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**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
THE MANORS AT REDWOOD SHORES  
HOMEOWNERS ASSOCIATION, INC.**

**NOTICE OF RENTAL RESTRICTION**

**THIS DOCUMENT CONTAINS RESTRICTIONS WHICH MAY LIMIT YOUR  
ABILITY TO LEASE YOUR UNIT.**

Please note that The Manors at Redwood Shores Homeowners Association, Inc. has a twenty-five percent (25%) rental cap. Written approval of the Board is required to lease a Unit. You are directed to review the restrictions contained in Article 5 of these CC&Rs.

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**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF**  
**THE MANORS AT REDWOOD SHORES**  
**HOMEOWNERS ASSOCIATION, INC.**

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This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by The Manors at Redwood Shores Homeowners Association, Inc., a California nonprofit mutual benefit corporation (hereinafter sometimes referred to as the "Association").

**RECITALS**

A. WHEREAS, the Association is the successor in interest to R.S. LTD., which as Declarant, executed that certain Declaration of Covenants, Conditions and Restrictions of Manors at Redwood Shores Homeowners Association recorded on April 14, 1988, as Document No. 1988-044448, in the Official Records of San Mateo County, California (the "1988 Declaration").

B. WHEREAS, the 1988 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 parcel of real property located in the City of Redwood City, County of San Mateo, State of California, and more particularly described as follows:

All that certain real property as shown in that certain Subdivision Map entitled "The Manors Condominiums," recorded in the office of the Recorder of San Mateo County, State of California, on the 14<sup>th</sup> day of April 1988 in Book 118 of Maps at Pages 3 – 20, inclusive.

C. WHEREAS, Members, constituting at least seventy-five percent (75%) of the Members of the Association, desire to amend, modify, and otherwise change the 1988 Declaration, pursuant to Article XI, Section 4 thereof.

D. NOW, THEREFORE, pursuant to Article XI, Section 4 of the 1988 Declaration, Members constituting at least seventy-five percent (75%) of the Members of the Association, do hereby declare that the aforesaid 1988 Declaration, be and hereby is, AMENDED AND RESTATED IN ITS ENTIRETY as set forth within this Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Manors at Redwood Shores Homeowners Association, Inc. This Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Manors at Redwood Shores Homeowners Association, Inc. supersedes all previously recorded Declarations of Covenants, Conditions and Restrictions of The Manors at Redwood Shores Homeowners Association, Inc.

E. IT IS FURTHER HEREBY DECLARED that all of the real property described herein constitutes a condominium project within the meaning of *Civil Code* section 4125.

F. IT IS FURTHER HEREBY DECLARED that all of the real property described herein is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the said real property and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the said real property and any part thereof.

G. IT IS FURTHER HEREBY DECLARED that all of the covenants, conditions, and restrictions herein set forth 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 of any interest therein and their heirs, successors, and assigns.

## ARTICLE 1

### DEFINITIONS

1.1 Additional Charges. "Additional Charges" shall mean all costs, fees, charges, and expenditures including, without limitation, interest, late charges, attorneys' fees, recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of Assessments, fines, and/or penalties.

1.2 Annual Assessment. "Annual Assessment" shall have the meaning set forth in Section 8.6. The "Annual Assessment" may also be called "Regular Assessments."

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AMENDED AND RESTATED DECLARATION  
THE MANORS AT REDWOOD SHORES HOMEOWNERS ASSOCIATION, INC.

1.3 Architectural Review Committee. "Architectural Review Committee" and "ARC" shall mean the Architectural Review Committee, if any, created pursuant to Article 7 of this Declaration and Article VIII of the Bylaws.

1.4 Articles. "Articles" shall mean the Articles of Incorporation of The Manors at Redwood Shores Homeowners Association, Inc., as they may be amended from time to time, and as filed with the Office of the Secretary of State of California.

1.5 Assessments. "Assessments" shall mean any or all of the following: Annual Assessment, Special Assessments, and Reimbursement Assessments.

1.6 Association. "Association" shall mean The Manors at Redwood Shores Homeowners Association, Inc., its successors and assigns.

1.7 Board of Directors. "Board of Directors" or "Board" shall mean the governing body of the Association.

1.8 Bylaws. "Bylaws" shall mean the Amended and Restated Bylaws of The Manors at Redwood Shores Homeowners Association, Inc. and any duly adopted amendments thereto.

1.9 Capital Improvement. "Capital Improvement" shall mean the original construction of an improvement that did not previously exist, as distinguished from the repair, upgrade, or replacement of an existing improvement.

1.10 City. "City" shall mean the City of Redwood City, California.

1.11 Civil Code. "Civil Code" shall mean the California Civil Code as amended from time to time.

1.12 Common Area. "Common Area" shall mean all real and personal property, improvements and air space comprising the Development which are owned by all of the Owners in common but excluding the Units, including but not limited to: mailboxes; exterior lighting; swimming pool and all swimming pool equipment; pool area including restrooms, showers, hot tub and hot tub pergola; lagoon side dock; parking areas; private streets, street lighting and street signs; driveways and sidewalks; Common Area landscaping including green space bollards and benches; trellises; water feature; fire suppression risers, sprinkler systems (including sprinkler heads that protrude into the air space of a Unit) and related pipes; soffits; exterior building lighting; all Exclusive Use Common Area; roofs; gutters, downspouts, and roof drains; foundations; pipes; ducts; flues; chutes; conduits, wires; and other utility installations to outlets; utility and electrical boxes; bearing walls; columns; and girders to the unfinished surface thereto all regardless of locations within the Units.

1.13 Condominium. "Condominium" shall mean an estate in real property, as defined in *Civil Code* section 4125, consisting of an undivided interest in all or any portion of the Common Area together with a separate fee interest in a Unit and all easements appurtenant thereto as described in the Declaration or in the deed conveying a Condominium.

1.14 County. "County" shall mean the County of San Mateo

1.15 Deck. "Deck" shall mean a raised platform, typically enclosed by a railing, adjacent to the upper level of a Unit, the exclusive use of which is set aside, allocated, assigned and/or restricted to the exclusive use of the Residents of the Unit to which it is adjacent. Decks are Exclusive Use Common Area, identified on the Map by the letter "D."

1.16 Declaration. "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Manors at Redwood Shores Homeowners Association, Inc., recorded in the Office of the County Recorder of San Mateo County, California, and any amendments thereto. The Declaration may also be referred to as the "CC&Rs."

1.17 Development. "Development" shall mean all of the real property described in this Declaration which comprises The Manors at Redwood Shores Homeowners Association, Inc. condominium development, including all structures and other improvements located at any time upon or adjacent to said real property and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.18 Exclusive Use Common Area. "Exclusive Use Common Area" shall mean any portion of the Common Area the exclusive use of which is set aside, allocated, assigned, and/or restricted to the exclusive use or possession of the Residents of a particular Unit and/or which exclusively serves a particular Unit, including, without limitation: Patios (designated as "PA" as shown on the Map); Decks (designated as "D" as shown on the Map); Porches (designated as "P" as shown on the Map); detached Garages (designated as "G" as shown on the Map) including Garage doors and Garage door openers and any hardware incident thereto; chimneys, chimney caps and flues; heating and/or air conditioning ducts exclusively serving a particular Unit; and internal and external telephone, broadband and other telecommunications wiring and cabling exclusively serving a particular Unit.

1.19 Garages. "Garage" shall mean an enclosed space located, established and designed for the parking of motor vehicles. Some Units contain Garages. Detached Garages, located in the Common Area, are assigned and/or restricted for the exclusive use or possession of the Residents of a particular Unit;

therefore, Detached Garages are Exclusive Use Common Area identified on the Map by the letter "G."

1.20 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration, and Rules for The Manors at Redwood Shores Homeowners Association and the Articles of Incorporation, Bylaws, and Declaration for Redwood Shores Owners Association adopted by the Board and distributed to the Members.

1.21 Maintenance. "Maintenance" or to "maintain" (whether the term is capitalized or not) shall mean the act of caring for property, preserving it from failure or deterioration, including but not limited to painting, caulking, cleaning, and minor, non-structural upkeep.

1.22 Map. "Map" shall mean the Subdivision Map entitled "The Manors Condominiums," recorded in the office of the Recorder of San Mateo County, State of California, on the 14<sup>th</sup> day of April 1988 in Book 118 of Maps at Pages 3 – 20, inclusive.

1.23 Majority of a Quorum. "Majority of a Quorum" shall mean a majority of the votes cast in any lawful vote or election by the Members in which the number of votes cast equals or exceeds the number required to establish a quorum.

1.24 Master Declaration. "Master Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Redwood Shores Owners Association (A Master Facility), recorded in the Office of the San Mateo County Recorder, on February 13, 1981, as Serial Number 14180-AS.

1.25 Member. "Member" shall mean an Owner.

1.26 Mortgage. "Mortgage" shall mean a deed of trust as well as a mortgage in the conventional sense.

1.27 Mortgagee. "Mortgagee" shall mean a beneficiary under a deed of trust as well as under a Mortgage. A "first" Mortgage is one having priority as to all other Mortgages encumbering the same Condominium or other portions of the Development.

1.28 Owner. "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Condominium which is a part of the Development.

1.29 Patio. "Patio" shall mean a ground level improvement made of concrete or comparable material typically enclosed by a fence and/or plant material (such as a hedge), adjacent the ground level of a Unit, the exclusive use of which

is set aside, allocated, assigned and/or restricted to the Residents of the Unit to which it is adjacent. The term "Patio" as used herein shall include any enclosed yard area even if a concrete Patio is not present. Patios are Exclusive Use Common Area, identified on the Map by the letters "PA."

1.30 Plan. "Plan" is synonymous with the term "Map."

1.31 Porch. "Porch" shall mean a ground level improvement adjacent to the ground level of a Unit, the exclusive use of which is set aside, allocated, assigned and/or restricted to the exclusive use of the Residents of the Unit to which it is adjacent. Porches are Exclusive Use Common Area, identified on the Map by the letter "P."

1.32 Reimbursement Assessments. "Reimbursement Assessments" shall have the meaning set forth in Section 8.9.

1.33 Repair. "Repair" (whether the term is capitalized or not) shall mean the minor restoration of property that is torn, broken, or otherwise damaged, or has sustained wear, tear, or deterioration such that minor restoration is necessary.

1.34 Replacement. "Replacement" or to "replace" (whether the term is capitalized or not) shall mean substantial reconstruction, restoration, or substitution of the whole or a substantial part of property that has been damaged or destroyed through usage or through hazard or catastrophe such that it is no longer useable or serviceable in its current condition.

1.35 Resident. "Resident" shall mean any person who resides in a Unit within the Development whether or not such person is an Owner as defined in Section 1.28 above.

1.36 Rules. "Rules" shall mean the rules, regulations and policies governing the use, occupancy, management, administration, and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time.

1.37 Special Assessments. "Special Assessments" shall have the meaning set forth in Section 8.7.

1.38 Total Voting Power. "Total Voting Power" shall mean the total of forty-nine (49) votes allotted to all of the Members.

1.39 Unit. "Unit" shall mean the elements of a Condominium that are not owned in common with the other Owners of Condominiums within the Development. Each Unit is an individual residence shown as a separately designated and numbered area on the Plan. Each Unit consists of the interior air

space bounded by and contained within the interior unfinished surfaces (which unfinished surfaces shall not include paint, paper, wax, tile, enamel or other finishes) of the perimeter walls, bearing walls, floors, fireplaces, ceilings; exterior doors, door frames, door screens, and hardware incident thereto; window systems (including all frames, glass, gaskets, screens, flashing and other waterproofing components and hardware incident thereto); and French doors (including all frames, glass, gaskets, flashing and other waterproofing components and hardware incident thereto). Each Unit further consists of the fixtures, cabinetry and appliances located within its boundaries and/or which exclusively serve the Unit including, without limitation: oven, range and fans; garbage disposal unit; dishwasher unit; refrigerators; freezers; washing machines, dryers and dryer vents; hot water heaters; lighting fixtures; heating and/or air conditioning units, condensers, and equipment; plumbing fixtures including bathtubs, sinks and wash basins, shower stalls, toilets, and metal plumbing fixtures (including diverters); telecommunications, internet and cable facilities; smoke alarms and carbon monoxide detectors; and interior partitions which are located entirely within the boundaries of the Unit they serve. Each Unit includes both the portion of the building so described and the air space so encompassed and attached Garages (including Garage doors) are part of the Unit to which they are attached. There are 49 Units in the Development.

## ARTICLE 2

### HOMEOWNERS ASSOCIATION

2.1 Management and Operation. The Association shall manage and operate the Development in accordance with the Governing Documents and California law. The Association shall have all of the powers set forth in the Governing Documents together with the general power to do any and all things that a nonprofit mutual benefit corporation may lawfully do under California law, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

2.2 Membership. Membership in the Association shall include, and shall be limited to, all Owners of any Condominium located within the Development. Membership shall be appurtenant to and may not be separated from ownership of a Condominium, and shall not be transferred, encumbered, pledged, alienated, or hypothecated in any way, except upon the transfer or encumbrance of the Condominium to which it is appurtenant. Any attempt to make a prohibited transfer is void. Upon any transfer of title to a Condominium including a transfer upon the death of an Owner, membership in the Association shall pass automatically to the transferee.

2.3 Voting. Only Members shall be entitled to vote, and only one vote shall be cast for each Condominium, as more particularly set forth in the Bylaws.

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2.4 Board of Directors. The affairs of the Association shall be managed by or under the direction of a Board of Directors the members of which shall meet the qualifications as set forth in the Bylaws. Directors shall be elected or appointed as provided in the Bylaws.

2.5 Association Rules. Subject to *Civil Code* section 4340 *et seq.*, the Board of Directors shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such Rules as the Board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Association.

2.6 Assessments. The Association shall have the power and duty to levy and collect Assessments, as more particularly set forth in Article 8 of this Declaration.

2.7 Acquisition of Property. The Board, acting on behalf of the Association, shall have the power to acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, and maintain real or personal property in connection with the affairs of the Association; *provided, however*, that in any fiscal year acquisitions by purchase of items not included in the reserve budget shall not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, except upon the approval of at least a majority of the Total Voting Power of the Association. The foregoing Member approval requirement shall not apply to the acquisition of a Condominium by the Association via foreclosure.

