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RESTATED DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

EDGEWATER ISLE NORTH HOMEOWNERS ASSOCIATION

RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
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RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
EDGEWATER ISLE NORTH HOMEOWNERS ASSOCIATION

This restated Declaration, made on the date hereinafter set forth, pursuant to the written consent of sixty-six and two-thirds percent (66 2/3%) of the Owners of the Property, is made with reference to the following facts:

A. The Association and its Members are the Owners of certain Property located in the City of San Mateo, County of San Mateo, State of California, more particularly described as follows: Lots 1 through 9 as shown on that certain map entitled "EDGEWATER ISLE SUBDIVISION MAP FOR CONDOMINIUM PURPOSES BEING A RESUBDIVISION OF LOT 1 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED 'EDGEWATER PARK SUBDIVISION MAP'", recorded in Book 108 of Maps, pages 66 and 67 and corrected by certificate of correction recorded in Document No. 83061568 on November 29, 1983, in Volume 111 of Maps at pages 2 and 3, in the Office of the Recorder of San Mateo County, California.

B. Covenants, conditions and restrictions have previously been imposed upon the Property as recorded on January 4, 1984, at Document No. 84000930 in the Office of the Recorder of San Mateo County, State of California. Declarations of Annexation applicable to the Property were recorded on August 14, 1984, at Document No. 84089757, August 13, 1984, at Document No. 84089363, August 13, 1984, at Document No. 84089365, August 13, 1984, at Document No. 84089367, November 27, 1984, at Document No. 84126494, October 26, 1984, at Document No. 84115956, November 16, 1984, at Document No. 84123651 and November 16, 1984, at Document No. 84123653, recorded in the Office of the Recorder of San Mateo County, California.

C. The Property is also subject to that Enabling Declaration Establishing a Master Association, recorded January 4, 1984, at Document No. 84000928, and that Enabling Declaration Establishing a Plan for the Edgewater Isle Commercial Master Association, recorded January 4, 1984, at Document No. 84000926, in the Office of the Recorder of San Mateo County, California.

D. The Association intends by this document to amend those restrictions previously imposed upon the Property by the prior Declaration described. Said prior Declaration is hereby consolidated into this document, which retains and incorporates all the provisions of the prior Declaration that are not inconsistent with the provisions hereof.

NOW, THEREFORE, Association hereby declares that the Property shall continue to be held, conveyed, mortgaged, encumbered, leased, used, occupied, sold, and improved subject to the said prior Declaration and to these covenants, conditions and restrictions, all of which are imposed as equitable servitudes pursuant to a general plan for the purpose of improving and protecting the value and attractiveness of the Property, and every part thereof. All of these

covenants, conditions and restrictions shall constitute covenants which shall run with the land and shall be binding upon and inure to the benefit of the Association and all parties having or acquiring any right, title or interest in or to any part of the Property.

## ARTICLE I DEFINITIONS

1.1 "Articles" shall mean or refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Association" shall mean the EDGEWATER ISLE NORTH HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation.

1.3 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.4 "Bylaws" shall mean or refer to the Bylaws of the Association, as amended from time to time.

1.5 "Commercial Association" shall mean and refer to the Edgewater Isle Commercial Association for the common interest development created by covenants, conditions and restrictions recorded on January 4, 1984, as Document No. 84000926 in the Office of the Recorder of San Mateo County, State of California.

1.6 "Commercial Declaration" shall mean and refer to the Edgewater Isle Commercial Association for the common interest development created by covenants, conditions and restrictions recorded on January 4, 1984, as Document No. 84000926 in the Office of the Recorder of San Mateo County, State of California.

1.7 "Common Area" or "Common Areas" shall mean and refer to all of the Property (except the individual Units), title to which is held by the Owners in common. The Common Area includes, without limitation: land, pool, spa and any other amenities, parking and driveway areas, trash enclosures, garage areas, exterior stairs, balconies, patios, landings and storage areas, and bearing walls, interior stairs, columns, girders, ceiling joists, subfloors, unfinished floors, roofs and foundations, fireplaces, central heating, solar heating equipment, water heaters, skylights, reservoirs, tanks, pumps, motors, ducts, flues and chutes, conduits, pipes, plumbing, wires and other utility installations (except the outlets thereof when located within the Unit and excepting utility installations located within a Unit), required to provide power, light, telephone, gas, water, sewerage, drainage, heat, and central television antenna or cable television installation, and the landscaping easement designated on the Map.

1.8 "Condominium" shall refer to the Unit together with the undivided interest in the Common Area conveyed in fee to an Owner, and all easements appurtenant thereto, all as more particularly defined in Section 1351(f) of the Civil Code of the State of California.

1.9 "Condominium Building" shall mean a residential structure containing the condominium Units.

