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CORONADO CAYS HOMEOWNERS ASSN.

AND WHEN RECORDED MAIL TO:

CORONADO CAYS HOMEOWNERS ASSN.
505 GRAND CARIBE CSWY.
CORONADO, CA. 92118

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GREGORY SMITH, COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE

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AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CORONADO CAYS WHARFAGE AREA.

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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CORONADO CAYS HOMEOWNERS ASSN.
505 GRAND CARIBE CAUSEWAY
CORONADO, CA. 92118

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR CORONADO CAYS WHARFAGE AREA

WITNESSETH:

WHEREAS, The Coronado Cays Company, a limited partnership, under a lease dated May 20, 1968, between the San Diego Port Authority and Coronado Cays Company ("Lease"), is the owner of a leasehold interest in certain real property in the County of San Diego, State of California, and pursuant to an easement from the City of Coronado is the owner of certain easements, all more particularly described in Exhibit "A" attached hereto, and those contiguous interior waterways which real property is referred to as "Coronado Cays Wharfage Area"; and

WHEREAS, Certain adjoining real property in the City of Coronado, County of San Diego, State of California, is more particularly described in Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions recorded on August 15, 1969, at File/Page No. 69-150155, and re-recorded on November 25, 1969, at File/Page No. 69-215648, in the official records of San Diego County, California, which real property is referred to as "Coronado Cays"; and

WHEREAS, Recorded is an Amended and Restated Declaration of Covenants, Conditions and Restriction, which Declaration is referred to as the "Coronado Cays CC&R's" and

WHEREAS, Coronado Cays Company has leased, subleased or assigned its leasehold rights to, as the case may be, portions of the Coronado Cays Wharfage Area to certain of the owners of the Condominiums and Lots in Coronado Cays ("Sublessees"), and pursuant to a Declaration of Covenants, Conditions, and Restrictions for Coronado Cays Wharfage Area, recorded on August 15, 1969, at File/Page No. 150156, in the official records of San Diego County, California, as amended or restated has subjected Coronado Cays Wharfage Area to certain restrictions; and

WHEREAS, Pursuant to California Civil Code Section 1355, by the vote or written consent of at least fifty-one percent (51%) of the Record Owners (as defined in the Coronado Cays CC&R's) in Coronado Cays, the Declaration of Covenants, Conditions and Restrictions for Coronado Cays Wharfage Area may be amended by an instrument in writing signed and acknowledged by an officer of Coronado Cays Homeowners Association; and

WHEREAS, This Amended Restated Declaration of Covenants, Conditions and Restrictions for Coronado Cays Wharfage Area has been approved by the vote or written consent of at least fifty-one percent (51%) of the Record Owners (as defined in the Coronado Cays CC&R's) in Coronado Cays;

NOW, THEREFORE, The Declaration of Covenants, Conditions and Restrictions for Coronado Cays Wharfage Area is hereby restated as follows:

ARTICLE I

USE

1. Wharfage Uses: The Wharfage Area shall be used only for the purpose of construction and use of as a wharf or wharves and boat slips, or other similar structures for the purposes of storage or other accommodation of Sublessees' private boats for noncommercial, recreational purposes only. No houseboat may be used or stored in the Wharfage Area. No boat shall be used as a residence and no boat shall be lived in while in the Wharfage Area.
2. CC&R's and Lease Integrity: Nothing shall be done or kept in the Wharfage Area which would be a violation of the Coronado Cays CC&R's or of the terms of said Lease between the San Diego Port Authority and Coronado Cay Company.
3. Structural Alterations: There shall be no structural alteration, construction or removal of any wharf, boat slip or other structure in the Wharfage Area without the prior written approval of the Wharfage Area Committee (except as provided in Article II, Section 3 below).

ARTICLE II

1. AECC Authority: The Architectural and Environmental Control Committee established under Article VII of the Coronado Cays CC&R's, may also serve ex officio as the Wharfage Area Architectural Control Committee ("Wharfage Area Committee").
2. Duties: The Wharfage Area Committee, or the AECC sitting as the Wharfage Committee, shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to Article I, and perform such other duties as from time to time shall be assigned to it by the Board of Directors of Coronado Cays Homeowners Associations ("Board"). The Wharfage Area Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the location indicated will not be detrimental to the appearance of the Wharfage Area or Coronado Cays as a whole and that the appearance of any wharf, boat slip or other structure affected thereby will be in harmony with the surrounding wharves, boat slips and other structures. The Wharfage Area Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Wharfage Area Committee may also issue rules or guidelines setting forth additional factors that it will take into consideration in reviewing submissions.

