

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Karen Tiedemann
Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612



2024-0004434 03/11/2024 11:00:11 AM

OFFICIAL RECORDS OF Santa Cruz County
Sheri Thomas Recorder
RECORDING FEE: \$125.00
COUNTY TAX: \$0.00
CITY TAX: \$0.00



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DECLARATION OF EL RIO MOBILE HOME PARK COOPERATIVE

This Declaration is made on June 5, 2023, by El Rio Mobile Home Park Cooperative, a California nonprofit public benefit corporation (hereinafter referred to as the "Declarant or the "Cooperative") and is made with specific reference to the following facts:

A. Declarant owns that certain real property located in the City of Santa Cruz, the County of Santa Cruz, State of California, which is more particularly described in Exhibit A, attached hereto and incorporated herein.

B. There is located upon the Property a mobile home park consisting of ninety (90) mobile home spaces (the "Spaces") with customary appurtenances, three rental dwelling units (not mobile homes), as well as, the Common Area, as defined in Article I, commonly known as El Rio (the "Project"). Declarant has established within such Project a cooperative subject to the Davis-Stirling Common Interest Development Act.

C. Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Spaces in the Project and the Members of the Cooperative.

D. All capitalized terms shall have the meaning set forth in Article 1.

NOW, THEREFORE, Declarant hereby declares that the hereinafter described Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, sold, and improved subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and Project, and every part thereof. All of such limitations, covenants, conditions, restrictions and easements shall constitute covenants and equitable servitudes which shall run with the land and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest, including possessory interest, in or to any part of the Property.

ARTICLE I DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of the Cooperative, filed in the office of the Secretary of State of the State of California on October 23, 1987, and as amended from time to time.

2. "Assessment" means a Regular Assessment, Special Assessment, or Individual Special Assessment.

3. "Bylaws" shall mean and refer to the First Amended and Restated Bylaws of the Cooperative.

4. "Certificate" shall mean a Membership Certificate, issued by the Cooperative to one or more persons and recorded in the books and records of the Cooperative which represent a Membership in the Cooperative and the particular Space allocated to such Membership. Each Certificate, and the Membership represented thereby, shall be appurtenant to a particular Space in the Property and a Certificate and the appurtenant Membership and the Occupancy Agreement shall not be separately transferred, assigned, or conveyed.

5. "Coach" shall mean a Member's mobile home or trailer occupying Member's Space.

6. "Common Area" shall include, without limitation: land, landscaping, parking and driveway areas, recreation areas and buildings, the Property office, exterior stairs, storage areas not located within any Space, those portions of reservoirs, tanks, pumps, motors, ducts, flues, chutes, conduits, pipes, plumbing, wires and other utility installations lying within the land or contained within and immediately surrounded by that portion of any structure or space which is defined herein as part of the Common Area (as required to provide power, light, telephone, gas, water, sewage, drainage, heat); and any central television antenna. Equipment which is part of a discrete and complete system serving only one Space shall be a part of such Space and not part of the Common Area.

7. "Common Expenses" shall mean the actual and estimated costs of: ownership, maintenance, management, operation, repair, and replacement of the Property (including unpaid Assessments), costs of management and administration of the Cooperative including, but not limited to, compensation paid to employees; the costs of all gardening and landscaping, maintaining parking areas, repaving and restriping, security, and other services benefiting the Property; the costs of fire, casualty and liability insurance, workers' compensation insurance, and other insurance covering the Property; the costs of bonding of the members of the Cooperative's Board of Directors; taxes paid by the Cooperative, principal and interest paid and any other charges or fees incurred on any blanket encumbrance; amounts paid by the Cooperative for discharge of any lien or encumbrance levied against the entire Property or any portion thereof; and the costs of any other item or items designated by, or in accordance with other expenses

incurred by the Cooperative, for any reason whatsoever in connection with the Property, for the common benefit of the Members.

8. "Cooperative" shall mean and refer to the El Rio Mobile Home Park Cooperative, a California public benefit corporation.

9. "Declarant" shall have the meaning set forth in this first paragraph of this Declaration.

10. "Declaration" shall mean and refer to this enabling Declaration.