1.10 "Condominium Common Area" shall mean and refer to all of the Property (excepting the individual Units and excepting the land) within the outside perimeter walls of each Condominium Building (on a Lot), excluding patios and Exclusive Use Common Area. The Condominium Common Area includes, without limitation: outsider perimeter walls, balconies, bearing walls, columns, fireplaces, girders, ceiling joists, beams in cathedral ceilings, subfloors, unfinished floors, roofs, and foundations, chimneys and flues, central hot water, reservoirs, tanks, pumps, motors, ducts and chutes, conduits, pipes, plumbing, wires, utility meters and other utility installations (excepting the outlets thereof when located within the Unit, and except as provided in Section 2.2A), required to provide power, light, telephone, gas, water, sewerage and drainage.

1.11 "Condominium Plan" shall mean and refer to the diagrammed floor plan of the Units built on the Property that identifies each Unit and shows its dimensions pursuant to Civil Code Section 1351, recorded August 3, 1984, at Document No. 84086421, August 3, 1984 at Document No. 84068422, August 13, 1984, at Document No. 84089362, August 13, 1984, at Document No. 84089364, August 13, 1984, at Document No. 84089366, November 16, 1984, at Document No. 84121764, October 26, 1984, at Document No. 84115955, November 16, 1984, at Document No. 84123650, and November 16, 1984, at Document No. 84123652 in the office of the Recorder of San Mateo County.

1.12 "Declaration" shall mean and refer to this enabling Declaration, as amended or supplemented from time to time.

1.13 "Eligible Mortgage Holder" shall mean a First Lender who has requested notice of certain matters from the Association in accordance with Article X.

1.14 "Eligible Insurer or Guarantor" shall mean a governmental insurer or guarantor of a First Mortgage who has requested notice of certain matters from the Association in accordance with Article X.

1.15 "Exclusive Use Common Area" shall mean and refer to those portions of the Common Area set aside for exclusive use of a Unit Owner or Owners, pursuant to Section 2.2C.

1.16 "First Lender" shall mean any Person, entity, bank, savings and loan association, insurance company, or financial institution holding a recorded First Mortgage encumbering any Condominium.



1.17 "First Mortgage" shall mean and refer to any recorded Mortgage encumbering a Condominium with first priority over other Mortgages thereon, made in good faith and for value.

1.18 "Governing Documents" means and includes this restated Declaration as it may be amended from time to time, and the Articles, Bylaws and Rules.

1.19 "Manager" shall mean and refer to the Person retained by the Board, and charged with the maintenance of the Property and the administration of the Association.

1.20 "Map" shall mean and refer to that map entitled "EDGEWATER ISLE SUBDIVISION MAP FOR CONDOMINIUM PURPOSES BEING A RESUBDIVISION OF LOT 1 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED 'EDGEWATER PARK SUBDIVISION MAP'", recorded in Book 108 of Maps, pages 66 and 67 and corrected by certificate of correction recorded in Document No. 83061568 on November 29, 1983, in Volume 111 of Maps at pages 2 and 3, in the Office of the Recorder of San Mateo County, California.

1.21 "Master Association" shall mean and refer to the Edgewater Isle Master Association for the common interest development created by covenants, conditions and restrictions recorded on January 4, 1984, at Document No. 84000928 in the Office of the Recorder of San Mateo County, State of California.

1.22 "Master Declaration" shall mean and refer to the Edgewater Isle Master Association for the common interest development created by covenants, conditions and restrictions recorded on January 4, 1984, at Document No. 84000928 in the Office of the Recorder of San Mateo County, State of California.

1.23 "Member" shall mean and refer to a Person entitled to membership in the Association as provided herein.

1.24 "Mortgage" shall include a deed of trust as well as a Mortgage.

1.25 "Mortgagee" shall include a beneficiary or holder of a deed of trust as well as a Mortgage.

1.26 "Mortgagor" shall include the trustor of a deed of trust as well as a Mortgagor.

1.27 "Owner" or "Owners" shall mean and refer to the record holder or holders of title, if more than one, of a Condominium in the Property. This shall include any Person having a fee simple title to any Condominium but shall exclude Persons or entities having any interest merely as security for the performance of an obligation. If a Condominium is sold under a recorded contract of sale, the purchaser, rather than the fee Owner, shall be considered the Owner from and after the date the Association receives written notice of the recorded contract.

1.28 "Person" means a natural person, a corporation, a partnership, a trustee or other legal entity.

1.29 "Property" shall mean and refer to all that certain real property shown on the Map, and subject to this Declaration.

1.30 "Recreational Common Area" shall mean and refer to the pool and spa areas, and all improvements thereon.

1.31 "Rules" shall mean and refer to the Rules adopted by the Board pursuant to Paragraph 5.2.3 of this Declaration.

1.31 "Total Voting Power of the Association" shall mean the total of 224 votes allotted to the Members.

1.32 "Unit" shall mean the elements of a Condominium not owned in common with the Owners of other Condominiums in the Property.

ARTICLE II  
DESCRIPTION OF PROPERTY, DIVISION OF PROPERTY,  
AND CREATION OF PROPERTY RIGHTS

2.1 **Description of Property:** The Association is a Condominium development consisting of the underlying real property, the Common Areas and 224 Units as shown on the Map.