2.8 Sale or Transfer of Common Area. Except as otherwise provided herein or by law, the Board of Directors shall not sell, lease, or otherwise transfer Common Area property without the approval of at least sixty-seven percent (67%) of the Total Voting Power.

2.9 Easements to Owners. The Board shall have the power to grant and convey easements, licenses for use and rights of way in, over, or under the Common Area or any portion thereof to Condominium Owners, for such purposes as the Board deems to be appropriate and not inconsistent with the purposes and interests of the Association, subject to the limitations set forth in the Governing Documents. Unless an exception as set forth in *Civil Code* section 4600 applies, the approval of a Majority of a Quorum shall be required before the Board may grant exclusive use of any portion of the Common Area to a particular Owner.

2.10 Safety and Security. Neither the Association nor the Board is responsible for ensuring the safety and security of the Association's Residents, guests or invitees. Neither the Association nor the Board has police powers.

2.11 City of Redwood City and Maintenance. Notwithstanding any other provision of this Declaration regarding maintenance responsibilities, the City of

Redwood City is hereby granted the right, but in no event the duty, to enforce the maintenance obligations of the Owners and the Association for the Common Area and private streets described in this Declaration, to the extent that the Common Area and private streets be maintained in a manner which complies with all applicable City, State and Federal ordinances, statutes, and regulations and which does not create or perpetuate nuisances, health or safety hazards. In the event of a breach of the maintenance provisions contained in this subsection, the City shall give written notice of such breach and the Association shall remedy such breach within thirty (30) days of receipt of such written notice by the City. The Association recognizes that it has the primary responsibility for enforcement of its maintenance responsibilities that are contained in this Declaration and unequivocally guarantees to institute and expeditiously prosecute any required legal action to obtain compliance with the provisions contained in this subsection. The City shall be entitled to all expenses of enforcement, including the enforcement by private legal counsel, and shall have the authority to lien the subject property (including individual Units of Owners if applicable) if the Association does not pay the City for all expenses of correction and enforcement. All funds obtained by lien or other legal proceeding by the City shall be utilized by the City to repay the City for the costs of correcting the breach after costs and expenses of enforcement are deducted. Notwithstanding the foregoing, no such amendment or modification to this Declaration which would affect the terms and provisions of this Declaration as it relates to the maintenance responsibilities of the Association (including maintenance of the Common Area and private streets), or which would terminate or materially impair the rights of the City as set forth in this Declaration shall be effective without prior written consent of the City of Redwood City as authorized by its City Manager.

### ARTICLE 3

#### OWNERSHIP RIGHTS AND EASEMENTS

3.1 Ownership of Condominium; Exclusive Easements. Ownership of each Condominium within the Development shall include: (i) a designated Unit; (ii) the respective undivided tenancy in common interest in the Common Area; (iii) a membership in the Association; and (iv) any exclusive easements or easements appurtenant to such Unit and such other easements as are applicable, all as described in the Declaration or in the deed to the Condominium. The undivided interests in the Common Area established in this Declaration cannot be changed. The undivided interests in the Common Area shall not be severed or conveyed separately from the respective Units to which they are appurtenant, and each such undivided interest shall in all cases be deemed to be conveyed or encumbered along with the respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. Any purported severance or separate conveyance of an undivided interest in the Common Area apart from

a conveyance of the respective Unit shall, for all purposes, be null, void, and unenforceable. In interpreting deeds, it shall be conclusively presumed that the then-existing physical boundaries of a Unit are its boundaries, rather than the metes and bounds or other description expressed in the deed, and regardless of any settling or lateral movement of buildings or minor variance between the boundaries shown on the deed, the Declaration and the actual existing physical boundaries.

3.2 Owners' Non-Exclusive Easements of Enjoyment. Every Owner of a Condominium shall have a non-exclusive easement of use of and enjoyment in, to, and throughout the Common Area of the Development for ingress, egress, and support over and through the Common Area; *provided, however,* such non-exclusive easements shall be subordinate to, and shall not interfere in any way with the exclusive easements, if any, appurtenant to Units over Exclusive Use Common Area. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Condominium, subject to the following rights and restrictions:

(a) The right of the Board of Directors to establish and enforce reasonable Rules governing the use of the Common Area and facilities thereon;

(b) The right of the Board to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area;

(c) The right of the Board to suspend an Owner's rights and privileges as a Member, including the right to use the recreational facilities, for any period during which any Assessment against such Owner's Condominium remains unpaid and/or for a violation of the Governing Documents of the Association;

(d) The right of the Board, as set forth in Section 3.12, to grant easements and rights of way in, on, over, or under the Common Area subject to the limitations set forth in Section 2.9 and *Civil Code* section 4600;

(e) The right of the Board to mortgage, pledge, encumber, or otherwise hypothecate the Common Area and facilities thereon as security for money borrowed by the Association, subject to any Member approval requirements set forth in this Declaration or the Bylaws; and

(f) The right of the Association or its authorized agents, as provided in this Declaration, to perform its obligations under this Declaration, including obligations with respect to construction, maintenance, repair, or replacement for the benefit of the Common Area or the Owners in common.

3.3 Acquisition of Ownership Interest. Any person who acquires title to a Condominium or any ownership interest within the Development must notify the Association of their acquisition of an ownership interest. Notice must be provided in writing, to the Association's managing agent, within thirty (30) days of the person's acquisition of an ownership interest.

3.4 Emergency Contact Information. Any person who acquires title to a Condominium or any ownership interest within the Development must provide the Association with a point of contact for the Residents within the Unit for use by the Association in the event of an emergency.

3.5 Delegation of Rights of Use and Enjoyment. Any Owner may delegate their rights of use and enjoyment, including easements, in the Development to the members of his household, tenants, guests and invitees, subject to the terms of the Governing Documents. Each Owner shall notify the Association's managing agent of the names of any tenants of such Owner's Unit. Each Owner or tenant shall also notify the Association's managing agent of the names of all members of their household to whom such Owner or tenant has delegated any rights of enjoyment in the Development as provided herein and the relationship which each such person bears to such Owner or tenant. Any rights of enjoyment delegated pursuant to this Section 3.5 are subject to suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents. Notwithstanding the above, a leasing or renting Owner shall be deemed to have delegated to tenants all rights of use and enjoyment of Common Area facilities. The renting and leasing of Units shall be subject to the provisions of Article 5 of this Declaration.

3.6 Common Area Construction. Except as may be authorized by the Board, no person or entity, other than the Association or its duly authorized agents, shall construct, reconstruct, refinish, alter, or maintain any improvement upon the Common Area, or shall make or create any excavation or fill upon the Common Area, or shall change the natural or existing drainage of the Common Area, or shall plant, remove, or destroy any seed, plant material, tree, shrub, or other vegetation upon the Common Area (with the exception of potted plants in Exclusive Use Common Area).

3.7 Mechanic's Liens. In the event there shall be recorded against the Common Area a Notice of Mechanic's Lien for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner within the Development or their Condominium, such Owner shall forthwith cause such lien to be discharged by payment, bond, or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying that unless the Owner causes the lien to be discharged within five (5) days from the date of such notice, the Board may cause the lien to be discharged. Within such five (5) day period, the Owner shall be permitted a hearing before the Board

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regarding the validity of such lien and any offsets or defenses thereto. At that time, the Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Association or the other Owners. If the Board of Directors determines that the lien does adversely and improperly affect and encumber such rights and interests and that adequate protection of such rights and interests has not been provided, the Board may cause the lien to be discharged by payment, bond, or otherwise. The Board shall have the right to levy a Reimbursement Assessment against the subject Owner for all amounts paid by the Association together with interest thereon at the legal rate and all costs and expenses incurred in connection with discharging a lien, including reasonable attorneys' fees.

3.8 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto and/or as between adjacent Units due to the unwillful placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon in accordance with the terms of the Declaration; *provided, however*, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, a tenant, or the Association.

In the event that a structure or any Unit is partially or totally destroyed and then repaired or rebuilt in accordance with the provisions of the Declaration, the Owners of each Unit agree that minor encroachments over adjoining Units shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist.

3.9 Utility Easements. Easements over and under the Development or any portion thereof for the installation, repair, maintenance, and replacement of electric, telephone, water, gas, and sanitary sewer lines and facilities, heating and air-conditioning facilities, cable, satellite or master television antenna lines, drainage facilities, walkways, and landscaping as may be hereafter required or needed to service the Development, are reserved by and shall exist in favor of the Association, together with the right to grant and transfer the same. The Association shall maintain all utility installations located in the Common Area except for those installations maintained by utility companies, public, private, or municipal. The Association shall pay all charges for utilities supplied to the Development except those metered or charged separately to the Units.

3.10 Easements Dedicated on the Map. There is a dedicated Public Service Easement (P.S.E.), and Emergency Access Easement (E.A.E) and a Storm Water Storage Easement (S.W.S.E.) as shown on the Map. However, the vehicular circulation system approved on the Plan shall remain irrevocably as "private streets"; *provided, however*, the City of Redwood City is hereby granted an irrevocable right of access over such vehicular circulation system.

3.11 Easements Granted by the Board. The Board shall have the power to grant and convey to any person or entity easements and rights of way, in, on, over, or under the Common Area for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkler and/or irrigation systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and for any other purposes deemed by the Board to be appropriate and not inconsistent with the purposes and interests of the Association; *provided, however*, that no such easements may be granted if such easement would interfere with the use, occupancy, or enjoyment by an Owner or Resident of any Unit and any existing exclusive easements over Common Area appurtenant thereto, if any, without the consent of the Owner(s) affected.

3.12 Partition Prohibited. There shall be no judicial partition of the Development, or any part thereof, nor shall any Owner or any person acquiring any interest in the Development or any part thereof seek any judicial partition thereof; *provided, however*, that if any Condominium is owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition by sale as between such co-tenants.

## ARTICLE 4

### USE RESTRICTIONS

4.1 Residential Use. Except to the extent permitted by Sections 4.3 and 4.4, below, Units shall be occupied and used for residential purposes only. The number of Residents per Unit shall not exceed two (2) individuals per bedroom plus one, so long as said limitation is not in conflict with any governmental regulation or ordinance.

4.2 Rental of Units. The rental or lease of any Unit within the Development shall be subject to the provisions of the Governing Documents and Article 5 of this Declaration.

4.3 Restriction on Businesses. Units and Exclusive Use Common Area shall be used for residential purposes only; and no part of the Development shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purpose. Notwithstanding the foregoing, Owners or Residents of the Unit may use any portion of a Unit as an office, provided that: the primary use of the Unit is as a residence; no advertising or signage is used in any manner in connection with the office use; no customers, clients or patients enter the Unit on any regular basis; and the use is in compliance with all local

ordinances. The Board shall have the authority to adopt Rules regarding the use of offices within the Development in order to maintain the residential characteristics of the Development.

4.4 Child Care Facilities. Child care facilities may be maintained in any Unit within the Development so long as they comply with all statutory and governmental requirements. The owner/operator of any permitted day care facility shall provide the Association with prior written notice as to its operation and comply with all local and state laws regarding the licensing and operation of a day care center and, in addition, shall:

(a) Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the day care center, as provided under *Health and Safety Code* section 1597.531. This Section 4.4(a) is intended to be and shall be conclusively deemed to be the written request to the operator or owner from the Association as specified in *Health and Safety Code* section 1597.531;

(b) Defend, indemnify and hold the Association harmless from any claim, demand, loss, liability, action or cause of action arising out of the existence and operation of the day care center;

(c) Abide by and comply with all of the Association's Governing Documents, including all Rules;

(d) Supervise and be completely responsible at all times for children for whom day care services are provided while they are within the Development; and,

(e) Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the center to these conditions, or other reasonable requests.

4.5 Offensive Conduct, Nuisances, Noise. No harmful or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable disturbance or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Common Area or the use and enjoyment of their Units. Without limiting any of the foregoing, no Resident shall permit noise, including but not limited to the barking of dogs, to emanate from the Resident's Unit, which would unreasonably disturb another Resident's enjoyment of their Unit or of the Common Area:

4.6 Use of the Common Area. All use of Common Area is subject to the Governing Documents and no modifications of any type shall be made to the

Common Area without the express written permission of the Board. The Common Area shall be kept free of rubbish, debris, and other unsightly or unsanitary materials. Each Owner shall avoid causing any damage to the Common Area. No portion of the Common Area, other than Exclusive Use Common Area, shall be monopolized by any Owner, group of Owners, Residents, or tenants without the prior written approval of the Board of Directors.

4.7 Hazards. There shall be no obstruction of any part of the Common Area. Nothing shall be done, placed, or kept within the Development that will increase the rate of insurance or result in the cancellation of insurance under any insurance policy obtained by the Association, or which will be in violation of any governmental statute, ordinance, rule, or regulation. Nothing shall be stored in the Common Area without the prior consent of the Board. Each Owner and Resident shall comply with all requirements of all federal, state, and local governmental authorities and all laws, ordinances, rules and regulations applicable to their Unit.

4.8 Requirement of Architectural Approval. As addressed in greater detail in Article 7, construction, installation, modification, or alteration of buildings, common systems (including plumbing, electrical systems and gas lines), outdoor structures (including outbuildings, tents, shacks, trailers, sheds or temporary buildings of any kind), landscaping, and outdoor lighting are subject to approval of the Architectural Review Committee and/or Board.

4.9 Animals and Pets.

4.9.1 Limitations on Animals and Pets. No animals or pets shall be kept, bred, or maintained within the Development for commercial purposes. A reasonable number of common domestic household pets (i.e., dogs, cats and birds in cages) may be kept in each Unit, subject to any Rules adopted by the Board.

4.9.2 Owner's Responsibility for Animals and Pets. While in Common Area, each dog must be restrained on a leash held by a responsible person capable of controlling it. No animal may be chained or otherwise tethered in Common Area, including Exclusive Use Common Area. The owner of each animal or pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such animal. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be strictly liable to the Association and all other persons for any injury or damage to persons or property caused by the animal or pet. The Owner shall indemnify the Association and its officers, Directors, and agents against any and all claims, damages, losses, demands, liabilities and expenses, including but not limited to attorney fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner, members of their household, guests, tenants, or invitees.

