

2014-096526

10:56 am 10/23/14 DR Fee: 48.00

Count of Pages 12

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

KEVIN D. FREDERICK, ESQ.
605 MIDDLEFIELD ROAD
REDWOOD CITY, CALIFORNIA 94063
(650) 365-9800

NOTICE OF COVENANT

Property Owners: THOMAS JIMWING LEE and RENDY T. YU LEE
Property Address: 814 Bay Harbour Drive, Redwood City, CA 94065
APN: 095-322-070

In consideration for the settlement of claims by the **REDWOOD SHORES OWNERS ASSOCIATION** (hereinafter "Association") regarding certain unapproved architectural and landscaping modifications, We, the Owners of the real property described above, (hereinafter "Property"), hereby covenant and agree as follows:

1. Owners agree to make the following improvements to the structures and landscaping on the Property as set forth in the settlement agreement letter from Michael Gibson to the Owners dated October 10, 2014, attached hereto as Exhibit "A".
2. All costs of installation, maintenance and/or repair of the architectural and landscape improvements shall be paid by the present and future Owners of the Property
3. The requirements of the Association for remediation of the unapproved modifications are specific to the exact proportions and locations as specified in Exhibit "A". No interest in or to the Common Area of the Association is created or conferred by this instrument.
4. This instrument is to be recorded, and this instrument creates a covenant that is binding on the Property and any Owners or subsequent Owners thereof. This covenant shall run with the land and shall be binding on Owners and his or her successors and assigns and all parties having or acquiring any right, title or interest in or to any part of the Property.
5. This covenant is created for the benefit of the Association and all real property subject to its Declaration of Covenants, Conditions and Restrictions of the

12

Redwood Shores Owners Association recorded February 13, 1981, File No. 14180-A5, in Office of the Recorder of San Mateo County, State of California.

6. This covenant may not be amended or terminated without the written agreement of the Association and the Owners.

7. All costs and/or attorney's fees incurred in the enforcement of any of the provisions of this covenant shall be recovered by the prevailing party.

8. Owners agree that they will deliver a copy of this covenant to any prospective purchaser or transferee of the Property prior to the execution of any contract for sale of the Property.

In witness whereof, the undersigned has executed these presents this 16th day of OCTOBER, 2014.


THOMAS JIMWING LEE

In witness whereof, the undersigned has executed these presents this 16th day of October, 2014.

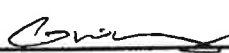

RENDY T. YULEE

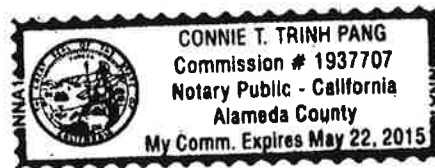
State of California)
)ss.
County of ALAMEDA)

On 10/16/14, 2014, before me, CONNIE T. TRINH PANG, a Notary Public, personally appeared, THOMAS JIMWING LEE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.



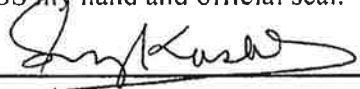


State of California)
)ss.
County of San Mateo)

On 10/15/, 2014, before me, Sonny Kastilani, a Notary Public, personally appeared, RENDY T. YU LEE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.





c&rs.RSOA.Lee.covenant

**REDWOOD
SHORES
OWNERS
ASSOCIATION**

COVENANTS COMMITTEE

70 Sara Lane
Alamo
California 94507
Tel: 925-939-9975
Fax: 925-939-9974

October 10, 2014

By & Priority Mail

Thomas & Rendy Lee
814 Bay Harbour Drive
Redwood City, CA 94065

Rendy Lee
301 Executive Park Blvd. #719
San Francisco, CA 94134

**RE: Binding Settlement Agreement for Remediation of Unapproved Construction –
814 Bay Harbour Drive**

Dear Thomas & Rendy Lee:

Thank you for meeting with the Redwood Shores Owners Association (“RSOA”) Board of Directors (“Board”) to discuss the unapproved modifications to your property at 814 Bay Harbour Drive, Redwood City, CA. Based upon those discussions, we have prepared for your execution a contractual agreement for binding settlement, as set forth below.



