate agency, insurance agency, medical professional, medical clinic, mental health counselor and messenger service.

SECTION 2:21. "PAWNSHOP" DEFINED.

As used in this DECLARATION the term "PAWNSHOP" shall mean an establishment engaged in retail sales of new or secondhand merchandise and offering loans secured by personal property.

SECTION 2:22. "PUBLIC BILLIARD ROOM" DEFINED.

As used in this DECLARATION the term "PUBLIC BILLIARD ROOM" shall mean any place open to the public where billiards, bagatelle or pool is played, or in which any billiard or pool table is kept and persons are permitted to play or do play thereon, whether any compensation or reward is charged for the use of such table or not; provided, however, that "PUBLIC BILLIARD ROOM" shall not include any place operated and maintained on the same premises with and strictly incidental to another lawful principal use of the premises and only during the hours that such principal use is open to the public.

SECTION 2:23. "SECONDHAND STORE" DEFINED.

As used in this DECLARATION the term "SECONDHAND STORE" shall mean the retail sale of used appliances, clothing and miscellaneous household or

personal items. The term "SECONDHAND STORE" does not include: (a) an ANTIQUE SHOP; and (b) a USED BOOK STORE.

SECTION 2:24. "SIDEWALK LEVEL STORY" DEFINED.

As used in this DECLARATION the term "SIDEWALK LEVEL STORY" shall mean a STORY OF A BUILDING with an entrance or exit onto a street level sidewalk.

SECTION 2:25. "STORY OF A BUILDING" DEFINED.

As used in this DECLARATION the term "STORY OF A BUILDING" shall mean a set of rooms on the same level of a building.

SECTION 2:26. "TATTOO PARLOR" DEFINED.

As used in this DECLARATION the term "TATTOO PARLOR" shall mean an establishment specializing in providing tattoos, body piercing or other similar service involving permanent coloring or adorning of skin or body parts.

SECTION 2:27. "USED BOOK STORE" DEFINED.

As used in this DECLARATION the term "USED BOOK STORE" shall mean an establishment engaged in the retail sales of used books and other used printed publications.

SECTION 2:28. "WINE" DEFINED.

As used in this DECLARATION the term "WINE" shall have the same definition as provided in California Business and Professions Code section 23007. If section 23007 should be repealed then a replacement statute may be resorted to for such definition, and if there is no replacement statute, then the common meaning shall be applied.

SECTION 2:29. "WINE BAR / BEER GARDEN" DEFINED.

As used in this DECLARATION the term "WINE BAR / BEER GARDEN" shall mean an establishment primarily engaged in the retail sale of WINE and/or BEER for on-site and/or off-site consumption, WINE and/or BEER tasting, and WINE and/or BEER education seminars/classes, with incidental sales of non-alcoholic beverages and food.

SECTION 2:30. DEFINITIONS FROM ARTICLE 1.

All defined terms appearing in capital letters in Article 1, above, are incorporated herein by reference.

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ARTICLE 3: USE RESTRICTIONS

SECTION 3:01. USE RESTRICTIONS FOR SIDEWALK LEVEL STORIES.

(A) Notwithstanding the MARTINEZ ZONING CODE, the following uses are prohibited on any SIDEWALK LEVEL STORY of the SHARKEY BUILDING and the OLD PUBLIC DEFENDER BUILDING, unless a written waiver is first obtained from the CITY:

- a. An ADMINISTRATIVE OFFICE (except to the extent described in subsection (B), below);
- b. An OFFICE (except to the extent described in subsection (B), below);
- c. A BAIL BONDS AGENCY;
- d. A DRY CLEANER;
- e. A LAUNDRY;
- f. A LAUNDROMAT;
- g. A PAWNSHOP;
- h. A SECONDHAND STORE;
- i. A TATTOO PARLOR;
- j. A MASSAGE PARLOR;
- k. A CHECK CASHING STORE;
- l. A BAR / COCKTAIL LOUNGE;
- m. A LIQUOR STORE;
- n. A MEDICAL MARIJUANA DISPENSARY;
- o. A private club or lodge;
- p. A PUBLIC BILLIARD ROOM;
- q. FIREARMS SALES;
- r. A GUNSMITH;
- s. A LICE REMOVAL SALON; and
- t. A COLON CLEANSING SALON.

(B) An OFFICE, including an ADMINISTRATIVE OFFICE, that is merely incidental to a use that is not prohibited in subsection (A), above, shall not be prohibited by this section, provided the main entrance door to the establishment does not open directly into the OFFICE or ADMINISTRATIVE OFFICE. By way of example, a manager's office in the rear of a restaurant or store would not be prohibited by this section.