4.9.3 Rules. The Board may adopt and enforce Rules in addition to the provisions of this Section which may, among other things, include limitations on the number and size of animals and pets permitted. However, no such Rules shall require an Owner to dispose of or relocate an animal or pet that was permissible under the restrictions and Rules in effect at the time the animal or pet began living in the Development.

4.9.4 Board Authority. The Board shall have the right to prohibit the keeping of any animal which constitutes, in the sole and exclusive opinion of the Board, a nuisance or threat to persons, other animals, or property. Board action pursuant to this Section shall be effective only after a duly noticed hearing before the Board.

4.10 Trash Disposal. Trash, garbage, accumulated waste plant material, or other waste and refuse shall be deposited only in covered sanitary containers provided for that purpose by the garbage collection service. Such containers and dumpsters shall be concealed from view, subject to Rules adopted by the Board. No Owner or Resident shall permit or cause any garbage, trash, or other waste or refuse to be kept or accumulate upon any portion of the Common Area, except in such containers.

4.11 Construction Materials, Construction Debris. No portion of the Development shall be used for the storage of building materials unless approved by the Board or specifically authorized by the Rules. All construction debris shall be picked up and deposited daily in an appropriate container specifically designed for that purpose and provided by or on behalf of the Owner.

4.12 Machinery and Equipment; Vehicle Maintenance. Unless approved by the Board, no power machinery or equipment shall be permitted within the Development except as is customary and necessary in connection with approved construction and/or Residents' non-commercial use. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and any other relevant factors. No vehicle maintenance is permitted in the Development, with the exception of emergency work.

4.13 Signs, Banners, Flags. No sign of any kind shall be displayed to the public view from any portion of the Development except:

- (a) Signs required by legal proceedings;
- (b) Noncommercial signs or posters no larger than nine (9) square feet in size and noncommercial flags or banners no larger than fifteen (15) square feet in size, displayed on or in an Owner's Unit, and limited to the fullest extent permitted by *Civil Code* section 4710;

(c) A single sign of customary and reasonable dimension and design complying with the Association or Architectural Rules and reasonably located in a Unit advertising a Unit for sale or rent;

(d) Other signs which by law cannot be prohibited;

(e) A flag of the United States subject to any federal, state, City or County restrictions as to size and as to time, place, and manner of display;

(f) Signs approved by the Board located at or near any entrance to the Development identifying the Development;

(g) Signs required for traffic control and regulation of streets or open areas within the Development; and

(h) Signs on the Common Area as approved by the Architectural Review Committee and/or Board for a purpose reasonably related to the affairs of the Association.

4.14 Vehicles and Parking. Vehicles of Owners and Residents shall not be parked anywhere in the Development except wholly within the Garage assigned to the Owner or Resident's Unit and parking areas designated by striping on the pavement or other markings or devices. The Common Area spaces marked Resident/Visitor may only be utilized by Residents who are utilizing the Garage to full capacity and in compliance with Association Rules.

4.15 Prohibited Vehicles. No trailer, camper, mobile home, recreational vehicle, boat, golf cart or similar equipment or any commercial vehicle or truck other than a standard size pickup truck (i.e., one ton or less), shall be parked, kept, stored, or permitted to remain upon any area within the Development, other than wholly within a garage and temporarily in accordance with the Rules. All vehicles parked within the Development must have current registration and may not be dilapidated, inoperable, or abandoned. The term "commercial vehicle" shall not include any sedan or standard size pickup truck which is used for both business and personal uses, provided that any signs or markings of a commercial nature on such a vehicle shall be unobtrusive and inoffensive as determined by the Board.

4.16 Parking Enforcement; Parking Rules. In addition to the provisions of Sections 4.14 and 4.15, above, the Board shall have the power and authority to adopt, promulgate, and enforce parking Rules and shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such power shall include the power and authority to cause the towing, at the vehicle owner's expense, of vehicles which are parked

within the Development in violation of any of the provisions of the Governing Documents. Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents shall be assessed as a Reimbursement Assessment against the Owner responsible or whose household members, tenants, or guests are responsible for the presence of such vehicle. Parking Rules adopted by the Board may include, but are not limited to, restrictions on the length of time that vehicles may be parked in the Common Area, procedures regarding the registration of vehicles, and the issuance of parking permits or tags.

4.17 Garages. Each Owner and Resident shall keep their Garage in a sanitary and safe condition. Garages are to serve as the primary parking facility. No part of any garage shall be used for commercial purposes or converted to other use, such as sleeping quarters, without the prior written consent of the Board. In no event shall the garage area be used in a way that will preclude the parking of the Owner's or Resident's vehicles within the garage.

4.18 Sports Apparatus. No basketball standards (including portable basketball standards) or fixed sports apparatus shall be placed upon or attached to any portion of the Development without the written permission of the Architectural Review Committee and/or Board.

4.19 Mailboxes and Exterior Newspaper Tubes. There shall be no free-standing exterior mailboxes or newspaper tubes.

4.20 Satellite Dishes and Antennas. No outside mast, tower, pole, antenna, or satellite dish shall be erected, constructed, or maintained in the Development (including the Common Area, the outside of any building) except (i) those erected, constructed, or maintained by the Association, (ii) those expressly approved by the Board, (iii) those (if any) initially installed during the original construction of the Development by the Declarant, (iv) a free-standing antenna located within a Patio, Porch or detached Garage which does not extend outside the air space encompassed within the Patio, Porch or detached Garage, or (v) those antennas or satellite dishes which, by law, cannot be prohibited by the Association. Further, no radio antennas (including so-called "CB" or "ham" radio antennas) may be erected, constructed or maintained anywhere within the Development. The Board may adopt Rules regarding the installation and maintenance of antennas and satellite dishes and related wiring for all telecommunications devices.

4.21 Solar Energy Systems. Solar energy systems as defined in *Civil Code* sections 801.5(a)(1) and (2) are subject to prior architectural approval pursuant to Article 7. The Board may adopt Rules regarding the installation and maintenance of solar energy systems.

4.22 Outside Drying and Laundering. Clotheslines and drying racks as defined in *Civil Code* section 4750.10 are permitted as long as they comply with that section and the Association's Rules, and are installed in a backyard. Permanent structures designed to suspend a clothesline or serve as a drying rack are subject to prior architectural approval pursuant to Article 7. Nothing in this Declaration shall be deemed to authorize or permit any Owner to install any outside drying and laundering systems upon any portion of the Common Area other than an Exclusive Use Common Area backyard. The Board may adopt Rules regarding the installation and maintenance of outside drying and laundering systems. No other outside clothes washing, drying, or airing facilities shall be maintained in the Development.

4.23 Window Coverings. Drapes, window shades, and other window coverings installed in the windows of any Unit shall comply with any Rules adopted by the Architectural Review Committee and/or Board. In no event shall aluminum foil, newspaper, cardboard, blankets, paint or similar materials be placed in windows.

4.24 Roof Access. Owners, Residents, guests, invitees, vendors and agents are prohibited from accessing the roofs of the buildings housing the Units and/or Common Area components without the prior written consent of the Board.

4.25 Outbuildings. No outbuilding, tent, shack, trailer, shed, or temporary building of any kind shall be located within the Development except when specifically authorized by the Board.

4.26 Spas, Saunas and Hot Tubs. The installation of spas, saunas and hot tubs within the Development is strictly prohibited.

4.27 Connecting Two Units. The connection of two (2) Units is prohibited without prior written approval of the Board.

4.28 Drainage. No Resident shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the Development without the prior written approval of the Board.

4.29 Mineral Exploration. No Unit or any portion of the Common Area shall be used to explore or remove any water, oil, hydrocarbons, or minerals of any kind without the approval of the Board, and only if permitted by local ordinance.

## ARTICLE 5

### RENTING OR LEASING

5.1 Requirements for Renting. The term "Unit," as used in this Article, shall be deemed to include the Exclusive Use Common Area appurtenant to the Unit unless specifically noted. An Owner who wishes to rent their Unit shall:

(a) Complete an application for permission to rent as described in Section 5.10, below;

(b) Do so pursuant to a written lease or rental agreement. The lease or rental agreement shall be for an initial term of at least six (6) months and shall expressly provide that its terms are subject to all the provisions of the Governing Documents and that failure of the tenant, members of the tenant's household, invitees or guests to comply with applicable provisions of the Governing Documents shall constitute a breach of the terms of such lease or rental agreement;

(c) File a copy of the signed lease or rental agreement with the Board within ten (10) days after the lease becomes effective. The Owner may redact or blackout the financial terms (i.e., the amount of rent and security deposit) from the copy of the lease or agreement provided to the Board;

(d) Comply with the requirements set forth in Section 10.3, below, (entitled "Insurance by Tenant"), namely, recommend the tenant to obtain and maintain a "renter's policy" (also known as a "HO-4" policy) and, as applicable, provide to the Board a certificate from the tenant's insurer certifying that the recommended insurance under Section 10.3 has been procured and is in full force and effect;

(e) Provide the tenant(s) with a copy of the Governing Documents and any subsequent changes thereto;

(f) Notify the Board of the name of each tenant and of the members of the tenant's household; and

(g) Have the duty and responsibility to keep the Board apprised of their current address and telephone number.

5.2 Rental of Entire Unit. As used in this Article, the term "rent" shall mean leased, rented, or occupied, whether or not for compensation of any kind. No Owner shall rent or lease less than the entire Unit and the Exclusive Use Common Area appurtenant to the Unit except as permitted by Section 5.3, below. The preceding sentence is intended to prohibit the operation of a rooming house

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or similar operation within the Development. No Garage, accessory building or other facility shall be rented, leased, or hired to anyone who does not have the right of possession of the entire Unit, except as specifically provided in Section 5.15, below.

5.3 No Subletting or Short-Term Rentals; Roommates. No portion of any Unit shall be sublet nor shall any Owner lease or utilize a Unit for transient or hotel purposes. Owners are prohibited from offering all or part of any Unit for short-term rental (i.e., for a period of less than six (6) months), through Airbnb, VRBO or other similar websites or entities, or by any other rental agreement which includes as consideration payment of money, trade or barter of other goods or services, or conveyance of property occupancy rights. However, a Resident Owner may share their Unit with a roommate or other persons with whom the Owner maintains a common household and such persons may pay rent to the Resident Owner. An Owner shall be considered a "Resident Owner" if the Unit is the Owner's primary residence, as documented by at least two (2) of the following: motor vehicle registration, driver's license, voter registration, tax documents showing the Unit as the residence for purposes of a homeowner's tax exemption, or a utility bill. In such common household cases, the rental shall be subject to the minimum lease terms set forth in this Article, but shall not be considered a rental for the purposes of the restriction on the number of Units that may be rented, as set forth in Section 5.5, below.

5.4 Time-Share Arrangements Prohibited. No Unit shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time-sharing agreement, plan, program or arrangement, including, without limitation, any so-called "vacation license," "travel club," "extended vacation," or other membership or time interval ownership arrangement. The term "time-sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess any Unit in the Development rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time. This Section shall not be construed to limit the personal use of any Unit in the Development by any Owner or their or its social or familial guests.

5.5 Restriction on Number of Units Leased or Rented. Except as provided in Sections 5.7 and 5.8 below, not more than twenty-five percent (25%) (i.e., 13) of the Units within the Development shall, at any particular time, be leased or rented or occupied by anyone other than an Owner together with members of their household or temporary guests, such that at least 36 of the Units in the Development are Owner-occupied. For purposes of this Article, the following individuals shall be deemed Owner-occupants if the Unit is owned by an entity other than a natural person: (i) a Resident of a Unit who is a trustee or beneficiary

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under a trust if legal title to the Unit is in the name of the trustee(s) of the trust; (ii) a Resident of a Unit who is a shareholder with a majority shareholder interest in the corporation that owns the Unit; and (iii) for any other legal entity, any Resident who is a majority owner of the entity.

5.6 Legacy Status Units/Termination of Right to Rent. The limitation on the number of permitted rentals as set forth in Section 5.5 shall not apply to any Member who is an Owner of a Unit on the date this Declaration is recorded, but shall apply to any such Unit or Units upon transfer of title to such Unit (provided the exceptions set forth in *Civil Code* section 4740(b) do not apply), such that the Unit must be sold to an Owner-occupant and not for rental. For purposes of this Article 5, the right to rent a Unit shall not terminate for any of the reasons described in *Civil Code* section 4740(b), including but not limited to: transfers exempt for purposes of reassessment by the County tax assessor; probate transfers; and transfers exempt from the requirements to prepare and deliver a Real Estate Transfer Disclosure Statement.

5.7 Hardship Waivers. Upon written request of an Owner, the Board shall have the right, but shall not be obligated, to waive the limitation on the number of permitted rentals, change the order of priority of requests to rent, or modify the minimum lease term in cases of deserving and unusual hardship (for instance, a family illness requiring temporary relocation for treatment) provided: (i) each such waiver shall be for a limited term, not to exceed one (1) year; (ii) the Owner in question shall deliver to the Board a signed statement representing that they will retake possession and occupancy of the Unit as a Resident thereof upon the expiration of such limited term; and (iii) such waiver shall be subject to other conditions as the Board may determine, which conditions may include but shall not be limited to Board review and approval of the lease for such limited term. For purposes of this Section, a "hardship" shall not include an Owner's desire for a particular sales price or profit from an otherwise saleable Unit.

5.8 List of Rented Units. The Board shall maintain a list of all Owners currently leasing or renting a Unit, which list shall include: (i) the Owner's name and mailing address; (ii) the address of the rented Unit and the Owner's record date of ownership; and (iii) term of the lease.

5.9 Written Application for Permission to Rent; Waiting List. Any Owner desiring to lease or rent their Unit shall submit to the Board a written application for permission to rent on a form provided by the Board (the "Application"). The Application shall state: (i) the Owner's name, mailing address, and current telephone number(s); (ii) the Unit address and the Owner's record date of ownership; (iii) the proposed lease term; and (iv) such other information as the Board may reasonably require from time to time. The Owner shall have the right, upon written request delivered to the Association, to appear in person before the Board to discuss the request to lease or rent their Unit. The Board shall establish

and maintain a waiting list of the Applications, organized in the order of date received by the Board. An Owner may make a written request regarding the Owner's place on the waiting list.

