

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

LS-Santa Clara LLC
3130 Crow Canyon Place, #325
San Ramon, CA 94583
Attn: Jacquelyn Trommer

**SUPPLEMENTARY DECLARATION
OF CATALINA
(Conditions of Approval)**

This SUPPLEMENTARY DECLARATION OF CATALINA ("Supplementary Declaration") is made this ____ day of _____, 20__ by LS-Santa Clara LLC, a Delaware limited liability company ("Declarant") with reference to the facts set forth below.

RECITALS

A. Declarant caused that certain Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Catalina to be recorded on December 10, 2019 as Instrument No. 24354257 in the Office of the County Recorder of Santa Clara County, California ("Declaration"), which, as of the date of this Supplementary Declaration, encumbers the real property situated in the City of Santa Clara, County of Santa Clara, as more particularly described on Exhibit "A" attached hereto ("Property"). The additional real property listed on Exhibit "B" attached hereto may be annexed to the Declaration and upon such annexation shall be subject to the provisions of the Declaration and this Supplementary Declaration. Unless otherwise specified herein, the capitalized terms in this Supplementary Declaration shall have the meanings set forth in the Declaration.

B. In accordance with Section 1.81 and Section 9.8 of the Declaration, Declarant wishes to record this Supplementary Declaration in order to conform the Declaration with the conditions of approval imposed by the City for Catalina II (Tract Map No. 10515).

C. In the event any provision of this Supplementary Declaration is disapproved by the City, Declarant shall be obligated to, and shall have the unilateral right to, record an amendment to bring such provision into compliance with City requirements.

NOW, THEREFORE, Declarant declares as set forth below:

1. **Recital A.** Recital A of the Declaration is deleted in its entirety and replaced with the following:

A. Property Owned by Declarant. Declarant is the Owner of a residential community situated in the City of Santa Clara, County of Santa Clara, State of California known as "Catalina" ("Community"). If developed as planned, the Community may consist of two tracts located in separate Final Maps. The first tract – Catalina I (Tract Map 10474) consists of fifty four (54) Condominiums, forty six (46) of which are Residential Condominiums and eight (8) of which are Live Work Condominiums, together with Association Property, landscaped areas, a tot lot, Private Streets, limited guest parking spaces and other facilities. The second tract – Catalina II (Tract Map 10515) will consist of thirty-nine (39) Residential Condominiums, thirty two (32) of which will be Residential

Condominiums and seven (7) of which will be Live Work Condominiums, together with Association Property, landscaped areas, Private Streets, a recreation area, limited guest parking spaces and other facilities.

2. **Section 1.20.** Section 1.20 of the Declaration is hereby revised to add “Planned Development (PD) zoning” to the definition of “Community Entitlements” in such provision.

3. **Section 2.7.7.** Section 2.7.7 of the Declaration is hereby revised to add the following to the end of the first sentence of such provision: “provided that the required number of visitor parking spaces are provided at all times.”

4. **Section 3.4.5.** Section 3.4.5 of the Declaration is hereby revised to add the following to the list of items the Association shall provide for: “payment for garbage and trash disposal services for the Association Property and Association Maintenance Areas...”

5. **Section 3.4.13.** The first sentence of Section 3.4.13 of the Declaration is hereby deleted and replaced with the following: “Certain portions of the Property may have been or may be dedicated to the City on the Final Map.”

6. **Section 3.4.16.** The following provision is hereby added as Section 3.4.16 of the Declaration:

3.4.16 TDM Plan and Annual Reporting Requirement. Declarant has an obligation under the Community Entitlements to achieve a 20 percent reduction in project Vehicle Miles Traveled (VMT), half of which (a 10 percent reduction) must be achieved with Transportation Demand Management (“TDM”) measures. Such TDM measures may include, but are not limited to, unbundled parking, on-site bicycle parking, parking for car-sharing vehicles, and Eco Passes for residents. Declarant is required by the Community Entitlements to submit an initial TDM Plan to the City’s Director of Community Development for approval and implement the plan. Declarant shall submit to the City’s Planning Division by February 28th of each year an annual report covering the prior calendar year, in a format approved by the City’s Director of Community Development, detailing the TDM measures undertaken in the last calendar year and the percentage reduction achieved, and supporting data. Once Declarant has sold all Units in the Community to First Purchasers, the Association shall assume the reporting and implementation responsibilities for the TDM Plan.