Please print out and review two copies of this entire letter agreement (including all pages and exhibits) and sign and date both copies of this letter in the spaces below and return one copy to me, at the address first written above, for receipt no later than October 17, 2014. It would also be helpful if you could fax or scan/e-mail a copy of the executed letter to me as well at the above fax number or e-mail address.

AGREEMENT:

For valuable consideration, the sufficiency thereof is hereby acknowledged, the Redwood Shores Owners Association (hereinafter “we” or “RSOA”) and Thomas and Rendy Lee (hereinafter “you” or “Owners” below) agree as follows:

1. For the purposes of this Agreement
 - a. The “Property” is 814 Bay Harbour Drive, Redwood City, CA 94065.
 - b. The date of this Agreement is October 17, 2014.
2. The Owners shall rebuild/restore the waterfront yard and the removed arbor to their original condition as built by the developer, following the original plans shown respectively in *Exhibits 1 & 2* attached hereto. The siding of the home shall be repaired and painted as necessary to cause the siding to have a homogenous appearance. This work shall be completed and ready for RSOA inspection no later than 90 calendar days from the date of this Agreement.
3. If the Owners indicate within seven (7) calendar days of the date of this Agreement that they wish to propose an alternate design for the yard and/or the arbor, the Owners shall have 30 calendar days from the date of this Agreement to provide complete plans of the proposed alternate design(s) to the RSOA Covenants Committee (“CC”) for its review and approval

Exhibit A (Page 1 of 9)

on behalf of RSOA. The Owners and the CC shall have 14 calendar days from the submittal of the aforementioned plans to agree upon the alternate design(s). The Owners shall then complete and have ready for RSOA inspection all work described in the CC-approved alternate design plans within 90 calendar days of the approval of the alternated design(s) by the CC. Should the Owners fail to request consideration of alternate design(s) or provide complete plans of the alternate design(s), or should the CC not agree to the Owners alternate design(s), within the time frames stated in this paragraph, the Owners shall complete the work described in the preceding Paragraph 2 within 90 calendar days of the date the time frames stated in this Paragraph 3 are first breached.

4. No later than 90 calendar days of the date of this Agreement, the Owners shall retrofit the windows of the house as necessary to exhibit the muntin pattern shown in the original developer building elevations, attached hereto as *Exhibit 3*, except that muntins need not be retrofitted to the two existing sliding glass doors on the rear façade of the house. The bay window that replaced the original greenhouse window shall be retrofitted with muntins as shown in *Exhibit 4* attached hereto.
5. Immediately upon completion of the work described in Paragraphs 2 through 4 above, the Owners shall notify RSOA's CC Secretary, Michael Gibson, at the address, telephone numbers or email address first written above, so that a completion inspection by one or more RSOA representatives may be scheduled.
6. Within 14 calendar days of notice from RSOA to do so, any departures from the requirements of this agreement found during the completion inspection shall be corrected and notice given to Mr. Gibson to schedule a re-inspection.
7. Once the RSOA representative(s) have determined by on-site inspection that the required remediation work has been successfully completed and the RSOA Board of Directors has concurred, RSOA shall issue written approval of the waterfront yard, the arbor and the windows of the property as they existed on the date of such approval.
8. The Owners agree that the exterior of the Property shall not be modified except in strict compliance with the RSOA Modifications Procedures and Guidelines, as amended from time to time, including, if required by those documents, prior application to and approval by RSOA's Modifications Committee.
9. The agreement shall be binding on the Owners and all future owners of the Property. The Owners and all future owners of the Property shall be responsible for disclosing the existence and content of this Agreement to all prospective owners of the Property. It is also the intent of the parties to this Agreement that this Agreement be recorded in the Official Records of San Mateo County and run with the Property. The Owners agree to execute any other documents that are reasonably necessary to allow and cause this Agreement to be recorded and run with the Property. Thereafter, when and if RSOA issues an approval of the remediation as described in Paragraph 7 above, upon written request of the then owner(s) of the Property, RSOA shall record a release of the recorded agreement.
10. Should ownership of the property be transferred and the requirements set forth in Paragraphs 2 through 9 not have been fully completed, the time frames for completion of the actions



described in Paragraphs 2 through 6 above shall recommence at the date of the ownership transfer.