11. "Individual Special Assessment" shall mean and refer to a charge against a particular Space made for the purpose of obtaining reimbursement of certain expenditures of the Cooperative pursuant to Article IV.

12. "Meet and Confer Program" shall mean the meet and confer program set forth in Article 17 of the Bylaws as required pursuant to Civil Code Section 1363.810.

13. "Member" shall mean every natural person holding a Membership in the Cooperative pursuant to the Bylaws hereof.

14. "Membership" shall mean the property, voting, and other rights and privileges of Members, together with the correlative duties and obligations contained in the Articles and Bylaws of the Cooperative. Each Membership and the corresponding Certificate shall be appurtenant to a particular Space in the Property.

15. "Occupancy Agreement" shall mean an occupancy agreement entered into between the Cooperative and natural persons, granting the natural persons subject to the agreement the exclusive use and occupancy of the applicable Space. Each Member shall be entitled to enter into an Occupancy Agreement with the Cooperative.

16. "Property" or "Properties" shall mean and include all of the real property described in Exhibit A, and all improvements now or hereafter existing or erected thereon and all property, real or personal, owned by the Cooperative.

17. "Regular Assessment" shall mean that portion of the cost of maintaining the Property which is to be paid by each Member as determined by the Cooperative pursuant to the Bylaws and Occupancy Agreement in accordance with this Declaration.

18. "Rental Units" shall mean the three rental dwelling units owned and managed by the Cooperative.

19. "Space" shall mean an individual mobile home space located on the Property.

20. "Special Assessment" shall mean a charge to be paid by each Member to be determined in accordance with this Declaration and the Bylaws for the purpose of defraying, in whole or in part, the Common Expenses of the Cooperative for any fiscal year.

ARTICLE II DESCRIPTION OF PROPERTY, DIVISION OF PROPERTY AND CREATION OF PROPERTY RIGHTS

1. Description of Property. As of the date of this Declaration, the Property consists of ninety (90) Spaces and three (3) Rental Units and such other improvements as are now or may hereafter be located thereon.

2. Type of Property. The Property is developed and organized as a stock cooperative consisting of a corporation holding title to the Property and each Member of the corporation having an exclusive right to occupy a portion of the Property, consisting of a Space. The right to exclusive occupancy shall include the right to non-exclusive use of the Common Area of the Property. Such right to non-exclusive use of the Common Area cannot be separated from the exclusive right to occupancy of the Space to which it is appurtenant. Nor may the right to exclusive occupancy be separated from the Membership in the Cooperative. Each Member may use all Common Areas within the Property in accordance with the purposes for which they are intended so long as such use does not hinder the exercise of or encroach upon the rights of any other Member. The Cooperative owns and manages the Rental Units.

3. Rights of Ingress, Egress, Use, and Support. For the benefit of each Space located in the Property, the Members and their guests, invitees and licensees, there are non-exclusive rights of ingress, egress, use and support, as necessary, through, on and over the Common Area.

ARTICLE III THE COOPERATIVE

1. Cooperative to Manage Common Areas and Rental Units. The management and control of the Common Area and Rental Units shall be vested in the Cooperative. The administration of the Property shall be in accordance with this Declaration, the Articles of Incorporation, the Bylaws of the Cooperative, and any rules and regulations issued by the Board of Directors of the Cooperative.

2. Membership. Eligibility for Membership and the rights, privileges, and obligations of Membership shall be in accordance with the Articles of Incorporation and the Bylaws of the Cooperative. All Members must execute an Occupancy Agreement on a form proscribed by the Board of Directors. Membership shall not be denied to any person because of the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information of that person.

3. Transfer of Membership and Option to Purchase. Transfer of Membership in the Cooperative is restricted, as fully set forth in the Bylaws and the Occupancy Agreement. Transfer of Membership in the Cooperative upon the death of a Member is also restricted, as fully set forth in the Bylaws. The Cooperative holds an option to purchase each Member's Membership and Coach, as fully set forth in the Bylaws.

