

“F”

Use Permit Application Packet



A Tradition of Stewardship
A Commitment to Service

Napa County Conservation, Development, and Planning Department

1195 Third Street, Suite 210, Napa, California, 94559 phone (707) 253-4417
web www.countyofnapa.org/cdp/ email cdp@countyofnapa.org

file No P14-00296-UP

Use Permit Application

To be completed by Planning staff...

Application Type: Use Permit

Date Submitted: _____ Resubmittal(s): _____ Date Complete: _____

Request: Build a total 160,080 sq ft industrial product contained in two buildings. Average size of individual units is 1,177 sq ft. Each unit individually owned. Operated by HOA with 136 owners. Concrete tilt up, high ceilings, commercial grade 14' to 18' wide by 14' high w/overhead doors

*Application Fee Deposit: \$5000.- Receipt No. 104170 Received by: TA Date: 9/18/14

*Total Fees will be based on actual time and materials

To be completed by applicant...

Project Name: Acorn 6A Storage

Assessor's Parcel No: 057-170-018 Existing Parcel Size: 10.32 ac.

Site Address/Location: Soscol Ferry Road Napa CA 94558
No. Street City State Zip

Primary Contact: ☒ Owner ☐ Applicant ☐ Representative (attorney, engineer, consulting planner, etc.)

Property Owner: Storage Tech, LLC Erik Redmond

Mailing Address: 2783 Napa Valley Corporate Drive Napa CA 94558
No. Street City State Zip

Telephone No: (707) 226 - 1458 E-Mail: erik@redjh.com

Applicant (if other than property owner): _____

Mailing Address: _____
No. Street City State Zip

Telephone No: () - E-Mail: _____

Representative (if applicable): Christopher M. Tibbits

Mailing Address: 1515 Fourth Street Napa CA 94559
No. Street City State Zip

Telephone No: (707) 252 - 3301 E-Mail: ctibbits@rsacivil.com

RECEIVED

SEP 18 2014

Page 5 of 29

Napa County Planning, Building
& Environmental Services

Use Permit Information Sheet

Use

Narrative description of the proposed use (please attach additional sheets as necessary):

Please see attached plan. Proposing to build 160,080 s.f. of industrial product contained in two buildings on the 10.32 acre site. Average size of individual units is 1,177 s.f. We are proposing to sell each individual unit. Site will be operated by an HOA with 136 owners. Buildings are to be concrete tilt-up, high ceilings, commercial grade, 14' to 18' wide by 14' high with overhead doors. There will be CC&R's recorded on the property and enforced by the HOA. Please see updated traffic report for activity, cumulative, for the site use.

What, if any, additional licenses or approvals will be required to allow the use?

District	<u>NA</u>	Regional	<u>NA</u>
State	<u>Army Corp of Engineers 404 Permit</u>	Federal	<u>NA</u>

Improvements

Narrative description of the proposed on-site and off-site improvements (please attach additional sheets as necessary):

No off-site improvements are proposed; on-site improvements include grading, paving and construction of newly created wetlands. Water system improvements include a private system with tanks for fire and domestic water use; sewer improvements include an on-site septic disposal field, collection system, RV dump station and a stormwater collection system and implementation of BMP's.

Improvements, cont.

Total on-site parking spaces: 0 existing See Plans proposed

Loading areas: 0 existing 0 proposed

Fire Resistivity (check one; if not checked, Fire Marshal will assume Type V – non rated):

☐ Type I FR ☐ Type II 1 Hr ☐ Type II N (non-rated) ☐ Type III 1 Hr ☐ Type III N
☐ Type IV H.T. (Heavy Timber) ☐ Type V 1 Hr. ☒ Type V (non-rated)
(for reference, please see the latest version of the California Building Code)

Is the project located in an Urban/Wildland Interface area? ☐ Yes ☒ No

Total land area to be disturbed by project (include structures, roads, septic areas, landscaping, etc): 10 acres

Employment and Hours of Operation

Days of operation: 0 existing all year proposed

Hours of operation: 0 existing 24 hours per day proposed

Anticipated number of employee shifts: 0 existing 0 proposed

Anticipated shift hours: 0 existing 0 proposed

Maximum Number of on-site employees:

☐ 10 or fewer ☐ 11-24 ☐ 25 or greater (specify number) _____

Alternately, you may identify a specific number of on-site employees:

☒ other (specify number) 0

Certification and Indemnification

Applicant certifies that all the information contained in this application, including all information required in the Checklist of Required Application Materials and any supplemental submitted information including, but not limited to, the information sheet, water supply/waste disposal information sheet, site plan, floor plan, building elevations, water supply/waste disposal system site plan and toxic materials list, is complete and accurate to the best of his/her knowledge. Applicant and property owner hereby authorize such investigations including access to County Assessor's Records as are deemed necessary by the County Planning Division for preparation of reports related to this application, *including the right of access to the property involved.*

Pursuant to Chapter 1.30 of the Napa County Code, as part of the application for a discretionary land use project approval for the project identified below, Applicant agrees to defend, indemnify, release and hold harmless Napa County, its agents, officers, attorneys, employees, departments, boards and commissions (hereafter collectively "County") from any claim, action or proceeding (hereafter collectively "proceeding") brought against County, the purpose of which is to attack, set aside, void or annul the discretionary project approval of the County, or an action relating to this project required by any such proceeding to be taken to comply with the California Environmental Quality Act by County, or both. This indemnification shall include, but not be limited to damages awarded against the County, if any, and cost of suit, attorneys' fees, and other liabilities and expenses incurred in connection with such proceeding that relate to this discretionary approval or an action related to this project taken to comply with CEQA whether incurred by the Applicant, the County, and/or the parties initiating or bringing such proceeding. Applicant further agrees to indemnify the County for all of County's costs, attorneys' fees, and damages, which the County incurs in enforcing this indemnification agreement.

Applicant further agrees, as a condition of project approval, to defend, indemnify and hold harmless the County for all costs incurred in additional investigation of or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the Applicant desires to pursue securing approvals which are conditioned on the approval of such documents.

In the event any such proceeding is brought, County shall promptly notify the Applicant of the proceeding, and County shall cooperate fully in the defense. If County fails to promptly notify the Applicant of the proceeding, or if County fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the County. The County shall retain the right to participate in the defense of the proceeding if it bears its own attorneys' fees and costs, and defends the action in good faith. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the Applicant.

Erik Bedford

Print Name of Property Owner

 9/12/14

Signature of Property Owner

VICE PRESIDENT
STORAGE TECH LLC

Date

Print Name Signature of Applicant (if different)

Signature of Applicant

Date

Water Supply/ Waste Disposal Information Sheet

Water Supply

Please attach completed Phase I Analysis sheet.

	Domestic	Emergency
Proposed source of water (e.g., spring, well, mutual water company, city, district, etc.):	<u>well</u>	<u>well</u>
Name of proposed water supplier (if water company, city, district):	<u></u>	<u></u>
Is annexation needed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Current water use:	<u>0</u> gallons per day (gal/d)	
Current water source:	<u>well</u>	<u>well</u>
Anticipated future water demand:	<u>400</u> gal/d	<u>400</u> gal/d
Water availability (in gallons/minute):	<u>>30</u> gal/m	<u>>30</u> gal/m
Capacity of water storage system:	<u>TBD</u> gal	<u>TBD</u> gal
Type of emergency water storage facility if applicable (e.g., tank, reservoir, swimming pool, etc.):	<u>Tank</u>	

Liquid Waste

Please attach Septic Feasibility Report

	Domestic	Other
Type of waste:	<u>sewage</u>	<u></u>
Disposal method (e.g., on-site septic system, on-site ponds, community system, district, etc.):	<u>on site</u>	<u></u>
Name of disposal agency (if sewage district, city, community system):	<u></u>	<u></u>
Is annexation needed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Current waste flows (peak flow):	<u>0</u> gal/d	<u></u> gal/d
Anticipated future waste flows (peak flow):	<u>See Septic</u> gal/d	<u>See Septic</u> gal/d
Future waste disposal design capacity:	<u>See Septic</u> gal/d	<u>See Septic</u> gal/d

Solid Waste and Recycling Storage and Disposal

Please include location and size of solid waste and recycling storage area on site plans in accordance with the guidelines available at www.countyofnapa.org/dem.

Hazardous and/or Toxic Materials

If your facility generates hazardous waste or stores hazardous materials above threshold planning quantities (55 gallons liquid, 500 pounds solid or 200 cubic feet of compressed gas) then a hazardous materials business plan and/or a hazardous waste generator permit will be required.

Grading Spoils Disposal

Where will grading spoils be disposed of?

(e.g. on-site, landfill, etc. If off-site, please indicate where off-site): Site to balance

NAPA COUNTY UNIFIED PROGRAM CONSOLIDATED FORM
FACILITY INFORMATION
BUSINESS ACTIVITIES

Page 1 of _

I. FACILITY IDENTIFICATION

FACILITY ID # (Agency Use Only)	1	EPA ID # (Hazardous Waste Only)	2
BUSINESS NAME (Same as Facility Name of DBA-Doing Business As) Storage Tech, LLC			
BUSINESS SITE ADDRESS 1055 Soscol Ferry Road			
BUSINESS SITE CITY Napa	104	CA	105
CONTACT NAME Erik Bedford		106	PHONE 707-226-1458

II. ACTIVITIES DECLARATION

NOTE: If you check YES to any part of this list, please submit the Business Owner/Operator Identification page.