7. **Section 3.5.3.** Section 3.5.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 3.5.3 Hours of Operation. The Association may not impose any limitations on the hours of operation of the businesses within the Live Work Units other than the restrictions set forth in Sections 3.3.15 and 6.3.4 below nor shall these Sections be amended, without the consent of at least a majority of the Live Work Owners.

8. **Section 6.1.4.** Section 6.1.4 of the Declaration is hereby revised to remove the following sentence from such provision: “No animal shall be permitted to be maintained, at any time, within any recreational areas within the Community.”

9. **Section 6.1.6(c).** Section 6.1.6(c) of the Declaration is hereby revised to add the following sentence to the end of such provision: “Owners are prohibited from utilizing garages for exclusive use storage and parking areas within the Community shall not be used for business purposes except to accommodate clients of the Live Work Units.”

10. **Section 6.1.6(e).** Section 6.1.6(e) of the Declaration is hereby revised to remove the following from the end of the first sentence of such provision: “unless otherwise approved by the Board and the City.”

11. **Section 6.1.7(c).** Section 6.1.7(c) of the Declaration is hereby revised to add the following to the end of such provision: “and subject to applicable Building Code requirements.”

12. **Section 6.1.15.** Section 6.1.15 of the Declaration is hereby revised to add the following to the end of the first sentence of such provision: “and the City.”

13. **Section 6.3.2.** Section 6.3.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

6.3.2 Allowed Uses. The Live Work Unit Commercial Areas may be used for “work” purposes as described below provided, however, in the event such use is prohibited by the City, such use shall also not be permitted. Generally, Live Work Units are intended to be used for residential and/or home office and other professional office uses. Notwithstanding anything herein to the contrary, a “home based business” must comply with Applicable Laws and the requirements of the Community Entitlements. The following descriptions are not intended to be all inclusive and at all times are subject to compliance with City home based business requirements which as of the date of recordation of this Declaration are included in Chapter 18.100 SCCC, Home Occupations, approved permitted uses as set forth in the Community Entitlements, and uses that the City’s Zoning Administrator determines to be similar in nature to the listed uses. Except as otherwise provided below, all uses contemplated in a Live Work Unit shall be conducted entirely within the Unit and shall be operated so as not to be objectionable or detrimental to adjoining Occupants or the Community or the nearby environment generally. (a) Architect/Landscape Design; (b) Engineer/Land Planner; (c) Interior Decorator; (d) Financial or other Planning Consultant; (e) Attorney/Estate Planner; (f) Income Tax Service/Accountant; (g) Consulting and Business Services; (h) Esthetician; (i) Tutor; (j) Private music instruction (nonamplified); (k) Real Estate Developer/Contractor; (l) Cottage food operations (consistent with the California Homemade Food Act, AB 1616 (2012), and as amended); (m) Painting or sculpting arts; (n) Photography; (o) Graphic design; (p) Billing Service Provider; (q) Telecommuter; (r) Computer programing/consulting; (s) Telemarketing and computer industry related activities; and (t) Storage and use of chemicals and materials in use that in the opinion of the Santa Clara Fire Department would not create adverse conditions for residents and neighboring properties.

14. **Section 6.3.3.** Section 6.3.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

6.3.3 Other Permitted Uses. Notwithstanding the specific examples of permitted uses outlined above, an Owner may seek authorization from City’s Zoning Administrator to engage in other similar uses, so long as such other uses are for general professional purposes and are not otherwise precluded by the requirements of the Governing Documents, Community Entitlements or Applicable Laws.

