



Southampton Swim Club, Inc.  
*Governing Documents*

**Southampton Swim Club, Inc.**

Amended Declaration of Covenants, Conditions and Restrictions  
 Southampton Swim Club Inc.

TABLE OF CONTENTS

	Page
RECITALS	1
DECLARATIONS	4
1. DEFINITIONS	5
2. MEMBERSHIP IN SWIM CLUB	7
3. AUTHORITY OF THE SWIM CLUB	8
4. SWIM CLUB POWERS – EXCLUSIVE	10
5. ASSESSMENTS: REGULAR ASSESSMENTS; SPECIAL ASSESSMENTS	11
6. DEFAULT IN PAYMENT OF ASSESSMENTS	14
7. MORTGAGE PROTECTION	17
8. AUDIT	18
9. AMENDMENT	18
10. SEVERABILITY	18
11. CERTIFICATION	19
12. AMENDED ORDER GRANTING PETITION TO AMEND GOVERNING DOCUMENTS	20

October 30, 1990

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WHEN RECORDED RETURN TO:

ABEND, JACOBSON & HUGHES  
 P. O. Box 9355  
 Walnut Creek, CA 94598—0955

AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
SOUTHAMPTON SWIM CLUB, INC.

This Declaration of Covenants, Conditions and Restrictions binds the following property:

Lots	Southampton <u>Unit No.</u>	<u>Date Filed</u>	Book	<u>Page(s)</u>
1—40	1	October 13, 1964	21	85 et seq.
1—62	2	October 13, 1964	21	88 et seq.
1—64	3	October 13, 1964	21	91 et seq.
1—48	4	October 27, 1971	25	87 et seq.
1—66	5	May 22, 1972	26	42 et seq.
1—49	6	May 22, 1972	26	46 et seq.
1—70	7	May 7, 1973	27	54 et seq.

WHEREAS, on the 8th day of January, 1969, CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION, later CITIZENS SAVINGS AND LOAN ASSOCIATION and now 1ST NATIONWIDE BANK (hereinafter “CITIZENS”) executed and acknowledged a DECLARATION OF RECIPROCAL COVENANTS AND CONDITIONS (hereinafter “DECLARATION”) , relating to Southampton Swim Club, Inc., a nonprofit corporation (hereinafter called “Swim Club”), which Declaration was recorded on January 10, 1969, In Book 1543, at pages 429-466, both Inclusive, of Official Records in the Office of the County Recorder of the County of Solano, State of California; and

WHEREAS, by the terms and provisions of said Declaration, 1 Class A Membership was issued and made appurtenant to each and every Lot In Southampton Units 1, 2 and 3 (a total of 165 Lots): being that certain property in the City of Benicia, County of Solano, State of California, described as follows:

PARCEL 1

All of the 40 Lots shown on the map entitled: “MAP OF SOUTHAMPTON, UNIT NO. 1, BENICIA, SOLANO COUNTY, CALIFORNIA,” filed in the Office of the County Recorder of Solano County, California, on October 13, 1964, In Book 21 of Maps, Page 85.

PARCEL 2

All of the 62 Lots shown on the map entitled: “MAP OF SOUTHAMPTON, UNIT NO. 2, BENICIA, SOLANO COUNTY, CALIFORNIA,” filed in the Office of the County Recorder of Solano County, California, on October 13, 1964, in Book 21 of Maps, Page 88.

PARCEL 3

All of the 64 Lots shown on the map entitled: "MAP OF SOUTHAMPTON, UNIT NO. 3, BENICIA, SOLANO COUNTY, CALIFORNIA," filed in the Office of the County Recorder of Solano County, California, on October 13, 1964 in Book 21 of Maps, Page 91.

EXCEPTING THEREFROM: Lots 29 and 30 in Block 7, and Lots 7, 10, 11, and 12 in Block 9, as shown on the map entitled, "MAP OF SOUTHAMPTON, UNIT NO. 3, BENICIA, SOLANO COUNTY, CALIFORNIA", filed in the Office of the County Recorder of Solano County, California, on October 13, 1964, In Book 21 of Maps, Page 91.