Does your facility...	If Yes, please complete these pages of the UPCF....	
A. HAZARDOUS MATERIALS		
Have on site (for any purpose) at any one time, hazardous materials at or above 55 gallons for liquids, 500 pounds for solids, or 200 cubic feet for compressed gases (include liquids in ASTs and USTs); or the applicable Federal threshold quantity for an extremely hazardous substance specified in 40 CFR Part 355, Appendix A or B; or handle radiological materials in quantities for which an emergency plan is required pursuant to 10 CFR Parts 30, 40 or 70?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 4	HAZARDOUS MATERIALS INVENTORY – CHEMICAL DESCRIPTION
B. REGULATED SUBSTANCES		
Have Regulated Substances stored onsite in quantities greater than the threshold quantities established by the California Accidental Release prevention Program (CalARP)?	<input type="radio"/> YES <input checked="" type="radio"/> NO 4a	Coordinate with your local agency responsible for CalARP.
C. UNDERGROUND STORAGE TANKS (USTs)		
Own or operate underground storage tanks?	<input type="radio"/> YES <input checked="" type="radio"/> NO 5	UST FACILITY (Formerly SWRCB Form A) UST TANK (one page per tank) (Formerly Form B)
D. ABOVE GROUND PETROLEUM STORAGE		
Own or operate ASTs above these thresholds: Store greater than 1,320 gallons of petroleum products (new or used) in aboveground tanks or containers.	<input type="radio"/> YES <input checked="" type="radio"/> NO 8	NO FORM REQUIRED TO CUPAs
E. HAZARDOUS WASTE		
Generate hazardous waste?	<input type="radio"/> YES <input checked="" type="radio"/> NO 9	EPA ID NUMBER – provide at the top of this page
Recycle more than 100 kg/month of excluded or exempted recyclable materials (per HSC 25143.2)?	<input type="radio"/> YES <input checked="" type="radio"/> NO 10	RECYCLABLE MATERIALS REPORT (one per recycler)
Treat hazardous waste on-site?	<input type="radio"/> YES <input checked="" type="radio"/> NO 11	ON-SITE HAZARDOUS WASTE TREATMENT – FACILITY ON-SITE HAZARDOUS WASTE TREATMENT – UNIT (one page per unit)
Treatment subject to financial assurance requirements (for Permit by Rule and Conditional Authorization)?	<input type="radio"/> YES <input checked="" type="radio"/> NO 12	CERTIFICATION OF FINANCIAL ASSURANCE
Consolidate hazardous waste generated at a remote site?	<input type="radio"/> YES <input checked="" type="radio"/> NO 13	REMOTE WASTE / CONSOLIDATION SITE ANNUAL NOTIFICATION
Need to report the closure/removal of a tank that was classified as hazardous waste and cleaned on-site?	<input type="radio"/> YES <input checked="" type="radio"/> NO 14	HAZARDOUS WASTE TANK CLOSURE CERTIFICATION
Generate in any single calendar month 1,000 kilograms (kg) (2,200 pounds) or more of federal RCRA hazardous waste, or generate in any single calendar month, or accumulate at any time, 1 kg (2.2 pounds) of RCRA acute hazardous waste; or generate or accumulate at any time more than 100 kg (220 pounds) of spill cleanup materials contaminated with RCRA acute hazardous waste.	<input type="radio"/> YES <input checked="" type="radio"/> NO 14a	Obtain federal EPA ID Number, file Biennial Report (EPA Form 8700-13A/B), and satisfy requirements for RCRA Large Quantity Generator.
Household Hazardous Waste (HHW) Collection site?	<input type="radio"/> YES <input checked="" type="radio"/> NO 14b	See CUPA for required forms.

F. LOCAL REQUIREMENTS

(You may also be required to provide additional information by your CUPA or local agency.)

UPCF Rev. (12/2007)



A Tradition of Stewardship
A Commitment to Service

Department of Public Works

1195 Third Street, Suite 201
Napa, CA 94559-3092
www.co.napa.ca.us/publicworks

Main: (707) 253-4351
Fax: (707) 253-4627

Donald G. Ridenhour, P.E.
Director

WATER AVAILABILITY ANALYSIS - PHASE ONE STUDY

Introduction: As an applicant for a permit with Napa County, It has been determined that Chapter 13.15 of the Napa County Code is applicable to approval of your permit. One step of the permit process is to adequately evaluate the amount of water your project will use and the potential impact your application might have on the static groundwater levels within your neighborhood. The public works department requires that a Phase 1 Water Availability Analysis (WAA) be included with your application. The purpose of this form is to assist you in the preparation of this analysis. You may present the analysis in an alternative form so long as it substantially includes the information required below. Please include any calculations you may have to support your estimates.

The reason for the WAA is for you, the applicant, to inform us, to the best of your ability, what changes in water use will occur on your property as a result of an approval of your permit application. By examining the attached guidelines and filling in the blanks, you will provide the information we require to evaluate potential impacts to static water levels of neighboring wells.

Step #1:

Provide a map and site plan of your parcel(s). The map should be an 8-1/2"x11" reproduction of a USGS quad sheet (1:24,000 scale) with your parcel outlined on the map. Include on the map the nearest neighboring well. The site plan should be an 8-1/2"x11" site plan of your parcel(s) with the locations of all structures, gardens, vineyards, etc in which well water will be used. If more than one water source is available, indicate the interconnecting piping from the subject well to the areas of use. Attach these two sheets to your application. If multiple parcels are involved, clearly show the parcels from which the fair share calculation will be based and properly identify the assessor's parcel numbers for these parcels. Identify all existing or proposed wells

Step #2: Determine total parcel acreage and water allotment factor. If your project spans multiple parcels, please fill a separate form for each parcel.

Determine the allowable water allotment for your parcels:

Parcel Location Factors

The allowable allotment of water is based on the location of your parcel. There are 3 different location classifications. Valley floor areas include all locations that are within the Napa Valley, Pope Valley and Carneros Region, except for areas specified as groundwater deficient areas. Groundwater deficient areas are areas that have been determined by the public works department as having a history of problems with groundwater. All other areas are classified as Mountain Areas.

Please underline your location classification below (Public Works can assist you in determining your classification if necessary):

Valley Floor	1.0 acre feet per acre per year
Mountain Areas	0.5 acre feet per acre per year
MST Groundwater Deficient Area	0.3 acre feet per acre per year

Assessor's Parcel Number(s)	Parcel Size (A)	Parcel Location Factor (B)	Allowable Water Allotment (A) X (B)
057-170-018	10.32	1.0	10.32

Step #3:

Using the guidelines in Attachment A, tabulate the existing and projected future water usage on the parcel(s) in acre-feet per year (af/yr). Transfer the information from the guidelines to the table below.

EXISTING USE:

Residential	<u>0</u> af/yr
Farm Labor Dwelling	<u>0</u> af/yr
Winery	<u>0</u> af/yr
Commercial	<u>0</u> af/yr
Vineyard*	<u>0</u> af/yr
Other Agriculture	<u>0</u> af/yr
Landscaping	<u>0</u> af/yr
Other Usage (List Separately):	
<u>NA</u>	<u> </u> af/yr
<u> </u>	<u> </u> af/yr
<u> </u>	<u> </u> af/yr

PROPOSED USE:

Residential	<u>0</u> af/yr
Farm Labor Dwelling	<u>0</u> af/yr
Winery	<u>0</u> af/yr
Commercial	<u>.22</u> f/yr
Vineyard*	<u>0</u> af/yr
Other Agriculture	<u>0</u> af/yr
Landscaping	<u>1.83</u> af/yr
Other Usage (List Separately):	
<u>NA</u>	<u> </u> af/yr
<u> </u>	<u> </u> af/yr
<u> </u>	<u> </u> af/yr

TOTAL: 0 af/yr
0 gallons**

TOTAL: 2.05 af/yr TOTAL:
TOTAL: 667,995 gallons**

Is the proposed use less than the existing usage? ☐ Yes ☒ No ☐ Equal

Step #4:

Provide any other information that may be significant to this analysis. For example, any calculations supporting your estimates, well test information including draw down over time, historical water data, visual observations of water levels, well drilling information, changes in neighboring land uses, the usage if other water sources such as city water or reservoirs, the timing of the development, etc. Use additional sheets if necessary.

See David Bess Letter

Conclusion: Congratulations! Just sign the form and you are done! Public works staff will now compare your projected future water usage with a threshold of use as determined for your parcel(s) size, location, topography, rainfall, soil types, historical water data for your area, and other hydrogeologic information. They will use the above information to evaluate if your proposed project will have a detrimental effect on groundwater levels and/or neighboring well levels. Should that evaluation result in a determination that your project may adversely impact neighboring water levels, a phase two water analysis may be required. You will be advised of such a decision.

Signature: _____ Date: 09/15/2014 Phone: 707-252-3301

FILE # 15-00298
14-00296



A Tradition of Stewardship
A Commitment to Service

COUNTY OF NAPA
PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES
1195 Third Street, Suite 210 Napa, California 94559 (707) 253-4417

APPLICATION FOR TENTATIVE PARCEL OR TENTATIVE SUBDIVISION MAP

FOR OFFICE USE ONLY	
ZONING DISTRICT: _____	Date Submitted: _____
TYPE OF APPLICATION: _____	Date Published: _____
REQUEST: _____	Date Complete: _____

(Please type or print legibly)

PROJECT NAME: NAPA VAULT

Assessor's Parcel #: 057-170-018 Existing Parcel Size: 10.32 AC

Site Address/Location: SUSCOL FERRY RD. NAPA CA 94558
No. Street City State Zip

Property Owner's Name: STORAGE TECH, LLC

Mailing Address: 2783 NAPA VALLEY CORPORATE DR. NAPA CA 94558
No. Street City State Zip

Telephone #: (707) 226-1458 Fax #: () E-Mail: ERIK@CITYVAULT.COM

Applicant's Name: ERIK BEDFORD

Mailing Address: SAME AS OWNER
No. Street City State Zip

Telephone #: () Fax #: () E-Mail: _____

Status of Applicant's Interest in Property: OWNER

Representative Name: _____

Mailing Address: _____
No. Street City State Zip

Telephone #: () Fax #: () E-Mail: _____

Purpose for Division: TO CREATE INDUSTRIAL UNITS FOR SALE

Vesting Map? ☐ YES ☒ NO

I certify that all above statements are correct and that the information contained on the accompanying Parcel/Subdivision Map is accurate. I hereby authorize such investigations, including access to County Assessor's Records, as are deemed necessary by the County Planning Division for preparation of reports related to this application, including the right of access to the property involved.

[Signature] 9/3/15 _____
Signature of Property Owner Date Signature of Applicant Date

ERIK BEDFORD V.P. _____
Print Name Print Name

STORAGE TECH LLC

TO BE COMPLETED BY PLANNING, BUILDING AND ENVIRONMENTAL SERVICES

*Application Fee Deposit: \$ _____ Receipt No.: _____ Received by: _____ Date: _____

*Total Fees will be based on actual time and materials

RECEIVED

SEP 09 2015

Napa County Planning Building
& Environmental Services

USE PERMIT MODIFICATION: PROJECT STATEMENT
Napa Vault, Suscol Ferry Road, Napa
APN: 057-170-018

APPLICANT/OWNER

Storage Tech, LLC
2783 Napa Valley Corporate Drive
Napa CA 94558

RECEIVED

SEP 09 2015

Napa County Planning, Building
& Environmental Services

APN: 057-170-018

ACREAGE: 10.32 acres

GENERAL PLAN DESIGNATION: I: Industrial

ZONING DESIGNATION: GI:AC, General Industrial: Airport Compatibility

GENERAL PROJECT DESCRIPTION:

In 2006 the Suscol Creek Winery was approved as a 200,000 gallon per year facility with by appointment visitation for an average of 70 visitors a week and a marketing plan with 4 events per week (P05-0434-UP). In 2009, a use permit modification was approved to increase the production to 600,000 gallons per year, increase floor area, increase employees, increase visitation to 100 persons per week, increase onsite parking from 36 to 55 spaces, revise the waste treatment system and to divide the property into separate condominium units. Both a Use Permit modification and Tentative Map were approved. The Use Permit was used pursuant to Napa County Code (Section 18.124.080).