11. This Agreement shall not be effective until it is fully executed by both the Owners and by RSOA. However, this Agreement may be executed in counterparts and shall be valid and binding once all parties have executed and returned their copy of the Agreement to the other party(ies).

Please do not hesitate to contact me if you have any questions.

Yours truly,

Michael A. Gibson

Michael A. Gibson
Secretary, Covenants Committee



Attachments: Exhibits 1 through 4

AGREED & ACCEPTED

Thomas Lee

Thomas Lee,
Co-owner of 814 Bay Harbour Drive

10/15/14

Date

Rendy Lee

Rendy Lee,
Co-owner of 814 Bay Harbour Drive

10/15/14

Date

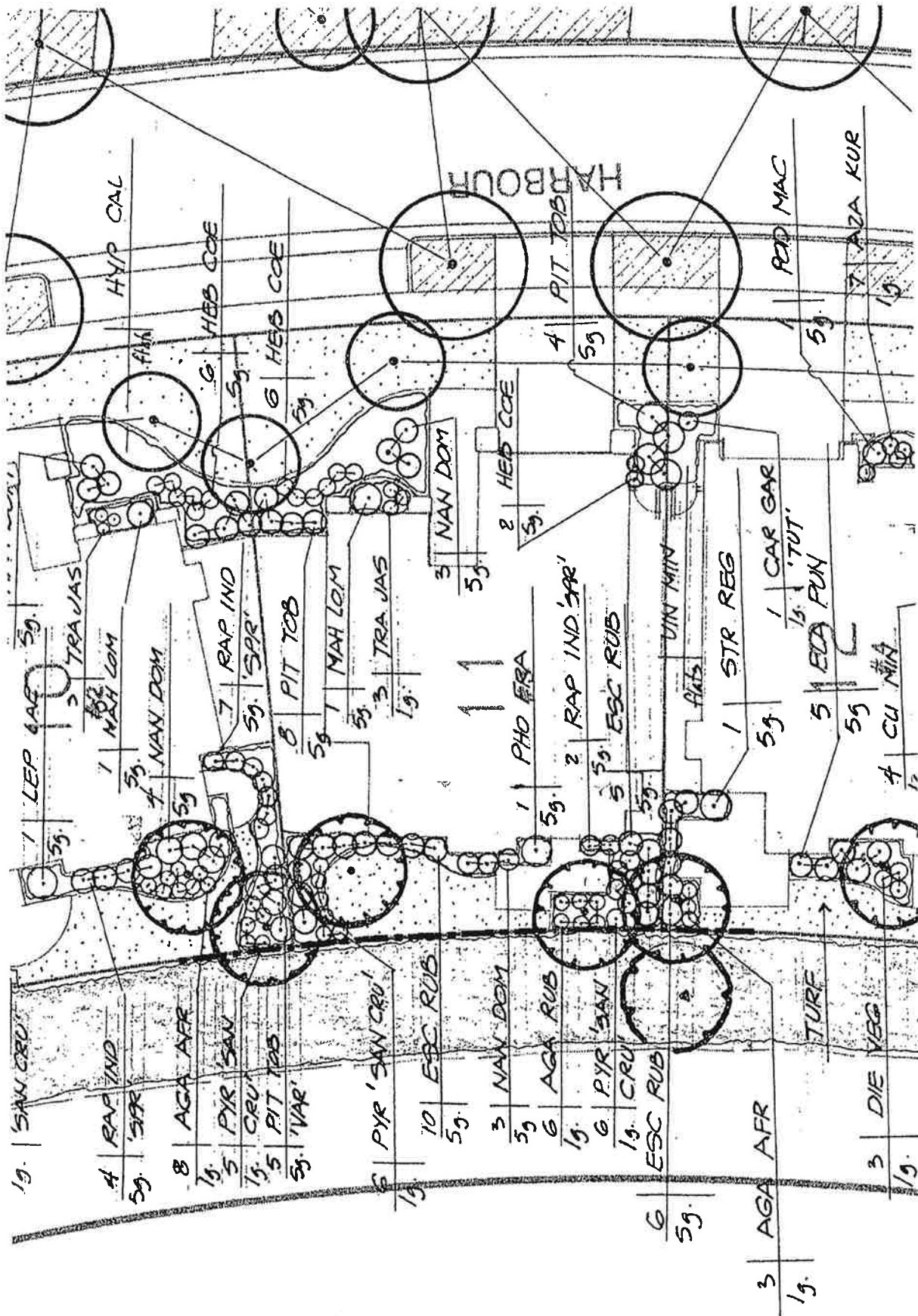
Carole Wong

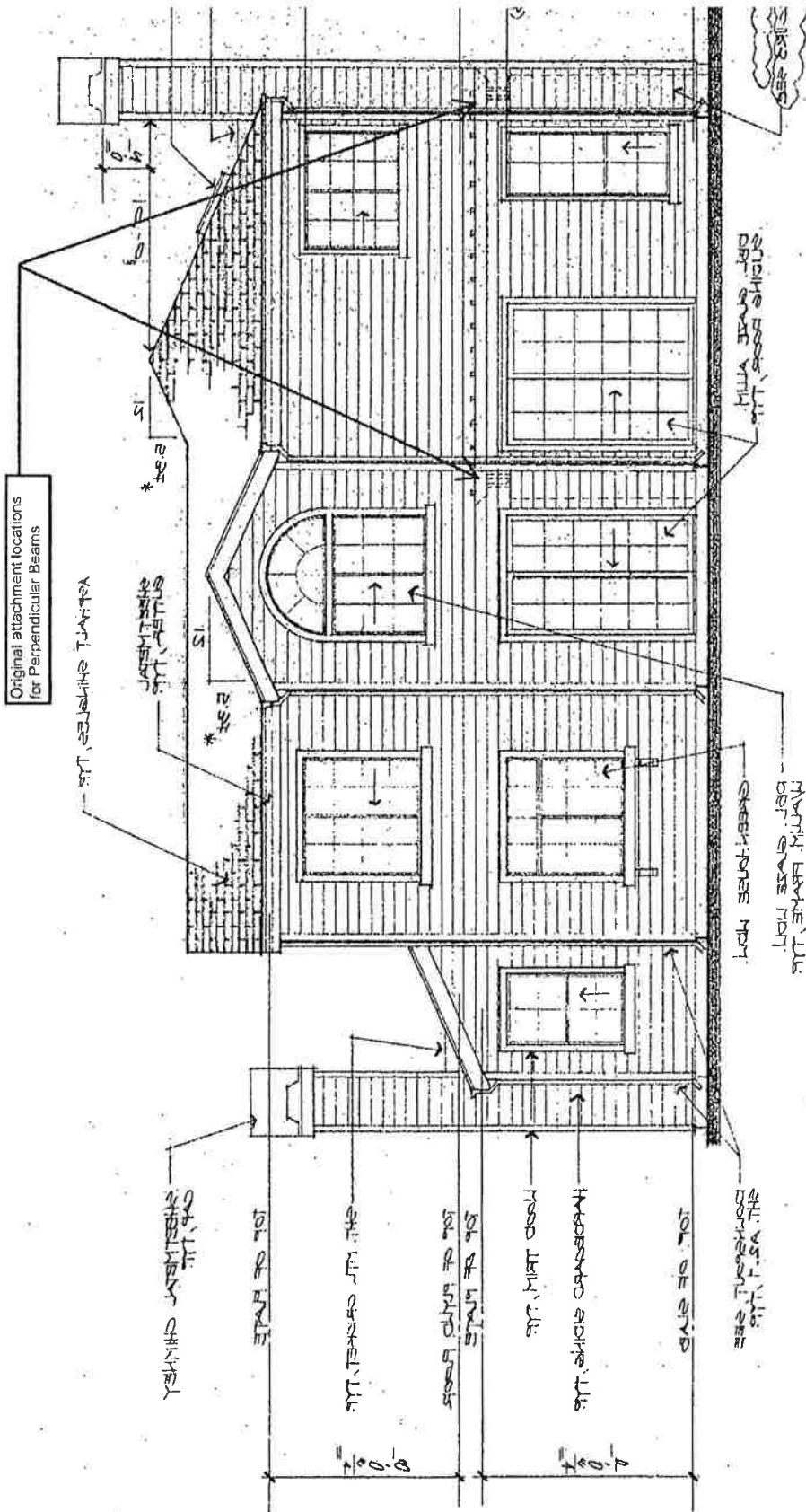
Redwood Shores Owners Association
By Carole Wong, its President