PARCEL 4

Lots 29 and 30 in Block 7 and Lots 7, 10, 11 and 12 in Block 9, as shown on the map entitled, "MAP OF SOUTHAMPTON, UNIT NO. 3, BENICIA, SOLANO COUNTY, CALIFORNIA," filed in the Office of the County Recorder of Solano County, California, on October 13, 1964, in Book 21 of Maps, Page 91.

There were reserved to CITIZENS Class A memberships (not in excess of 235) to be Issued and become appurtenant to Lots In subsequently subdivided portions of the land described in Exhibit "B" attached to said Declaration; and

WHEREAS, CITIZENS subdivided a portion of the land described in said Exhibit "B," which subdivision contained 48 Lots and is referred to in the Final Subdivision Map relating thereto as SOUTHAMPTON UNIT 4, which map was filed on October 27, 1971, . in Book 25 of Maps, at Page 87, et seq., In the Office of the County Recorder of the County of Solano, State of California; and

WHEREAS, a Certificate issuing and declaring 48 Class A Memberships in Southampton Swim Club appurtenant to Lots 1 -48, both Inclusive, In Southampton Unit 4 was recorded on December 29, 1971, In Book 1724, at Pages 544 - 545 both inclusive, of Official Records In the Office of the County Recorder of the County of Solano, State of California; and

WHEREAS, said Declaration of Reciprocal Covenants and Conditions was amended so as to modify the land described In Exhibit "B," said amendment was recorded on July 7, 1972, in Book 1762, at pages 49-

98, both inclusive, of Official Records in the Office of the County Recorder of the County of Solano, State of California; and

WHEREAS, CITIZENS has subdivided a portion of the land described in said Exhibit “B,” as amended, which subdivisions contain 115 Lots and are referred to in the Final Subdivision Maps relating thereto as SOUTHAMPTON UNIT 5, (66 Lots) which map was filed on May 22, 1972, in Book 26 of Maps at Page 42, et seq., and SOUTHAMPTON UNIT 6, (49 Lots) which map was filed on May 22, 1972, in Book 26 of Maps at page 46 et seq., In the Office of the County Recorder of the County of Solano, State of California;

WHEREAS, CITIZENS amended the Reciprocal Covenants and Conditions to declare that 115 of the reserved Class A Memberships in said Swim Club shall no longer be deemed to be reserved Memberships, and that said Memberships shall be, and they are thereby Issued, and of the 115 Memberships so issued 1 such Class A Membership in said Swim Club shall be and Is declared to be appurtenant to each residential Lot in Southampton Unit 5 and Southampton Unit 6;

And to further declare that each of said Memberships appurtenant to residential Lots in said Southampton Unit 5 and Southampton Unit 6 shall be deemed outstanding for all purposes set forth in said Declaration of Reciprocal Covenants and Conditions as amended and the Articles of Incorporation of said Swim Club, and shall be entitled to the rights and privileges, and subject to the duties and obligations set forth in said Declaration and Articles of Incorporation in the same manner, and to the same extent, and if Southampton Unit 5 and Southampton Unit 6 had been subdivided prior to the date of execution and acknowledgment of said Declaration of Reciprocal Covenants and Conditions and said Class A Memberships had at that time been Issued and made appurtenant to each and every of the 115 residential Lots contained therein.

Said Amendment was recorded on July 11, 1972, in Book 1762, at pages 397—399.

WHEREAS, a swimming pool with appurtenant structures has been constructed upon a parcel of land adjacent to said Southampton Subdivision and Parcel B, which parcel of land, swimming pool and improvements have been deeded to Southampton Swim Club, a nonprofit corporation; and

NOW THEREFORE, all former Declarations and Amendments are hereby repealed and replaced with this Amended Declaration of Covenants, Conditions and Restrictions;

NOW, THEREFORE, it is hereby declared that all of the real property described above Is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to these Covenants, Conditions and Restrictions, all of which are declared and agreed to be In furtherance of a plan for the subdivision, Improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property and every part thereof. All of the limitations, covenants and conditions shall run with the real property and shall be binding upon all parties having or acquiring a right, title or interest in the described real property, or any part thereof, and shall be for the benefit of each Owner of any portion of said real property or any Interest therein and shall inure to the benefit of and be binding upon each successor In interest of the Owners thereof.