3. City of Coronado Specifications – Exhibit B: Any wharf, boat slip or other structure constructed in conformance with the specifications of Exhibit “B”, as Exhibit “B” may from time to time be amended by the Wharfage Area Committee, shall be deemed to have the approval of the Wharfage Area Committee. Such amendments to Exhibit “B” need not be recorded and shall be binding upon all Sublessees upon adoption by the Wharfage Area Committee.

4. Meetings and Votes: The Wharfage Area Committee consisting of five (5) members shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of any three (3) members of the Wharfage Area Committee shall constitute an act by the Wharfage Area Committee.

5. No Waiver of Right to Withhold Approvals: The approval by the Wharfage Area Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval or consent of the Wharfage Area Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

6. Limitation of Liability: Neither the Wharfage Area Committee nor any member thereof shall be liable to the Coronado Cays Homeowners Association, or to any Owner or Record Owner (as defined in the Coronado Cays CC&R's) for any loss, damage, or injury arising out of, or in any way connected with, the performance of the Wharfage Area Committee's duties hereunder unless due to the willful misconduct or bad faith of the Wharfage Area Committee.

ARTICLE III

MAINTENANCE

1. Responsibility for Maintenance of Improvements: Any construction, alterations or additions recommended for approval by the Wharfage Area Committee and approved by the Board shall be the maintenance responsibility of the owner who obtains such approval.

2. Repair and Maintenance Rights: Each Owner, Sublessee or assignee shall at all times keep the wharf, boat slip and all other structures within the area sublet to him in an appropriate state of repair and maintenance, in keeping with the character of the community. If such condition is not maintained, the Wharfage Area Committee shall have the right at any time to authorize entry upon the property and to repair or repaint such structure to bring it to a neat and proper condition. The expense thereof shall become due and payable from such Owner, Sublessee or assignee to the Coronado Cays Homeowners Association within fifteen (15) days after written demand therefore.

ARTICLE IV

TERM

With respect to all Villages (except Condominium Villages), these Restrictions shall run until 2020, unless amended as herein provided. After 2020, these Restrictions shall be automatically extended for successive periods of ten (10) years each unless amended or extinguished by a written instrument executed by at least three-fourths (3/4) of the Record Owners (as defined in the Coronado Cays CC&R's) in Coronado Cays, and such written instrument is recorded in the official records of San Diego County, California. There shall be no expiration date of these Restrictions with respect to Condominium Villages, except upon partition thereof.

ARTICLE V

AMENDMENT

The provisions of these Restrictions may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Coronado Cays Homeowners Association certifying that such amendment has been approved by the vote or written consent of at least fifty-one percent (51%) of the Record Owners (as defined in the Coronado Cays CC&R's) in Coronado Cays, and such an amendment shall be effective upon its recordation with the San Diego County Recorder.

CERTIFICATION PURSUANT TO GOVERNMENT CODE SECTION 27361.7

CORONADO, CALIFORNIA
Place of Execution

I certify under penalty of perjury that this material is a true copy of the original material contained in this document

Date

Signature of Declarant

Type or Print Name

BEING A STRIP OF LAND 75,000 FEET IN WIDTH LYING PARALLEL TO AND NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE WITHIN THE CITY OF CORONADO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY BOUNDARY OF THOSE PORTIONS OF THE ISLAND OR PENINSULA DESCRIBED IN A DEED FROM J.D. AND A.B. SPRECKELS INVESTMENT COMPANY TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 1, 1932 IN BOOK 76, PAGE 284, ET SEQ, AND BOOK 80, PAGE 270 ET SEQ, OFFICIAL RECORDS OF SAID COUNTY WITH THE EASTERLY RIGHT OF WAY LINE OR SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY, AS DESCRIBED IN PARCEL 2 IN DEED FROM J.D. AND A.B. SPRECKELS COMPANY, DATED JUNE 25, 1947 AND RECORDED JANUARY 21, 1948 IN BOOK 2645, PAGE 333 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE AT RIGHT ANGLES TO THE RAILROAD AS LOCATED AND CONSTRUCTED AND ALONG SAID SOUTHERLY BOUNDARY ABOVE MENTIONED NORTH 74°31'50" EAST 40.393 FEET TO THE TRUE POINT OF BEGINNING; THENCE, FROM THE TRUE POINT OF BEGINNING HAVING LAMBERT COORDINATES NORTH 169,813.08 AND EAST 1,726925.47; THENCE SOUTH 41°17'40" EAST 33.38 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1440.00 FEET AND WHOSE RADIUS TO SAID POINT BEARS SOUTH 26°48'20"; WEST; THENCE SOUTHEASTERLY 763.70 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°48'20"; THENCE TANGENT TO SAID CURVE EAST 147.00 FEET; THENCE NORTH 83°51'30" EAST 491.00 FEET; THENCE NORTH 88°31'00" EAST 232.00 FEET; THENCE NORTH 68°59'00" EAST 200.86 FEET THENCE NORTH 78°46'00" EAST 249.28 FEET; THENCE