The current owner, Storage Tech, LLC, filed for a Use Permit Modification and Tentative map in 2014 (P014-00296-UP). This narrative and supplemental materials have been prepared to supplement this application. Storage Tech, LLC has developed industrial designed storage facilities that are owned rather than rented by users. They have successfully completed six similar projects in Colorado. The industrial storage units within an ownership model include amenities that are not typically available at traditional storage facilities, such as a common area and restrooms. The units include insulation, heat, power, and interior lighting. Some units also feature dual ingress / egress access. Similar to any other condominium, an owner can "upgrade" the interior of the unit to accommodate their own storage needs to their design standards. The exterior of the buildings, common areas and landscaping will managed by an owners association to ensure long term maintenance for the facility. Storage Tech, LLC has requested a modification of use to construct a 130 unit industrial condominium facility.

The layout of the facility would be in 11 buildings with 3 unit types. The site plan identifies 128 units that will be individually owned storage units, one owner's common area and one storage unit for a total of 130 units. There are a total of 7 restrooms available to owners. Building area in total is 152,348 square feet. A minimum of 60' is provided between buildings, leaving ample space for an owner to park in front of their unit without impeding other owners from passing. In addition, 13 parking stalls are included. The following is a breakdown of each building:

BUILDING	SIZE (SF)	STORAGE UNITS	OTHER UNITS	DESCRIPTION
A	12,336	11	1	OWNER COMMON AREA WITH BATHROOMS (2) AND COUNTER SINK
B	13,520	12		
C	27,648	24		EXTERIOR ACCESS RESTROOMS (2)
D	12,096	12		
E	13,500	12		EXTERIOR ACCESS RESTROOM (1)
F	17,280	16		
G	9,504	6		
H	12,000	10		EXTERIOR ACCESS RESTROOM (1)
I	10,880	7		
J	14,890	12	1	STORAGE AREA AND BATHROOM (1)
K	8,694	6		
TOTAL	152,348	128	2	

BACKGROUND AND ENVIRONMENTAL SUMMARY

Both the 2006 and the 2009 use permits were used pursuant to Napa County Code (Section 18.124.080). A Mitigated Negative Declaration was adopted by the Planning Commission associated with the original use permit and a Subsequent Mitigated Negative Declaration was adopted associated with the 2009 use permit modification and Tentative Map. The following information is a summary of relevant environmental information, project conditions and comparisons to the proposed request:

USE

The existing use is a 600,000 gallon per year winery with multiple winery tenants. The winery required 8,400 GPD of water, produced 8,219 GPD winery waste water and 700 GPS sanitary waste water. Both water and wastewater demand for the storage facility is significantly lower than the demand evaluated for winery use. The proposed project requires 400 GPD of water, produces no winery waste water and produces 200 GPD of sanitary waste water. Therefore, comparing the proposed

storage use to the existing winery use, there is a 95% decrease in total water demand and a 71% decrease in sanitary waste disposal.

BUILDING DESIGN AND LAYOUT

The approved winery building is 66,338 square feet. In addition, the winery included approximately 90,000 square feet of area for spray field to distribute winery wastewater and approximately 108,000 square feet of covered work area, parking area and process waste treatment area. The proposed project has a 152,348 square feet of building, 157,117 square feet of additional impervious area and no spray fields.

ENVIRONMENTAL

A Mitigation Monitoring and Reporting Program was approved with the 2009 Use Permit. This plan included mitigations for potential impacts to Biological Resources, Hydrology and Water Quality and Traffic. The following information was obtained to compare the proposed project to the approved winery Use Permit to determine whether the existing project Mitigations are adequate for the revised proposal. One mitigation measure (MM XV.a.1 (Transportation/Traffic) was determined to be not applicable. The remaining mitigation measures remain applicable.

Traffic

The traffic report prepared for the 2009 Use Permit (George Nickelson, April 22, 2009) outlined the winery's expected daily traffic generation on a typical weekday of 67 daily trips and typical Saturday of 48 daily trips. Harvest season assumed 84 daily trips. The PM peak hour was assumed to be 25% of the daily total or 17 PM peak hour trips. The report concluded that for the winery, the daily volumes in/out of the westerly driveway would exceed the levels at which a left-turn lane would be warranted. Volumes at the easterly driveway would be well below the minimum threshold for a left turn lane.

The revised project also includes two entry/exit driveways. Crane Transportation completed a trip generation report for the proposed project, concluding that the project would generate 34 daily 2-way trips and 3 weekday PM peak hour trips, significantly less than the winery use. Therefore, comparing the proposed storage use to the existing winery use, there is a 49% decrease in daily 2 way trips and an 82% decrease in the weekday PM peak hour trips. Mitigation Measure XV.a.1 is no longer applicable to the revised project as the daily volumes both in an easterly and westerly direction are well below the minimum threshold for a left turn lane. The existing project mitigation (Mitigation Measure XV.b.1) requires that the permittee

submit payment of the Napa County's traffic mitigation fee in accordance with Board Resolution 08-20. This fee is still applicable based upon the PM peak hour trips.

Biological and Suscol Creek Setback

The 2006 winery approval included reducing the setback along Suscol Creek from 150 feet to 75 feet. In exchange for the encroachment, the applicant at that time voluntarily proposed to enhance the habitat within the proposed 75-foot creek setback by removing non-native vegetation (primarily Himalayan blackberry) and promoting growth and maintenance of native species. The MND biological resources section for the approved winery was based on three biological reports. The reports found no presence of the Swainson's hawk (a species listed as threatened under the California Endangered Species Act) on the project site, but noted the presence of this species in the area. The reports also identified a drainage swale near Suscol Ferry Road as a wetland (verified as jurisdictional by the Corps in 2007, but verification has since expired) and indicated that the Suscol Creek setback reduction as requested would not likely adversely affect the creek or the adjoining riparian habitat. The report recommended the removal of invasive, non-native Himalayan blackberry plants and replacement with native plant species. Subsequent to the approval of the use permit, a 1602 Lake and Streambed Alteration Agreement with the California Department of Fish and Wildlife (CDFW) (then Fish and Game) was entered into by the property owner for the habitat enhancement work. A mitigation measure was included in the agreement requiring continued coordination with CDFW to ensure that aquatic populations are not adversely affected by creek restoration activities. The use permit was determined to be used based upon the creek enhancement and restoration work performed by the applicant. The 75-foot setback is shown on the project plans.

LSA biologists Richard Nichols and Eric Lichtwardt conducted a site visit and preliminary analysis of the proposed 130-unit storage facility on July 15, 2015 to evaluate the proposed project in comparison to the existing project. LSA has provided a summary regarding the results of this site visit and summary regarding the existing mitigation measures. They have concluded that all the mitigations under Biological Resources and Hydrology and Water Quality remain applicable and no new mitigation measures would be required.

Enclosures:

Use Permit Modification and Tentative Parcel Map (Sheets TM1, TM 2 and TM3)
Site Plan, with Buildings labeled (Sheet A1.1)
Elevations
Conceptual Landscape Plan
Trip Generation Projections, Crane Transportation Group, May 19, 2015
LSA Biological Evaluation of proposed project

Balanced Planning, Inc.

10 Canopy Lane
Napa, CA 94558

Phone: (707) 337-3385
e-mail: beth@bpnapa.com

Wyntress Balcher
Napa County PB&ES
1195 Third Street, Suite 210
Napa, CA 94559

September 9, 2015

SUBJECT: #P14-00296-UP, NAPA VAULT
APN: 057-170-018

RECEIVED

SEP 09 2015

Napa County Planning, Building
& Environmental Services

Dear Wyntress:

We have compiled the permitting history for the above referenced project in an effort to more fully describe both the existing permitted use and the proposed modification. The project that was filed on September 18, 2014 was determined to be incomplete as outlined in your October 14, 2014 letter. The enclosed materials were compiled to provide you with a more detailed site history as well as the responses to the issues listed in your letter.

1. The project has been defined in more detail in the attached narrative. In brief summary, the applicant is requesting a modification to the existing Use Permit to construct a 130 unit storage facility in 11 buildings. The units will be sold rather than rented, so a Tentative Parcel Map is a part of the request and Tentative Map Plans are enclosed. A Tentative Map application form is also enclosed to provide applicant and owner information, but all other project details, including a Wastewater Feasibility Report, Stormwater Plan, Geotechnical Study and an Indemnification Form, were filed with the Use Permit. We are providing an updated Traffic Assessment and an additional Biological Assessment to supplement the application materials. This will not be a vesting map.
2. A revised site map is enclosed that includes building elevations, detail of storage unit types, location of the owners' area, bathrooms and storage, and preliminary landscape plan. Signage has not been developed at this stage.
3. The existing Use Permit, which has been deemed "used" pursuant to Napa County Code Section 18, 124.080 established a 75' setback. The applicant has obtained additional site evaluation regarding the applicability of this setback from Biologists at LSA. Please refer to the enclosed summary report from LSA for further detail.

4. Refer to the responses from RSA+ that addresses the comments in the October 14, 2014 memo from Environmental Health.
5. Refer to the responses from RSA+ that addresses the comments in the October 10, 2014 memo from Engineering Services Division.

We would like to supplement the application with the following additional materials:

- Project Statement
- Use Permit Modification and Tentative Parcel Map (Sheets TM1, TM 2 and TM3)
- Signed Tentative Map Application Form
- Site Plan, with Buildings labeled (Sheet A1.1)
- Elevations
- Conceptual Landscape Plan
- Trip Generation Projections, Crane Transportation Group, May 19, 2015
- LSA Biological Evaluation, August 28, 2015

We look forward to continuing the review process for this project. If you have any questions, please don't hesitate to call any member of our team.

Sincerely,

A handwritten signature in black ink that reads "Beth Painter". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Beth Painter
Balanced Planning, Inc.