10/18/14

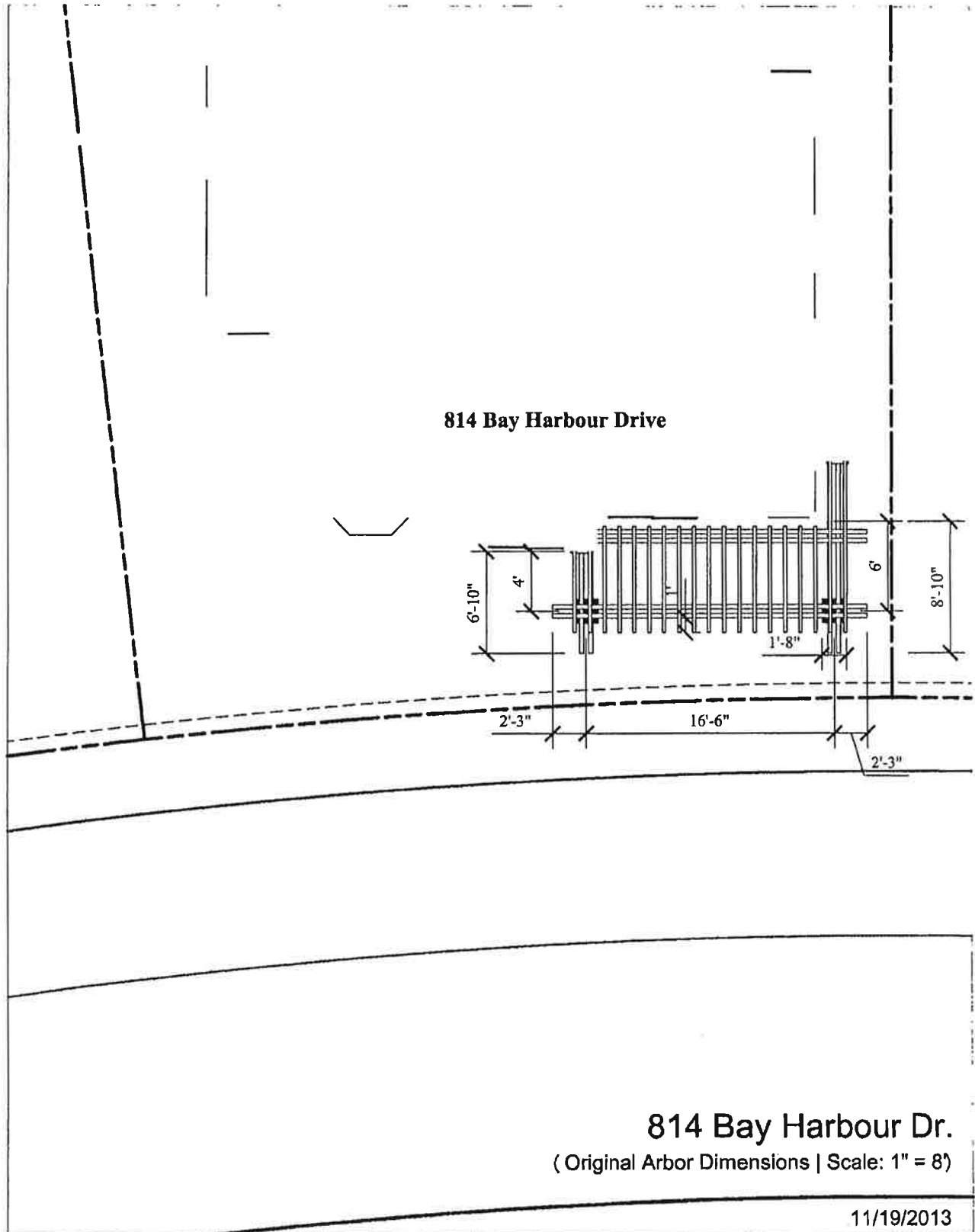
Date

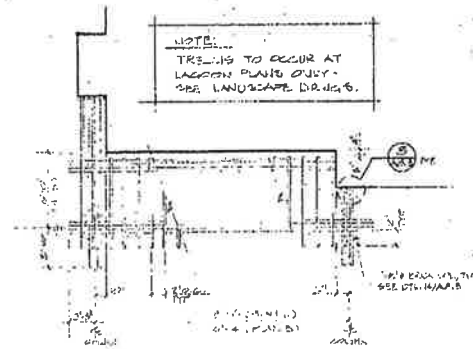
cc: Bridgeport HOA, c/o managing agent (by e-mail)
Board & MC Members (")
RSOA MC Secretary (")
RSOA Managing Agent (")
RSOA Attorney (")