IT IS FURTHER DECLARED that Southampton Swim Club, Inc. Is a Planned Development within the meaning of California Civil Code Section 1351(k).

IT IS FURTHER DECLARED that all of the Covenants, Conditions and Restrictions herein set forth shall constitute enforceable equitable servitudes as provided in Section 1354 of the California Civil Code, shall run with the said real property, and shall be binding upon, and Inure to the benefit of, each Owner of any portion of the said real property or of any interest therein and their heirs, successors, and assigns.

1. Definitions:

(a) “Articles” shall mean the Articles of Incorporation of Southampton Swim Club, Inc. as they may be amended from time to time, and as filed with the Office of the Secretary of State for the State of California.

(b) “Association” or “Swim Club” shall mean Southampton Swim Club, Inc., it successors and assigns.

(c) “Board” shall mean the Board of Directors of Southampton Swim Club, Inc.

(d) “By-Laws” shall mean the By-Laws of Southampton Swim Club, Inc. as they shall be

adopted by the Members and any duly adopted Amendments thereto.

(e) “Capital Improvement” shall mean a permanent addition to or upgrading of the Common Area such as replacements with material of substantially longer life than originally furnished by the Developer unless such materials are mandated by current governmental codes or regulations.

(f) “Common Area” shall mean all the real property owned by the Swim Club for the common use and enjoyment of the Owners.

(g) “Declaration” shall mean the Declaration of Covenants, Conditions and Restrictions of Southampton Swim Club, Inc., as said Declaration may from time to time be amended.

(h) “Development” shall mean all real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Swim Club.

(i) “Governing Documents” shall mean the Articles, By-Laws, Declarations and Rules of the Swim Club.

(j) “Lot” shall mean any Lot shown upon any recorded Subdivision Map of the Development, with the exception of the Common Area.

(k) “Maintenance” shall mean the act of caring for property and keeping it in its existing state, preserving It from failure or deterioration,

(l) “Member” shall mean every person or entity who holds Membership in the Swim Club, as provided in the By-Laws.

(m) “Owner” shall mean the record Owner or Owners of a fee simple title to any Lot which is a part of the Development, including contract sellers, but excluding those holding such interest merely as security for the performance of any obligation.

(n) “Repair” shall mean the minor restoration of property that is torn, broken, or otherwise damaged, or has sustained wear, tear, or deterioration such that minor restoration is necessary.

(o) “Replacement” shall mean substantial reconstruction, restoration, or substitution of the whole or a substantial part of property that has been damaged or destroyed through usage or through hazard or catastrophe such that It is no longer useable or serviceable in its current condition.

(p) "Rules" shall mean the rules and regulations or other order, no matter how titled, governing the use, occupancy and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time or by committees authorized to act in behalf of the Swim Club.

2. Membership In Swim Club:

(a) There shall be 1 class of Membership In the Swim Club, except the Board of Directors may admit Associate Members. Associate Members may be held by non-Owner families or individuals, as provided in the Southampton Swim Club By-Laws and Rules. There shall be not more than 500 Memberships, Including Associate Members.

(b) There shall be and there is hereby issued 1 Membership In the Swim Club appurtenant to each residential Lot in Units 1 through 7 of the Southampton Subdivision. All of said Memberships are presently outstanding.

(c) The transfer of Memberships shall be subject to the following restrictions:

(1) No Membership may be severed or separated from the Lot to which it is appurtenant and any sale, transfer or conveyance of such Lot shall operate to transfer the appurtenant Membership without the requirement of express reference thereto.

(2) No Owner of a Membership may avoid the burdens or obligations incidental thereto by abandonment of his or her Lot to which such Membership is appurtenant.

(3) Upon conveyance, sale or assignment of a Lot to which a Membership Is appurtenant, to a new Owner or Owners, the selling Owner or Owners shall not be liable for any assessments levied upon such Membership after the date of such sale.