4. Termination of Membership and Occupancy Rights For Cause. Pursuant to the Occupancy Agreement and Bylaws, the Cooperative may terminate occupancy of a Space and may terminate a Membership for cause. Such termination may be accomplished by enforcement of a Lien of Assessment as provided by paragraph 8 of Article IV of this Declaration, or by repossession of the Space by the Cooperative by unlawful detainer proceedings conducted in accordance with the provisions of Section 1159 et seq. of the California Code of Civil Procedure, Section 789 et seq. of the California Civil Code and in conjunction with Membership termination procedures as set forth in the Occupancy Agreement and Bylaws. Should the Cooperative repossess the Space, the Member shall be required to deliver promptly to the Cooperative his or her Certificate and his or her Occupancy Agreement, both endorsed in such a manner as may be required by the Cooperative. The Cooperative shall thereupon proceed with reasonable diligence to affect a sale of the Membership to a purchaser at a sale price equal to the transfer value, as defined in the Bylaws.

5. General Duties and Powers. The powers and duties of the Cooperative shall be those enumerated in the Articles of Incorporation and the Bylaws of the Cooperative.

ARTICLE IV ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Members, by acceptance of the Occupancy Agreement, are deemed to covenant and agree to pay the Cooperative the Assessments to be established and collected as hereinafter provided. The Assessments, together with any late charge, interest, costs, and reasonable attorneys' fees shall be a charge on the Occupancy Agreement and shall be a continuing lien upon the Certificate and Occupancy Agreement. Each such Assessment, together with any late charge, interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who is the record holder of the Occupancy Agreement at the time when the Assessment became due. No holder of an Occupancy Agreement may exempt himself or herself from liability for his or her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his or her Space.

2. Purpose of Assessments. The Assessments levied by the Cooperative shall be used exclusively to promote the health, safety, and welfare of all of the Members of the Cooperative, for the improvement and maintenance of the Common Area, and for the common good of the Property.

3. Regular Assessments. Each Member shall pay Regular Assessments, as set forth in the Bylaws and the Occupancy Agreement.

4. Special Assessments. In addition to the Regular Assessment authorized above, the Cooperative may levy, in any fiscal year, in accordance with the Bylaws a Special Assessment applicable to that year for the purpose of defraying, in whole or in part, the Common Expenses of the Cooperative for any fiscal year (including, but not limited to, unanticipated delinquencies, costs of construction, unexpected repairs or replacement or reconstruction or capital improvements in or on the Common Area, including fixtures and personal property related thereto). Any Special Assessment, other than an Individual Special Assessment, shall be levied against each of the Members in the same proportion as Regular Assessments and may be enforced in the same manner as a Regular Assessment.

5. Individual Special Assessments. The Cooperative may levy Individual Special Assessments against a Member in accordance with the Bylaws and California law in order to obtain reimbursement of funds expended by the Cooperative, provided that such Individual Special Assessments may only be levied to reimburse the Cooperative for costs incurred in bringing the Member(s) and his or her Space into compliance with provisions of the Bylaws, the Articles of Incorporation, and the Occupancy Agreement. When levied, such Individual Special Assessments shall be immediately due and payable and may be enforced in the same manner as a Regular Assessment.

6. Delinquency of Assessments. All Assessments, or monthly installments thereof, levied pursuant to this Declaration are delinquent fifteen (15) days after they become due. For each delinquent Assessment, or monthly installment thereof, the Cooperative may recover: (a) reasonable costs incurred in collecting the delinquent Assessment, or part thereof, including reasonable attorney's fees, (b) a late charge not to exceed ten percent (10%) of the delinquent Assessment or Ten Dollars (\$10.00), whichever is greater, and (c) interest in all sums imposed herein, including the delinquent Assessment, reasonable costs of collection, and late charges at twelve percent (12%) annual percentage rate interest, commencing thirty (30) days after the Assessment becomes due.

7. Cooperative's Remedies for Member's Delinquent Payment of Assessments. Pursuant to California Civil Code Section 5720:

(a) For delinquent Assessments (1) less than \$1,800, not including any accelerated Assessments, late charges, fees and costs of collection, attorney's fees, or interest, or (2) less than one year overdue, the Cooperative may terminate the Member's Membership for cause and evict the Member from the Park pursuant to Articles 16 and 17 of the Occupancy Agreement or pursue available remedies in court other than foreclosure.