EXHIBIT A – PAGE 1

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SOUTH 26°11'00" EAST 131.50 FEET; THENCE SOUTH 48°37'00" EAST 84.00 FEET; THENCE SOUTH 37°11'00" EAST 36.40 FEET, THENCE SOUTH 13°55'00" EAST 56.15 FEET; THENCE SOUTH 32°00'00" WEST 18.88 FEET; THENCE SOUTH 77°18'00" WEST 47.65 FEET; THENCE SOUTH 70°52'00" WEST 38.00 FEET; THENCE NORHT 81°42'00" WEST 94.00 FEET; THENCE SOUTH 38°40'00" WEST 25.60 FEET; THENCE SOUTH 21°02'00" WEST 70.00 FEET; THENCE SOUTH 28°42'15" WEST 111.32 FEET; THENCE SOUTH 23°12'00" WEST 70.00 FEET; THENCE SOUTH 2°46'00" WEST 62.30 FEET; THENCE SOUTH 4°21'00" EAST 46.00 FEET; THENCE WOUTH 18°31'00" WEST 77.30 FEET; THENCE SOUTH 6°33'00" WEST 92.00 FEET; THENCE SOUTH 31°24'00" EAST 45.00 FEET; THENCE SOUTH 00°48'00" EAST 72.00 FEET; THENCE SOUTH 10°43'00" WEST 37.50 FEET; THENCE SOUTH 15°45'00" WEST 40.50 FEET; THENCE SOUTH 10°10'00" WEST 54.00 EAST 133.60 FEET; THENCE WOUTH 05°49'00" WEST 54.30 FEET; THENCE SOUTH 00°16'00" WEST 106.50 FEET; THENCE SOUTH 03°45'00" WEST 84.20 FEET; THENCE SOUTH 07°36'00" EAST 83.20 FEET; THENCE SOUTH 10°05'00" EAST 85.00 FEET; THENCE WOUTH 07°33'00" EAST 76.15 FEET; THENCE SOUTH 19°36'00" EAST 71.65 FEET; THENCE SOUTH 01°15'00" WEST 46.01 FEET; THENCE WOUTH 03°27'00" WEST 74.67 FEET THENCE WOUTH 09°56'00" EAST 110.18 FEET; THENCE WOUTH 20°25'00" EAST 104.50 FEET; THENCE SOUTH 13°

EXHIBIT A – PAGE 2

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22'00" EAST 147.00 FEET THENCE SOUTH 50.00 FEET; THENCE SOUTH 05°36'00" EAST 56.75 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1080.00 FEET AND WHOSE RADIAL TO SAID POINT BEARS SOUTH 62°21'20" WEST THENCE SOUTHEASTERLY 364.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°19'20"; THENCE, TANGENT TO SAID CURVE, SOUTH 46°58'00" EAST 122.00 FEET; THENCE SOUTH 66°23'00" EAST 126.00 FEET; THENCE SOUTH 72°37'00" EAST 122.20 FEET; THENCE SOUTH 79°47'00" EAST 118.40 FEET; THENCE SOUTH 48°50'00" EAST 89.65 FEET; THENCE SOUTH 72°26'00" EAST 155.80 FEET; THENCE SOUTH 41°27'30" EAST 83.88 FEET; THENCE SOUTH 30°07'09" EAST 57.82 FEET; THENCE SOUTH 15°12'24" EAST 164.02 FEET; THENCE SOUTH 86.00 FEET; THENCE SOUTH 00°34'53" EAST 127.14 FEET; THENCE SOUTH 30°49'04" WEST 179.36 FEET; THENCE SOUTH 42 °36'00" WEST 220.00 FEET; THENCE SOUTH 45°40'00" WEST 169.00 FEET; THENCE SOUTH 53°46'00" WEST 134.70 FEET; THENCE SOUTH 47°57'00" WEST 109.75 FEET; THENCE SOUTH 35°47'45" WEST 104.31 FEET; THENCE SOUTH 29° 12'00" WEST 70.00 FEET; THENCE SOUTH 35°32'00" WEST 60.00 FEET; THENCE SOUTH 44°34'00" WEST 600.00 FEET; THENCE SOUTH 60°34'00" WEST 44.75 FEET; THENCE SOUTH 76°59'00" WEST 102.00 FEET; THENCE SOUTH 26°14'00" WEST 78.00 FEET; THENCE SOUTH 13°04'00" WEST 185.00 FEET; THENCE SOUTH 30°00'00" WEST 75.00 FEET; THENCE SOUTH 09°29'40" WEST 107.44 FEET; THENCE SOUTH 11°11'00" EAST 120.00 FEET; THENCE SOUTH 17°37'00" WEST 220 FEET; THENCE SOUTH 11°12'00" WEST 257.40 FEET; THENCE SOUTH 07°24'00" EAST 54/50 FEET; THENCE SOUTH 00°48'00" EAST 179.00 FEET; THENCE SOUTH 01°44'50" EAST 126.92 FEET; THENCE SOUTH 10°30'00" EAST 129.50