**5.9.1 Review of Application to Rent.** Within thirty (30) days after receipt of the Application, the Board shall review and shall approve or deny the Application. Written notice of the Board's decision shall be transmitted to the requesting Owner and, if the request is denied, the notice shall specify the reason(s) for denial. If the Owner and their Unit have legacy status pursuant to Section 5.6, above, the Board shall approve the Application subject to the other conditions of this Article. If the Owner and their Unit do not have legacy status, the Board shall approve the Application unless doing so will increase the number of Units leased or rented within the Development to more than the number permitted under Section 5.5, or doing so will otherwise result in the violation of any provision of this Article or any other provision of the Declaration. When the number of Units leased or rented in the Development is less than the number permitted under Section 5.5, the Board shall authorize the Owner who submitted the earliest received Application to rent their Unit. When the number of Units leased or rented in the Development equals or exceeds the number permitted under Section 5.5, Owner Applications to rent shall be added to the waiting list maintained pursuant to Section 5.9.

**5.9.2 Reconsideration of Denied Application or Request for Hardship Waiver.** If an Application or hardship waiver request is denied, the requesting Owner shall have a right, upon written request, to reconsideration by the Board. Within ten (10) days after such reconsideration, the Board shall transmit its written determination to the requesting Owner and, if again disapproved, shall specify the reasons for such disapproval.

**5.9.3 Duration of Authorization to Rent.** Subject to the provisions of this Article, once an Owner who does not have legacy status pursuant to Section 5.6 obtains permission to lease or rent a Unit, that Owner shall have the right to continue renting that Unit to consecutive lessees or renters for consecutive terms without having to re-submit a request for permission to rent; provided such lease or rental is otherwise in compliance with the provisions of this Article 5 and is without interruption of more than thirty (30) days or, in the case of approved remodeling of the Unit, ninety (90) days and provided, further, that during such interruption in rental the Owner shall not reoccupy the Unit for a period exceeding sixty (60) days.

**5.9.4 Decision of Board Conclusive.** The decision of the Board of Directors in approving or denying an Application or hardship request shall be final and conclusive.

5.10 Implementation. Upon request from the Board after this Declaration is recorded, each Owner renting or leasing a Unit shall provide such information as the Board may reasonably require to implement the provisions of this Article 5, including but not limited to the names of the tenants and the members of the tenants' household and the duration of the lease. Upon request by the Board, such Owners shall also provide the Board with a statement signed by the tenants acknowledging that they have read and understand the Association's Governing Documents and will abide by the provisions contained therein.

5.11 Association as Third-Party Beneficiary. The Owner and the tenant(s) of any Units subject to this Declaration shall be conclusively deemed to have agreed that the Association is an intended third-party beneficiary to the contract between the Owner and the tenant(s); that failure of the tenant, members of the tenant's household, or guests to comply with the Governing Documents shall constitute a breach of the terms of the contract between the Owner and the tenant(s); and that the Association shall have the right but not the obligation to enforce the contract and to pursue every remedy available under the contract, under the Declaration, including but not limited to the rights granted pursuant to Section 5.12 below, or under the law, including eviction, to the same extent as the Owner of the Condominium. The Association's right to maintain an eviction action shall arise only in the event that: (i) the Association has given notice to the Owner detailing the nature of the infraction and the Owner has had a reasonable opportunity to take corrective action or to appear before the Board to present arguments against eviction by the Association, and (ii) the Owner has not taken action to prevent and/or correct the actions of the tenant giving rise to the damage or nuisance.

5.12 Assignment of Rents as Security for Payment of Liens. As security for the payment of all liens provided for under the Declaration, including those described in Section 8.2, each Owner hereby gives to and confers upon the Association the right, power, and authority during the continuance of such ownership to collect the rents, issues, and profits of the Owner's Unit, reserving unto the Owner the right, prior to any default by such Owner in performance of that Owner's obligations under the Governing Documents in payment of any indebtedness to the Association or in performance of any agreement thereunder including but not limited to those set forth in Section 8.2, to collect and retain such rents, issues, and profits as they may become due and payable. Upon any such default, the Association may at any time, upon ten (10) days' written notice to such Owner, then (either in person, by agent, or by a receiver to be security for such indebtedness) enter upon and take possession of such Owner's Unit or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any such indebtedness, and in such order as the Association may determine or as required

by applicable law. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default under the Governing Documents or invalidate any act done pursuant to this Declaration, including but not limited to imposition of a Reimbursement Assessment and any Additional Charges. The assignment of rents and powers described in this Section shall not affect, but shall in all respects be subordinate to, the rights and power of the holder of any first Mortgage on any Unit, or any part thereof, to do the same or similar acts.

5.13 Owner Responsible for Tenant's Actions; Indemnification of Association. Each Owner leasing or renting a Unit shall be responsible and strictly liable to the Association for the action of such Owner's tenant(s) in or about all Units and Common Area and for each tenant's compliance with the provisions of the Governing Documents. To the fullest extent permitted by law, every Owner of a Unit that is occupied by persons other than the Owner pursuant to a rental agreement or lease or otherwise, agrees to and shall indemnify and defend the Association, its Directors and agents and shall hold them harmless from and against any cost, loss, claim or damages of any kind, arising out of the conduct or presence of the occupants of the Unit, including but not limited to attorneys' fees, any claims for consequential damages, and any claims arising or alleged to arise out of the enforcement or non-enforcement by the Association of the Governing Documents with respect to such occupants. Any amounts owed pursuant to this Section may be assessed as a Reimbursement Assessment.

5.14 Owner Prohibited from Using Common Facilities While Unit Rented. Any Owner who leases or rents their Unit and does not currently reside in the Development shall not be entitled to use and enjoy any common facility during the period the Unit is occupied by a tenant or tenants.

5.15 Owner-Owner Leases. Notwithstanding any other provision of the Governing Documents, leases for the use of Garages between Owners ("Owner-Owner Leases") are permissible; *provided, however*, the Owner-Owner Lease is in writing and signed by all parties. There may be an unlimited number of Owner-Owner Leases. A copy of each such Owner-Owner Lease shall be provided to the Association within thirty (30) days of its execution.

## ARTICLE 6

### MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

6.1 Common Area. The Association shall provide maintenance, repair, and replacement of the Common Area and all facilities improvements, and landscaping thereon including but not limited to: all exterior building components; foundations; soffits; roofs, roof drains, gutters, and downspouts; fire suppression risers, sprinkler systems and pipes including sprinkler heads that protrude into the

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air space of a Unit; exterior lighting; bearing walls, columns, and girders to the unfinished surface thereof; mailboxes; private streets, street lights, driveways and sidewalks; parking areas; swimming pool and all swimming pool equipment; pool area including restrooms, showers, hot tub and hot tub pergola; storm drainage system; sanitary sewer system; landscaping in the parkway between the back of the sidewalks and the property line along Shannon Way where adjacent to the Development; the lagoon side dock; Common Area landscaping including green space bollards and benches; trellises; water feature; and utility facilities (except for those utility facilities which are maintained by public or private utility companies or agencies) and lines located outside the boundaries of a separate interest, keeping such property in good condition and repair. The Association shall not be responsible for the maintenance, repair and/or replacement of Exclusive Use Common Area except as specifically provided herein.

6.2 Exclusive Use Common Area. The Association shall provide maintenance, repair and replacement of Exclusive Use Common Area only as specifically set forth herein. Association responsibility for Exclusive Use Common Area does not eliminate Member obligations to maintain, repair and/or replace Exclusive Use Common Area as set forth below.

6.2.1 Detached Garages.

(a) Association Responsibility. The Association shall provide maintenance, repair and replacement of the exteriors of detached Garages. Additionally, the Association shall provide periodic painting of Garage doors.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, general upkeep and cleaning of Garage interiors. Each Owner shall also be responsible for the maintenance (with the exception of periodic painting), repair and replacement of Garage doors (both vehicle and pedestrian). Each Owner shall be further responsible for the maintenance repair and replacement of any system designed to open and/or close a Garage door, including but not limited to the Garage door hardware (including hinges, springs and mountings (including mounting track)), Garage door locks, Garage door openers, and the electrical system (including wiring, controls) for the Garage door opener. If the repair to any Garage door impacts or affects Common Area, the Owner must obtain the written approval of the Architectural Review Committee and/or Board, pursuant to Article 7, before proceeding with repairs or replacing any Garage door. The provisions of this Section shall not be construed to permit any interference with or damage to the structural integrity of any building.

#### 6.2.2 Patios.

(a) Association Responsibility. The Association shall provide maintenance, repair and replacement of any walls, fences or dividers (such as hedges) surrounding a Patio, including any walls, fencing or dividers that form the boundary between two Patio areas, but shall not have any responsibility for the Patio itself.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the Patio the exclusive use of which has been assigned to their Unit. Each Owner shall also be responsible for the maintenance, repair and replacement of any improvements in the Patio area, including but not limited to planting and landscaping, subject to Rules adopted by the Board.

#### 6.2.3 Decks.

(a) Association Responsibility. The Association shall provide maintenance, repair and replacement of Decks, including framing, railings, and walking surfaces.

(b) Owner Responsibility. Each Owner shall be responsible for the cleaning and general upkeep of the Deck appurtenant to their Unit. Each Owner shall also be responsible for the maintenance, repair and replacement of any improvements in the Deck area, including but not limited to planting and landscaping, subject to Rules adopted by the Board.

#### 6.2.4 Porches.

(a) Association Responsibility. The Association shall provide maintenance, repair and replacement of Porch structures and any walls surrounding a Porch.

(b) Owner Responsibility. Each Owner shall be responsible for the cleaning and general upkeep of the Porch appurtenant to the Unit. Each Owner shall also be responsible for the maintenance, repair and replacement of any improvements in the Porch area, including but not limited to planting and landscaping, subject to Rules adopted by the Board.

#### 6.2.5 Chimney, Chimney Caps and Flues.

(a) Association Responsibility. The Association shall provide maintenance, repair and replacement of the exterior surfaces of chimneys extending above the roofline and chimney caps.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the chimney flue, including periodic chimney sweeping. Each Owner shall also be responsible for the maintenance, repair and replacement of the fireplace and firebox in the Unit.

6.2.6 Heating and Air Conditioning Equipment and Ducts. Each Owner shall be responsible for the maintenance, repair and replacement of heating and duly authorized air conditioning equipment serving their Unit, including duct work and condensate lines (even if located outside the boundaries of the Unit). If the repair to any heating or duly authorized air conditioning equipment impacts or affects Common Area, the Owner must obtain the written approval of the Architectural Review Committee and/or Board, pursuant to Article 7, before proceeding with repairs and/or replacing any heating or duly authorized air conditioning equipment. The provisions of this Section shall not be construed to permit any interference with or damage to the structural integrity of any building.

6.2.7 Wiring and Cabling. Each Owner shall be responsible for the maintenance, repair and replacement of any telephone wiring exclusively serving the Owner's Unit, regardless of the location of such wiring. Each Condominium Owner shall also be responsible for the maintenance, repair and replacement of internal and external cable, broadband and other telecommunications wiring and cabling exclusively serving a particular Unit, regardless of the location of such wiring and cabling. If the repair to any wiring or cabling impacts or affects Common Area, the Owner must obtain the written approval of the Architectural Review Committee and/or Board, pursuant to Article 7, before proceeding with repairs or replacement. The provisions of this Section shall not be construed to permit any interference with or damage to the structural integrity of any building.

### 6.3 Units.

6.3.1 Units. Each Owner shall be responsible for providing maintenance, repair, and replacement of their Unit or any portion thereof, as defined in Section 1.39, including any equipment, utility facilities, fixtures, cabinetry and appliances located therein, and the finished surfaces of the interior floors, ceilings and perimeter walls of the Unit, in a safe, clean, sanitary, workable, and attractive condition, subject to the provisions of this Article 6 and Article 7.

#### 6.3.2 Attached Garages.

(a) Association Responsibility. The Association shall provide maintenance, repair and replacement of the exteriors of attached Garages. Additionally, the Association shall provide periodic painting of Garage doors.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, general upkeep and cleaning of Garage interiors.

Each Owner shall also be responsible for the maintenance (with the exception of periodic painting), repair and replacement of Garage doors. Each Owner shall be further responsible for the maintenance repair and replacement of any system designed to open and/or close a Garage door, including but not limited to the Garage door hardware (including hinges, springs and mountings (including mounting track)), Garage door locks, Garage door openers, and the electrical system (including wiring, controls) for the Garage door opener. If the repair to any Garage door impacts or affects Common Area, the Owner must obtain the written approval of the Architectural Review Committee and/or Board, pursuant to Article 7, before proceeding with repairs or replacing any Garage door. The provisions of this Section shall not be construed to permit any interference with or damage to the structural integrity of any building.

#### 6.3.3 Window Systems.

(a) Association Responsibility. The Association's responsibility for window systems of Units shall be limited to the maintenance, repair and replacement of frames, flashing and other waterproofing components.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the glass, gaskets, casings and screens of the window systems of their Unit. Any voluntary replacement of window systems by Owners outside of any window system replacement by the Association shall be subject to Article 7 of this Declaration. Replacement of the entirety of a window system (i.e., replacement of a "window") by an Owner may occur under one of two conditions, and subject to the Board's discretion, as follows: (i) the Owner shall hire a licensed and insured contractor, as approved by the Board, to ensure that all components of the window systems, including but not limited to the frames, flashing and waterproofing components, are properly installed and integrated with the building envelope; or (ii) the Association shall hire a licensed and insured contractor to ensure that all components of the window systems including, but not limited to, the frames, flashing and waterproofing components, are properly installed and integrated with the building envelope. The Owner shall be responsible for all costs associated with voluntary replacement of window systems of the Owner's Unit, including any costs incurred by the Association in hiring a contractor; such costs may be collected via a Reimbursement Assessment.