A Tradition of Stewardship
A Commitment to Service

Planning, Building & Environmental Services - Hillary Gitelman, Director
1195 Third Street, Napa, CA 94559 - (707) 253-4417 - www.countyofnapa.org

Project name & APN: Napa Vault, 039-610-006

Project number if known: #P14-00296-MOD

Contact person: Beth Painter

Contact email & phone number: beth@bpnapa.com (707)337-3385

Today's date: December 17, 2015

Voluntary Best Management Practices Checklist for Development Projects

Napa County General Plan Policy CON-65 (e) and Policy CON-67 (d) requires the consideration of Greenhouse Gas (GHG) emissions in the review of discretionary projects and to promote and encourage "green building" design. The below Best Management Practices (BMPs) reduce GHG emissions through energy and water conservation, waste reduction, efficient transportation, and land conservation. The voluntary checklist included here should be consulted early in the project and be considered for inclusion in new development. It is not intended, and likely not possible for all projects to adhere to all of the BMPs. Rather, these BMPs provide a portfolio of options from which a project could choose, taking into consideration cost, co-benefits, schedule, and project specific requirements. Please check the box for all BMPs that your project proposes to include and include a separate narrative if your project has special circumstances.

Practices with Measurable GHG Reduction Potential

The following measures reduce GHG emissions and if needed can be calculated. They are placed in descending order based on the amount of emission reduction potential.

Already
Doing

Plan
To Do

ID #

BMP Name

☐☐

BMP-1 Generation of on-site renewable energy

If a project team designs with alternative energy in mind at the conceptual stage it can be integrated into the design. For instance, the roof can be oriented, sized, and engineered to accommodate photovoltaic (PV) panels. If you intend to do this BMP, please indicate the location of the proposed PV panels on the building elevations or the location of the ground mounted PV array on the site plan. Please indicate the total annual energy demand and the total annual kilowatt hours produced or purchased and the potential percentage reduction of electrical consumption. Please contact staff or refer to the handout to calculate how much electrical energy your project may need.

Very low energy use, as units are not heated.

☐☐

BMP-2 Preservation of developable open space in a conservation easement

Please indicate the amount and location of developable land (i.e.: under 30% slope and not in creek setbacks or environmentally sensitive areas for vineyards) conserved in a permanent easement to prohibit future development.

RECEIVED

DEC 18 2015

Napa County Planning, Building
& Environmental Services

As approved by the Planning Commission
07/03/2013

Already Plan
Doing To Do

☐ ☒ **BMP-3 Habitat restoration or new vegetation (e.g. planting of additional trees over 1/2 acre)**

Napa County is famous for its land stewardship and preservation. Restoring areas within the creek setback reduces erosion potential while planting areas that are currently hardscape (such as doing a bio-retention swale rather than underground storm drains) reduces storm water and helps the groundwater recharge. Planting trees can also increase the annual uptake of CO₂e and add the County's carbon stock.

Continued removal of non-native blackberries adjacent to Suscol Creek.

☐ ☐ **BMP-4 Alternative fuel and electrical vehicles in fleet**

The magnitude of GHG reductions achieved through implementation of this measure varies depending on the analysis year, equipment, and fuel type replaced.

Number of total vehicles n/a as there are no employees

Typical annual fuel consumption or VMT _____

Number of alternative fuel vehicles _____

Type of fuel/vehicle(s) _____

Potential annual fuel or VMT savings _____

☐ ☐ **BMP-5 Exceed Title 24 energy efficiency standards: Build to CALGREEN Tier 2**

The California Building Code update effective January 1, 2011 has new mandatory green building measures for all new construction and has been labeled CALGREEN. CALGREEN provides two voluntary higher levels labeled CALGREEN Tier I and CALGREEN Tier II. Each tier adds a further set of green building measures that go above and beyond the mandatory measures of the Code. In both tiers, buildings will use less energy than the current Title 24 California Energy Code. Tier I buildings achieve at least a 15% improvement and Tier 2 buildings are to achieve a 30% improvement. Both tiers require additional non-energy prerequisites, as well as a certain number of elective measures in each green building category (energy efficiency, water efficiency, resource conservation, indoor air quality and community).

Buildings are inherently efficient as they are not heated.

☐ ☐ **BMP-6 Vehicle Miles Traveled (VMT) reduction plan**

Selecting this BMP states that the business operations intend to implement a VMT reduction plan reducing annual VMTs by at least 15%.

Tick box(es) for what your Transportation Demand Management Plan will/does include:

- ☐ employee incentives
- ☐ employee carpool or vanpool
- ☐ priority parking for efficient transportation (hybrid vehicles, carpools, etc.)
- ☐ bike riding incentives
- ☐ bus transportation for large marketing events
- ☒ Other:

No employees for this project.

Estimated annual VMT _____

Potential annual VMT saved _____

% Change _____

RECEIVED

DEC 18 2015

Napa County Planning, Building
& Environmental Services

As approved by the Planning Commission
07/03/2013

Already Plan
Doing To Do

☐☐

BMP-7 Exceed Title 24 energy efficiency standards: Build to CALGREEN Tier 1

See description below under BMP-5.

☐☐

BMP-8 Solar hot water heating

Solar water heating systems include storage tanks and solar collectors. There are two types of solar water heating systems: active, which have circulating pumps and controls, and passive, which don't. Both of them would still require additional heating to bring them to the temperature necessary for domestic purposes. They are commonly used to heat swimming pools.

☐☒

BMP-9 Energy conserving lighting

Lighting is approximately 25% of typical electrical consumption. This BMP recommends installing or replacing existing light bulbs with energy-efficient compact fluorescent (CF) bulbs or Light Emitting Diode (LED) for your most-used lights. Although they cost more initially, they save money in the long run by using only 1/4 the energy of an ordinary incandescent bulb and lasting 8-12 times longer. Typical payback from the initial purchase is about 18 months.

Lights within units will use energy efficient bulbs. ERIK: IS THERE AN AUTO OFF FOR LIGHTS?

☐☒

BMP-10 Energy Star Roof/Living Roof/Cool Roof

Most roofs are dark-colored. In the heat of the full sun, the surface of a black roof can reach temperatures of 158 to 194 °F. Cool roofs, on the other hand, offer both immediate and long-term benefits including reduced building heat-gain and savings of up to 15% the annual air-conditioning energy use of a single-story building. A cool roof and a green roof are different in that the green roof provides living material to act as a both heat sink and thermal mass on the roof which provides both winter warming and summer cooling. A green (living) roof also reduces storm water runoff.

The roof will be light in color, but non-reflective due to proximity to the airport

☐☐

BMP-11 Bicycle Incentives

Napa County Zoning Ordinance requires 1 bicycle rack per 20 parking spaces (§18.110.040). Incentives that go beyond this requirement can include on-site lockers for employees, showers, and for visitor's items such as directional signs and information on biking in Napa. Be creative!

The use has no employees and owners will not arrive by bicycle.

☐☒

BMP-12 Bicycle route improvements

Refer to the Napa County Bicycle Plan (NCPTA, December 2011) and note on the site plan the nearest bike routes. Please note proximity, access, and connection to existing and proposed bike lanes (Class I: Completely separated right-of-way; Class II: Striped bike lane; Class III: Signed Bike Routes). Indicate bike accessibility to project and any proposed improvements as part of the project on the site plan or describe below.

Installation of the Class I bike path is included along the frontage.

Narrative

Date:	06.06.2016	Project Name:	Napa Vault
To:	Planning Department Napa County	Project No.:	SNR15-0009-00
		From:	Nora Garcia Ware Malcomb Architects
Subject:	Napa Vault Revised Concept	Copies To:	

The Napa Vault project on 1055 Soscol Ferry Road will provide an amenity to the community with great features and appealing architecture. The proposed building construction will be tilt-up concrete, which will provide great durability to the project and minimum wear and tear despite vehicular traffic. The earth toned color palette fits in to the surrounding areas, with stone accents throughout adding visual interest. Additionally, both ends of the site have a raised gabled roof feature to enhance the curb appeal of the project. Furthermore, the stone features of all buildings in the middle of the site are accentuated with gabled parapets to further articulate the street elevation.

The project also has extensive improvements along the frontage, including landscape features throughout the front with several trees as well as decorative boulders and native plants. There is also a 10' wide multi use trail along the frontage of the site as an amenity to the community. Additionally, metal trellises are provided within the middle buildings for ivy to grow on.

Due to the lack of water connection at the site, there is need for a water tank to be provided. In order to maintain the curb appeal along the site's frontage, the water tank is screened by a stone veneer covered wall with ivy as well as multiple surrounding trees. The proposed solution effectively screens the water tank while not distracting from the architectural features along the rest of the site.

Please feel free to contact Nora Garcia at 925.480.6084 or Leticia De Brito at 925.244.9620x1498 with any questions.

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
NAPA VAULT
A PERSONAL STORAGE FACILITY CONDOMINIUM DEVELOPMENT**

Excerpt:

Article 4 - Uses and Restrictions
Article 5 - Improvements

3.5 Judicial Partition.

3.5.1 Waiver of Partition. Except as provided in California Civil Code Section 1359, there shall be no judicial partition of the Project or of any part thereof. Each Owner, and each successor of each Owner, specifically waives, releases and abandons all rights, interests and causes of action for judicial partition of the tenancy-in-common ownership of the Common Area Each Owner covenants, warrants, represents and otherwise agrees that no action for judicial partition of the Project shall be instituted, prosecuted or reduced to judgment, except in compliance with California Civil Code Section 1359. If two or more Owners as tenants-in-common, as joint tenants or as community property owners, own a Condominium nothing contained in this Section 3.5.1 shall be deemed to prevent a judicial partition between the co-Owners of a single Condominium.

3.5.2 Power of Attorney. If there is a judicial partition of the Project pursuant to California Civil Code Section 1359 or this Declaration, each Owner, for himself or herself and his or her successors and assigns, hereby grants to the Association an irrevocable power of attorney to sell the entire Project for the benefit of all the Owners.

ARTICLE 4: USES AND RESTRICTIONS

4.1. Use And Occupancy Of Units.

4.1.1 In General. Each Unit shall be used solely for authorized Storage Purposes and such other purposes, uses and/or conditional uses in accordance with, and/or otherwise allowed/permissible under the Use Permit and the zoning for the Project, including any County subsequent revisions thereto. Authorized Storage Purposes shall mean that type of storage of personal property that is incidental to the Permissible Uses of a Unit, provided that the ownership of that personal property is lawful, and further providing that storage of that personal property is not an improper storage of a Hazardous Materials, and further that storage is not incidental to a Prohibited Use. Each Unit may be used by the Owner thereof, or by those utilizing the Unit pursuant to a lease or rental agreement with the Owner or otherwise under a grant of authority from the Owner. No Owner shall seek any change, expansion or contraction of the aforesaid uses and zoning; in all cases, only upon the unanimous approval of the Board and the Owners of all the Units will any application or request for any such change, expansion or contraction of the aforesaid uses and zoning be permitted.