(C) Notwithstanding the above provisions of this Section, all uses not prohibited in subsection (A), above, shall comply with the requirements, if any, of the MARTINEZ ZONING CODE. If a use that is not prohibited in subsection (A), above, is a use conditionally permitted by the MARTINEZ ZONING CODE, such use shall be established only after the issuance of a conditional use permit in accordance with the MARTINEZ ZONING CODE.

SECTION 3:02. NO USE RESTRICTIONS ON OTHER STORIES; BURDEN.

(A) Through this DECLARATION, use restrictions are only being placed upon the SIDEWALK LEVEL STORY of the SHARKEY BUILDING and the SIDEWALK LEVEL STORY of the OLD PUBLIC DEFENDER BUILDING. Accordingly, this DECLARATION shall burden the SIDEWALK LEVEL STORY of LOT 630-A and the

SIDEWALK LEVEL STORY of the OLD PUBLIC DEFENDER BUILDING.

(B) All stories above or below the SIDEWALK LEVEL STORY of the SHARKEY BUILDING and the SIDEWALK LEVEL STORY of the OLD PUBLIC DEFENDER BUILDING are not affected by the use restrictions contained in this DECLARATION, and instead shall be governed by the MARTINEZ ZONING CODE.

SECTION 3:03. WRITTEN WAIVERS.

Any owner, tenant or proposed tenant of the SIDEWALK LEVEL STORY of the SHARKEY BUILDING or the SIDEWALK LEVEL STORY of the OLD PUBLIC DEFENDER BUILDING may apply to the CITY for a written waiver of any prohibition contained in this DECLARATION. The application for the waiver shall set forth, in detail, the particular business establishment for which the waiver is sought, including any restrictions proposed to be placed upon the operation of the business establishment. The CITY shall be under no obligation to grant any such waiver, and may deny any such application for any reason whatsoever, or no reason at all.

Any such written waiver shall be for the particular business establishment proposed by the applicant and shall be non-transferrable. Additionally, any such waiver, in order to be effective, must be signed by a person authorized to act on behalf of CITY. No such waiver shall be a blanket or general waiver. No such waiver shall be applicable to unspecified acts to take place in the future.

The issuance of a building permit or business license shall, in and of itself, not constitute such a waiver.

Any such waiver may be a conditional waiver. The type, scope, duration, and other details of any condition to be imposed on the waiver shall be determined in the sole discretion of the CITY. The CITY may impose a condition upon the waiver that the waiver shall have a duration of a certain number of years, after which a new waiver must be obtained and, if not so obtained, the business establishment shall close immediately.

Notwithstanding the above, no waiver shall be granted for a use not otherwise permissible or conditionally permissible pursuant to: (a) the City of Martinez General Plan (as the same may exist from time to time); (b) any Specific Plan applicable, from time to time, to the SHARKEY BUILDING and/or the OLD PUBLIC DEFENDER BUILDING; and (c) the MARTINEZ ZONING CODE.

SECTION 3:04. DURATION.

The covenants and restrictions of this DECLARATION shall run for a term of fifty (50) years from the date this DECLARATION is recorded after which time they shall be automatically extended for successive periods of ten (10) years unless all of the following elect otherwise: (a) the CITY; (b) a majority of OWNERS of LOT 630-A; and (c) a majority of OWNERS of OLD PUBLIC DEFENDER BUILDING.

ARTICLE 4: ENFORCEMENT

SECTION 4:01. ONLY THE CITY MAY ENFORCE.

Only the CITY, as a public entity, may enforce this DECLARATION. The right to enforce this DECLARATION may not be assigned by the CITY. Specifically, the following shall have no right to enforce this DECLARATION: (i) any future owner of LOT 630-B (other than the CITY); (ii) any owner of property adjacent to 610 COURT STREET; and/or (iii) any owner of property adjacent to 630 COURT STREET.

SECTION 4:02. INJUNCTION.

(A) If any person who is bound by this DECLARATION breaches, or threatens to breach, any restriction in this DECLARATION, an action may be brought by the CITY in equity seeking an injunction to enforce the restriction which has been breached or which is threatened to be breached. Any such injunction may be a prohibitive injunction and/or a mandatory injunction.

(B) The remedy provided in subsection (A) of this Section is in addition to any other remedy now or hereafter provided by law.

(C) The phrase "person who is bound by this DECLARATION" shall include, but not be limited to, any future owner of LOT 630-A, any future owner of the OLD PUBLIC DEFENDER BUILDING, any future tenant in LOT 630-A, and any future tenant in the OLD PUBLIC DEFENDER BUILDING.

SECTION 4:03. EQUITABLE SERVITUDES.