#### 6.3.4 Exterior Doors.

(a) Association Responsibility. The Association's responsibility for exterior doors of Units shall be limited to the periodic painting of front doors, Patio doors and garage doors on a schedule to be determined by the Board.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the exterior doors, including the front door of their Unit and any French doors, including any locks, frames, keying, and/or weather-stripping subject to the rules of the Board. If the repair to any exterior door impacts or affects Common Area, the Owner must obtain the written approval of the Architectural Review Committee and/or Board, pursuant to Article 7, before proceeding with repairs or replacing any exterior door. The provisions of this Section shall not be construed to permit any interference with or damage to the structural integrity of any building.

6.3.5 Owner-Installed Smoke Detectors and Carbon Monoxide Detectors. The maintenance, repair and replacement of any Owner-installed smoke detectors and/or carbon monoxide detectors that are or that may in the future be located in a Unit shall be the sole responsibility of the Unit Owner. The Association shall not be responsible or liable for the consequences of any Owner's failure to install, test, maintain, repair, or replace any Owner-installed smoke detector or carbon monoxide detector installed in an Owner's Unit.

6.3.6 Hoses and Water Lines. Owners shall be responsible for the maintenance, repair and replacement of hoses to washing machines, refrigerators, dishwashers and hot water heaters and shall be strictly liable for any damage or loss resulting from broken, burst or leaking hoses.

6.3.7 Water Damage and Mold. Each Owner is responsible for water damage to their Unit, other Units, and/or the Common Area and mold in their Unit, other Units, and/or the Common Area: (i) caused by the Owner, Resident (including tenant), guests or invitees; or (ii) originating from one of the components, including but not limited to plumbing lines, plumbing-related fixtures, windows, and French doors, which the Owner is responsible for maintaining, repairing and replacing. Each Owner shall regularly inspect their Unit for plumbing leaks, water accumulation, water intrusion through windows, doors, and roofs, and signs of mold. Owners must periodically service and/or replace supply and drain lines to appliances, heating, venting and air conditioning ("HVAC") equipment, sinks, toilets and other components. Additionally, Owners must report evidence of plumbing leaks, water accumulation, water intrusion and/or mold to the Association upon discovery.

6.3.8 Compliance with Architectural Rules. An Owner's right and responsibility for maintaining, repairing or replacing any portions of their Unit and/or any Exclusive Use Common Area appurtenant to the Unit shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural control, including Article 7.

6.4 Other Components.

6.4.1 Fire Protection System.

(a) Association Responsibility. The Association shall provide maintenance, repair and replacement of the common fire suppression and alarm monitoring systems within the Development, not including Owner-installed smoke alarms and carbon monoxide detectors in individual Units.

(b) Owner Responsibility. Each Owner and Resident shall fully cooperate with the Association and its agents by permitting access to their Unit so the Association may inspect and perform any necessary maintenance on the fire protection system, including sprinkler heads that protrude into a Unit. Owners and Residents are prohibited from tampering with the fire protection system, including but not limited to sprinkler heads in a Unit. A Reimbursement Assessment may be levied against a Unit Owner to reimburse the Association for any costs incurred to repair damages to the fire protection system caused by a Unit Owner or their Resident, guest or invitee.

6.4.2 Hot Water Heaters. Each Owner shall be responsible for the maintenance, repair and replacement of hot water heaters and hot water equipment and water lines serving their Unit (even if located outside the boundaries of the Unit) and shall be strictly liable for any damage or loss resulting from a failed or faulty hot water heater. If the repair to any hot water heater impacts or affects Common Area, the Owner must obtain the written approval of the Architectural Review Committee and/or Board, pursuant to Article 7, before proceeding with repairs or replacement hot water heaters and hot water equipment and water lines serving their Unit. The provisions of this Section shall not be construed to permit any interference with or damage to the structural integrity of any building.

6.4.3 Dryer Vents. Each Owner is responsible for the maintenance, repair and replacement of dryer vents exclusively serving their Unit.

6.5 Reimbursement Assessments for Damage to or Caused by Owner-Maintained Components. If, in the course of performing its obligations to maintain, repair and replace, the Association and/or its agents discover damage to components not otherwise the responsibility of the Association, the Association has the right, but not the obligation to repair or replace the damaged component(s) for which the Owner is responsible. The Owner shall reimburse the Association for the cost of said repair or replacement, which may be levied as a Reimbursement Assessment.

If it is determined that the cause of damage to a component, the maintenance, repair and/or replacement of which is the Association's

responsibility, is a failed or improperly installed component (e.g., a window) for which the Owner is responsible, then the Association shall also have the right to replace the said component and may levy a Reimbursement Assessment against the Unit Owner to reimburse the Association for replacement costs as well as the costs to correct the damage resulting from that component.

6.6 Owner Modifications. In the event an Owner or Resident has modified or added on to a Unit or to a component that would otherwise be the responsibility of the Association and which increases the maintenance, repair and/or replacement cost to the Association, the Owner shall reimburse the Association for the increased cost, which may be levied as a Reimbursement Assessment. The Association may condition approval of a modification on an Owner assuming responsibility for increased maintenance costs associated with the modification. However, the Owner and their successors shall be responsible for payment of increased costs even in the absence of an express assumption of responsibility.

6.7 Limitation on Association Responsibility and Liability. Except as specifically provided in this Article 6, the Association shall not be responsible or liable for any maintenance, repair, or replacement of a Unit or any improvement therein, except to the extent that the need for such maintenance, repair or replacement results from the willful misconduct or gross negligence of the Association, its employees, contractors, or agents.

6.8 Repair of Damage Caused by Wood-Destroying Pests or Organisms and Other Pests. The Association shall bear the costs for the repair and maintenance of Common Area (including Exclusive Use Common Area) damaged by the presence of wood-destroying pests or organisms or other pests. However, if any of the maintenance and repair work referred to in this Section 6.8 is necessitated by the willful or negligent acts of the Owner, members of their household, guests, tenants or invitees, the costs of such maintenance or repairs shall be charged to, and paid by, the Owner as a Reimbursement Assessment. Residents shall cooperate with the Association to enable any fumigation work to be done promptly and effectively. Owners shall be responsible for all costs for food and lodging during the period during which the Unit is required to be vacated.

6.9 Modifications That Affect Structural Integrity or Common Systems. No Owner shall do anything in or about their Unit and/or Exclusive Use Common Area appurtenant to their Unit that will affect the structural integrity of the building in which it is located and/or the common systems, including but not limited to the plumbing, gas lines and electrical systems.

6.10 Owner Liability. In the event the need for any maintenance, repair, or replacement of a component which is otherwise the Association's responsibility is caused by the willful or negligent act or omission of an Owner or members of an

Owner's household, tenants, guests, invitees, or household pets, the cost of such maintenance, repair, or replacement, including the cost of materials, labor, supplies, and services, shall be charged to, and paid by, such Owner in the form of a Reimbursement Assessment. Owners shall be further responsible for any damage to Common Area or the Unit and improvements of another Owner which emanates from an Owner's Unit or Exclusive Use Common Area appurtenant to the Unit. The cost of any maintenance, repair or replacement of damaged components, including the cost of materials, labor, supplies, and services, shall be charged to, and paid by, the Owner responsible in the form of a Reimbursement Assessment. This provision shall apply regardless of the applicability of coverage provided by Association-maintained policies of insurance.

6.11 Availability or Applicability of Insurance Proceeds. The responsibilities for maintenance, repair and replacement as set forth in this Article 6 shall apply irrespective of the availability or applicability of insurance proceeds from the Association's blanket policy. In the event of a loss covered by the Association's blanket policy, the Owner(s) of the damaged Unit have the right to apply the proceeds to pay for repairs caused by the loss. However, the mere fact that the Association's master policy may provide coverage in the event of a loss does not relieve Owner(s) of the responsibilities and liabilities as set forth in this Declaration, including this Article 6.

6.12 Association's Right of Entry. The Association or its agents may enter any Unit or any portion of Exclusive Use Common Area which has been designated or assigned for the exclusive use of the Residents of a particular Unit, whenever there exists good cause for such entry, in the Board's discretion: (i) in connection with the performance of any maintenance, repair, construction, or replacement for which the Association is responsible or which it is authorized to perform; (ii) to mitigate damages; (iii) to inspect, as is reasonably necessary, the Unit and/or Exclusive Use Common Area appurtenant thereto to ensure compliance with the Governing Documents and/or determine whether maintenance, repair, construction or replacement is necessary; and/or (iv) for any other legitimate Association purpose. Neither the Association nor its agents, acting in good faith, shall be liable for trespass for entering a Unit and/or Exclusive Use Common Area under these circumstances.

6.12.1 Notice of Entry. The Association shall provide reasonable advance written notice of not less than forty-eight (48) hours, except in the event of an emergency.

6.12.2 Emergency Entry. In the event of an emergency, the Association or its agents may enter the Unit and/or Exclusive Use Common Area without notice. Such entry shall not constitute trespass or other wrongful act and neither the Association nor its agents shall be subject to liability to the Owner or Resident. Prior to entry in the event of an emergency, the Association shall make

a good faith effort to provide notice to the Owner and/or Residents as the exigencies of the circumstances permit.

6.12.3 Duty to Cooperate with Association. All Owners and Residents have a duty to cooperate with the Association to perform its responsibilities as set forth in this Declaration.

6.12.4 Duty to Vacate. Each Owner and Resident has the duty to vacate a Unit and/or Exclusive Use Common Area if required for treatment and/or repairs related to or resulting from termites, other pest infestations, and microorganisms, or as is necessary for the Association to perform work within the Unit and/or Exclusive Use Common Area. Owners shall be responsible for all costs for food and lodging during the period during which the Unit is required to be vacated.

6.12.5 Permit Access. Each Owner and Resident has the duty to permit access to the Unit and/or Exclusive Use Common Area to permit the Association to perform its responsibilities as set forth in this Declaration. Each Owner and Resident also has the duty to move (and store if necessary) personal property, including but not limited to furniture, vehicles, satellite dishes/antennas, and solar energy systems as is necessary to permit the Association and its agents to access the Unit and/or Exclusive Use Common Area to perform its responsibilities as set forth in this Declaration.

6.12.6 Failure to Cooperate/Vacate. In the event any Owner or Resident fails to vacate or provide access to a Unit and/or Exclusive Use Common Area or otherwise cooperate with the Association, the Association shall be authorized to levy a Reimbursement Assessment against the Unit Owner for all expenses incurred by the Association in obtaining access to the Unit and/or Exclusive Use Common Area, including but not limited to attorneys' fees (regardless of whether legal proceedings are instituted), locksmith costs, storage costs and moving costs. The Association is authorized to hire a locksmith to gain entry to a Unit or Exclusive Use Common Area.

6.13 Board Discretion. In addition to the authority granted to the Association in Section 6.12, above, to enter any Unit and/or Exclusive Use Common Area, the Board shall have the absolute discretion to determine whether any maintenance, repair, or replacement, which is the responsibility of an Owner, is necessary to preserve the appearance and value of the property within the Development or any portion thereof. If appropriate, and time and circumstances permitting and appropriate as determined by the Board in its sole discretion, the Board may notify an Owner of the work the Board deems necessary rather than arranging to have the work performed. In the event an Owner fails to perform such work within thirty (30) days after notification by the Board to the Owner the Board may, after written notice to the Owner, and the opportunity of a hearing before the

Board, cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment.

## ARTICLE 7

### ARCHITECTURAL REVIEW

7.1 Architectural Approval Required. The prior written approval of the Architectural Review Committee ("ARC") and/or Board is required for the following improvements and/or modifications.

7.1.1 Improvements and Modifications; Submission of Plans and Specifications. Except for improvements made or constructed by or on behalf of the Association, no window, exterior door, gas fireplace, any appliance change from gas to electric and/or that impacts the Common Area or any other Unit, building, fence, hedge, solar energy system, electric vehicle charging station, wall, obstruction screen, Deck, Patio, Patio cover, tent, awning, outdoor lighting, improvement or other structure of any kind and/or landscaping shall be commenced, erected, painted or installed within the Development, nor shall any exterior addition to or change, modification or alteration thereto be made until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same have been submitted to and approved in writing by the ARC and/or Board as provided in this Article 7. The approval of the ARC and/or Board is not required for potted plants in Exclusive Use Common Area Decks and Patios; however, approval is required for any in-ground landscaping modifications. The installation of spas, saunas and hot tubs is expressly prohibited.

7.1.2 Satellite Dishes and Antennas. No mast, pole, tower, antenna, receiver, transmitter or satellite dish, to the extent restricted by Section 4.20, may be commenced, erected or installed without the prior written approval of the ARC and/or Board as provided in this Article 7.

7.1.3 Solar Energy Panels. No installation or modification of a solar collector, solar panel, or other solar energy device or system in Common Area, including Exclusive Use Common Area, is permitted without the prior written approval of the ARC and/or Board as provided in this Article 7.

7.1.4 Common Systems. No addition and/or modification that impacts common systems (including but not limited to the plumbing, electrical systems, gas lines and sprinkler systems) shall be commenced, erected or installed within the Development until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same have been submitted to and approved in writing by the ARC and/or Board as provided in this Article 7.

7.1.5 Sprinkler or Irrigation Systems. No installation or modification of a sprinkler or irrigation system in Exclusive Use Common Area is permitted without the prior written approval of the Architectural Review Committee and/or Board as provided in this Article 7.

7.1.6 Equipment on Roofs or Exterior Walls. Without limiting the generality of Section 7.1.1, above, mechanical equipment, such as air conditioners, shall not be placed on or attached to any roof, exterior wall, Common Area and/or Exclusive Use Common Area without the prior written approval (including, without limitation, as to screening and installation) of the ARC and/or Board as provided in this Article 7.

## 7.2 Establishment of Architectural Review Committee.

7.2.1 Members. The Architectural Review Committee ("ARC"), if any, shall be composed of at least two (2) Members in Good Standing appointed by the Board of Directors. If an ARC is appointed, the Board may also appoint one alternate member who may be designated by the ARC to act as a member of the ARC in the absence or incapacity of any ARC member. ARC members shall serve one-year terms subject to the Board's power to remove any ARC member and to appoint their successor. Neither the members of the ARC nor its designated representatives shall be entitled to any compensation for service performed pursuant hereto.