4.1.2 Permissible Uses. In conjunction with the passive activity of storage, it is also expressly provided that the following shall be deemed to be "Permissible Uses" of Units:

4.1.2.1 Maintenance. Any Owner or Invitee may engage in routine maintenance on any boat, automobile, truck, recreational vehicle, other vehicle and/or equipment which is stored within an Owner's Unit; provided however, that no such routine maintenance may be engaged in for profit, nor may the same be conducted in a manner that will pose risk to any other Unit and/or to any portion of the Common Area. Further, no routine maintenance shall be conducted outside the Unit, and all waste products or by-products of routine maintenance properly conducted in the Unit, including but not limited to start up gasoline not fully placed in

the storage container in the boat or equipment or vehicle, and all waste oils, waste anti-freeze, petroleum cleaning products, cleaning rags and containers, shall be fully removed from the Unit by the Owner or Invitee and shall be lawfully disposed of by the Owner or Invitee at the end of each and every routine maintenance session. Routine maintenance products or by-products shall not be stored in a Unit.

4.1.2.2 Inventory Turnover and Assessment. Any Owner or Invitee may utilize a Unit for the storage of any permissible item of inventory and/or supplies used in a lawful trade or business, may add to or withdraw from storage such inventory and/or supplies, or any part thereof, as and when required, and may take count of such inventory and/or supplies at all such times as may be deemed necessary.

4.1.2.3 Business and Personal Records. Any Owner or Invitee may utilize a Unit for the storage of any business and personal records, and any Owner or Invitee may conduct such reviews of such records as may be deemed to be required by such Owner or Invitee at all such times as may be deemed necessary.

4.1.2.4 Office Use. An office comprising not more than ten percent (10%) of the space in any Unit, if allowed pursuant to all regulatory laws, rules or regulations, is permissible when the office serves as an accessory use to storage, warehousing and other approved business uses.

4.1.3 Prohibited Uses. It is the express purpose of the Condominium that it shall be used and maintained as a first-class storage facility for the mutual benefit of each of the Owners. Any commercial or personal activity which creates waste, uncleanliness, continuous excess noise, unacceptable risks and/or public intrusion is prohibited. Accordingly, in addition to the foregoing un-authorized storage or un-permissible uses, it is expressly provided that the following shall be deemed to be prohibited uses of Units, and any use of a Unit in violation of the provision hereof shall permit Declarant, while in control, and thereafter the Association, without notice to the Owner, to assess such Owner with such penalties as shall be adopted by Declarant and thereafter by the Board for a violation of the provisions hereof and to commence an action seeking injunctive relief and damages arising as a consequence thereof. Without limiting the foregoing, and notwithstanding anything to the contrary herein, and whether or not permitted by zoning or use standards of the County, the following types of uses within or about a Unit shall be deemed "Prohibited Uses":

4.1.3.1 Retail Outlet. No Owner or Invitee may utilize a Unit as a retail outlet for the sale of goods or services to the general public, and no Owner or Invitee may permit potential customers of such goods or services to enter the boundaries of the Condominium for such purpose. Notwithstanding the foregoing, nothing herein shall prohibit the owner of an item of personal property held for personal use, such as a boat, automobile, truck, recreational vehicle or other personal vehicle from showing such item for sale while in storage in a Unit on a casual basis only.

4.1.3.2 Manufacture or Assembly. Unless specified herein as a permissible use, or later pre-approved in writing by Declarant, and thereafter the Board, no Owner or Invitee may

utilize a Unit as a place of manufacture or assembly of any item or combination of items, however characterized or conceived, for resale or for profit. Said pre-approval is not compulsory, but may be granted by the Declarant or the Board only for proposed uses where no employees, no customers and no signage are permitted on site. Additional conditions and restrictions may be imposed by the granting body. Furthermore, no assembly of items for personal use, incident to an otherwise permissible use, may be conducted in a manner which will pose any risk to any other Unit and/or a use of or risk to any portion of the Common Area to the extent that the use is not otherwise specifically allowed under this Declaration.

4.1.3.3 Repair Activity. Unless specified as an approved use, no Owner or Invitee may utilize a Unit as a place of business, whether primary or secondary, for the conducting of repair or maintenance activities and/or services of any sort, however characterized or conceived, for profit.

4.1.3.4 Noxious Activity. No Owner or Invitee may utilize a Unit so as to cause an unacceptable level of noise, vibration, odor, garbage or other waste, the precise levels of which shall be determined by the Board, which may be more restrictive than levels established by the County of Napa or other regulatory agencies.

4.1.3.5 Storage of Hazardous Substances. No Owner or Invitee may use a Unit for the storage of any Hazardous Material; provided however, that any fuels or other liquids contained within any boat, mobile home, motor home, automobile, truck, recreational vehicle, other vehicle and/or other equipment which is stored with a Unit shall be deemed permitted even if so defined, so long as such fuels or other liquids are necessary for the operation thereof and are lawfully contained within such item of personal property for such purpose. To the fullest extent permitted by law, each Owner shall indemnify, protect, defend, save and hold harmless the Association and each other Owner from and against any and all causes of action, claims, judgments, damages, penalties, fines, costs (including, without limitation, cleanup, removal, remediation, and restoration costs), liabilities and losses (including attorneys' fees, consultant fees, and expert fees) which arise out of the use, presence or disposal of Hazardous Materials in, on or about such Owner's Unit, or any portion of the Project, caused by the Owner, its agents, employees, tenants, or Invitees. Each Owner shall, in a manner consistent with California Health and Safety Code Section 25359.4, promptly notify the Association of any release of Hazardous Materials in the Project. In the event of any release of any Hazardous Materials caused or permitted by any Owner, the Association shall have the right to take steps the Association deems necessary and appropriate to remediate such release and to prevent any similar future release, and the cost of such action may be charged to the Owner as a Reimbursement Assessment. The Association may levy a monetary penalty against an Owner (pursuant to Section 6.5 below) and impose a lien, to the extent permissible by law, against the Owner's Unit as a way to reimburse the Association for costs the Association incurred in repairing damage to the Common Area or Association-owned property or facilities for which the Owner or the Owner's Invitees were responsible under this Section 4.1.3.5. To the extent permissible by law, any lien imposed by the Association may be enforced pursuant to Section 6.7 below.

4.1.3.6 High Piled Combustible Storage. Unless preapproved in writing by the Board and Building, Planning and Fire authorities, no Owner or tenant shall store combustible

materials in closely packed piles or on pallets or on pallet racks or on shelves where the top of that storage is greater than twelve (12) feet in total height. Additionally, when required by a fire code official, or if the combustible materials also include certain high-hazard commodities, such as rubber tires, Group A plastics, flammable liquids, idle pallets and similar products, then that high piled storage use shall be limited to six (6) feet of total high piled height.

4.1.3.7 Residential Use. No Owner or Invitee may utilize a Unit, or permit another to use such Unit, for residential purposes.

4.1.3.8 Animals. No animals, livestock, poultry or insects, of any kind, will be raised, kept or boarded in a Unit or within the Project.

4.1.3.9 Other. Any other use that would significantly and materially increase the traffic congestion within the Project, as determined in the reasonable discretion of a majority of the Owners after Notice and Hearing.

4.2. No Unlawful Use.

4.2.1 Compliance with Legal Requirements. No unlawful use shall be made of any Unit or the Common Area or any part thereof, and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "**Legal Requirements**") shall be strictly complied with. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Owner or Owners, or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Project affected by any such Legal Requirement. Each Owner shall give prompt notice to the Board of any written notice it receives of the violation of any Legal Requirement affecting its Unit or the Common Area. Notwithstanding the foregoing provisions, any Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirement affecting any portion of the Unit which such Owner is obligated to maintain and repair, and the Board shall cooperate with such Owner in such proceedings, provided that:

4.2.1.1 Such deferral of compliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of the Project shall be subject to being condemned or vacated by reason of such contest;

4.2.1.2 Such Owner shall pay and shall defend, save, hold harmless, and indemnify the Board, the Association, and each other Owner from and against any cause of action, claim, lien, liability, loss and/or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirement, including reasonable attorneys' fees and other expenses reasonably incurred; and

4.2.1.3 Such Owner shall diligently keep the Board advised in writing as to the status of such proceedings.

4.2.2 Licensing. In the event that any governmental license or permit shall be or become required for the proper and lawful conduct use of any particular Unit and/or otherwise encumbered by the Association, and if failure to secure such license or permit would in any way affect any other Unit or the Owner thereof or the Board or Association, the Owner of such particular Unit at its sole expense and burden shall procure and maintain such license or permit, submit the same to inspection by the Board, and comply with all the terms and conditions thereof.

4.2.3 Indemnification. Each Owner shall be liable to the Association for: (a) any damage to the Common Area or to any of the equipment or Improvements or other works of improvement thereon, and (b) personal injury to any person, which may be sustained by reason of the acts or omissions, including without limitation the negligence or willful misconduct, of said Owner and/or its employees, contract purchasers, tenants, guests or Invitees to the extent that any such damage shall not be covered by insurance of the Owner; said Owner shall be assessed by the Board for the cost of repair or replacement thereof, together with costs and attorneys' fees, such assessment to be due and payable within thirty (30) days after written notice thereof by the Board. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. In the event of personal injury or property damage sustained by any person, the Owner of the Unit in which said injury or damage occurs, shall fully indemnify and hold harmless any other Owners and/or the Association against whom claim for said injury or damage is made, and shall further defend any such other Owners and/or the Association, at its own expense; provided, however, that such protection shall not extend to any other Owner whose own negligence caused, in whole or in part, any such injury or damage.

4.3. Owner's Obligation For Taxes. To the extent allowed by law, all Condominiums shall be separately assessed and taxed so that all taxes, assessments and charges that may become liens shall relate only to the individual Condominiums and not to the Project as a whole. Each Owner shall be obligated to pay any taxes or assessments assessed by the County Assessor of the County against its Condominium and against its personal property.

4.4. Rental Of Units. An Owner shall be entitled to rent or lease its Condominium only if:

4.4.1 there is a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of the Project Documents and (ii) a failure to comply with any provision of the Project Documents shall constitute a default under the lease agreement;

4.4.2 the written lease shall be the form pre-approved by the Association for all lease and rental agreements of Units;

4.4.3 the Owner gives notice of the tenancy to the Board within five (5) business days following the execution thereof, and has otherwise complied with the terms of the Project Documents; and

4.4.4 the Owner gives each tenant a copy of the Project Documents and confirms that the tenant has read and is fully informed of the Project Documents which govern the use of the

Unit, including but not limited to fines and assessments levied for Unit use violations caused by the tenant.

The Owner of a Unit leased or rented shall at all times be responsible for and liable to the Association for all acts or neglect of the tenant, including but not limited to fines and assessments levied for violations caused by the tenant.