EXHIBIT A – PAGE 3

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FEET; THENCE SOUTH 14°50'00" EAST 125.00 FEET; THENCE SOUTH 05°28'00" EAST 84.30 FEET; THENCE SOUTH 08°00'00" EAST 104.00 FEET THENCE SOUTH 09°26'00" EAST 256.50 FEET; THENCE SOUTH 09°30'00" EAST 88.20 FEET; THENCE SOUTH 22°50'00" EAST 78.39 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE SAID SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY. THE NORTHERLY TERMINUS OF SAID STRIP SHALL TERMINATE IN A LINE BEARING NORTH 52°45'40" EAST FROM THE TRUE POINT OF BEGINNING AND THE SOUTHERLY TERMINUS OF SAID STRIP SHALL TERMINATE IN A LINE BEARING NORTH 75°26'43" EAST FROM THE SOUTHERLY TERMINUS OF THE LAST MENTIONED COURSE THEREIN.

LOT 3A OF CORONADO CAYS ONE RECORDED IN MAP NO. 6180. LOTS 90A AND 90B OF CORONADO CAYS TWO RECORDED IN MAP 6181. LOTS 91A THROUGH 122A INCLUSIVE, 162A THROUGH 198A INCLUSIVE, AND 209A THROUGH 266A OF CORONADO CAYS THREE RECORDED IN MAP 6182.

EXHIBIT A – PAGE 4

CERTIFICATION PURSUANT TO GOVERNMENT CODE SECTION 27361.7

CORONADO, CALIFORNIA

Place of Execution

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

Date

Signature of Declarant

Type or Print Name

CORONADO CAY WHARFAGE AREA
MINIMUM STANDARDS FOR CONSTRUCTION
WITHOUT THE PRIOR APPROVAL OF
THE WHARFAGE AREA COMMITTEE

Any boat slips, floats, wharves or other structures within the Wharfage area which conform to the following standards, may be constructed without the prior approval of the Wharfage Area Committee. Whether any structure in fact conforms to the following standards shall be determined by the Wharfage Area Committee.

1. Freeboard of Boat Slips. The boat slip design shall provide slip floatation that will display a freeboard ranging between 14 to 17 inches with dead load only. The floatation with 20 pounds per square foot deck live load added shall provide a minimum of 9 inches of freeboard. Buoyancy under gangway locations shall be sufficient to support the weight of a gangway without noticeable submergence.

2. Deck Surface. Timber decking shall be not less than 2 inches nominal thickness. Plywood decking shall be Marine grade with a minimum thickness of 5/8 inch. Sufficient nailing shall be provided to prevent warping of edges in all cases.

(a) Width of Decking. The head walk shall be a minimum width of 4 feet. Fingers less than 30 feet in length can be a minimum of 2 feet wide providing a 1-1/2 inch galvanized torque bar is used to prevent twisting. Fingers 30 feet to 40 feet shall be at least 3 feet wide, and 4 feet wide for fingers greater than 40 feet in length.

(b) Deck Fingers. Deck fingers shall be constructed and braced integrally with the head walk. Hinging of fingers will not be permitted.

3. Framing. All pontoons shall be securely boxed or cribbed in place by an overlap of at least 2 inches or secured mechanically. Before nailing down decking all bolts shall be checked and re-tightened. All splices shall be staggered a minimum of 4 feet.

4. Hardware. All hardware shall be hot-dip, galvanized or non-corrosive. Washers shall be used on all wood-bearing connections.

5. Painting of Lumber.

(a) Except in the case of Port Oxford or Alaskan Cedar decking wherein all cut ends shall receive two coats of pigmented paint, all other timber decking to be painted shall receive a prime coat on all sides and ends. The cover coatings shall consist of at least two coats of Grand-A Marine Enamel on all exposed surfaces. Stain may be used in place of paint, in which case only exposed surfaces will need the stain.

