

**BOARD OF DIRECTORS
Cedar Square Owners Association**

Proposed CC&Rs Amendment

October 17, 2025

Dear Owner:

Due to low participation and invalid ballots returned, the Association is sending the proposed CC&R Amendment out for a second round of voting. The options have not changed and all owners, including those that voted previously, **must cast a new ballot**.

Enclosed is a proposed First Amendment to Declaration of Covenants, Conditions and Restrictions of Cedar Square Owners Association ("**CC&Rs Amendment**"). Also enclosed is your **ballot** to vote on the proposed amendment. Please ensure your ballot is received no later than Tuesday, November 18, 2025.

Purpose of the CC&Rs Amendment

The proposed CC&Rs Amendment clarifies the definition of Common Area and makes clear that the carports are not included. The purpose for the proposed amendment to the Common Area to remove the carports is to remove them as an amenity and prevent the rebuilding of the carports. The cost to remove the carports under this option is under \$10,000.00 and will be paid for from the Association's existing funds.

If this proposed amendment is not approved, the Association will have to remove and replace the existing dilapidated carports, which will cost the Association over \$400,000.00, and will require that the Association impose a special assessment for the cost which will be allocated to all the units equally to recover the costs.

Member Approval Requirements

To approve the proposed CC&Rs Amendment, the Association must collect "FOR" votes from sixty-seven percent of the total voting power of the Condominium Units of Association. With 18 Condominium Units in the Association, this means **at least 12 votes must be in favor ("FOR")** of the proposed CC&Rs Amendment. If we do not receive sufficient participation in the vote to achieve this approval but receive at least a majority approval (10 "FOR" votes), the Board will determine if it wishes to seek approval through a court petition process under Civil Code section 4275. To avoid such a court procedure, please participate in the vote and submit your ballot as soon as possible and before the deadline on the ballot.

Voting Process

The voting is being conducted by mail using the secret ballot and "double envelope" system. Your ballot and the return envelope are enclosed. Postage has been pre-paid. Voting instructions are on the ballot.

Your vote is very important. We urge every homeowner to take the time right now to vote on this important amendment. If you have any questions about the CC&Rs Amendment before you vote, please feel free to contact Kaila Rogers at krogers@commoninterest.com.

PLEASE VOTE ON THIS IMPORTANT AMENDMENT!

Sincerely,

Board of Directors

CEDAR SQUARE OWNERS ASSOCIATION

BALLOT

To vote on the proposed one issue as described in
the Notice to Members dated October 17, 2025

1. First Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedar Square Owners Association

FOR [] AGAINST []

VOTING INSTRUCTIONS: Mark your votes above. Place this ballot in the smaller “inside envelope.” Place the smaller envelope inside the larger return envelope, fill in your return address information and sign the envelope where provided, **postage is pre-paid**, and mail to:

Cedar Square Owners Association
“Inspector(s) of Elections”
c/o The HOA Election Guys, Inc.
27472 Portola Parkway #205-412
Foothill Ranch, CA 92610

Or, you can hand deliver your ballot, in the enclosed envelopes, to the Inspector of Elections at the above address.

DO NOT INCLUDE ANY OTHER CORRESPONDENCE WITH THIS BALLOT

Voting Deadline: The deadline for returning ballots is 4:00 p.m. on Tuesday, November 18, 2025. The Board of Directors may extend the deadline.

Ballot counting meeting: Ballots will be counted at an open Board meeting that will begin at 6:00 p.m. on Thursday, November 20, 2025. The meeting will be held at:

Zoom link: <https://commoninterest.zoom.us/j/83538179474>

Meeting ID: 835 3817 9474

Passcode: 959077

The rules governing this election may be found here:
www.thehoaelectionguys.com/cedarsquare

PLEASE CAST YOUR BALLOT NOW

**FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
CEDAR SQUARE OWNERS ASSOCIATION**

This First Amendment to Declaration of Covenants, Conditions and Restrictions of CEDAR SQUARE OWNERS ASSOCIATION (this "First Amendment") is made on the date set forth at the end of this document by CEDAR SQUARE OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation (referred to in this document as the "Association");

WHEREAS, this First Amendment is made with respect to that certain A DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS FOR THE CREATION AND MAINTENANCE OF A PLANNED UNIT RESIDENTIAL DEVELOPMENT, recorded on May 5, 1977, as Document No. 77-27823, in the Official Records of the County SAN JOAQUIN, State of California (the "1977 Declaration");