In the event that any Owner rents, leases, sells or otherwise delegates the use of their Unit to any third party (i.e., another entity not owned solely by Owner), then Owner (including Owner's guests and invitees) shall not be entitled to any use of the Common Area while possession of that Owner's Unit is held by such purchaser or tenant, unless the Owner owns or otherwise utilizes another Unit in the Project. Such Owner's lessee or purchaser shall have the right to utilize the Common Area and may delegate such right as provided for herein. Any leased, sold, or otherwise delegated rights of use and enjoyment are subject to suspension by the Association to the same extent as are the rights of Owners. No lease, sale, or other delegation of rights of use and enjoyment by an Owner shall relieve an Owner from liability to the Association or to other Owners for payment of assessments or other monetary obligations to the Association or performance of the covenants, conditions and restrictions of this Declaration. The Association and each Owner shall have a right of action directly against any lessee, tenant, or contract purchaser of an Owner, as well as against the Owner, for nonperformance of any provision of this Declaration to the same extent such right of action exists against such Owner.

4.5. Use Of Common Area. All use of the Common Area is subject to the Rules. There shall be no use of the Common Area except by Owners and their Invitees (and/or as otherwise provided for in any license, lease, and/or any other right of access conferred by the Association). There shall be no obstruction of any part of the Common Area (and/or as otherwise provided for in any license, lease, and/or any other right of access conferred by the Association). Nothing shall be stored or kept in the Common Area without the prior consent of the Board. No alterations or additions to the Common Area shall be permitted without the approval of the Board; provided, however, that an Owner of a Unit may, at his or her own expense (and subject to Section 4.9 below), place temporary and/or permanent signage on the exterior of his or her Unit, so long as it is aesthetically consistent with the design of the Project, in compliance with all applicable local ordinances and this Declaration, including without limitation Section 4.9 below. Nothing shall be done or kept in the Common Area that will increase the rate of insurance on the Common Area without the prior consent of the Board. No Owner shall permit anything to be done or kept in the Common Area or any other part of the Project which might result in the cancellation of insurance on any Unit or any part of the Common Area, which would unreasonably interfere with rights of other Owners, which would be unreasonably noxious, harmful or offensive to other Owners or which would be in violation of any governmental statute, ordinance, rule or regulation. No waste shall be committed in the Common Area. Access to roofs shall be restricted to persons authorized by the Board.

4.6. Parking; Vehicle Storage and Removal. Parking of any motor vehicle at any location within the Common Area is subject to the absolute limitation that no such motor vehicle shall obstruct in any fashion the free passage of vehicles and/or pedestrians to and from the Units. Unit Owners, and their Invitees, may park their motor vehicles within their respective Units at

any time and without limitation. Except as otherwise provided herein, any motor vehicle parked at any location within the Common Area shall be in designated parking spaces and such vehicle shall be operable. A motor vehicle is "stored" when it is left parked at any location within the Common Area for more than two (2) consecutive hours. Unit Owners may park directly in front of their own Unit, parallel to the Bay (overhead garage) Door of said Unit while said Unit Owner is on-site for permitted Unit uses, and in a manner that does not otherwise encumber or limit other Unit Owners' access to their respective Units and general ingress and egress through the Project. A Unit Owner whose vehicle is parked in front of their Unit shall be available to move the parked vehicle upon request. The Board may modify or adopt additional parking rules, from time to time, as appropriate. The Board may require the immediate removal of any inoperable, improperly stored or unsightly vehicle left outside of a Unit and/or any other item of personal property improperly stored within the Project, whether or not contained within a Unit. If the same is not removed by the responsible Unit Owner, the Board may cause the removal thereof at the risk and expense of the Unit Owner thereof.

4.7 Driving Area and Walkways. Driving areas, walkways and corridors within the Common Area shall be used exclusively for normal transit, other than during the process of entering or leaving a Unit or as otherwise provided in Section 4.6 above. No obstruction shall be placed within the Common Area except by express written consent of the Association.

4.8 Nuisance; Waste. No offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done which may be or become an annoyance or nuisance to others using the buildings or to the public. Nothing shall be altered or constructed in the Common Area except upon the prior written consent of the Association. No Owner of a Unit or their Invitee shall commit or permit waste of such Unit and/or of the Common Area; and the liability in the event of such occurring shall be at the sole cost and expense of the responsible Unit Owner. This Section shall not be construed to permit any interference with or damage to the structural integrity of the buildings or interference with the use and enjoyment by others of the Common Areas and/or other Units, nor shall it be construed to limit the powers or obligations of the Declarant or of the Association.

4.9. Signs. Notwithstanding anything to the contrary in this Declaration, the Association shall monitor all signage within visibility from the Common Area. No temporary and/or permanent sign visible from the Common Area or within the Common Area, including without limitation any window/door treatment depicting any artwork, trademark, servicemark, advertisement and/or signage may be erected without the prior written consent of the Declarant or the Board after its appointment by Declarant (including without limitation any sign advertising a Unit as "for sale" or "for rent"). The Association may provide identification signage for Owners or tenants, the cost of which shall be borne by the Owner or tenant requesting such identification. All signs displayed in the Project shall be attractive and compatible with the design of the Project and shall comply with all applicable local ordinances. The Association may place in the Common Area or in any Unit any sign that is required for: (a) any legal proceeding or notice (including, without limitation, any sign identifying any applicable parking ordinance or Rule, whether such ordinance and/or Rule is promulgated by the County and/or the Association); and/or (b) otherwise required by any Federal, State or County law, ordinance or regulation, the Project Documents and/or this Declaration.

4.10. Garbage and Trash. All trash and trash collection from a Unit shall be the responsibility of the Unit Owner, and no trash shall be permitted to be stored outside of the Unit(s) at any time or inside of the Unit for more than one week. There are () Common Area trash collection enclosures in the Project for use by all Unit Owners. The containers placed in these enclosures are to be used for smaller, limited amounts of household type trash. Larger and/or more frequently generated amounts of trash produced by the Unit Owner shall be promptly removed from the site by the Unit Owner. The Declarant, and thereafter the Board, at its sole discretion, may modify or adopt additional rules and regulations regarding garbage and trash or provide for or eliminate common trash collection as it deems fit.

4.11. Antennas.

4.11.1 With the exception of any antenna erected or constructed by a licensed public or quasi-public utility, cable franchise or other entity with the approval of the Board, no outside television antenna, aerial, radio tower or satellite dish, having a diameter or maximum diagonal measurement of greater than thirty-six inches (36"), or which would be visible from any street or Common Area, may be erected, constructed or placed within the Project without the prior written approval of the Board.

4.11.2 The Board may adopt reasonable Rules concerning installation and use of antennas, aerials, and/or satellite dishes having a diameter or maximum diagonal measurement of less than thirty-six inches (36"), provided that such Rules, and the application thereof, comply with the provisions of Section 1376 of California Civil Code, as that statute may be amended from time to time.

4.12. Life Safety Concerns. In an effort to maintain a safe environment for the mutual benefit of each of the Owners, Project safety measures will include the following items:

4.12.1 Emergency Contacts. The Association will provide, and update at least annually, a list of the names and emergency contact information of individuals associated with the project, including the Manager and/or Managing Agent, and Board Members, to the Police and Fire Departments serving the Project.

4.12.2 Master Keying. The Association will ensure that all Unit Owners maintain the integrity of the Project's master key system, which ensures emergency access by the area Police and Fire Departments. The addition of new locks will conform to the current master key scheme, and, in the event nonconforming locks are installed, the affected Unit Owners will be liable for any damage caused to the Project as a result of forcible entry by the Police or Fire Departments.

4.12.3 Annual Inspection. The Association will advise all Unit Owners that the Fire Department serving the Project will conduct an inspection on each and every Unit in the Project on an annual basis if requested by the Fire Department.

4.13 Bylaws, Rules and Regulations. The Association may adopt in written form reasonable additional provisions in the Bylaws or in the Rules as necessary or advisable to ensure

compliance with, and to supplement, the foregoing provisions, and each Unit Owner shall comply in all respects therewith; provided, however, that no rule or regulation may be adopted which may or shall, if implemented, result in restrictions imposed upon the permissible uses of Units expressly granted herein. Whenever Rules are adopted by the Association, they shall be deemed effective as soon as a copy is sent to each Owner by first class mail.

ARTICLE 5: IMPROVEMENTS

5.1. Maintenance Of Common Area.

5.1.1 In General. The Association shall be responsible for maintenance, repair, replacement, painting and upkeep of Common Area and Improvements thereon (including without limitation maintaining in good repair all utilities and components of the fire access, fire hydrants and fire protection equipment for the Project). The Association shall keep the Common Area and Improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of, and prevent waste to, the Common Area and Improvements thereon.

5.1.2 Wood Destroying Pests. The Association shall bear the costs of repair of Common Area occasioned by the presence of wood-destroying pests or organisms. The Association may cause the temporary removal of any occupant of a Unit for such periods and at such times necessary for prompt, effective treatment of the wood-destroying pests or organisms. The cost of the temporary relocation shall be borne by the Owner(s) of the Units whose occupants are being relocated. The Association shall give notice of the need to temporarily vacate a Unit to the occupant and to the Owner, not less than fifteen (15) days nor more than thirty (30) days prior to the date of the temporary relocation. The notice shall state the reason for the temporary relocation, the date and time of the beginning of treatment, the anticipated date and time of termination of treatment, and that the occupant will be responsible for their own accommodations during the temporary relocation. Notice by the Association shall be deemed complete upon either:

5.1.2.1 Personal delivery of a copy of the notice to the occupant, and sending a copy of the notice to the Owner, if different than the occupant, by first-class mail, postage prepaid at the most current address shown on the books of the Association; or

5.1.2.2 By sending a copy of the notice to the occupant at the Unit address and a copy of the notice to the Owner, if different than the occupant, by first-class mail, postage prepaid, at the most current address shown on the books of the Association.

5.1.3 Maintenance of the Storm Water Detention Facility. This section concerns the Association's obligations for maintenance of Storm Water Best Management Practices ("BMPs"), as defined and provided for in the STORMWATER BEST MANAGEMENT PRACTICES OPERATIONS AND MAINTENANCE PLAN FOR NAPA VAULT, prepared by RSA+ ("BMP Plan"), attached hereto as Exhibit "B", and incorporated herein by this reference.

5.1.3.1 Association's Performance/Maintenance Obligations. The Association shall adhere to, and otherwise comply with, the performance and maintenance criteria delineated in the BMP Plan.