(b) For delinquent Assessments that are (1) \$1,800 or more or (2) more than twelve (12) months overdue, in addition to the remedies listed in Paragraph 7 (a), above, the Cooperative may pursue lien and foreclosure remedies in accordance with Civil Code Section 5655-5740 (including the noticing, the meet and confer, and other procedural requirements).

ARTICLE V
MAINTENANCE AND REPAIRS; UTILITIES

1. Repair and Maintenance by Member. The Member agrees to be responsible, at his/her own expense, for: (1) all repairs and maintenance to his/her Coach; (2) any repairs or maintenance, including landscaping, to the Member's Space; (3) all repairs and maintenance from the point of service hook-up to Member's Coach; and (4) the removal of debris from the Member's Space. If repairs or maintenance to the Common Areas are necessitated by the Member's negligence, the Member is responsible for all expenses incurred. The Cooperative retains the right to make repairs at the Member's expense and may charge the cost thereof to the Member as an Individual Special Assessment. The Member must make all repairs mandated by local ordinance and state law. The Member shall obtain any permits required by law prior to undertaking repair or improvements to the Member's Coach. The Member shall promptly remove any mechanic's liens placed on the Member's Coach or the Cooperative's property due to work performed at the request of or on behalf of the Member.

2. Repair and Maintenance Duties of Cooperative. The Cooperative shall provide and pay for all necessary repairs, maintenance, and replacements, except as specified in subparagraph (1) of this Article. The Cooperative is not responsible for any cost involved in modifying a Member's Coach service hook-up to fit the services provided by the Corporation.

3. Utilities. The Member shall pay the Cooperative for his/her water, electricity, and gas (including its use for heat) based on the amount shown on the applicable submeter. The Cooperative shall provide water, electricity, heat, and gas to the Common Area.

ARTICLE VI
AMENDMENT

1. Amendments. This Declaration may be amended by the Cooperative by the vote or written consent of Members representing fifty-one percent (51%) of the voting power of the Cooperative. Any amendment must be recorded and shall become effective upon being recorded in the Recorder's Office of the County of Santa Cruz.

2. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Cooperative or the Members of the Cooperative, their respective legal representatives, heirs, successors and assigns, 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 an instrument in writing signed by a majority of the then Members of the Cooperative, shall have been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

ARTICLE VII MISCELLANEOUS

1. Enforcement. The Cooperative, or any Member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, together with any amendments hereto, or the Articles or Bylaws, and in such action shall be entitled to recover damages and/or injunctive relief, as well as reasonable attorneys' fees as ordered by the Court. Failure by the Cooperative or by any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this Property is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

3. Use of Words. Unless the context otherwise requires, singular nouns and pronouns used in this Declaration should be construed as including the plural thereof. All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders.

4. Statutory References. All references in this Declaration to particular statutes of the State of California should be deemed to include the same statute as hereafter amended or, if repealed, such other statutes as may thereafter govern the same subject as the statute to which specific reference was made.

5. Notices. Any notice permitted or required by the Declaration, Articles of Incorporation or Bylaws of the Cooperative may be delivered either personally or by mail. If delivered by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each person at the current address given by such person to the secretary of the Board or addressed to the Space of such person, if no address has been given to the secretary.

EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this Report is situated in the County of Santa Cruz, City of Santa Cruz, State of California, and is described as follows:

Parcel One:

Beginning at the intersection of the northeast prolongation of the southeast side of Lindberg Street and the southeast prolongation of the northeast line of Parcel One described in the deed from Laurence E. Porter, et ux, to George H. Wilson, et al, recorded July 28, 1964 in Volume 1634, Page 21, Official Records of Santa Cruz County; thence continuing along said last mentioned prolonged line, South 54 degrees 13' East to intersect with the southwest line of lands conveyed to the City of Santa Cruz by deed recorded August 14, 1958 in Volume 1199, Page 515, Official Records of Santa Cruz County; thence along the said line, North 20 degrees 29' 30" West to the intersection thereof with the said northeasterly prolongation of the southeast side of Lindberg Street; thence South 35 degrees 47' West to the point of beginning.