2.2 **Division of Property:** The Property is divided as follows:

A. **Units:** Each of the Units as separately shown, numbered and designated in the Condominium Plan consists of the space bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames and trim of each Unit, each of such spaces being defined and referred to herein as a "Unit". Bearing walls located within the interior of a Unit are Common Area, not part of the Unit, except for the finished surfaces thereof. The air spaces within bay windows and fireplaces or fireboxes are included within the Units. Chimneys and flues are Common Area. Soffits and exposed beams in ceilings shall not be part of the Unit. Areas within dropped ceilings are not part of a Unit. Each Unit includes the utility installations located within its boundaries that the Owner has exclusive use of, including, without limitation: hot water heaters, space heaters, lighting fixtures. Each Unit includes both the portions of the Condominium Building so described and the airspace so encompassed. The Unit does not include those areas and those things that are defined as "Condominium Common Areas" in Section 1.10. Each Unit is subject to such encroachments as are contained in the Condominium Building, whether the same now exist or may be later caused or created in any manner referred to herein. In interpreting deeds and plans, the then existing physical

boundaries of a Unit, whether in its original state or reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or plan, regardless of settling or lateral movement of the Condominium Building and regardless of minor variance between boundaries shown on the plan or deed, and those of the building.

**B. Condominium Common Areas:** That portion of the Property, referred to herein as "Condominium Common Area", shall include the area defined in Section 1.10. Each Owner shall have, as appurtenant to his or her Unit, an equal undivided interest in the Condominium Common Area of the lot on which his or her Unit is located. The fractional interest of an Owner shall be the numerator "1" over the denominator equal to the total number of Units on the lot on which the Unit is located. The ownership of each Condominium shall include such undivided interest in the Condominium Common Area. The common interest appurtenant to each Unit is declared to be permanent in character and cannot be altered without the consent of all of the Owners affected, as expressed in an amended declaration. Such common interest cannot be separated from the Unit to which it is appurtenant. Each Owner may use the Condominium Common Area in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of any other Owners.

**C. Exclusive Use Common Areas:** The following described portions of the Common Area, referred to as "Exclusive Use Common Areas", are hereby set aside and allocated for the exclusive use of the Owner of the Unit to which they are assigned by Unit number as shown on the Condominium Plan: Garage space designated "G", (followed by the number of the Unit to which it is appurtenant); patio designated "PT"; (followed by the number of the Unit to which it is appurtenant); parking space designated "P", (followed by the number of the Unit to which it is appurtenant); balcony designated "B", (followed by the number of the Unit to which it is appurtenant); storage space designated "S", (followed by the number of the Unit to which it is appurtenant); yard designated "Y", (followed by the number of the Unit to which it is appurtenant); deck, if any, designated "D", (followed by the number of the Unit to which it is appurtenant).

In addition, the following are also "Exclusive Use Common Areas": roof storage appurtenant to each Unit, consisting of that space contained between the vertical limit of the second floor airspace of the Unit as shown on the Condominium Plan, and the inside face of the structural roof framing; that portion of interior stairs which pierces a floor or ceiling and therefore passes through part of the Common Area shall be Restricted Common Area, the exclusive use of which is reserved to the Owner of the Unit served by those stairs; bay windows and/or skylights that are part of a Unit and which project beyond the boundaries of the Unit; fireplace, chimney structure, and flue appurtenant to each Unit; greenhouse windows appurtenant to each Unit; patios and/or balconies serving only the Unit to which they are appurtenant.

**2.3 Owners' Easements of Enjoyment:** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

- (a) The right of the Association to exclude or limit the number of guests of Owners;
- (b) The right of the Association to establish uniform Rules pertaining to the use of the Common Areas;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the vote or written consent of a majority of the Total Voting Power of the Association.

2.4 **Rights of Entry and Use:** The Units and Common Area shall be subject to the following rights of entry and use:

- (a) The right of the Association's agents or employees to enter any Unit or Exclusive Use Common Area to inspect for or cure any violation of the Governing Documents, provided that the Owner has received notice and a hearing as required by the Bylaws (except in the case of an emergency).
- (b) The access rights of the Association to maintain, repair or replace improvements or property located in the Common Areas as described in Section 5.1.1.
- (c) The encroachment rights described in section 2.8.
- (d) The rights of Owners to make improvements or alterations authorized by Civil Code §1360(a)(2).

2.5 **Partition Prohibited:** The Common Areas shall remain undivided. Except as provided by California Civil Code §1359 or Article IX, no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Property. Judicial partition by sale of a single Condominium owned by two or more Owners and division of the sale proceeds is not prohibited hereby.

2.6 **Delegation of Use:** Any Owner may delegate his or her rights of use and enjoyment in the Common Area to the members of his or her family, guests, tenants and invitees. However, if an Owner has sold his or her Condominium to a contract purchaser or rented it, the Owner, members of his or her family, guests or invitees, shall not be entitled to use and enjoy the Common Area while the Owner's Condominium is occupied by such contract purchaser or tenant.