(b) Gangways. The deck surface of gangways shall be painted with a non-skid paint "Dura-Deck" manufactured by Butland Chemical Corporation, Manhattan Beach, California, or equal. Non-skid cleats may be used in lieu of non-skid paint.

6. Lumber Treatment. Lumber framing shall be pressure treated with waterborne preservatives as per American Wood Preservers Association Specification C2-latest year of approval. Brush all cut ends and bored holes with two coats of concentrated preservative solution before assembling.

7. Float Construction. Light weight concrete, Styrofoam, or plastic floatation will be permitted providing the following requirements are met:

(a) Light Weight Concrete Floatation. The concrete shall be a minimum strength of 3,000 pounds per square inch and shall be dense and waterproof concrete. All corners inside and outside shall be filleted or chambered, and if any reinforcing is used there shall be at least 1-1/2 inches of cover over all steel. Two acceptable light weight concrete products are manufactured by Huntington Engineering in Huntington Beach, California, and Associated Concrete Products in Costa Mesa, California. However, in exposed areas later enumerated, the Unicrete construction by Huntington Engineering must be designed to withstand tensile forces in the top cover; therefore, these areas will require a review of the design before starting construction. In these areas special attention shall be given to scouring the individual pontoons such as those made by Associated Concrete Products.

(b) Polystyrene Floatation. A minimum density of 1.5 pounds per cubic foot shall be maintained. Lower density beadboard products will not be acceptable. Extruded products such as Styrofoam with a "skin" protection shall have the end surfaces or any cut surfaces coated with Pacific Coatings (Puyallup, Washington), epoxy paint or equal. The end product shall be resistant to petroleum products. Any Polystyrene product, exclusive of Styrofoam, shall be able to demonstrate installations in San Diego Bay that have been free from bug or worm attack for a period of five years after installation.

(c) Plastic Floatation. Glas Dock, Inc. boat slips or equal will be permitted. The “or equal” construction must demonstrate a five-year satisfactory service record in similar exposures to the environments. Salt water installations will only be considered under this qualification.

8. Gangway Installation. Gangway widths shall be not less than 3 feet. Gangways shall be installed so that the maximum inclination at extreme low tide shall not exceed a 3:1 slope.

9. Electrical Conduit and Outlets. Electrical conduits shall be of heavy wall high impact Polyvinyl Chloride, bearing the seal of approval of the Underwriters Laboratories. Where any structural movement occurs there shall be flexible connections between the rigid conduits sufficiently long to prevent any stressing or straining of the conduit. All electrical work shall comply with the requirements of the local electrical code and the State of California Electrical Safety Orders or any other applicable requirements. In case of conflict, the most restrictive shall apply.

All switches and outlets shall be weatherproof.

10. Electrical Tests. All wiring shall be tested for continuity, short circuits and improper grounds. Conduits and all equipment shall be effectively and permanently grounded. Defects shall be corrected in a manner satisfactory to the Inspector.

11. Piling. Concrete piling shall have a minimum strength of 3,000 pounds per square inch. All reinforcing steel shall be covered by a dense concrete 3-inch minimum cover. Penetration shall be sufficient to resist lateral loads.

12. Areas More Exposed to Wave Action Requiring Special Attention to Construction. Boat slip installations at the exposed ends of The Point, Snadpiper Strand, Sixpence Way, and Green Turtle Road shall require special attention as to float hangar attachment to piling, bolting of framing, and security of floatation. Infrequent easterly winds can cause higher wave action and at a later date wakes from passing ships that will be using the second entrance can cause a long period wave which will cause extra strain on boat slips in these exposed areas.

Procedures to overcome rougher wave action.

1. Screw down decking.
2. Extra bolting at splices.
3. Extra securing of floatation to the framing.
4. In the case of Unifloat construction, prevent Tensile stresses from occurring in the Concrete by addition of special tie rods to Secure fingers to the main head walks.

13. General Appearance. All prominent features, such as hand railing, lockers and flag poles must be of first-class appearance. Sand all hand railings to a smooth finish, joints must be tight. Exposed surfaces shall be free of hammer marks. Corners and top edge of all exposed places shall be smoothly rounded off. Wrinkles or uneven surfaces on fiberglass shall not be acceptable.

CERTIFICATION PURSUANT TO GOVERNMENT CODE SECTION 27361.7

CORONADO, CALIFORNIA
Place of Execution

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

Date

Signature of Declarant

Type or Print Name

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