Parcel Two:

Being a portion of the lands described "first" in Executor's Deed to Daniel G. Becknell, recorded October 13, 1943 in Volume 463, Page 396, Official Records of Santa Cruz County and more particularly described as follows:

Beginning at a pipe at the northwesterly corner of the land conveyed to the City of Santa Cruz, by deed recorded in Volume 1161, Page 246, Official Records of Santa Cruz County; thence from said point of beginning, South 75 degrees 03' West, 207.84 feet to the north corner of the land conveyed by Fred D. Hihn, et al, to David L. Wilson, by deed dated July 31, 1919 and recorded in Volume 290 of Deeds, Page 26, Santa Cruz County Records, said point being on the produced western line of McKinley Street and from which point a pipe bears North 3 degrees 50' East, 50.0 feet distant; thence South 3 degrees 50' West along the eastern line of said last mentioned land, 194.65 feet to the northern end of said McKinley Street, from which point the southeastern corner of said last mentioned land bears South 3 degrees 50' West, 20.0 feet distant; thence along the northern end of McKinley Street, South 86 degrees 10' East, 50.0 feet to a station; thence along the eastern line of said street, South 3 degrees 50' West, 148.88 feet to a 1/2 inch pipe at the northern corner of the land conveyed to Joseph Tomlin and Knox I. Bentley, by deed recorded in Volume 505, Page 470, Official Records of Santa Cruz County, said pipe also being at the westernmost corner of the land conveyed to Knox I. Bentley, et al, by deed recorded August 27, 1946 in Volume 591, Page 246, Official Records of Santa Cruz County, and from which a 1/2 inch pipe at the northeastern corner of McKinley Street and River Street extension bears South 3 degrees 50' West, 106.07 feet distant; thence along the northeastern line of said last mentioned land, South 71 degrees 45' East, 165.97 feet to the easternmost corner thereof, also being the western most corner of the land conveyed to Laurence E. Porter, et ux, by deed recorded May 23, 1944 in Volume 480, Page 91, Official Records of Santa Cruz County; thence along the boundary of said last mentioned land, North 35 degrees 47' East, 50.0 feet; South 54 degrees 13' East, 150.0 feet to the eastern corner of the lands conveyed to George H. Wilson, et al, by deed recorded in Volume 1697, Page 324, Official Records of Santa Cruz County; thence North 35 degrees 47' East, 66.10 feet to a pipe on the

western boundary of aforementioned lands of the City of Santa Cruz; thence along said western boundary, North 20 degrees 29' 30" West, 482.87 feet to the point of beginning.

Parcel Three:

Beginning at a 3/4 inch iron pipe on the western line of Blaine Street, sometimes called McKinley Street, from which a 1/2 inch iron rod three feet long at the intersection of the westerly line of said Blaine Street with the northeasterly line of River Street bears South 3 degrees 50' West, 221.50 feet distant, said last mentioned point being the southeastern corner of the lands described as Parcel 5 in the deed to William H. Fowler and Lorraine F. Fowler, by deed recorded August 15, 1944 in Volume 482, Page 236, Official Records of Santa Cruz County; thence from said point of beginning, South 88 degrees 44' West, 114.46 feet to a 3/4 inch iron pipe on the northeasterly boundary of lands deeded to Andrew Dennison by the F. A. Hihn Co. by deed dated December 5, 1905 and recorded in Volume 175 of Deeds, Page 442, Santa Cruz County Records; thence along said last mentioned boundary, North 24 degrees 10' West, 23.41 feet to the southeast corner of a tract or lot conveyed by the F. A. Hihn Co. to Hannah B. Long, by deed dated April 26, 1907 and recorded in Volume 196 of Deeds, Page 76, Santa Cruz County Records; thence along the northeasterly boundary of said last mentioned tract, Northwesterly 19.76 feet and 39.00 feet to the northeast corner of said last mentioned tract or lot; thence leaving said last mentioned tract or lot, and along the produced line of the northwesterly boundary of said lot, North 49 degrees 03' East, 219.9 feet to a station on the produced west line of said proforma policy dated February 12, 1988, Blaine Street; thence South 3 degrees 50' West along said last mentioned line, 205.05 feet to the place of beginning.