2.7 **Association Easement:** There is hereby reserved to the Association an easement appurtenant to the Common Area and all other Units, as dominant tenements, through each Unit, as servient tenements, for the maintenance and repair of the Common Area.

2.8 **Encroachment Rights:** If any portion of the Common Area encroaches on any Unit or any part thereof or any portion of a Unit encroaches on any Common Area or Unit due to engineering errors, errors or adjustments in original construction, reconstruction, repair, settlement, shifting, or movement of the building, or any other cause, the Owner of the encroachment shall have the right to maintain, repair or replace the encroachment, as long as it exists, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that no right shall be created in favor of an Owner if said encroachment occurred due to the negligent or intentional conduct of said Owner. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units or Common Area shall be permitted and that there shall be appropriate rights of the maintenance of said encroachments so long as they shall exist. In the event that an error in engineering, design or construction results in an encroachment of a building into the Common Area, or into or onto an adjoining Unit, or into a required setback area, a correcting modification may be made in the Map. Said modification shall be in the form of a certificate of correction and shall be executed by the President and by the Association's engineer. The Board may authorize the execution of the certificate of correction.

2.9 **Master Association and Commercial Association:** The Property, each Owner and each Condominium is subject to the provisions of (i) the Enabling Declaration Establishing Master Association recorded on January 4, 1984, as Document No. 84000928, in the Official Records of the County of San Mateo (the "Master Declaration") and (ii) the Enabling Declaration Establishing Master Association recorded on January 4, 1984, as Document No. 84000926, in the Official Records of the County of San Mateo (the "Commercial Declaration").

2.10 **Public Access Easement:** There is a dedicated public access easement to and along the banks of the waterways lying within or adjacent to the Property. The Master Association Declaration sets forth certain rules with regard to the continued maintenance of said public access areas.

### ARTICLE III MANAGEMENT, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1 **Association to Manage Property:** The management of the Property shall be vested in the Association in accordance with the Governing Documents. The Owners covenant and agree that the affairs of the Association shall be administered in accordance with the provisions of the Governing Documents.

3.2 **Limitation of Liability of Board:** Neither the directors nor the Association shall be liable for any failure of water supply or other service to be obtained and paid for by the Association hereunder, or for injury or damage to person or property caused by the elements, or by another Owner or Person in the Property, or resulting from water or dirt which may leak or flow from outside or from any parts of the Common Area, or from any of its pipes, drains, conduits, appliances or equipment, or from any other place unless the Association is insured for the loss. No

diminution or abatement of assessments shall be claimed or allowed for inconvenience or discomfort arising from the making or repairs or improvements to the Common Area or from any action taken in compliance with any law, ordinance or orders of a governmental authority.

3.3 **Membership:** Each Owner of a Condominium shall automatically, upon becoming the Owner of same, be a Member of the Association, and shall remain a Member thereof until such time as the ownership ceases for any reason, at which time the membership in the Association shall automatically cease. Membership shall be held in accordance with the Governing Documents.

3.4 **Transferred Membership:** Membership in the Association shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale or other transfer of title of the Condominium to which it is appurtenant, and then only to the purchaser or transferee. On any transfer of title to a Condominium, membership passes automatically with title to the transferee. A Mortgagee does not have membership rights until it obtains title to the Condominium by foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. No Member may resign his or her membership. On notice of a transfer, the Association shall record the transfer on its books.

3.5 **Voting:** At any meeting of the Members, each of the Owners shall be entitled to cast one vote for each Condominium owned by him or her. When more than one (1) Person owns any Condominium, all such persons shall be Members. The vote for such Condominium shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Condominium.

#### ARTICLE IV ASSESSMENTS

4.1 **Creation of the Lien and Personal Obligation For Assessments:** Each Owner of any Condominium by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees: (1) to pay to the Association annual, special and reimbursement assessments, such assessments to be established and collected as hereinafter provided; and (2) to allow the Association to enforce any assessment lien established hereunder by nonjudicial proceedings under a power of sale or by any other means authorized by law. The annual, special and reimbursement assessments, together with interest, late charges, collection costs, and attorneys' fees, shall be a charge on the Condominium and shall be a continuing lien upon the Condominium against which each such assessment is made, the lien to become effective upon recordation of a notice of assessment lien. Each such assessment, together with interest, late charges, collection costs, and reasonable attorneys' fees, shall also be the personal obligation of the Persons, joint and several, who were the Owners of such Condominium at the time when the assessment fell due. No Owner shall be exempt from liability for payment of assessments by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of the Owner's Condominium. The interest of any Owner in the amounts paid pursuant to any assessment upon the

transfer of Ownership shall pass to the new Owner. Upon the termination of these covenants for any reason, any amounts remaining from the collection of such assessments after paying all amounts properly charged against such assessments shall be distributed to the then Owners on the same pro rata basis on which the assessments were collected.

4.2 **Purpose of Assessments:** The assessments levied by the Association shall be used exclusively to promote the economic interests, recreation, health, safety, and welfare of all the residents in the Association, and to enable the Association to perform its obligations hereunder.