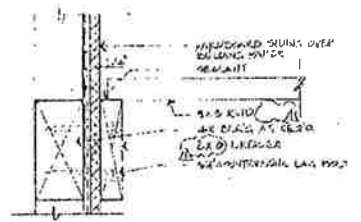


Rear Elevation Plan 3 (reversed)
1/4" = 1'0"

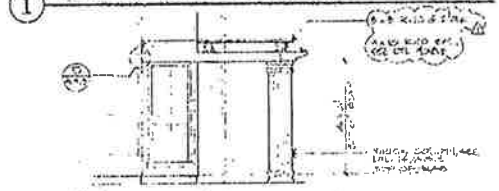




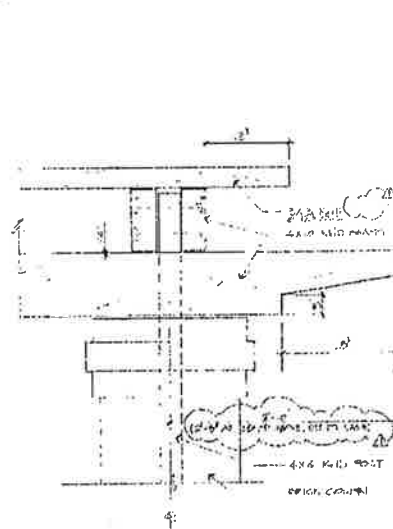
1 TRELLIS PLAN - PLANS 2&3



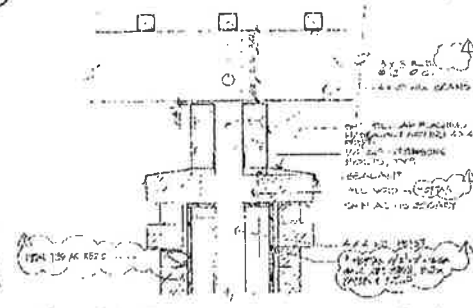
8 LEDGER DTL



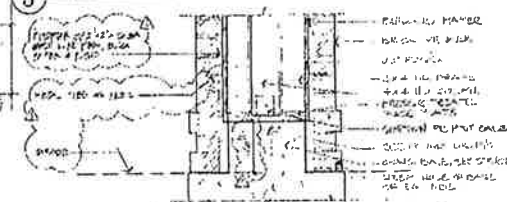
2 TRELLIS SIDE ELEVATION



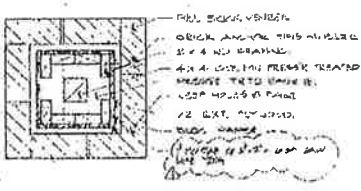
9 4 X BEAM



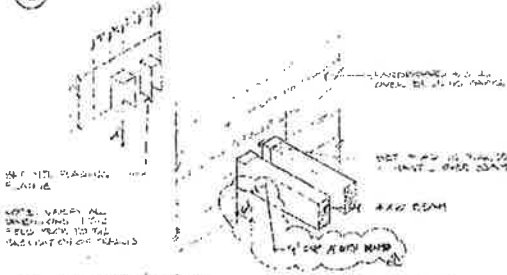
3 COLUMN CAP



4 COLUMN BASE