(d) The rights, duties, privileges and obligations incidental to Membership in the Swim Club shall be exercised and Imposed in accordance with the provisions of these Covenants, Conditions and Restrictions and Articles and the By-Laws.

3. Authority of the Swim Club.

The Swim Club, for the benefit of Its Members, shall acquire and shall pay for out of the operating fund

established under paragraph 5 hereof the following:

(a) Water, sewer, garbage, electrical, telephone and gas and other necessary utility service for the Common Area.

(b) A policy or policies of fire Insurance with extended coverage endorsement for the full Insurable replacement value of the Common Area Improvements or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection.

(c) A policy or policies Insuring the Common Area Improvements and, to the extent deemed necessary, the Members thereof against any liability to the public or to the Members incident to the ownership and use of the Common Area facilities, limits of liability under such insurance shall not be less than \$300,000.00 for any one person injured, and for any one accident not less than \$500,000.00, and \$10,000.00 for property damage (such limits and coverage to be reviewed at least annually by the Board of Directors and increased in its discretion).

(d) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(e) Painting, maintenance, repair, replacement and landscaping of the Common Area property and Improvements.

(f) All state and local real property taxes and assessments, income or franchise taxes, permit and license fees as necessary, and any and all other state or local fees, taxes or assessments necessary or proper for the operation of the Swim Club.

(g) Administrative supplies and services, legal and accounting fees incurred.

(h) Any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Swim Club Is required to secure or pay for by law or which in the opinion of the Board of Directors shall be necessary or proper for the operation of the Club or for the enforcement of these Covenants, Conditions and Restrictions.

The Swim Club's powers hereinabove enumerated shall be limited in that it shall have no authority to acquire and pay for out of the operating fund for capital additions and improvements having a cost in excess

of 5% of the budgeted yearly gross expenses of the Swim Club, except upon the vote or written consent of a majority of the outstanding Memberships.

4. Swim Club Powers -- Exclusive:

The Swim Club shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the operating fund.

The Board shall be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the voting power of the Association:

(1) Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than 1 year with the following exceptions:

(a) A management contract which may be terminated without cause on notice not to exceed 90 days.

(b) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(c) Prepaid casualty and/or liability Insurance policies of not to exceed 3 years' duration provided that the policy permits short rate cancellation by the insured.

(d) Lease agreements for laundry room fixtures and equipment of not to exceed 5 years' duration.

(e) Agreements for cable television services and equipment or satellite television services and equipment of not to exceed 5 years' duration.

(f) Agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed 5 years' duration.

(2) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of 5% of the budgeted gross expenses of the Association for that fiscal year.

(3) Selling during any fiscal year property of the Association having an aggregate fair market value greater than 5% of the budgeted gross expenses of the Association for that fiscal year.

(4) Paying compensation to Directors or to officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

5. Assessments:

(a) Regular Assessments: Not less than 45 days prior to the beginning of each fiscal year a pro forma budget shall be distributed to each Member as provided in the By-Laws of the Swim Club. At this time, the Board shall estimate the total charges to be paid out of the operating fund during such year (Including allowances for reasonable reserve for contingencies and replacement and less any expected surplus from the prior year). The Board shall allocate and assess said estimate of total charges to each Lot Owner equally by dividing said estimate by the number of Lots then contained in Units 1 through 7 of the Development and multiplying the resulting quotient by the number of Lots owned by each Lot Owner. All funds of the Association shall be budgeted, allocated, assessed and collected for current maintenance and operation of the Common Area, contingencies, deferred maintenance and replacement of capital Improvements and shall be designated for those specific purposes. Said funds shall then be used only for the purposes for which they have been designated.

Within 120 days after the end of each fiscal year, the Lot Owners shall receive an accounting of assessment receipts and disbursements for the last-ended fiscal year. If such accounting shows a surplus of cash In the Swim Club's current maintenance and operation account, all or part of such surplus shall be refunded to the Lot Owners or shall be carried over to future assessment periods and applied to reduce future assessments or shall be allocated to reserve funds, as determined by a majority of the Board.