#### 4.3 **Assessments.**

4.3.1 **Annual Assessment:** The Board shall establish and levy annual assessments in an amount that the Board estimates will be sufficient to raise the funds needed to perform the duties of the Association during each fiscal year. The annual assessment shall also include a portion for reserves as the Board considers appropriate to adequately meet the costs of the future repair, replacement or additions to the major improvements and fixtures that the Association is obligated to maintain and repair.

4.3.2 **Special Assessments:** The Board at any time may levy a special assessment in order to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or such other purposes as the Board in its discretion considers appropriate.

4.3.3 **Reimbursement Assessments:** The Board may levy a reimbursement assessment against any Owner and his or her Condominium who has caused damage to the Common Area, or whose failure to comply with the Governing Documents has necessitated an expenditure of monies by the Association to bring such Owner or Condominium into compliance with said documents or in otherwise performing its functions, including but not limited to attorney's fees. Such assessment shall be for the purpose of reimbursing the Association, shall be limited to the amount so expended, shall be levied only after notice and a hearing as provided in the Bylaws.

4.4 **Restrictions on Annual or Special Assessments:** The Board may not impose an annual assessment which is more than 20% greater than the annual assessment for the immediate preceding fiscal year, or levy special assessments to defray the cost of any action or undertaking on behalf of the Association which in the aggregate exceed 5% of the budgeted gross expenses of the Association for that fiscal year, without the vote or written consent of Members casting a majority of the votes at a meeting of the Association at which a quorum is present. For purposes of this section, a "quorum" means more than fifty percent (50%) of the Members of the Association.

However, the Board, without membership approval, may increase annual assessments or levy special assessments necessary for an emergency situation. For purposes of this section, an emergency situation is one of the following:

- (a) an extraordinary expense required by an order of a court,

(b) an extraordinary expense necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety or the Property is discovered, or

(c) an extraordinary expense necessary to repair or maintain the Property or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the proforma operating budget, provided, however, that prior to the imposition or collection of the assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process and the resolution shall be distributed to the Members with the notice of the assessment.

The Association shall provide notice by first-class mail to the Owners of any increase in the regular or special assessments, not less than thirty (30) nor more than sixty (60) days prior to the increased assessment becoming due.

This section incorporates the statutory requirements of Civil Code Section 1366. If this section of the Civil Code is amended in any manner, this section automatically shall be amended in the same manner without the necessity of amending this Declaration.

#### **4.5 Division of Assessments:**

4.5.1 Annual and special assessments shall be charged to and divided between the Condominiums as provided in Exhibit "A" attached hereto and incorporated herein by reference.

4.5.2 Reimbursement assessments may be levied against any individual Condominium.

4.6 **Due Date of Assessments:** The Board shall fix the amount of the annual assessment against each Condominium and send written notice thereof to every Owner at least forty five (45) days in advance of each annual assessment period, provided that failure to comply with the foregoing shall not affect the validity of any assessment levied by the Association. Each Owner shall be obligated to pay assessments in equal monthly installments on or before the first day of each month, or in such other reasonable manner as the Board shall designate. Special assessments may be collected in one (1) payment, or periodically as the Board shall direct.

4.7 **Effect of Nonpayment of Assessments:** Any assessment not paid within thirty (30) days after the due date shall be delinquent, shall incur a late payment penalty in the amount of \$10.00 or ten percent (10%) of the delinquent assessment, whichever is greater, and shall bear interest at the maximum rate allowed by law commencing thirty (30) days after the due date until paid.

4.8 **Transfer of Condominium by Sale or Foreclosure:** Sale or transfer of any Condominium shall not affect the assessment lien. However, the sale of any Condominium



pursuant to the foreclosure of a First Mortgage shall extinguish the lien of such assessments (including attorney's fees, late charges, or interest levied in connection therewith) as to payments that became due prior to such foreclosure sale, except for assessment liens recorded prior to the Mortgage. No sale or transfer shall relieve such Condominium from liability for any assessments thereafter becoming due or from the lien thereof.

In any transfer of a Condominium, the grantor shall remain personally liable to the Association for all unpaid assessments against the Condominium up to and including the date of the transfer. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Condominium have been paid. Such a certificate shall be conclusive evidence of such payment. The grantee shall be personally liable for assessments imposed after the transfer. In any event, the Condominium shall be subject to a lien for all such assessments.

**4.9 Enforcement; Remedies:** If an assessment is delinquent, the Association may record a notice of assessment lien and establish a lien against the Condominium of the delinquent Owner prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and (2) the lien or charge of any First Mortgage. The notice of assessment lien shall state the amount of the assessment, collection costs, attorney's fees, late charges, and interest, a description of the Condominium against which the assessments and other sums are levied, the name of the record Owner, and the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice shall be signed by any officer of the Association or any agent retained by the Association for that purpose.