15. **Section 6.3.4.** Section 6.3.4 of the Declaration is hereby revised to add the following prohibited uses: (r) Retail sales and services; (s) Auto repairs and services; (t) Repair services (such as electronics, clock, watch, shoe, bicycle); (u) Cleaning services; (v) Pool maintenance; (w) Pick-up and delivery services; (x) Landscape services; (y) Recording studio; (z) Animal clinic; (aa) Health clinic; (bb) Barber shop/beauty parlor; (cc) Welding and open flammable related activities; (dd) Research lab; (ee) Cabinet making or other woodworking; (ff) Dog grooming; (gg) Dry cleaning; (hh) Florist, flower arranging and plant services; (ii) Medical or dental office; (jj) Daycare; (kk) Manufacturing or assembly; and (ll) Storage and use of chemicals and materials in use that in the opinion of the Santa Clara Fire Department would create adverse conditions for residents and neighboring properties.

16. **Section 6.3.5.** Section 6.3.5 of the Declaration is hereby revised to provide that signage shall also be approved by the City.

17. **Section 7.3.** Section 7.3 of the Declaration is hereby revised to provide that the Association shall maintain the Association Property throughout the life of the Community and to add the

following to the last sentence of such provision: “and is required as a condition of the PD zoning approval of the Catalina II development entitlement.”

18. **Section 7.3.7.** Section 7.3.7 of the Declaration is hereby revised to delete the following from the second sentence of such provision: “bushes/shrubs shall not exceed two (2) feet in height at maturity, or maintained at that height, and...”

19. **Section 7.3.8.** Section 7.3.8 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.3.8 Offsite Maintenance Areas. The Association shall maintain the irrigation system, trees, and plantings in the Offsite Maintenance Areas in good condition at all times. The Association shall also provide irrigation to the street trees and plantings bordering the Community as required by the City. Additional Offsite Maintenance Area obligations may be identified in a Supplementary Declaration. The Offsite Maintenance Areas include the areas depicted on Exhibit “D” to the Declaration and the irrigation system, street trees and plantings in the public right of way fronting Catalina II along El Camino Real and Civic Center Drive.

20. **Section 7.3.11.** Section 7.3.11 of the Declaration is hereby revised to add the following after the words “Association Property” in the first sentence of such provision: “and Offsite Maintenance Areas...”

21. **Section 7.7.** Section 7.7 of the Declaration is hereby revised to add the following to the beginning of the first sentence of such provision: “Subject to the limitations contained in the Community Entitlements,...”

22. **Section 8.2.** Section 8.2 of the Declaration is hereby revised to add the following to the end of the second to last sentence of such provision: “and approval of the City.” Section 8.2 of the Declaration is also hereby amended to replace the last sentence of such provision with the following: “An Owner shall also be obligated to obtain any approvals and permits required by the City or other Governmental Agencies.”

23. **Section 8.2.1.** Section 8.2.1 of the Declaration is hereby revised to add the following to the end of the first sentence of such provision: “approval, and issuance of any applicable permit.”

24. **Section 8.5.** Section 8.5 of the Declaration is hereby revised to replace the first sentence of such provision with the following: “Any Owner proposing to install or use a solar energy system, as defined in California Civil Code Section 801.5, shall be subject to the same review and approval process as any Owner proposing to construct any Improvements or other actions requiring the approval of the Board and/or City pursuant to this Declaration.”

25. **Section 8.15.** Section 8.15 of the Declaration is hereby revised to add the following to the end of the first sentence of such provision: “following review and approval by the City.”

26. **Section 9.9.** Section 9.9 of the Declaration is hereby revised to add the following to the end of the first sentence of such provision: “and the City.”

27. **Section 11.5.7.** The following provision is added as Section 11.5.7 of the Declaration.

11.5.7 the alteration is reviewed and approved by the City.

28. **Section 11.7.** Section 11.7 of the Declaration is hereby revised to replace the first sentence of such provision with the following: “In the event of damage or destruction to any Unit, the Owner thereof shall (unless the Association is not required to repair surrounding damaged Association Property pursuant to the terms set forth above) reconstruct the same as soon as reasonably practicable

and substantially in accordance with the original plans and specifications therefor; provided, however, that any such Owner may, with the written consent of the Board and issuance of any requisite building permits, reconstruct or repair the same pursuant to new or changed plans and specifications.”