The Board of Directors may, without the consent of the Owners, increase the maximum regular assessment once each year by a percentage not exceeding 20% of the regular assessment for the preceding fiscal year. The Owners may approve regular assessments in excess of the above limitation by majority vote of a quorum present in person or by proxy at an Owners' meeting.

(b) Special Assessments: The Board may designate non-recurring budgeted expenses as special assessments and if at any time during any fiscal year the regular assessment proves inadequate for

any reason, including nonpayment of any Owner's share thereof, or unexpected repair, replacement or reconstruction of the improvements in the Common Area or Lots for which the Swim Club has responsibility, or if funds are otherwise required for any authorized activity of the Swim Club, the Board may levy a special assessment in the amount of such actual or estimated inadequacy, which amount shall be assessed to the Owners individually In the manner set forth in Subparagraph (a) above; provided, however, that In any fiscal year the Board may not levy, without consent of the Owners, such additional assessments which, in the aggregate, exceed 5% of the budgeted gross expenses of the Swim Club for that fiscal year.

This paragraph 5 does not limit assessment Increases necessary for emergency situations. An emergency situation is any one of the following:

- (1) An extraordinary expense required by an Order of the Court.
- (2) An extraordinary expense necessary to repair or maintain the Swim Club or any part of it for which the Association Is responsible where a threat to personal safety on the property is discovered.
- (3) An extraordinary expense necessary to repair or maintain the Common Area or any part of it for which the Swim Club is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma budget. Prior to levy of an emergency assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the Resolution shall be distributed to the members with the Notice of Assessment.

Assessments shall be due and payable by the Owners to the Swim Club during the fiscal year in equal monthly installments, on or about the 1st day of each month, or in such other manner as the Board shall designate. If not paid within 15 days after its due date, the payment is delinquent and may be subject to a late charge in an amount not to exceed the maximum allowed by law in accordance with Board Rules. Assessments delinquent 30 days beyond the due date shall bear interest from that date at a rate not to exceed the rate permitted by law until paid, in addition to the late charge, but the Board may, in its discretion, waive

interest in any particular instance. If any suit or proceeding is initiated to collect any such charge, there shall be added to the amount thereof costs of collection and reasonable attorneys' fees.

(b) All funds collected hereunder shall be deposited in an operating fund or reserve fund and shall be expended only for the purposes set forth in these Covenants and Conditions and purposes incidental thereto.

Amendments to this paragraph shall be effective only upon the written consent of 51% of the Membership.

6. Default in Payment of Assessments.

Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Member against whom the same are assessed. In the event of a default or defaults in payment of any such assessment or assessments and in addition to any other remedies herein or by law provided, the Swim Club may enforce each such obligation as follows:

(a) By suit or suits at law to enforce each such assessment obligation. Each such action shall be brought in the name of the Swim Club. Any judgment rendered in any such action shall include, where permissible under any law, a sum for reasonable attorneys' fees in such amount as the Court may adjudge against such defaulting Member. Upon full satisfaction of any such judgment, it shall be the duty of the Swim Club by an authorized officer thereof to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(b) At any time within 90 days after the occurrence of any such default, the Swim Club may give a notice to the defaulting Member, which said notice shall state the date of the delinquency, the amount of the delinquency and make a demand for payment thereof. If such delinquency is not paid within 10 days after delivery of such notice, the Swim Club may elect to file a claim of lien against the Lot or parcel of such delinquent Member. Such claim of lien shall state (1) the name of the delinquent Member or reputed Member, (2) a description of the Lot or parcel against which claim of lien is made, (3) the amount claimed to be due and owing (with any proper offset allowed), (4) that the claim of lien is made by the Swim Club pursuant to the terms of these Covenants and Conditions (giving the date of execution and the date, book and

page references of the recording hereof in the Office of the Recorder of the County of Solano), and (5) that a lien is claimed against said described Lot or parcel in an amount equal to the amount of the stated delinquency. Any such claim of lien shall be signed and acknowledged by any officer of the Swim Club and shall be dated as of the date of the execution thereof. Upon recordation of a duly executed original or copy of such claim of lien by the Recorder of the County of Solano, the lien claimed therein shall immediately attach and become effective, subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a mortgage under power of sale. In the event such foreclosure is by action in court, reasonable attorneys' fees shall be allowed to the extent permitted by law. In the event the foreclosure is as in the case of a mortgage under power of sale, any person designated by the Swim Club in writing, shall be deemed to be acting as the agent of the lienor (mortgagee) and shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. The certificate of sale shall be executed and acknowledged by any 2 Members of the Swim Club's Board of Directors or by the person conducting the sale. A deed upon foreclosure shall be executed in like manner.