Parcel Four:

Being a part of the lands conveyed to Santa Cruz Lumber Company by deed recorded January 24, 1924 in Volume 21, Page 34, Official Records of Santa Cruz County and further described as follows:

Beginning on the northern boundary of said lands at the northwest corner of the lands conveyed to the City of Santa Cruz by deed recorded September 26, 1957 in Volume 1150, Page 536, Official Records of Santa Cruz County; thence along the said northern boundary, South 75 degrees 02' West, 127.26 feet to the northwest corner of said lands; thence continuing along the boundaries of said lands, South 3 degrees 49' West, 144.74 feet and South 56 degrees 02' West, 257.06 feet to a station from which the most western corner of said lands on the northeast line of River Street bears South 56 degrees 02' West, 125.94 feet distant; thence leaving said line and running parallel to the line of River Street, South 40 degrees 50' East, 67.03 feet to the southeast line of said lands of Santa Cruz Lumber Company; thence along the last mentioned line, North 49 degrees 02' East, 219.90 feet to a station and North 75 degrees 02' East, 207.84 feet to a pipe at the southwest corner of said lands conveyed to City of Santa Cruz; thence along the western line of the last mentioned lands, North 20 degrees 29' 30" West, 185.13 feet to the place of beginning.

Parcel Five:

Being a part of the land conveyed to Paul L. Mengel, et ux, by deed dated July 3, 1950 and recorded July 20, 1950 in Volume 782, Page 171, Official Records of Santa Cruz County and described as follows:

Beginning at an iron pipe on the easterly line of River Street at the southwest corner of the land conveyed to Teotonio F. Oliveira, et ux, by deed dated September 14, 1936 and recorded September 14, 1936 in Volume 315, Page 277, Official Records of Santa Cruz County; thence along the easterly line of River Street, South 19 degrees 12' East, 60.79 feet to an iron pipe at the northwest corner of the land described in Parcel One in the deed to William Turner, dated November 13, 1930 and recorded June 19, 1933 in Volume 245, Page 256, Official Records of Santa Cruz County; thence leaving River Street along the northern line of said Parcel One and the southerly line of proforma policy dated February 12, 1988 said land of Mengel, North 75 degrees 03' East, 599.60 feet to a point from which the southeast corner of said land of Mengel bears North 75 degrees 02' East, 21.24 feet distant; thence North 20 degrees 29' 30" West, 61.11 feet to a point on the northerly line of said land of Mengel from which the northeast corner thereof bears North 75 degrees 02' East, 21.01 feet distant; thence along the northerly line of said land of Mengel, South 75 degrees 02' West, 598.25 feet to the point of beginning.

Excepting therefrom a portion of the land conveyed to City of Santa Cruz, a municipal corporation as described in the document entitled "Grant Deed" recorded on May 23, 2001, as Document No. 2001-0030355, Official Records of Santa Cruz County.

Also excepting therefrom any mobile home or homes located thereon.

Said land is also depicted on that certain Record of Survey which map filed April 23, 2002 in Book 101 of Maps, at Page 29, Santa Cruz County Records.

APN: 008-311-36

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has issued this Declaration as of the day and year first above written.

EL RIO MOBILE HOME PARK a California
public benefit corporation

By: Shelly D'Amour

Its: President

By: Shelly D'Amour

Its: President

RECORDING REQUESTED BY AND MAIL TO:

Shelly D'Amour, President
El Rio Mobilehome Park Cooperative
2120 N. Pacific Avenue
Santa Cruz, CA 95060

See Attached
Notary Certificate

v.c.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

SANTA CRUZ

On 03.08.2024

Date

before me,

LUIS GARCIA, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

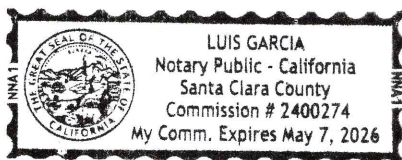
SHELLY D'AMOUR

Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature

[Signature]

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____