An assessment lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the assessment lien, or sale by a trustee substituted pursuant to California Civil Code Section 2934(a). Any sale shall be conducted in accordance with the provisions of Sections 2924, 2924b, 2924c, 2924f, 2924g, and 2924h of the California Civil Code, or any successor statutes thereto, applicable to the exercise of powers of sale in Mortgages and deeds of trust, or in any other manner permitted by law. The Association shall be entitled to recover all attorneys' fees and costs incurred from the defaulting Owner.

The Association, acting on behalf of the Owners, shall have the power to bid for the Condominium at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. During the period a Condominium is owned by the Association, following foreclosure: (1) no right to vote shall be exercised on behalf of the Condominium; (2) no assessment shall be assessed or levied on the Condominium; and (3) each other Condominium shall be charged, in addition to its usual assessment, its share of the assessment that would have been charged to such Condominium had it not been acquired by the Association as a result of foreclosure. The Board may execute, acknowledge, and record a deed conveying title to the Condominium which deed shall be binding on the Owners, their successors, and all other parties.

Nothing herein shall preclude the Association from bringing an action directly against an Owner for breach of the personal obligation to pay assessments. Suit to recover a money

judgment for unpaid assessments, late charges, interest and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may suspend the voting rights of a Member who is in default in payment of any assessment, without notice and hearing.

ARTICLE V  
DUTIES AND POWERS OF THE ASSOCIATION

5.1 **Duties:** In addition to the duties enumerated in its Governing Documents, and without limiting the generality thereof, the Association shall perform the following duties:

5.1.1 **Maintenance:** Except for those Common Facilities maintained by the Master Association, the Association shall maintain, repair, replace, restore, operate and manage all of the Common Area and all facilities, improvements, furnishings, equipment and landscaping thereon, and all property that may be acquired by the Association as set forth on Exhibit "B". The Association's maintenance obligations shall include Common Area landscaping; the Condominium Common Areas; exterior window and door frames and trim; balconies, decks, fireplaces and chimneys.

The Association shall at all times insure that every fire hydrant situated on the Property shall be accessible to fire department apparatus by way of emergency vehicle roadways. The emergency vehicle roadways shall be extended to within 150 feet of all portions of the exterior walls of the first story of any building on the Property. Upon request, the Association shall dedicate to the City of San Mateo an easement for such emergency access. Such emergency vehicle access roadways shall be an all-weather driving surface capable of supporting a vehicle-laden weight of 37,000 lbs., be not less than 20 feet in unobstructed width, have an outside turning radius of not less than 40 feet, and an inside turning radius of not more than 18 feet, and a minimum of 13 feet, 6 inches of vertical clearance. The Association shall at all times maintain the emergency vehicle roadways free of obstructions for a width of 20 feet along its entire length and the Association shall prohibit parking or obstructing of said emergency vehicle roadways. Any barricades, fences, or gates to be installed across an emergency vehicle access roadway shall require the prior approval of the San Mateo Fire Department.

The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of an Owner, or his guests, tenants, or invitees, the cost of which is not covered by insurance. The cost of repair or replacement resulting from such excluded items shall be the responsibility of each Owner; provided, that the Owner shall be entitled to notice and a hearing as provided in the Bylaws before the imposition of such costs.

5.1.2 **Insurance:** The Association shall maintain such policies of insurance as are required by Article VIII of this Declaration.

5.1.3 **Discharge of Liens:** The Association shall discharge by payment, if necessary, any lien against the Common Area, and charge the cost thereof to the Member responsible for the existence of the lien after notice and a hearing, as provided in the Bylaws.

5.1.4 **Assessments:** The Association shall fix, levy, collect, and enforce assessments as set forth in Article IV hereof.

5.1.5 **Payment of Expenses:** The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the Property or the Association.

5.1.6 **Utility Service:** The Association shall pay for all public utilities, except for utilities metered to separate Condominiums, or paid by the Master Association.

5.1.7 **Master Association Dues:** The Association shall pay assessments to the Master Association on behalf of the Unit Owners.

5.2 **Powers:** In addition to the powers enumerated in its Articles and Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the following powers:

5.2.1 **Easements:** The Association shall have the authority, by the vote or written consent of a majority of the Total Voting Power of the Association, to grant easements over the Common Area in addition to those shown on the Map, where necessary for utilities, cable television, sewer facilities, or similar purposes, to serve the Owners or the Condominiums in common.

5.2.2 **Manager:** The Association shall have the authority to employ a Manager or other Persons and to contract with independent contractors to perform any assigned duties as directed by the Board, except for the responsibility to levy fines, impose discipline, hold hearings, or make capital expenditures. Any contract with a firm or Person appointed as a Manager shall not exceed a one (1) year term, and shall provide for the right of the Association to terminate the same for cause on thirty (30) days' written notice, and without cause and without payment of a termination fee or penalty on sixty (60) days' written notice.

5.2.3 **Adoption of Rules and Fees:** The Association may adopt reasonable Rules not inconsistent with this Declaration relating to the use of the Common Area and all facilities thereon, and the conduct of Owners and their tenants and guests with respect to the Property and other Owners. Written copies of the Rules and any schedule of fines shall be furnished to the Owners. The Association may establish move-in fees, title transfer fees, and such other fees as may reasonably be necessary for the operation of the Association.