7.2.2 Board May Serve as Architectural Review Committee. If at any time there shall not be a duly constituted Architectural Review Committee, the Board shall exercise the functions of the ARC in accordance with the terms of this Article 7. The ARC, if any, shall serve at the pleasure of the Board. The Board has the authority to delegate the authority to the ARC to act upon proposals or plans submitted to it; if such authority has not been delegated, the Board has the authority to accept, modify or reject the ARC's recommendations and shall make the final decisions on each request for approval.

7.2.3 Vacancies. In the event of a vacancy on the ARC, the Board shall have the full authority to appoint a new member.

7.2.4 Duties. It shall be the duty of the ARC, if any, to consider and act upon proposals or plans submitted to it pursuant to the terms of this Article 7, to perform other duties delegated to it by the Board, to carry out all other duties imposed upon it by this Declaration and act in accordance with *Civil Code* section 4765. The ARC, if any, shall serve at the pleasure of the Board. The Board has the authority to delegate the authority to the ARC to act upon proposals or plans submitted to it; if such authority has not been delegated, the Board has the authority to accept, modify or reject the ARC's recommendations and shall make the final decisions on each request for approval.

7.2.5 Meetings, Minutes, Reimbursement. The ARC, if any, shall meet as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the members of the ARC shall constitute an act by the ARC. The ARC shall keep and maintain a record of all actions/recommendations taken by or made by it at such meetings or otherwise. The ARC and its members shall be entitled only to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any ARC function.

7.3 Architectural Rules. Subject to the Board's approval and the requirements of *Civil Code* section 4350 *et seq.*, the ARC, if any, may propose, for adoption by the Board, Architectural Rules which may interpret and implement the provisions hereof by providing for any or all of the following:

(a) The standards and procedures for ARC and/or Board review, including the required content of application and procedures for obtaining preliminary approval of plans;

(b) Guidelines for architectural design, placement of any work of improvement or color schemes, exterior finishes and materials and similar features which are recommended or required for use in connection with particular improvement projects within the Development;

(c) The criteria and procedures for requesting variances from any property use restrictions or minimum construction standards that would otherwise apply to the proposed improvement under the Governing Documents. All variances shall be reviewed on a case-by-case basis with no precedent being established if a variance is granted in a particular instance and must be approved by the affirmative votes of a majority of the Board;

(d) Lists of repair projects and minor improvement projects that can receive final review and approval by the Architectural Review Committee, if any, without approval by the Board, so long as the project is undertaken in accordance with plans and specifications that are consistent with the Architectural Rules or the project involves use of an identical color or external material to the existing color or material and the new materials/colors are submitted to and reviewed by the ARC, if any;

(e) Notwithstanding the foregoing, no Architectural Rules shall be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Rules and this Declaration, the provisions of the Declaration shall prevail.

7.4 Application. Any Owner proposing to perform any work of any kind whatsoever, which requires prior approval pursuant to this Article 7, shall apply for

approval by notifying the ARC, if any, and/or Board, in writing, of the nature of the proposed work and furnishing such information and documentation as the ARC, if any, and Board may require.

7.5 Fees; Consultants. The ARC and/or Board may charge a reasonable fee or fees for its review of architectural or landscaping applications, drawings, plans, and specifications which may include the cost of retaining outside consultants including but not limited to architects, engineers, soils experts, or contractors. The costs of any such outside consultants may be levied against an Owner and their Unit as a Reimbursement Assessment. However, before a consultant is retained by the ARC and/or Board, the Owner will be informed in writing of the ARC and/or Board's intention to retain a consultant at the Owner's expense and the Owner will be given the opportunity to decide to pay the consultant's fee or decide not to pursue the improvement or modification. An Owner who withdraws their application shall do so without penalty, including fees.

7.6 Decisions on Architectural Applications. The Owner and, in the Board's discretion, other interested persons, may present information relevant to the requested approval. The decisions of the ARC and/or Board shall be made in good faith and shall not be unreasonable, arbitrary or capricious. The ARC and/or Board may employ subjective criteria and judgments in its/their review of and determination regarding plans and proposals submitted to it/them. The decisions of the ARC and/or Board shall be made from the perspective of the interest of the Development as a whole, including the coherence, value, attractiveness and aesthetic compatibility of all architectural designs and features in the Development, after consideration of all factors the Board determines to be relevant and after reasonable investigation consistent with the scope and circumstances of the proposal.

7.7 Grant of Approval. The Architectural Review Committee and/or Board shall grant the requested approval only if all the following conditions are met:

- (a) The Owner complied with the provisions of Section 7.4 above;
- (b) The plans and specifications conform to this Declaration and to the Architectural Rules in effect at the time such plans were submitted to the ARC, if any, and/or Board; and
- (c) The ARC and/or Board determine(s) that the proposed improvements would be consistent with the standards and aesthetics of the Development and the purposes of this Declaration as to: quality of workmanship, design and materials; harmony of exterior design with the existing improvements; structures and location with respect to topography and finished grade elevations.

7.8 Timing and Form of Approval. All approvals and rejections of requests for approval shall be in writing and shall be issued by the ARC and/or Board within sixty (60) days from the date of submission of a complete application to ARC and/or Board. If the ARC and/or Board fails to act on a request for approval within sixty (60) days from the date of submission of a complete application, the Owner shall be entitled to request internal dispute resolution, as described in Section 9.12.2, below, and *Civil Code* section 5900 *et seq.*; except that, in the case of an application for installation or use of a solar energy system subject to *Civil Code* section 714, any application that is not denied by the ARC and/or Board within forty-five (45) days from receipt of a complete application shall be deemed approved; and in the case of an application for installation or use of an electric vehicle charging station subject to *Civil Code* section 4745(e), any application that is not denied by the ARC and/or Board within sixty (60) days from receipt of a complete application shall be deemed approved. Owners are responsible for confirming receipt of an application by the ARC and/or Board. Oral approvals will be of no force and effect. If an application is rejected, the decision shall include an explanation of the decision of the ARC and/or Board and a notice describing the Owner's right to request reconsideration, if any.

7.9 Commencement. Within ninety (90) days of receipt of approval pursuant to Sections 7.7 and 7.8 above, the Owner shall satisfy all conditions thereof and diligently proceed with the commencement and completion of all work pursuant to said approval. If the Owner shall fail to comply with this Section, any approval previously given shall be deemed revoked unless the Board, upon written request of the Owner made prior to the expiration of said ninety (90) day period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted.

7.10 Completion. Unless shorter time is specified in the approval by the Association, the Owner shall complete the approved work within six (6) months after receipt of approval, except and for as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his agents. If an Owner fails to comply with this Section, the Board shall proceed in accordance with the provisions of Section 7.11, below, as though the failure to complete the improvements was a non-compliance with approved plans.

7.11 Inspection of Completed Work; Non-Compliance. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any installation, construction, reconstruction, alteration, or refinishing of the exterior of any improvements, or

upon the completion of any other work for which approved plans are required under this Article 7, the Owner shall give written notice thereof to the ARC and/or Board.

(b) Within sixty (60) days thereafter, the ARC and/or Board, or its duly authorized representative, may inspect such improvement to determine whether it was installed, constructed, reconstructed, altered, or refinished to substantial compliance with the approved plans. If the ARC and/or Board finds that such installation, construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying the particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

(c) If the Owner shall have failed to remedy such non-compliance upon the expiration of thirty (30) days from the date of such notification, the ARC and/or Board or other duly authorized representative of the Board shall notify the Board (as applicable) in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty (30) days nor less than fifteen (15) days after notice of the non-compliance is given to the Board by the ARC, if any, or the Board's duly authorized representative. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Board to the Owner, to the ARC, if any, and, in the discretion of the Board, to any other interested party.

(d) At the hearing, the Owner, the ARC, if any, and, in the Board's discretion, any other interested persons, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Board shall determine whether there is non-compliance, and, if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall 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 ruling. 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, at its option, may either remove the non-complying improvement or remedy the non-compliance and all expenses incurred in connection therewith shall be assessed against the Owner as a Reimbursement Assessment.

(e) If, for any reason, the ARC and/or Board fails to notify the Owner of any non-compliance within sixty (60) days after receipt of a notice of completion from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

7.12 Non-Waiver. The approval by the ARC and/or Board of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the ARC and/or Board under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

7.13 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Association by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Board), the Board shall cause to be recorded an estoppel certificate, certifying (with respect to any Condominium of said Owner) that as of the date thereof, either: (i) all improvements made and other work completed by said Owner comply with this Declaration, or (ii) such improvements or work do not so comply, in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such non-compliance. Any Owner, or anyone deriving any interest in a Unit through him or her, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association and all Owners and such persons deriving any interest through them.

7.14 Liability. Neither the ARC and/or the Board (or any member thereof) shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (iii) the development of any property within the Development; or (iv) the execution and filing of an estoppel certificate pursuant to Section 7.13, whether or not the facts therein are correct; *provided, however*, that the ARC and/or Board (or any member thereof) has acted in good faith on the basis of such information as may be possessed by it (or such ARC, if any, and/or Board member). Without in any way limiting the generality of the foregoing, the ARC, if any, and/or Board (or any member thereof) may, but is not required to, consult with or hear the views of any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the ARC and/or Board. Every purchaser, by acquiring title to a Condominium, agrees not to bring any action or suit against the ARC, if any, and/or Board (or any member thereof) seeking to recover any such damages.

7.15 Compliance with Governmental Requirements. The application to the Association and the review and approval of any proposals, plans, or other submittals shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which lies solely with the respective Owner, nor shall it constitute the assumption of any responsibility by or impose any liability on the ARC and/or Board (or any member thereof) as to the accuracy, efficacy, or sufficiency thereof. The

obtaining of a permit or other approval of a government agency shall not be a substitute for nor constitute compliance with the requirements of this Article 7.

## ARTICLE 8

### ASSESSMENTS AND LIENS

8.1 Covenant of Owner. Each Owner of a Condominium within the Development, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (i) Annual Assessments; (ii) Special Assessments; and (iii) Reimbursement Assessments levied by the Association as hereinafter provided, together with all Additional Charges.

8.1.1 Association's Power to Collect. Such deed or conveyance shall be deemed to vest in the Association the right and power to initiate all actions and procedures as the Board shall deem necessary or appropriate for the collection of such Assessments and Additional Charges and for the enforcement of the liens hereinafter provided for.

8.1.2 Each Assessment Is a Separate Obligation. Each Assessment levied by the Association under this Article 8, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind their heirs, devisees, personal representatives, successors, and assigns.

8.1.3 Obligation Runs with the Land. Such obligation to pay Assessments and Additional Charges and the right and power of the Association to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of record of any Condominium within the Development shall, in turn, become liable to pay all such Assessments and Additional Charges assessed during the time they are record Owner of such Condominium.

8.1.4 Owner's Liability After Transfer. After an Owner transfers fee title to any Condominium they own, they shall not be liable for any Assessments levied thereafter with respect to such Condominium. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. The seller of any Condominium shall continue to be liable for all Assessments and Additional Charges until a conveyance by deed of such Condominium is recorded in the Office of the County Recorder of San Mateo.

8.2 Creation of Lien. Each Assessment levied by the Association pursuant to this Declaration, together with all Additional Charges, shall be a charge

upon the land and upon levy shall be secured by a continuing lien upon the property against which such Assessment is levied. The Association shall have a separate lien and a separate lien is hereby created upon each Condominium to secure the payment of any such Assessments and Additional Charges as may be levied under this Declaration.

8.2.1 Continuing Lien. The lien provided for herein shall continue to secure all Assessments and Additional Charges levied upon any Condominium notwithstanding the transfer of record title to such Condominium, and any such transfer shall be subject to the Association's lien, provided that, prior to such transfer, a Notice of Delinquent Assessment has been recorded as provided in the Declaration and by law.

8.3 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively to pay for the costs of management and operation of the Development, to conduct the business and affairs of the Association, to promote the recreation, health, welfare, benefit, and interests of the Owners and Residents in the Development, and for the improvement and maintenance of the Common Area and, to the extent provided for in the Governing Documents or by law, of the Units situated within the Development.

8.4 Authority of the Board. The Board shall have the power and the duty to levy Annual, Special and Reimbursement Assessments sufficient to meet the Association's obligations under the Governing Documents and applicable law.

8.5 Association Funds. Unless otherwise determined by the Board, the Association shall maintain at least two (2) separate accounts in one or more banks or other depositories selected by the Board, which accounts shall be clearly designated The Manors at Redwood Shores Homeowners Association, Inc. Operating Account and The Manors at Redwood Shores Homeowners Association, Inc. Reserve Account. The Assessments collected by the Association shall be properly deposited into such accounts. The Assessments collected by the Association shall be held in trust by the Association for and on behalf of each Owner and shall be used for the purposes set forth in Section 8.3. The Board shall allocate a portion of said funds as collected for the annual maintenance and operation of the Development and another portion of said funds as collected as reserves for contingencies, replacement, and deferred maintenance of the improvements of the Development for which the Association is responsible, as specified in the annual budget. Upon sale or transfer of any Condominium by any Owner, the Owner's interest in the funds held in trust by the Association shall terminate and shall be deemed automatically transferred to the successor-transferee of such Owner.

## 8.6 Annual Assessment.

8.6.1 Calculation of Estimated Requirement. Not later than thirty (30) days nor more than ninety (90) days prior to the beginning of each fiscal year, the Board shall complete and distribute to all Owners an estimate of the net funds required by the Association for such fiscal year, including a reasonable amount to manage, administer, operate, and maintain the Development; to conduct the affairs of the Association; to perform all of the Association's duties in accordance with this Declaration; and allocated to contingencies and to a reserve fund for restoration, repair, and/or replacement of those components for which the Association is responsible and which must be repaired or replaced on a periodic basis.

8.6.2 Allocation of Annual Assessment. The Board shall allocate and assess the Annual Assessment equally among the Units by dividing the total amount of the Annual Assessment by the number of Units within the Development. Unless the Board shall designate otherwise, the Annual Assessment shall be levied on an annual basis and shall be paid in twelve (12) equal monthly installments during the fiscal year, and each installment shall be due and payable on the first day of each month.

8.6.3 Surplus Funds. If, at the end of any fiscal year, there is an excess of membership income over membership expenses as defined in Internal Revenue Code section 277 for the year ended, such excess shall be applied against the subsequent tax year's Assessments as provided in Internal Revenue Service Revenue Ruling 70-604, unless some other lawful disposition of such excess income is determined by the vote of the Members. .