WHEREAS, the 1977 Declaration establishes certain limitations, easements, covenants, restrictions, conditions, liens, and charges which run with, and are binding upon all parties having or acquiring any right, title, or interest in, that certain real property located in the County of SAN JOAQUIN, State of California, and more particularly described as follows:

as set forth in Exhibit A, attached hereto and, by this reference, incorporated herein;

WHEREAS, all of the covenants, conditions, and restrictions set forth herein shall constitute enforceable equitable servitudes as provided in *Civil Code* section 5975, shall constitute covenants that shall run with the said real property, and shall be binding upon and inure to the benefit of each Owner of any portion of the said real property or the owner or holder of any interest or estate therein and their heirs, successors, and assigns; and

WHEREAS, the members of the Association, by requisite vote, desire to amend the 1977 Declaration pursuant to Article 12, Section 2 ("Amendment or Repeal; Duration."), thereof.

NOW, THEREFORE, the Association hereby declares that notwithstanding anything to the contrary in the 1977 Declaration, the 1977 Declaration is hereby amended as follows (words with a strike through (e.g. ~~example~~) are deleted and words in ***bold italics*** are added):

1. A new Section 19 to Article 1 ("Carports."), is hereby added as follows:

Section 1.19 Carport. The term "Carport" shall, by way of this First

Amendment, be authorized for removal from the Declaration. Any and all references to same throughout the Declaration, including in Sections 3.01(a), 3.02(m), 5.02(g), 5.05(d), and 7.03, shall be deemed stricken from the Declaration, and thereafter the Carports may be so removed from Cedar Square.

IN WITNESS WHEREOF, we, the members of Association, pursuant to the requisite approval, and by means of the signatures of the President and the Secretary, do hereby affirm, approve, and adopt this First Amendment in accordance with Article 12, Section 2 ("Amendment or Repeal, Duration."), of the Amended Declaration, by means of the signatures of the President and the Secretary, and which First Amendment shall be recorded with the Recorder of the County of SAN JOAQUIN, State of California.

DATED: _____

CEDAR SQUARE OWNERS
ASSOCIATION, a California nonprofit
mutual benefit corporation

_____, President

_____, Secretary

EXHIBIT A

Being All Real Property Subject to the 1977 Declaration

That certain real property situated in the City of Manteca, County of San Joaquin, State of California, described as follows:

Lots nine (9) through sixteen (16) inclusive; Lots thirty-five (35) through forty-four (44) inclusive; also parking spaces 9P through 16P inclusive, 35P through 44P inclusive, as shown upon map entitled Tract No. 1140, Amended Map of Park West, Unit No. 2, filed for record April 28, 1976 in Vol. 21, page 77, San Joaquin County Records.

ALSO that portion of Lot "B" as shown upon said Tract 1140 lying within the following described tract of land:

Commencing at the Northeast corner of Lot 35 of Tract No. 1056, PARK WEST, Unit No. 1, filed for record in Vol. 20 of maps and plats, page 64, San Joaquin County Records. Thence North 01° 45' 28" West along the exterior boundary of said Tract No. 1140, a distance of 305.30 feet to the point of beginning of the hereinafter described land; thence South 88° 14' 32" West, a distance of 128.23 feet; thence North 89° 57' 30" West, a distance of 176.07 feet to a point; thence on a curve concave to the North having a radius of 100.00 feet, an arc distance of 23.05 feet, through a central angle of 13° 12' 28", having a chord bearing North 12° 47' 33" East, a distance of 39.67 feet, an arc distance of 39.67 feet to a line tangent; thence North 13° 33' 00" East along said line tangent a distance of 356.16 feet; thence South 81° 30' East, a distance of 116.86 feet; thence South 86° 10' East, a distance of 133.79 feet to a point on the Easterly boundary of said Tract No. 1140; thence South 01° 45' 28" East, a distance of 265.01 feet to the point of beginning.

ALSO EXCEPT all oil, minerals, gas and other hydrocarbon substances lying below a depth of 500 feet beneath the surface of said land, without right of surface entry as reserved by Berg's, a general partnership, by deed recorded September 7, 1973, in Book of official records, Vol. 3800, page 471, San Joaquin County Records.