5.2.4 **Access:** For the purpose of performing inspection, construction, maintenance, or repair for the benefit of the Common Area or the Owners in common, or correcting violations of the Governing Documents, the Association's agents or employees shall have the right, after reasonable notice (not less than forty-eight (48) hours except in emergencies) to the Owner thereof, to enter any Unit or to enter any portion of the Common Area at reasonable hours. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired at the expense of the Association unless the need for entry was caused by the Owner.

5.2.5 **Enforcement:** The Board shall have the power to enforce the provisions of the Governing Documents in any manner provided by law or in equity, including but not limited to self help. The Association may impose fines or take disciplinary action against any Owner for failure to pay assessments or for violation of any provision of the Governing Documents. Penalties may include, but are not limited to, fines, recording a notice of noncompliance against a Condominium, suspension of voting rights, or other appropriate discipline, provided the Member is given notice and a hearing as provided in the Bylaws except for the failure to pay assessments.

5.2.6 **Acquisition and Disposition of Property:** The Association shall have the power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association. Any transfer of real property, except the sale of a Condominium acquired through foreclosure of assessment lien, shall be approved by the vote or written consent of a majority of the Total Voting Power of the Association.

5.2.7 **Loans:** The Association shall have the power to borrow money, but, only with the vote or written consent of a majority of the Total Voting Power of the Association, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

5.2.8 **Dedication:** The Association shall have the power to dedicate all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the vote or written consent of a majority of the Total Voting Power of the Association.

5.2.9 **Contracts:** The Association shall have the power to contract for goods and/or services for the Common Area, and the Association, subject to limitations of the Bylaws, or elsewhere set forth in the Declaration.

5.2.10 **Appointment of Trustee:** The Association has the power to appoint or designate a trustee to enforce assessment liens by sale as provided in this Declaration and Civil Code Section 1367(b).

5.2.11 **Other Powers:** In addition to the powers contained herein, the Association may exercise the powers granted to a nonprofit mutual benefit corporation under California Corporations Code Section 7140.

## ARTICLE VI UTILITIES

6.1 **Owners' Rights and Duties:** The rights and duties of the Owners with respect to streets, levees, storm and sanitary sewer, water, electricity, gas and television receiving, telephone lines, and facilities, and heating facilities shall be as follows:

(a) Whenever storm or sanitary sewer, drainage, levees, plumbing, water, electricity, gas, television receiving, telephone lines, or connections, heating conduits, ducts, or flues, are installed within the Property, which connections or any portion thereof lie in or upon Condominiums owned by other than the Owner of a Condominium served by said connections, the Owners of any Condominium served by said connections shall have the right of reasonable access for themselves or for utility companies to repair, replace and generally maintain said connections as and when necessary.

(b) Whenever storm or sanitary sewer, drainage, levees, plumbing, water, electricity, gas, television receiving, or telephone lines or connections, heating conduits, ducts or flues are installed within the Property which connections serve more than one Condominium, the Owner of each Condominium served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his or her Condominium.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to arbitration or mediation pursuant to Civil Code Section 1354.

6.2 **Easements for Utilities and Maintenance:** Easements over and under the Property for the installation, repair, and maintenance of electric, telephone, water, gas and storm and/or sanitary sewer lines and facilities, heating facilities, cable or master television antenna lines, drainage facilities, levees, walkways, and landscaping as may be hereafter required or needed to service the Property, are hereby reserved by the Association, together with the right to grant and transfer the same.

6.3 **Association's Duties:** The Association shall maintain all utility installations located in the Common Area except for those installations maintained by the Master Association, or utility companies, public, private or municipal. The Owners shall pay all charges for utility services supplied to their Unit except those paid for by the Association or the Master Association.

ARTICLE VII  
USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Property and each Condominium therein is subject to the following:

7.1 **Residential Use:** Each Condominium shall be used for residential purposes only and no part of the Property shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purpose. Notwithstanding the foregoing, Owners or occupants of a Condominium may use a room or rooms in the house as an office provided that the use is judged by the Board to be unobtrusive to other residents; that the primary use of the Condominium is as a residence; no advertising or sign is used in any manner in connection with the office use; no customers, suppliers, clients, or patients enter the Condominium on any regular basis, and that no vehicles are parked, laid over, or dispatched from the Property. The Board shall have the authority to adopt additional Rules regarding the use of offices within the Property in order to maintain the residential characteristics of the Property. Residency shall be limited to no more than two (2) persons per bedroom, plus one person, in any Condominium. No tent, trailer, mobile home, basement, garage, outbuilding or structure of a temporary character shall be used at any time as a residence either temporarily or permanently.