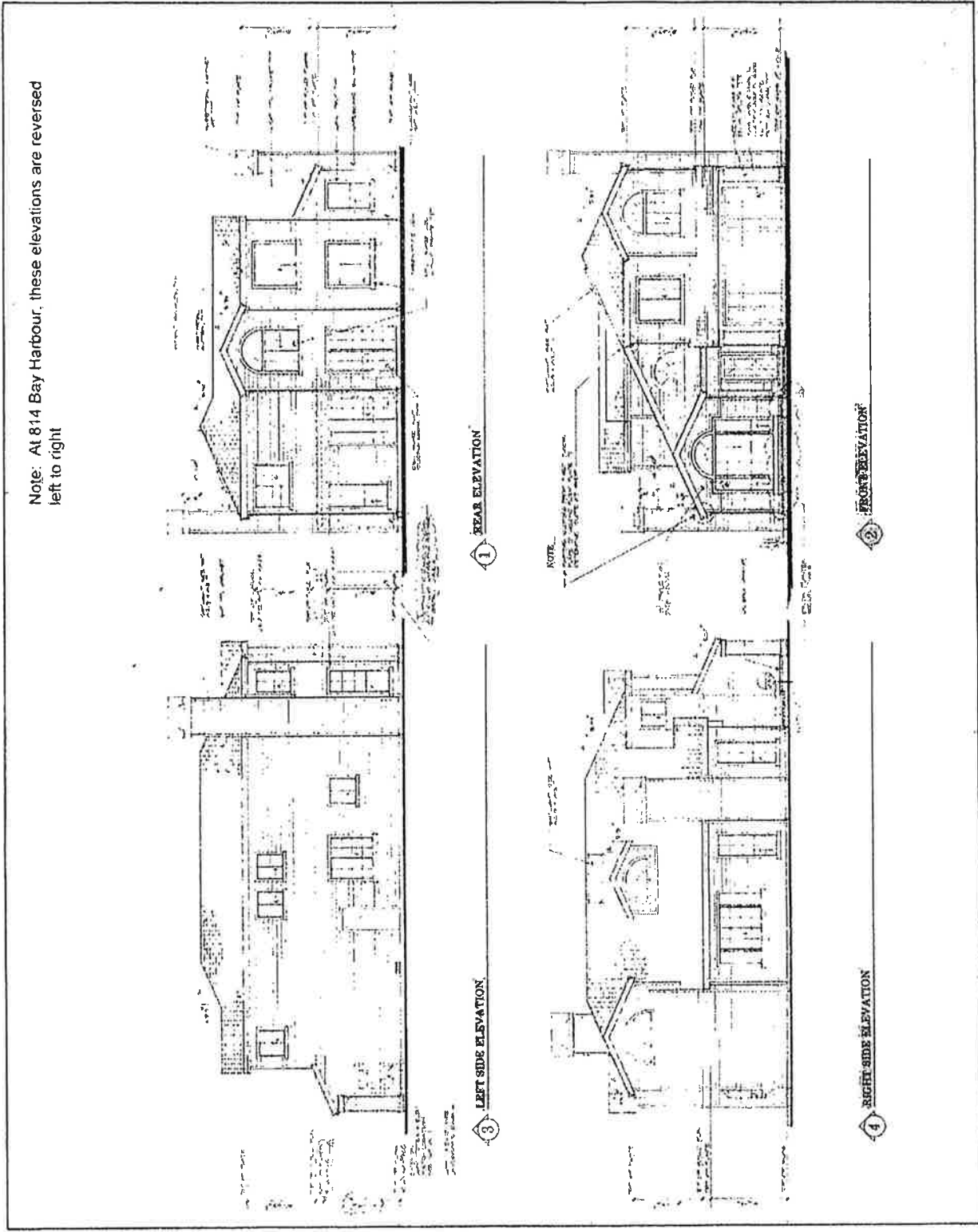


10 COLUMN PLAN



5 FLASHING DET.

Note: At 814 Bay Harbour, these elevations are reversed left to right



The
Steinberg
Group

1111 Bay Street
Suite 100
San Francisco, CA 94109
415.774.1234
Architecture
Interior
Landscape
Urban Planning

DATE: 11/11/11
PROJECT: 814 BAY HARBOUR
DRAWN BY: J. STEINBERG
CHECKED BY: J. STEINBERG
SCALE: AS SHOWN
SHEET NO. 1 OF 1
ARCHITECT: THE STEINBERG GROUP
1111 BAY STREET, SUITE 100, SAN FRANCISCO, CA 94109
415.774.1234