In the event that a lien is foreclosed under power of the sale, it shall be in accordance with California Civil Code PP2924, and following, except that the Swim Club shall be entitled to collect reasonable attorneys' fees, not limited by said provision of the Civil Code, from proceeds of the foreclosure sale.

For the purposes of this paragraph 6, a certificate executed and acknowledged or made under penalty of perjury by any officer of Swim Club shall be conclusive upon the Swim Club and the Members in favor of any and all persons who rely thereon in **good** faith as to the matters therein contained, and any Member shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his Membership (or the fact that all assessments due are paid if such is the case) within 15 days after demand therefore and upon payment of a reasonable fee not to exceed \$15.00.

In the event any claims of liens have been recorded as herein provided, and thereafter the Swim Club

shall receive payment in full of the amount claimed to be due and owing, then upon demand of the Member or his successor, and payment of a reasonable fee, not to exceed \$75.00, the Swim Club shall execute and acknowledge (In the manner above provided), release of lien stating the date of the original claim of lien, the amount claimed, the date, book and page wherein the claim of lien was recorded, the fact that the lien has been fully satisfied and that the particular lien is released and discharged, such release of lien to be delivered to the Member or his successor upon payment of the fee. This paragraph 6 may be amended by vote of a majority of the voting power of all Members of the Swim Club.

7. Mortgage Protection.

Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any Lot shall be subject and subordinate to, and shall not affect the rights of the holder of, the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such Lot made in good faith and for value, provided that after the foreclosure of or sale under any such mortgage, a lien may be created pursuant to paragraph 6 hereof on the interest of the purchaser at such foreclosure or sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as a Member after the date of such foreclosure or sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein. (Where used herein, the term "mortgage" shall include deed of trust.)

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

(c) By subordination agreement executed by a majority of outstanding Members, the benefits of (a) and (b) above may be extended to mortgages not otherwise entitled thereto.

8. Audit.

Any Member may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Swim Club. Within 120 days after the close of the fiscal year, the Board shall distribute an Annual Report to all Members as provided by the Swim Club By-Laws.

9. Amendment.

Except as otherwise provided herein, the provisions of these Conditions may be amended by an Instrument certified in writing by 51% of the Members.

10. Severability.

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, Swim Club has executed this instrument this 29 day of October, 1990.

By: (signed)

PRISCILLA R. MINKEL, President

By: (signed)

RICHARD M. SANDOVAL, SECRETARY

CERTIFICATION

IN WITNESS WHEREOF, we, the undersigned President and Secretary of Southampton Swim Club, Inc., do hereby certify that beginning with a Special Members Meeting, July 29, 1989, and October 21, 1989, and upon receipt of subsequent ballots, in excess of 200 affirmative votes of Members of the total 397 Members were received to amend the Declaration of Covenants, Conditions and Restrictions as herein before set forth; Southampton Swim Club, Inc. then filed a Petition in the Superior Court of California action no. 109581 in accordance with Civil Code Section 1356 seeking a Court Order to reduce the percentage of votes necessary to effect the amendment. An Order granting the Petition to Amend the Governing Documents was executed on October 10, 1990, by Judge Dennis Bunting, Presiding Judge of the Superior Court of California, County of Solano, which is attached as Exhibit "A" to this Amended Declaration of Covenants, Conditions and

Restrictions.

Dated: October 29, 1990 SOUTHAMPTON SWIM CLUB, INC.

By: (signed)

PRISCILLA MINKEL, President

By: (signed)

RICHARD M. SANDOVAL, Secretary