29. Section 16.2. Section 16.2 of the Declaration is hereby revised to add the following sentence to the beginning of such provision: “The covenants, conditions, and restrictions now or hereafter imposed by the provisions of the Governing Documents, or any amendment thereto, are enforceable equitable servitudes.”

30. Applicability. This Supplementary Declaration shall be applicable to all of the Property subject to the Declaration at the time this Supplementary Declaration is recorded. All additional property later annexed to the Declaration shall be subject to the Declaration and this Supplementary Declaration and any additional supplements or amendments thereto.

31. Affirmation. Except as amended or modified herein or to the extent inconsistent with this Supplementary Declaration, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date first above written.

LS-Santa Clara LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

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 _____)

On _____, before me, _____, a 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 _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

LOT 3, LOT 4 AND PARCEL B AS SHOWN ON TRACT NO. 10474, IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, FILED FEBRUARY 20, 2019, IN BOOK 921 OF MAPS, PAGES 39 THROUGH 45, INCLUSIVE, OFFICIAL RECORDS OF SANTA CLARA COUNTY ("MAP").

EXHIBIT "B"

ANNEXABLE PROPERTY

LOTS 1, 2, 5 AND 6, AND PARCELS A, C AND D AS SHOWN ON TRACT NO. 10474, IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, FILED FEBRUARY 20, 2019, IN BOOK 921 OF MAPS, PAGES 39 THROUGH 45, INCLUSIVE, OFFICIAL RECORDS OF SANTA CLARA COUNTY; AND

COMMENCING AT A STAKE IN THE NORTHWESTERLY LINE OF CLAY STREET, DISTANT THEREON EIGHT HUNDRED AND TWENTY-FIVE FEET SOUTHWESTERLY FROM THE POINT OF INTERSECTION OF THE SAID NORTHWESTERLY LINE OF CLAY STREET WITH THE SOUTHWESTERLY LINE OF JACKSON STREET, THE SAID STAKE BEING ALSO DISTANT SOUTHWESTERLY ALONG THE SAID NORTHWESTERLY LINE OF CLAY STREET, FOUR HUNDRED AND SEVENTY-SIX FEET FROM THE EASTERLY CORNER OF SUBLOT NO. 17 OF THE TOWN OF SANTA CLARA; AND RUNNING THENCE NORTHWESTERLY ON A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF THE SAID SUBLOT NO. 17, THREE HUNDRED AND FOURTEEN AND FORTY-SEVEN HUNDREDTHS FEET TO A STAKE IN THE NORTHWESTERLY LINE OF THE SAID SUBLOT NO. 17; THENCE SOUTHWESTERLY ALONG THE SAID NORTHWESTERLY LINE OF THE SAID SUBLOT NO. 17, TWO HUNDRED AND SEVENTY-SEVEN FEET TO A STAKE STANDING IN THE MOST WESTERLY CORNER OF THE SAID SUBLOT NO. 17; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF THE SAID SUBLOT NO. 17, THREE HUNDRED AND FOURTEEN AND SEVENTY-FOUR HUNDREDTHS FEET TO A STAKE STANDING IN THE NORTHWESTERLY LINE OF CLAY STREET AT THE MOST SOUTHERLY CORNER OF THE SAID SUBLOT NO. 17; THENCE NORTHEASTERLY ALONG THE SAID NORTHWESTERLY LINE OF CLAY STREET, TWO HUNDRED AND SEVENTY-SEVEN FEET TO THE POINT OF COMMENCEMENT; AND BEING A PORTION OF THE SAID SUBLOT NO. 17 OF THE SAID TOWN OF SANTA CLARA.

EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF CLAY STREET, SAID POINT BEING DISTANT THEREON 606 FEET EASTERLY FROM THE INTERSECTION OF THE NORTHERLY LINE OF CLAY STREET WITH THE EASTERLY LINE OF LINCOLN STREET; AND RUNNING THENCE SOUTH 66° WEST ALONG THE NORTHERLY LINE OF CLAY STREET 277 FEET; THENCE NORTH 24° 25' WEST 52 FEET; THENCE ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 1450 FEET AND ITS CENTER TO THE LEFT AND A TANGENT BEARING OF NORTH 78° 56' EAST 280.08 FEET; THENCE SOUTH 24° 25' EAST 16 FEET TO THE NORTHERLY LINE OF CLAY STREET, AND POINT OF COMMENCEMENT, AND BEING A PART OF SUBLOT NO. 17 OF THE CITY OF SANTA CLARA. ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA CLARA BY INSTRUMENT RECORDED JUNE 1, 1970 IN BOOK 8938 OF OFFICIAL RECORDS AT PAGE 445, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SOUTHEASTERLY LINE OF CIVIC CENTER DRIVE (FORMERLY SCOTT STREET), WHICH IS COINCIDENT WITH THE NORTHERLY COMMON CORNER OF THE LANDS OF IVANCOVICH AND THE LANDS CONVEYED TO BACON BY DEED FILED FOR RECORD IN BOOK 1319 OF SAID OFFICIAL RECORDS, AT PAGE 44; THENCE SOUTHEASTERLY, FOLLOWING THE COMMON BOUNDARY BETWEEN SAID LANDS OF IVANCOVICH AND BACON, SOUTH 24° 00' 00" EAST 21.32 FEET TO A POINT IN A LINE PARALLEL TO AND DISTANT SOUTHEASTERLY 35 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF CIVIC CENTER DRIVE, AS SAID CENTERLINE IS SHOWN ON THE MAP OF SAID DRIVE FILED FOR RECORD IN THE OFFICE OF SAID COUNTY RECORDER IN BOOK 3 OF OFFICIAL PLAN LINE MAPS, AT PAGE 47; THENCE FOLLOWING SAID PARALLEL LINE SOUTH 65° 48' 10" WEST 96.06 FEET TO THE POINT OF TANGENCY WITH A 788 FOOT RADIUS CIRCULAR CURVE DEFLECTING TO THE RIGHT; THENCE FOLLOWING THE ARC OF SAID CIRCULAR CURVE THROUGH A CENTRAL ANGLE OF 13° 16' 11" AN ARC DISTANCE OF 182.50 FEET TO A POINT IN THE EASTERLY LINE OF THOSE CENTER LANDS CONVEYED TO THE CITY OF SANTA CLARA, A

MUNICIPAL CORPORATION, BY DEED FILED FOR RECORD IN BOOK 5358 OF SAID OFFICIAL RECORDS, AT PAGE 332; THENCE NORTHWESTERLY, FOLLOWING THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE CITY OF SANTA CLARA AND SAID LANDS OF IVANCOVICH, NORTH 24° 00' 20" WEST 1.29 FEET TO A POINT IN THE ABOVE MENTIONED SOUTHEASTERLY LINE OF CIVIC CENTER DRIVE; THENCE NORTHEASTERLY COINCIDENT WITH SAID SOUTHEASTERLY LINE OF CIVIC CENTER DRIVE NORTH 66°00' 44" EAST 277.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THE COURSE WITH A LENGTH OF 52.00 FEET AS SHOWN ON THE RECORD OF SURVEY, LANDS OF ANNA IVANCOVICH RECORDED MARCH 5, 1965 IN BOOK 191 OF MAPS, AT PAGE 47, RECORDS OF SANTA CLARA COUNTY; THENCE ALONG THE NORTHWESTERLY PROLONGATION OF SAID COURSE NORTH 23° 25' 06" WEST 0.33 OF A FOOT; THENCE FROM A TANGENT THAT BEARS NORTH 82° 09' 02" EAST ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1490.00 FEET, THROUGH AN ANGLE OF 0° 19' 30" AN ARC LENGTH OF 8.45 FEET TO THE NORTHERLY LINE OF THE EXISTING EL CAMINO REAL; THENCE ALONG LAST SAID LINE FROM A TANGENT THAT BEARS SOUTH 79° 37' 22" WEST ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1449.92 FEET, THROUGH AN ANGLE OF 0° 19' 50" AN ARC LENGTH OF 8.37 FEET TO THE POINT OF COMMENCEMENT.