In the alternative, the restrictions in this DECLARATION may be enforced as equitable servitudes. Enforcing this DECLARATION as equitable servitudes is in addition to any other remedy now or hereafter provided by law.

SECTION 4:04. OTHER MEANS OF ENFORCEMENT.

The CITY shall have broad choices for enforcement of this DECLARATION. Accordingly, an action to enforce this DECLARATION may be maintained on any recognized legal theory.

SECTION 4:05. SELECTION OF REMEDY IS NOT A WAIVER OR LIMITATION.

The exercise of one remedy for enforcement hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

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ARTICLE 5: AMENDMENT

SECTION 5:01. AMENDMENT OF DECLARATION IN GENERAL.

This DECLARATION may be amended as provided for in this Article.

SECTION 5:02. AMENDMENT AFFECTING LOT 630-A ONLY.

Any amendment to this DECLARATION that only involves an amendment to the restrictions imposed upon LOT 630-A, may be accomplished by a document signed by all of the following:

- (1) the CITY; and
- (2) a majority of the owners of LOT 630-A.

SECTION 5:03. AMENDMENT AFFECTING OLD PUBLIC DEFENDER BUILDING ONLY.

Any amendment to this DECLARATION that only involves an amendment to the restrictions imposed upon the OLD PUBLIC DEFENDER BUILDING, may be accomplished by a document signed by all of the following:

- (1) the CITY; and
- (2) a majority of the owners of the OLD PUBLIC DEFENDER BUILDING.

SECTION 5:04. AMENDMENT AFFECTING BOTH PROPERTIES.

Any amendment to this DECLARATION that involves an amendment to the restrictions imposed upon both LOT 630-A and the OLD PUBLIC DEFENDER BUILDING, may be accomplished by a document signed by all of the following:

- (1) the CITY;
- (2) a majority of the owners of the LOT 630-A; and
- (3) a majority of the owners of the OLD PUBLIC DEFENDER BUILDING.

SECTION 5:05. RECORDATION.

Any amendment authorized by this Article shall be in a writing recorded in the Office of the County Recorder of Contra Costa County, California.

ARTICLE 6: MISCELLANEOUS

SECTION 6:01. MORTGAGE PROTECTION.

No breach of this DECLARATION, nor any enforcement action based thereon, shall defeat or render invalid any lien of any mortgage or deed of trust made in good faith and for value, however this

DECLARATION shall be binding upon and effective against any owner of LOT 630-A or 610 COURT STREET whose title is derived through foreclosure or trustee's sale or otherwise.

SECTION 6:02. INTENT AS TO DAVIS-STERLING COMMON INTEREST DEVELOPMENT ACT.

This DECLARATION is not intended to be a "Declaration" as defined by the Davis-Sterling Common Interest Development Act (Civil Code section 1351, subd. (h)).

SECTION 6:03. AMBIGUITIES.

Any ambiguity in this DECLARATION shall be resolved against any and all future owners of LOT 630-A and 610 COURT STREET and in favor of upholding and retaining the restrictions on use contained in the provisions of Article 3 hereof.

SECTION 6:04. HEADINGS.

It is agreed that the titles of the articles and sections (i.e. headings) within this instrument are merely for convenience, do not form a part of this instrument, and shall not be used to interpret any particular article, section or other portion of this instrument.

SECTION 6:05. CITY ZONING REGULATIONS NOT LESSENEED.

Nothing contained in this DECLARATION shall be interpreted to authorize or permit any future owner of 610 COURT STREET and/or LOT 630-A to violate any ordinance or regulation of the CITY OF MARTINEZ relating to zoning and land use, including but not limited to the MARTINEZ ZONING CODE.

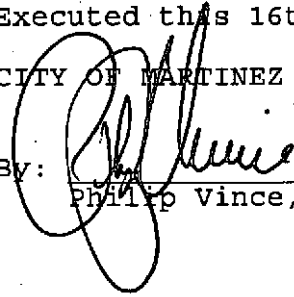
SECTION 6:06. RIGHTS AND OBLIGATIONS RUN WITH THE LAND.

The terms of this DECLARATION shall run with the land.

ARTICLE 7: EXECUTION

Executed this 16th day of May, 2012.

CITY OF MARTINEZ

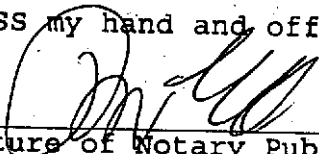
By: 
Philip Vince, City Manager

STATE OF CALIFORNIA)
) SS.
COUNTY OF CONTRA COSTA)

On May 22, 2012, before me, Renee L. Jacobs, Notary Public, personally appeared Philip A. Vince, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(is)~~ (is) 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



END OF DOCUMENT