8.6.4 Increases in Annual Assessment. Pursuant to *Civil Code* section 5605(b), except as otherwise provided by law, the Board shall not increase the Annual Assessment for any fiscal year above the amount of the Annual Assessment for the preceding fiscal year by more than twenty percent (20%) (or such other limitation on the increase as may be imposed by law), except upon the affirmative vote of a majority of Members voting on any such increase in the Annual Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of the Association (i.e., Members representing at least 25 Units), notwithstanding any lower quorum requirement set forth in the Bylaws.

## 8.7 Special Assessments.

8.7.1 Purpose of Special Assessments. If at any time during any fiscal year the Annual Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof or the unexpected repair, replacement, or reconstruction of improvements located in the Development, or if funds are otherwise required for any authorized activity of the Association, the Board may

levy a Special Assessment in the amount of such actual or estimated inadequacy or cost.

**8.7.2 Allocation of Special Assessments.** Special Assessments shall be allocated and assessed among the Condominiums in the same manner as Annual Assessments (i.e., equally among the Units by dividing the total amount of the Special Assessment by the number of Units within the Development). The Board, in its sole discretion, may allow Owners' portions of a Special Assessment to be paid in installments.

**8.7.3 Approval of Special Assessments.** Except in the case of an emergency situation as defined in *Civil Code* section 5610, in any fiscal year the Board may not levy Special Assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, except upon the affirmative vote of a majority of the Members voting on any such Special Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of the Association (i.e., Members representing at least 25 Units) notwithstanding any lower quorum requirement set forth in the Bylaws.

**8.8 Notice of Assessment Increases.** Upon the imposition of a Special Assessment or an increase in the Annual Assessment, notice shall be provided to each Owner, as required by law, not less than thirty (30) days and not more than sixty (60) days prior to the due date of the Assessment.

**8.9 Reimbursement Assessments.** The Association shall levy a Reimbursement Assessment against any Owner and their Unit if a failure by such Owner, or any person, or animal, for which the Owner is responsible, to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Association, specifically including attorneys' fees. A Reimbursement Assessment shall include any costs, including attorneys' fees incurred by the Association and costs of collecting from an Owner any amount which the Owner is obligated to pay to the Association. Imposition of a Reimbursement Assessment shall be effective only after a duly noticed hearing before the Board. Reimbursement Assessments shall be due and payable to the Association when levied and subject to the same enforcement procedures as Annual and Special Assessments, including lien and foreclosure.

**8.10 Failure to Fix Assessments.** The failure or omission by the Board to fix or levy any Annual Assessment provided for by the terms of this Declaration before the expiration of any fiscal year, shall not be deemed either a waiver or a modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay Assessments or any installment thereof for that or any subsequent year, but the amount of the Annual Assessment fixed for the

preceding fiscal year shall be the amount of the Annual Assessment for the ensuing fiscal year until a new Annual Assessment is levied.

8.11 No Offsets. All Assessments levied by the Board shall be payable in the full amount specified, including any Additional Charges imposed as provided by the terms of this Declaration, and no offsets against any such amounts shall be permitted for any reason whatsoever, including without limitation a claim that the Association has failed to properly exercise its duties of maintenance or enforcement.

8.12 Delinquent Assessments. Any installment or other portion of an Assessment not paid within fifteen (15) days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other Additional Charges. The Board, on behalf of the Association, may enforce the payment of any delinquent Assessment plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same, or by foreclosing the lien against the Owner's Condominium by judicial or non-judicial foreclosure, except as prohibited by law. Prior to recording a Notice of Delinquent Assessment, the Association shall provide notice to the Owner in accordance with *Civil Code* section 5660. Any demand or claim of lien or lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts due on account thereof. No procedures shall be initiated to foreclose the lien securing any Assessment levied under this Article 8 except as in accordance with *Civil Code* section(s) 5705, 5710 and 5720. Except as prohibited by law, upon the recording of the Notice of Delinquent Assessment referred to above, the Association may, at its option, declare the entire balance of all sums then due or to become due from the Owner, immediately due and payable, which total sum may then be included in any suit, action, or other procedure initiated to collect said sums, including all Additional Charges. Notwithstanding any other provision of this Declaration, the Association must comply with the requirements of the *Civil Code* when collecting delinquent Assessments.

8.13 Power of Sale. Each Owner does hereby appoint the Association as trustee to enforce and to foreclose any lien which is established pursuant to the terms of this Declaration, by private power of sale as provided by law, and does further grant to the Board of Directors, on behalf of the Association, the authority and power to sell the Condominium of such Owner in the event of any default in payment of any Assessments or Additional Charges levied against such Condominium, for lawful money of the United States, to the highest bidder, to satisfy said lien. The Association, as trustee for the remaining Owners, or any other Owner, may purchase the Condominium at said sale. The decision to record a lien and initiate foreclosure may only be made by the Board and may not be delegated.

8.14 Remedies Cumulative. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive; that is, the Association may use one or more or all of the available remedies to collect delinquent Assessments.

8.15 Certificate of Satisfaction and Release of Lien. Upon payment in full of a delinquent Assessment, including any Additional Charges, or the satisfaction thereof, the Board shall cause to be recorded, in the same manner as the Notice of Delinquent Assessment, a further certificate stating the satisfaction thereof and the release of the lien.

8.16 Priority. Except as otherwise expressly provided by law, the lien securing each of the Assessments provided for under this Article 8 shall have priority as of the date of recording of the original Declaration applicable to the Development over all other liens and encumbrances applicable to the Condominiums; *provided, however*, that such Assessment lien shall be subordinate to the lien of any first Mortgage or first deed of trust recorded against the Condominium; and provided, further, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such Mortgage or deed of trust, or pursuant to a power of sale contained in any such Mortgage. Such foreclosure sale shall not relieve such property from liability for any Assessments and Additional Charges thereafter becoming due, nor from the lien of any subsequent Assessment.

8.17 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Article 8, the benefit of any homestead or exemption laws of the State of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms of this Article 8.

8.18 Property Exempt from Assessments. The following property subject to this Declaration shall be exempt from the Assessments, Additional Charges, and liens created herein:

(a) All property dedicated to and accepted by San Mateo County or other local public authority and devoted to public use;

(b) Any Condominium which is owned by the Association as a result of the Association having acquired such Condominium through foreclosure; *provided, however*, that such exemption shall be applicable only during the period in which the Association is record Owner of such Condominium; and

(c) All Common Area.

## ARTICLE 9

### ENFORCEMENT

9.1 Violations as Nuisance. Every act or omission constituting or resulting in a violation of any of the provisions of the Governing Documents shall be deemed to constitute a nuisance and, in addition to any other remedies which may be available, such nuisance may be abated or enjoined by the Association; *provided, however*, that the Board shall not be obligated to take action to abate or enjoin a particular violation if, in the exercise of its discretion, the Board determines that acting to abate or enjoin such violation is not likely to foster or be in the best interests of the Association and its Members as a whole. Notwithstanding the preceding sentence and without limiting its generality, nothing in the Governing Documents shall be deemed to impose upon the Association, the Board, or the officers, employees, or agents of the Association a duty to intervene in any physical dispute or altercation or any criminal or alleged criminal activity other than to notify law enforcement officials. The Association, the Board, officers, employees or agents of the Association do not have police powers.

9.2 Violation of Law Is a Violation of Declaration. Any violation of a state, municipal or local law, ordinance or regulation pertaining to the ownership, occupancy, or use of any property within the Development is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

9.3 Owners' Responsibility for Conduct of Others and Damages. Each Owner shall be responsible for informing members of their household and their tenants and guests of the provisions of the Governing Documents, and shall be responsible for the conduct, activities, any Governing Document violation of any of them, and for any damage to the Development or the Association resulting from the negligent or intentional conduct of any of them or any household pets. If a Condominium is owned jointly by two (2) or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

9.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the Governing Documents through non-use of any Common Area facilities or by abandonment of their Unit.

#### 9.5 Rights and Remedies of the Association.

9.5.1 Rights and Remedies Are Cumulative. The Association, its Directors, officers, or agents, and any Owner shall have the right to enforce any and all provisions of the Governing Documents by any proceeding at law or in

equity, or through the use of such other remedies as are available and deemed appropriate by the Board. Each remedy provided is cumulative and not exclusive.

9.5.2 Imposition of Sanctions. In the event of a breach or infraction of any provision of the Governing Documents by an Owner, members of an Owner's household, or their tenants or guests, the Board shall have the power to impose a sanction against the Owner who is responsible as provided in Section 9.3 for such breach or infraction. A sanction may include but shall not be limited to a monetary penalty and/or the suspension of an Owner's rights as a Member of the Association, including an Owner's right to use the recreational or community facilities on the Common Area. Imposition of a sanction shall be effective only after notice and an opportunity for hearing. Any monetary penalty imposed pursuant to this Section shall not exceed the amount for each violation, as set forth in the schedule of monetary penalties adopted pursuant to *Civil Code* section 5850(a). Each Owner shall be obligated to pay costs incurred by the Association relating to violation of any provisions of the Governing Documents by such members of Owner's household, tenants, guests, pets, or other invitees. Sanctions may be enforced by the Association in any manner permitted by law.

9.5.3 Continuing Violations. In the case of a continuing violation, such as an uncorrected architectural violation, where an Owner, member of an Owner's household, or their tenants or guests fails to cease or remedy a violation after notice from the Board to do so, the Board may deem such a continuing violation and may impose separate and successive sanctions for each such violation without holding further hearings for each sanction.

9.6 Inadequacy of Legal Remedy. Except for the non-payment of any Assessment, a remedy at law to recover damages for the breach or violation of the Governing Documents is inadequate and the failure of any Owner or a member of the household of any Owner or an Owner's tenants, guests, or household pets or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Association or by any Owner, or by their respective successors in interest.

9.7 Limitation on Disciplinary Rights. The Association shall not have the power to cause a forfeiture or abridgment of a Member's right to the full use and occupancy of their Unit as the result of the failure by such Owner, members of such Owner's household, or their tenants, guests, invitees or household pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgment is the result of the judgment of a court of competent jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or sale under private power of sale for failure of such Owner to pay Assessments. The provisions of this Section shall not affect the Association's right to impose fines

or monetary penalties or to suspend an Owner's membership rights, as provided in the Governing Documents.

9.8 Disciplinary Rules. The Board may adopt Rules that further elaborate upon and refine procedures for conducting disciplinary proceedings and otherwise imposing sanctions upon Members of the Association for violation of provisions of the Governing Documents. Such Rules, when approved and adopted by the Board subject to *Civil Code* section 4340 *et seq.*, shall be deemed to be a part of the Association Rules provided for, in and constituting a part of the Governing Documents.

9.9 Investigation of Complaints. Upon receipt of a written complaint from an Owner or Resident, the Board shall conduct an investigation of the allegations in the complaint and shall make relevant findings upon which the Board shall base a decision to pursue or not pursue the matter.

9.10 Emergency Situations. The following shall constitute emergency situations with respect to enforcement of the Governing Documents: (i) an immediate and unreasonable infringement of or threat to the safety or peaceful enjoyment of Residents of the Development; (ii) a traffic or fire hazard; (iii) a threat of material damage to or destruction of the Development or any portion thereof; and (iv) a violation of any provision of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether the violation has occurred (such as parking violations). Notwithstanding any other provision of the Governing Documents, under circumstances involving conduct that constitutes an emergency, the Board or its duly authorized agents may undertake immediate corrective or disciplinary action and, upon request of the Owner as to whom such corrective or disciplinary action has been taken, or on its own initiative, conduct a hearing as soon thereafter as reasonably possible. If the Association acts on its own initiative to schedule a hearing, notice of the date, time and location of the hearing shall accompany the notice of the disciplinary action which is transmitted to the Owner. If the Board has not scheduled a hearing and the Owner desires a hearing, the Owner's written request for a hearing shall be delivered to the Association no later than five (5) days following the date when the notice of the Board's disciplinary action is transmitted to the Owner. The hearing shall be held not later than fifteen (15) days following the date of the Board's notice of the disciplinary action or fifteen (15) days following the receipt of the Owner's request for a hearing, whichever is later. If a hearing is scheduled or requested, any sanctions imposed or other disciplinary action taken by the Board shall be held in abeyance and shall become effective only if affirmed at the hearing.

9.11 Notices. Any notice of a meeting at which the Board will consider disciplinary action or enforcement shall be in writing and provided by personal delivery or individual delivery pursuant to *Civil Code* section 4040 and, at a minimum, set forth the date, time, and location of any hearing, a brief description

of the act or omission constituting the alleged violation of the Governing Documents, a reference to the specific Governing Document provision or provisions alleged to have been violated, and the sanction, disciplinary action, or other enforcement action being contemplated by the Board. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice to the affected Member; *provided, however*, that if notice is given by mail, it shall be sent by first-class mail, postage prepaid, sent to the most recent address for the affected Member as shown on the records of the Association.

#### 9.12 Dispute Resolution.

9.12.1 Alternative Dispute Resolution. Any dispute other than those listed in *Civil Code* section 5930(b) or those related to the power and duty of the Board of Directors to levy and collect Assessments through lien and foreclosure proceedings shall be submitted to alternative dispute resolution procedures ("ADR") as described in *Civil Code* section 5925 *et seq.* In the case of any claim, dispute, or controversy which is not otherwise subject to *Civil Code* section 5925 *et seq.*, involving a sum of money not in excess of the jurisdiction of the Small Claims Court, any party to the dispute shall have the right to file a claim in Small Claims Court and have the matter determined therein in lieu of ADR.

9.12.2 Internal Dispute Resolution. In addition to the ADR provisions of *Civil Code* section 5925 *et seq.*, the Association shall provide for Internal Dispute Resolution in any dispute regarding the rights, duties or liabilities under *Civil Code* section 4000 *et seq.*, the Nonprofit Mutual Benefit Corporation Law, or the Governing Documents. The procedure may be invoked by any party pursuant to *Civil Code* section 5900 *et seq.*

9.13 Non-Waiver. Failure to enforce any provision of the Governing Documents at any time shall not be deemed a waiver of the right to do so thereafter with respect to the same or any other violation of any provision of the Governing Documents.