5.1.3.2 Modification. The Association, at its sole cost and expense, shall make such modifications to the maintenance obligations and BMP Plan provided for in this Section 5.1.3, as may be determined by the Association, and if required, the County, in writing, to be reasonably necessary and cost effective, to ensure the BMPs continue to operate in accordance with this Declaration (including without limitation, the maintenance practices provided for in the attached BMP Agreement and any and all applicable County legal requirements, whether in effect now or in the future.

5.1.4 Maintenance of the Onsite Septic System Improvements. This section concerns the Association's obligations for maintenance of the Onsite Septic System and sanitary sewer lines that serve the Project.

5.1.4.1 Association's Performance/Maintenance Obligations. Notwithstanding any provisions in this Declaration to the contrary, the Onsite Septic System and all sanitary sewer lines installed within the Project, including any sanitary sewer lines running to Units, shall be owned by and shall be the full and complete responsibility of, the Association. The Association shall maintain the Onsite Septic System and related improvements in good condition and repair consistent with customary maintenance practices. In the event the Onsite Septic System needs to be replaced at any time, the Association shall use best efforts to replace the Onsite Septic System with the most efficient, technologically advanced and least impactful septic system available given the condition of the Property.

5.1.4.2 NSD Service. As of the date of recordation of this Declaration, sanitary sewer service is not currently available at the Project from the Napa Sanitation District. In the event the Napa Sanitation District is willing to annex the Project Property into the Napa Sanitation District service area, the Association shall cooperate with the Napa Sanitation District and surrounding property owners to determine if such annexation, and the costs thereof, is within the best interests of the Project.

5.2. Alterations To Common Area.

5.2.1 Approval. Except for actions taken by Declarant pursuant to Article 8 hereof, and except as provided in Section 5.5, below, only the Association shall construct, reconstruct, refinish or alter any Improvement situated upon the Common Area, including the exteriors of the Project Buildings. A proposal for any construction of or alteration, maintenance or repair to an Improvement may be made at any meeting and may be adopted by the Board, subject to the limitations contained in the Bylaws.

5.2.2 Funding. Expenditures for alterations, maintenance or repairs to an existing capital Improvement for which a reserve has been collected shall be made from the Reserve Account. The Board may levy a Special Assessment to fund any construction, alteration, repair

or maintenance of an Improvement for which no reserve has been collected or if the Reserve Account contains insufficient funds to cover the cost of the proposed Improvement.

5.3. Maintenance Of The Buildings.

5.3.1 Portions of the Buildings Maintained by Association. The Association shall have the responsibility to keep all base shell, exterior and structural portions of the Buildings, to the interior surfaces of the studs, beams and joists of all exterior walls, and to the structural roof trusses and beams, in good repair and condition, including bearing walls, floor slabs, foundations, roofs, and building exteriors (but not doors or windows). Maintenance or repair of Building shells or other Common Area made necessary due to the negligent or willful acts or omissions of an Owner or its Invitees or tenants shall be undertaken by the Association, and, after Notice and Hearing as provided herein, charged to the Owner as a Reimbursement Assessment.

5.3.2 Portions of the Buildings Maintained by Owners. Each Owner, at the Owner's sole cost and expense, shall keep all portions of such Owner's Unit, including all trade fixtures and interior Improvements, in good order, condition and repair (whether or not any damaged portion of the Unit or the means of repairing the same are reasonably or readily accessible to the Owner). Such responsibility shall extend to all interior walls, interior surfaces of exterior walls, interior ceilings and drop ceilings, windows, doors, garage doors, plate glass and skylights located within the Buildings. Without limiting the foregoing, each Owner shall have the sole responsibility and the exclusive right, at his or her sole cost and expense, to:

5.3.2.1 maintain, repair, paint, paper, panel, plaster, tile and finish the interior surfaces of the ceilings, floors, walls, entry doors, delivery and roll-up doors;

5.3.2.2 repair, paint, finish, alter, substitute, add or remove any fixtures and utility connections attached to ceilings, floors or walls, including, without limitation, toilets, sinks, fire sprinklers and heads, appliances, HVAC (serving a single Unit) and other utilities within inside of the Building shells;

5.3.2.3 install, maintain, repair and replace lighting and plumbing lines and fixtures within the Building shells;

5.3.2.4 install, maintain, repair and replace telephone facilities, cable, communication/data transfer lines/facilities and computer networking facilities (including T-1 and DSL to the source or point of origin for the service provider) serving the Unit;

5.3.2.5 maintain, repair and replace doors, partitions, floor coverings, drapes, built-in cabinetry, and windows.

5.3.2.6 maintain and clean the interior and exterior of skylights, windows and other glass surfaces of his or her Unit, including exterior windows; and

5.3.2.7 maintain, repair and replace screens covering doors and windows of his or her Unit, if any.

Notwithstanding anything to the contrary in this Declaration, no Owner or other party shall make any structural alteration to the interior of any Unit, the exterior of the Building or any portion of the Common Area; moreover, no plumbing or electrical work (other than minor repairs to electrical or plumbing fixtures or other similar utilities within a Unit) shall be performed, without the prior written consent of the Association.

5.3.3 Garage Doors. Equipment for opening and closing storage unit doors shall be maintained, repaired and replaced by the Owner of the garage.

5.3.4 Janitorial Service. Each Owner shall: (a) be responsible, at its sole cost and expense, for all janitorial service in its Unit or portion thereof; and (b) keep all Common Areas adjacent to the Unit clean and free of debris from such Owner's operations.

5.3.5 Garbage Service. Each Owner shall be responsible for contracting for its own garbage and refuse disposal, at its sole cost and expense, unless otherwise undertaken by the Association as a common expense pursuant to Board resolution. All such garbage and refuse disposal shall be undertaken and handled in accordance with Section 4.10 above.

5.4. Alterations To Interiors Of The Buildings.

5.4.1 In General. Owners may alter or remodel the interiors of their Units, at their sole expense and responsibility (excluding load bearing walls), if: (a) the alterations do not adversely affect or otherwise impair the structural integrity of the Buildings; (b) the Owner complies with all applicable laws and ordinances regarding alterations and remodeling, and (c) the Owner obtains the Association's approval for interior alterations (if necessary pursuant to this Section 5.4.1) and the Owner complies with any specifications provided by Declarant and/or the Association. The Declarant and / or the Association shall provide to each Owner specifications concerning permissible interior alterations to Units, and no such alterations shall be made except which are in compliance with such specifications. Each Unit Owner is required to notify the Association of all improvements by the Unit Owner to such Owner's Unit which cost is in excess of \$2,500.00. A Unit may be modified by an Owner, at the Owner's sole expense, to comply with all applicable Americans With Disabilities Act requirements, and to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which may be hazardous to such persons, subject to the limitations and requirements set forth in Section 1360 of the California Civil Code as that statute may be amended, revised or altered, and of this Declaration, the Bylaws and the Rules. Unit Owners shall be liable for any damages caused in connection with a Unit Owner's performance of alterations to its Unit.

5.4.2 Ownership of Contiguous Units. Any Owner of two or more contiguous Units containing a common wall(s) may construct an opening in the wall if and to the extent consistent with applicable building codes and provide the same does not adversely affect or otherwise impact the structural integrity of the Buildings. Moreover, two or more Owners may contract with each other to construct an opening in a wall separating such Owners' Units. Upon the

termination of the common ownership of adjacent Units, (or the conclusion of such agreement between two Owners, as the case may be) if the intervening wall or floor shall have been altered or removed pursuant to the foregoing provisions, the Owner(s) or the former Owner(s), as applicable, of such Units shall be jointly and severally obligated to restore such intervening wall to substantially the condition in which the same existed prior to such alteration or removal. Any addition, any alteration or improvement to any Building made by any Owner, whether or not requiring Board consent, shall be made in compliance with all applicable ordinances and regulations, and such Owner shall obtain any and all permits required therefore by all applicable departments of the County. Such Owner shall defend, save harmless and indemnify the Association and each other Owner from any and all liability to the County, any other governmental authority, any contractor, subcontractor, or materialman, or any other person, on account of such addition, alteration or improvement, or injury to person or damage to the Common Area, any Building and any other property, wherever located, arising therefrom.

5.5. Alterations To Exteriors Of The Buildings. Except for actions taken by Declarant pursuant to Article 8 hereof, and except as set forth below, only the Association may construct, reconstruct, refinish or alter the shell or exterior of the Buildings. The foregoing notwithstanding, a proposal by an Owner for any alteration to the exterior of the portion of the Buildings encompassing such Owner's Unit (but not the structural portions thereof), including but not limited to signage, shall be subject to the prior written consent of the Board. The Owner who has obtained the approval shall pay the costs of any alteration or addition.

5.5.1 Rules. The Board may, from time to time and in its sole discretion, adopt, amend and repeal, by unanimous vote, as part of the Rules applicable to the Project, Rules regarding alterations to the exteriors of Buildings. Said Rules shall interpret and implement the provisions hereof by setting forth the standards and procedures for Board review, as well as guidelines for design review of proposed alterations by Owners of the Buildings' exteriors, including but not limited to signage, color schemes, exterior finishes and materials and similar features; provided, however, that said Rules shall not be aesthetically inconsistent with the original design of the Project or in derogation of the minimum standards required by this Declaration. Nor shall any proposed alteration affect the structural portions of the Buildings or the common fixtures and elements thereof.

5.5.2 Application for Approval of Improvements. Any Owner, except Declarant and its designated agents, who wants to perform any alteration or addition for which approval is required under Sections 5.4.1 or 5.5.1 above shall notify the Board in writing of the nature of the proposed work and shall furnish such information as may be required by the Rules or reasonably requested by the Board.

5.5.3 Basis for Approval of Improvements. The Board may approve the proposal only if the Board finds that: (a) the plans and specifications conform to this Declaration and to the Rules in effect at the time the proposal was submitted; and (b) the proposed alteration will be consistent with the standards of the Project and the provisions of this Declaration as to quality of workmanship and materials, harmony of exterior design and visibility with respect to the Buildings.

5.5.4 Form of Approvals and Denials. All approvals and denials shall be in writing. Any proposal which has not been rejected in writing within sixty (60) days from the date of submission, unless patently inconsistent with the Rules, shall be deemed approved.

5.5.5 Determination of Compliance. Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

5.5.5.1 Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the Board. If the Owner fails to give the notice of completion of work performed for which approval was required, the Board may proceed upon its own motion.

5.5.5.2 Within sixty (60) days of the completion of the alteration, the Board shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Board finds that the work was not performed in substantial compliance with the approval granted or if the Board finds that the approval required was not obtained, the Board shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of the non-compliance and shall require the Owner to remedy the non-compliance.