DATE: 11/11/11
PROJECT: 814 BAY HARBOUR
DRAWN BY: J. STEINBERG
CHECKED BY: J. STEINBERG
SCALE: AS SHOWN
SHEET NO. 1 OF 1
ARCHITECT: THE STEINBERG GROUP
1111 BAY STREET, SUITE 100, SAN FRANCISCO, CA 94109
415.774.1234

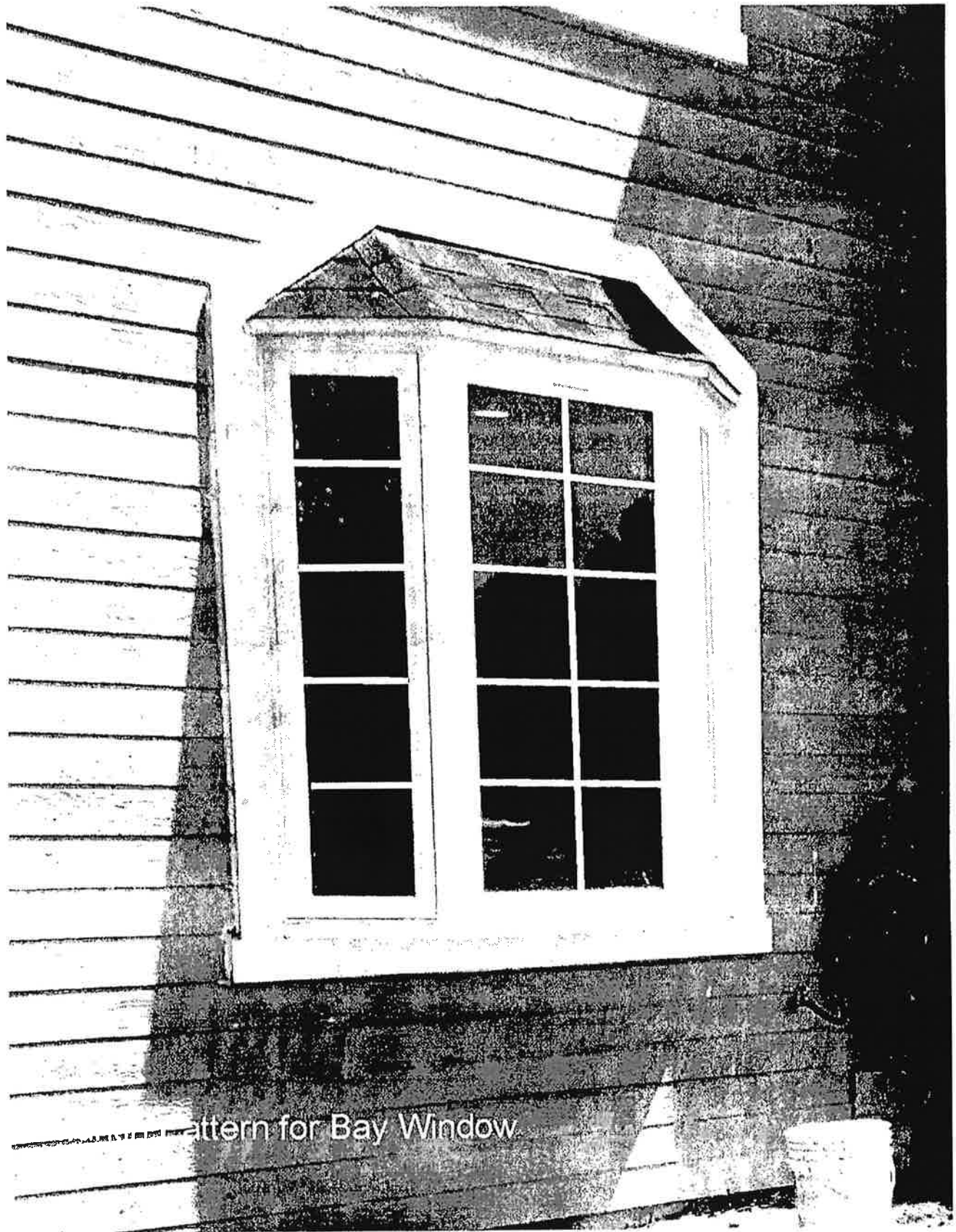


Exhibit A (Page 9 of 9)