9.14 Costs and Attorneys' Fees. In the event the Association shall take any action to enforce any of the provisions of the Governing Documents or shall determine that any Owner or Resident, member of their household, tenants, guests, invitees or household pets have violated any provision of the Governing Documents, and whether or not legal or judicial proceedings are initiated, the Association shall be entitled to recover the full amount of all costs including attorneys' fees and experts' fees incurred by the Association in responding to such a violation and/or in enforcing any Governing Document provision, to the extent permitted by law. In the event of a court awarding attorneys' fees, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith. The remedies of the Association to recover the amount of

such costs and attorneys' fees shall include, but shall not necessarily be limited to, the imposition of a Reimbursement Assessment as provided in Article 8.9 of this Declaration.

## ARTICLE 10

### INSURANCE

10.1 Insurance. The Board shall obtain and maintain the insurance policies as provided below.

10.1.1 General Provisions and Limitations. All insurance policies obtained and maintained by the Board on behalf of the Association shall be subject to and, where applicable, contain the following provisions and limitations:

(a) Named Insured. Unless otherwise provided in this Section, the named insured shall be the Association or its authorized representative, as a trustee for the Owners. However, all policies shall be for the benefit of Owners and their Mortgagees, as their interests may appear.

(b) Authority to Negotiate. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board.

(c) Subrogation. All policies shall include a waiver of subrogation by the insurer as to any claims against the Board, the manager, and/or the Owners.

(d) Primary Coverage. The policy or policies obtained by the Association will be primary to all other insurance.

(e) Cancellation/Modification. No policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association, except ten (10) days' notice shall be required for cancellation due to nonpayment of premium.

(f) Endorsements. All property insurance policies shall include: an agreed amount endorsement, if the policy contains a coinsurance clause; a replacement cost endorsement; and an inflation guard endorsement.

10.1.2 Types of Coverage. The following policies shall be obtained:

(a) Property Insurance. A blanket (or master) property policy with "causes of loss – special form" insurance covering all improvements within the Common Area (including Exclusive Use Common Area) in an amount

equal to the full replacement cost (without deduction for depreciation) of such improvements. The blanket policy shall also include coverage for all Units, including Building Code upgrades and post-original construction upgrades and improvements, but shall not include coverage for personal property. Any such blanket policy shall specify as insureds all Owners, their Mortgagees, and the Association as their respective interests may appear. Broader coverage may be approved by the Board, in its sole discretion.

(b) Liability Insurance. A commercial general liability policy with limits set by the Board but in no event less than those set forth in *Civil Code* section 5805. The policy shall include the Association, Board and Owners as insureds. If available, each policy shall contain a provision in which the rights of the named insured shall not be prejudiced with respect to any action by one named insured against another named insured.

(c) Workers' Compensation. Workers' compensation insurance to the extent necessary to comply with all applicable laws of the State of California or the regulations of any governmental body or authority having jurisdiction over the Development.

(d) Fidelity Bond. A fidelity bond or employee dishonesty policy naming the Board, the Owners, the Association and such other persons as the Board may designate as obligees, in an amount as required by law. This bond or policy shall extend coverage for acts of employees, agents, volunteers, the management company, and management company employees.

(e) Directors and Officers. A policy covering individual liability of Directors, officers and the Association for the negligent acts or omissions of the Directors and officers in an amount equal to at least the minimum amount specified in *Civil Code* section 5800. The policy shall include coverage for the acts of the agents of the Board and/or Association, including the management company and its employees and Association committee members and volunteers, if such coverage is available.

(f) Other Insurance. The Association may obtain other types of insurance as the Board determines to be necessary to protect the interests of the Owners.

10.1.3 Deductible. Owners shall be responsible to pay the deductible on any Association-maintained insurance applicable to a loss resulting from the conduct, omission or negligence of the Owner, Resident (including tenant), or their invitee or guest. The Association may collect the amount of any such deductible as a Reimbursement Assessment. The Association shall be

responsible for the deductible on Association-maintained insurance in all other instances.

10.1.4 Claims Submission. No Owner may make a claim to or put either the agent or any insurance company providing insurance to the Association on notice of any damages or claim relating to Association-maintained insurance. Claims may only be made by the Association via the Board of Directors or the managing agent if the Board delegates such authority to the managing agent.

10.1.5 Notice of Damage to Unit. Each Owner must notify the Association or its managing agent of any damage sustained to their Unit to which Association-maintained insurance may apply within twenty-four (24) hours of the time when the Owner knew or should have known of the damage. Any reduction in insurance coverage available or premium increase resulting from the failure to promptly provide notice of damage as required herein shall be the responsibility of the subject Owner and not the Association and may be subject to a Reimbursement Assessment.

10.1.6 Annual Review. The Board shall review the adequacy of all insurance, including the amount of liability coverage and the amount of property damage coverage, at least once every year. At least once every three (3) years, the review shall include a replacement cost appraisal of all insurable Common Area improvements without respect to depreciation. The Board shall adjust the policies to provide the amounts and types of coverage and protection that are customarily carried by prudent Owners of similar property in the area in which the Development is situated.

10.1.7 Annual Notice to Members. The Association shall provide a summary of all existing Association policies of property, general liability, earthquake, flood and fidelity insurance, as required by *Civil Code* section 5300(b)(9).

10.2 Insurance by Owner. Each Owner, at that Owner's sole cost and expense, shall obtain and maintain a "special causes of loss" policy in an amount equal to or greater than the total replacement value of the Unit interior to the extent not covered by the Association's blanket property policy (described above) and the personal property contained therein (commonly known as a "HO-6" policy). The policy shall provide liability coverage in such amounts and for such acts or omissions as are normally and customarily included in homeowners property insurance coverage of the types required herein. Each Owner shall also consider maintaining a policy which includes the following coverage: dwelling, contents, loss assessment and loss of use. However, no Owner shall be entitled to maintain insurance coverage in a manner so as to decrease the amount which the Association, on behalf of all Owners and their Mortgagees, may realize under any insurance policy which the Association may have in effect at any time. The Board

may require any Owner, and may periodically require all Owners, to provide a certificate from the Owner's insurer certifying that the required insurance under this Section 10.2 has been procured and is in full force and effect; *provided, however*, that neither the Association nor the Board shall be responsible for procuring insurance on an Owner's behalf or verifying that Owners are maintaining the required insurance.

10.3 Insurance by Tenant. Each Owner who rents or leases out their Unit shall (i) recommend the tenant to obtain and maintain a "renter's policy" (also known as a "HO-4" policy and (ii) as applicable, provide to the Board a certificate from the tenant's insurer certifying that the recommended insurance under this Section 10.3 has been procured and is in full force and effect.

## ARTICLE 11

### DAMAGE OR DESTRUCTION OF BUILDINGS; CONDEMNATION

11.1 Damage to Single Unit. If the Development is damaged by fire or other casualty which it is insured against, and damage is limited to a single Unit, any available insurance proceeds from the Association's master policy shall be paid to the Association in trust for the Owner or Owners of such Unit to rebuild or repair such Unit. Any such repair or rebuilding shall be subject to the provisions of Article 7. In the event the insurance proceeds are insufficient to complete such work, the Unit Owner shall pay and advance such additional sums as may be necessary to complete such rebuilding and repair.

11.2 Damage to Two or More Units or Common Area. If such damage extends to two (2) or more Units or extends to any part of the Common Area, then and in that event:

11.2.1 Proceeds Equal or Exceed 85% of Reconstruction Costs. If the amount of available insurance proceeds is equal to at least eighty-five percent (85%) of the cost of repairing or rebuilding the damaged property to its condition immediately prior to such damage or destruction, the insurance proceeds shall be paid to the Association, and the Board shall thereupon contract to repair or rebuild the damaged portions of the Development covered under the Association's master policy, including all Units and the Common Area so damaged unless, within ninety (90) days from the date of destruction, the Members by vote of a majority of the Total Voting Power of the Association determine that repair and reconstruction shall not take place.

11.2.2 Proceeds Less Than 85% of Reconstruction Costs. In the event that the amount available from such insurance proceeds is less than eighty-five percent (85%) of the cost of repairing or rebuilding the damaged property to its condition immediately prior to such damage or destruction, repair and rebuilding

may nevertheless take place if, within ninety (90) days from the date of destruction, a majority of the Total Voting Power of the Association determines that repair and reconstruction shall take place. If the Members approve repair and reconstruction, the Board shall execute, acknowledge and record in the office of the County Recorder not later than one-hundred and twenty (120) days from the date of destruction a certificate declaring the intention of the Members to rebuild. Alternatively, the Members by vote of at least seventy-five (75%) of the Total Voting Power of the Association may elect to sell the Development.

11.2.3 Rebuilding Contract. If a determination is made to rebuild, the Board shall obtain bids from at least three (3) reputable contractors to restore all damaged Units and Common Area covered under the Association's master policy to their condition of immediately prior to such damage or destruction. The Board shall have the authority to enter into a written contract with the contractor for the repair and reconstruction. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date. The contractor shall provide a completion bond naming the Association and each Owner as beneficiaries.

11.2.4 Costs to Rebuild/Special Assessment. The insurance proceeds shall be disbursed to the chosen contractor according to the terms of the contract. The Association shall levy a Special Assessment to make up the deficiency, if any, between the total insurance proceeds and the contract price for repair and rebuilding. Member approval of said Special Assessment shall be required unless the Special Assessment is deemed an "emergency situation" pursuant to *Civil Code* section 5610. The Special Assessment shall be allocated equally among the Units by dividing the total amount of the Special Assessment by the number of Units within the Development.

11.3 Sale of Entire Development. In the event of the sale of all Units and the Common Area, proceeds from such sale and insurance proceeds received by the Association on account of the destruction of the Common Area shall be distributed by the Association among the Owners and their respective Mortgagees according to the respective fair market values of the Units at the time of the destruction as determined by an independent appraisal. The members of the Board are hereby authorized to execute and deliver, on behalf of all of the Owners, any instruments necessary or required to affect such a sale or sales and each Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary to affect such sale or sales.

11.4 Condemnation of Common Area. If at any time all or any portion of any Common Area, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the entire compensation or award in condemnation, to the extent such award is not apportioned among the Owners by court judgment or

by agreement between the condemning authority and each of the affected Owners in the Development, shall be paid to the Association and shall be used in the manner determined by the Board, provided that such use shall not be inconsistent with the purposes of the Association. The Association shall represent the interests of all Owners in any proceedings relating to such condemnation to the extent such Owners have any interest in the Common Area.

## ARTICLE 12

### AMENDMENT

12.1 Amendment by the Members. This Declaration may be amended by the affirmative vote of Members representing at least sixty-seven percent (67%) of the Total Voting Power of the Association. Any amendment of the Declaration shall be signed and acknowledged by the duly authorized officer(s) of the Association and recorded in the Office of the San Mateo County Recorder.

12.2 Amendment by the Board of Directors. The Board of Directors may, by a majority vote of all Directors then in office, adopt amendments to this Declaration, when an amendment is needed to conform a particular provision or provisions of this Declaration to changes in applicable California statutory law that are nondiscretionary in nature. Before entertaining a motion to approve any such amendment(s), the Board shall receive a written opinion from an attorney licensed to practice law in the State of California confirming that a change or changes in California statutory law necessitates a corresponding amendment to this Declaration to conform to the statutory requirements, which the Association is bound by law to follow.

## ARTICLE 13

### GENERAL PROVISIONS

13.1 Headings. The headings used in this Declaration are for convenience only and are not to be used in interpreting the meaning of any of the provisions of this Declaration or otherwise.

13.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall not invalidate any other provisions hereof.

13.3 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of fostering a plan of community ownership and occupancy and of management of the Development for the benefit of the community.

13.4 Conflict Between Governing Documents. In the case of any conflict between the Articles of Incorporation, Bylaws and/or Rules and this Declaration, this Declaration shall control.

13.5 Amendment to Referenced Statutes. References in this Declaration to particular statutes, including sections of the *Civil Code*, shall be deemed to include any successor statute and any amendments to existing or successor statutes.

13.6 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires.

13.7 Easements Reserved and Granted. Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a deed to any Condominium.

13.8 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges, and equitable servitudes contained in this Declaration shall run with and shall benefit and burden all of the real property subject to this Declaration, including without limitation the Units and Common Area, and shall inure to the benefit of and be binding upon the Owners, the Association, its Board of Directors and officers, and their respective agents and successors in interest, for a term of thirty (30) years from the date of recordation of this Declaration. Thereafter the term shall be automatically extended for successive periods of ten (10) years each, unless within the six (6) months prior to the expiration of the initial 30-year term or any 10-year extension period, a written instrument approved by Owners entitled to vote and holding at least sixty-seven percent (67%) of the Total Voting Power of the Association, terminating the effectiveness of this Declaration shall be recorded in the Office of the County Recorder of San Mateo County, California.

IN WITNESS WHEREOF, we, the Members of The Manors at Redwood Shores Homeowners Association, Inc., constituting at least seventy-five percent (75%) of the Total Voting Power of the Association, hereby affirm, approve, and adopt the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Manors at Redwood Shores Homeowners Association, Inc., in accordance with Article XI, Section 4 of the 1988 Declaration, by means of the signatures of the President and Secretary of the Association, duly authorized by the affirmative vote of at least seventy-five percent of the Total Voting Power of the Association. Therefore, the Amended and Restated Declaration of Covenants,

Conditions and Restrictions shall be recorded with the County Recorder of San Mateo County, California.

DATED: 9-23-2022

THE MANORS AT REDWOOD  
SHORES HOMEOWNERS  
ASSOCIATION, INC.

  
\_\_\_\_\_  
Jennifer Owen, President

  
\_\_\_\_\_  
Jeremy Mock, Secretary

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF San Mateo

On September 23, 2022, before me, Maribel Sanchez Aguilera,  
Notary Public, personally appeared, Jeremy Mock, who proved to me on the basis  
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on  
the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maribel Sanchez Aguilera (Seal)



**ACKNOWLEDGMENT**


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

On 09/20/2022, before me, J. TAYLOR,  
Notary Public, personally appeared, Jennifer Owen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