5.5.6 Failure to Remedy the Non-Compliance. If the Board has determined that an Owner has not constructed the alteration consistent with the specifications of the approval granted and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the Board shall provide Notice and Hearing to consider the Owner's continuing non-compliance. At the hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board shall determine the estimated cost of removing or correcting it. The Board shall then require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's determination. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying alteration or remedy the noncompliance. The costs of such action shall be assessed against the Owner as a Reimbursement Assessment

5.5.7 Waiver. Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval, shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

5.5.8 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Board shall record an estoppel certificate, executed by any two (2) Directors, certifying that as of the date thereof, either: (a) the work completed complies with this Declaration or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of

the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Association, Declarant and all Owners and such persons deriving any interest through any of them.

5.5.9 Liability. If Directors, officers and/or Board members have acted in good faith on the basis of such information possessed by them, neither the Board nor any Director, officer or Board member shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications; (c) the alteration of any property within the Project; or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

5.5.10 Non-Applicability to Declarant. The provisions of Sections 5.4 and 5.5 shall not apply to any Unit owned by Declarant or prior to the first conveyance of such Unit to an Owner.

5.6. Maintenance Of Units.

5.6.1 In General. Each Owner shall keep the interior of his or her Unit, including all fixtures, appliances, and appurtenances within the base of the shell of the Unit, if any, in good repair and condition. Each Owner shall have the sole responsibility and the exclusive right, at his or her sole cost and expense, to:

5.6.1.1 maintain, repair, paint, paper, panel, plaster, tile and finish the interior surfaces of the ceilings, floors, entry doors, delivery and roll-up doors, and the perimeter walls of his or her Unit and the bearing walls located within his or her Unit;

5.6.1.2 repair, paint, finish, alter, substitute, add or remove any fixtures and utility connections attached to ceilings, floors or walls, including, without limitation, toilets, sinks, kitchen appliances, HVAC and other utilities within the Units shell, lighting and plumbing lines and fixtures within the Unit shell, telephone facilities, cable and computer networking facilities (including T-1, Fiber Optic, Broadband and DSL to the source or point of origin for the service provider) doors, partitions, floor coverings, drapes, built-in cabinetry, and windows within the Unit.

5.6.1.3 maintain and clean the interiors of any skylights, windows and other glass surfaces of his or her Unit, including exterior windows; and

5.6.1.4 maintain, repair and replace screens covering doors and windows of his or her Unit.

5.6.2 Additional Duties/Responsibilities. In the event of any damage or destruction of any appliances, plumbing, sewer, water, gas, heating, air conditioning, or electrical systems, equipment or fixtures located within a Unit or nonstructural interior partition walls (regardless of the cause of such damage or destruction and irrespective of whether insurance is available), the applicable Owner shall repair, replace or rebuild such systems, equipment and/or fixtures in

accordance with the same plans and specifications used by Declarant, except for modifications required by the County or other governmental body having jurisdiction of the Project or approved by the Association. Subject to the rights of any Mortgagees and/or any provision of this Declaration, the Association shall make available to the applicable Owner, solely for the purpose of making such repairs, replacements or reconstruction, all insurance proceeds received by the Association because of such damage or destruction within the Owner's Unit. Any costs of repair, replacement, or reconstruction not covered by available Association proceeds, including any uninsured or underinsured damage or destruction, shall be paid by the Owner of the Unit that is affected, and no other Owner nor the Association shall have any obligation or liability with respect to that Unit. If an Owner is required to make any repair or if an Owner desires to rebuild any improvement or install any fixture or equipment that will affect or involve the exterior walls of the Owner's Unit, any bearing wall, or other structural member of the Common Area, the prior written approval of the Association must first be obtained. However, such approval need not be obtained to make emergency repairs, as long as the affected structure is restored to its original condition within thirty (30) days at the sole cost and expense of the Owner making such emergency repairs.

5.7. Landscaping. The Association shall maintain and care for all landscaping in the Project in a manner consistent with the standards of design and quality as originally established by Declarant, and in a condition comparable to that of other industrial storage unit properties in the County. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. Only low-lying landscape shall be installed at the driveway entrance to the Project to maximize sight distance for exiting vehicles.

5.8. Right Of Entry. If an Owner fails to perform maintenance and/or repair which he is obligated to perform pursuant to this Declaration, and if the Association determines, after Notice and Hearing is given, that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and value of the Project, the Association may cause such maintenance and/or repair to be performed. The costs of such maintenance and/or repair shall be charged to the Owner of the Unit as a Reimbursement Assessment. In order to effectuate the provisions of Sections 5.3 through 5.7, inclusive, and this Section 5.8, the Board may enter any Unit whenever entry is necessary in connection with the performance of any maintenance or construction that the Board is authorized to undertake. Entry shall be made with as little inconvenience to an Owner as practicable and only after reasonable advance written notice of not less than twenty-four (24) hours, except in an emergency.

5.9. Damage And Destruction. The term "Restore" shall mean repairing, rebuilding or reconstructing a damaged Building or Common Area Improvement to substantially the same condition in which it existed prior to fire or other casualty damage, with each Improvement, to the extent possible, having the same vertical and horizontal boundaries, appearance and location as before.

5.9.1 Contracting to Restore. If fire or other casualty damage extends to the Buildings (or portion thereof) or other Common Area Improvement that is insured by the Association, the Association shall proceed with the filing and adjustment of all claims arising under the existing

insurance policies. The insurance proceeds shall be paid to and held by the Association. The Board shall obtain such bids from responsible licensed contractors to Restore the Building or Common Area Improvement as the Board deems reasonable and, if the total funds available without a vote of Members, as described in Section 5.9.2 below, are sufficient to Restore the damaged Building or Common Area Improvement, the Board shall, on behalf of the Association, contract with the contractor whose bid the Board deems to be the most reasonable. The contractor shall provide a completion bond naming the Association and each affected Owner as beneficiaries. If the insurance proceeds exceed the costs of restoration, the excess proceeds shall be paid to the Reserve Account and held for the benefit of the Association.

5.9.2 Priority in Use of Funds. The costs of restoration of the Buildings or other Common Area Improvement shall be funded first by any insurance proceeds paid to the Association under existing insurance policies and then by any Reserve Account funds designated for the repair or replacement of the capital Improvement that has been damaged. If the aggregate amount of funds is still insufficient to pay the total costs of restoration, a Special Assessment against all Owners shall be levied by the Board up to the maximum permitted by this Declaration and/or otherwise permitted by California law without a vote of the Members.

5.9.3 Insufficient Funds. If the total funds available to Restore the Buildings or other Common Area Improvement pursuant to Section 5.9.2 are insufficient, then:

5.9.3.1 With respect to the Buildings, a special meeting of the Members shall be called for the purpose of voting whether to impose an additional emergency Special Assessment and deciding upon the amount thereof. If an additional emergency Special Assessment in an amount sufficient to complete the restoration is approved, the Board shall then contract for the restoration of the Buildings as described above. If a decision is made not to impose such an additional emergency Special Assessment, the Owners may call a meeting whose Units were affected by the damage to the Buildings for the purpose of voting whether to impose an additional assessment on only those Owners. Any decision to impose such an additional assessment on only the affected Owners must have the affirmative vote of all the affected Owners. If a decision is made not to levy the necessary assessment, all funds described in Section 5.9.2 shall be paid proportionately to the Owners of the damaged or destroyed Improvements as their interests appear according to the fair market values of the damaged Units immediately prior to the time of destruction, as determined by an independent appraisal made by a qualified real estate appraiser with a Member of the Appraisal Institute Certificate or the equivalent, as selected by the Board, or

5.9.3.2 With respect to other Common Area Improvements, a special meeting of the Members shall be called for the purpose of voting whether to impose an additional Special Assessment and deciding upon the amount thereof. The Board shall then contract for the restoration of the Common Area as described above, making use of whatever funds are then available to it.

5.9.4 Recordation of Certificate of Intention to Rebuild. If the damaged or destroyed Buildings, structures, or Improvements are to be Restored and/or otherwise repaired or reconstructed, the Association shall execute, acknowledge, and record in the office of the County

Recorder of the County, no later than One Hundred Twenty (120) days after the date of destruction, a certificate declaring the Owners' intention to rebuild.

5.10. Condemnation Of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be deposited into the Current Operation Account until distributed. The Association shall distribute such funds proportionately to all Owners as their interests appear according to the respective fair market values of their Units immediately prior to the time of condemnation, as determined by an independent appraisal made by a qualified real estate appraiser with a Member of the Appraisal Institute Certificate or the equivalent, as selected by the Board. The Association shall represent the interests of all Owners.

5.11. Mechanics' Liens. If a notice of mechanic's lien is filed against the Project for, or purporting to be for, labor or material alleged to have been furnished to or delivered for any Owner within the Project or at his or her Unit, the Owner shall immediately cause the lien to be discharged by payment, bond or otherwise. If the Owner fails to discharge the lien, the Board may provide Notice and Hearing to the Owner to determine the effect of the lien and any offsets or defenses thereto. At the hearing, if the Board determines that the lien adversely and improperly affects and encumbers the ownership interests of other Owners and that no adequate protection of the interests of other Owners has been provided, the Board may cause the lien to be discharged by payment, bond or otherwise. The Board shall then levy a Reimbursement Assessment, which shall include any "Additional Charges" (as such term is defined in Section 6.7.3 below) incurred, against the Owner(s) responsible for the existence of the lien. If the Board determines that the lien does not adversely affect the interests of other Owners, it may take whatever other action may be necessary to properly protect the interests of the Owners.

ARTICLE 6: FUNDS AND ASSESSMENTS

6.1. Covenants To Pay. Declarant and each Owner covenants and agrees to pay to the Association the assessments and any Additional Charges levied pursuant to this Article 6.

6.1.1 Liability for Payment. The obligation to pay assessments shall run with the land so that each successive record Owner of a Unit shall in turn become liable to pay all such assessments. No Owner may waive or otherwise escape personal liability for assessments or release the Unit owned by him from the liens and charges hereof by nonuse of the Common Area, abandonment of the Unit or any other attempt to renounce rights in the Common Area or the facilities or services within the Project. Each assessment shall constitute a separate assessment and shall also be a separate, distinct and personal obligation of the Owner of the Unit at the time when the assessment was levied and shall bind his or her heirs, devisees, personal representatives and assigns. Any assessment not paid within fifteen (15) days after it becomes due is delinquent. If more than one person or entity is the Owner of a Condominium, then the personal obligation to pay the assessment or installments and other charges, interest, costs, and fees shall be both joint and several. The personal obligation of an Owner for delinquent assessments shall not pass to a successive Owner unless the successive Owner expressly assumes the personal obligation. No such assumption of personal liability by a successor Owner (including a contract purchaser under an installment land contract) shall relieve any Owner from