7.2 **Nuisance:** No unlawful, noxious or offensive activity shall be carried on in any Unit or in the Common Area nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners, including without limitation, any offensive playing of any musical instrument, radio, television or other amplified sound. There shall be no harassment of any Owner, tenant, manager, contractor or vendor by any Owner or tenant. No Owner shall store any dangerous, explosive or inflammable materials in his or her Unit or in the Common Area. Nothing shall be done or kept in any Unit or in the Common Area that will increase the rate of insurance. No Owner shall permit anything to be done or kept in his Unit or in the Common Area that will result in the cancellation of insurance on any Unit, or any part of the Common Area, or which will be in violation of any law. No waste shall be committed in the Common Area.

7.3 **Vehicles and Parking:**

(a) **Vehicle Restrictions:** Parking shall be prohibited on private streets in the Property. Signs that comply with applicable codes of the City of San Mateo giving notice of the restriction, together with appropriate street markings, shall be posted and maintained in place. No trailer, camper, mobile home, motor home, house car, commercial vehicle, truck (other than standard size pickup truck or standard size van), boat, inoperable automobile, or similar equipment shall be permitted to remain upon any area within the Property, other than temporarily, unless placed or maintained within an enclosed garage or carport or in the recreational vehicle storage area. Commercial vehicles shall not include sedans or standard size vans and pickup trucks that are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No unlicensed, noisy or smoky vehicles shall be operated or stored on the Property. The Master Association shall

have the authority to rent, assign and otherwise control the use of all unassigned parking spaces in the Property. Parking Spaces shall be used to park permitted vehicles, and not for storage.

Twenty-four (24) hours after notice has been personally delivered to the Owner or placed on the windshield of a vehicle or seventy-two (72) hours after notice has been mailed to the address of the registered owner of a vehicle parked, stored, or maintained on the Property in violation of the provisions of this Declaration, or without notice if said vehicle is parked in an emergency access easement, the Owner shall be deemed to have consented to the removal of said vehicle from the Property, and the Association or its agents or employees or the City of San Mateo or any Owner or the Master Association, in accordance with the applicable provisions of the San Mateo Municipal Code and the California Vehicle Code, shall have the authority to tow away and store any such vehicle, whether said vehicle shall belong to a Unit Owner, or his tenant, a member of his family, or his guest or invitee, or any other Person. The Owner of said vehicle shall be responsible for all charges and expenses incurred in said towing as then provided for in the Municipal Code of the City of San Mateo. The Association shall post appropriate signs setting forth the required notice under the then-applicable City of San Mateo Municipal Code with regard to towing of unauthorized vehicles. Charges for such towing and storage shall be paid either by the owner of such vehicle or by the Unit Owner responsible for the presence of such vehicle. In addition, the City of San Mateo may issue a citation for the prohibited parking. Notwithstanding the foregoing, the Association may cause the removal, without notice, of any vehicle parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, in a parking space designated for handicapped without proper authority or in a manner which interferes with any entrance to, or exit from, the Property or any Condominium, parking space or garage located thereon.

(b) **Recreational Vehicle Parking:** The Master Declaration sets forth rules with regard to the operation and maintenance of a recreational vehicle parking area to serve the residents of the Condominiums. Such rules and regulations as established by the Master Association shall be binding upon the Owners.

(c) **Parking:** Garage space shall be used for parking of permitted vehicles only and not for the permanent parking or storage of boats, trailers or non-mobile vehicles of any description, nor for the conversion into habitable space such as, by way of definition only, a hobby shop or recreation room. Owners are to use their garages for parking of their vehicles so that Common Area parking will be available for guest parking. The Association shall establish Rules from time to time for the parking of vehicles in the Common Areas. The Owner or Owners of a Unit (or their tenants in the case of a leased Unit), shall not be permitted to have more than three (3) motor vehicles that are parked or regularly operated within the Property.

7.4 **Signs:** No sign or flag of any kind shall displayed to the public view in the Common Area without the prior written consent of the Board. No signs or flags shall be displayed to the public view on any Condominiums, except (1) such signs as are approved by the Board; (2) one (1) "For Sale" or "For Rent" or "For Exchange" sign; and one (1) sign advertising directions to another Owners' Condominium which is for sale, rent or exchange, not more than 4 square feet in size, provided the design and locations are reasonable, and (3) a noncommercial sign, poster, flag,

or banner made of paper, cardboard, cloth, plastic, or fabric, may be posted or displayed from the yard, window, door, balcony, or outside wall of the Unit. Signs may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or including the painting of architectural surfaces. Noncommercial signs and posters that are more than 9 square feet in size and noncommercial flags or banners that are more than 15 square feet in size are prohibited.

7.5 **Pets:** A total of two (2) dogs, cats or other household pets may be kept in a Unit, subject to Rules adopted by the Board. The Owner shall be responsible for any animal maintained in the Owner's Unit, either by the Owner, a family member, guest, or tenant. Owners shall prevent their pets from soiling the Common Area and shall promptly clean up any mess left by their pet. No dog shall enter the Common Area except while on a leash that is held by a Person capable of controlling it. No pets may be kept on the Property that result in an annoyance or interfere with the quiet enjoyment of other residents, as determined by the Board. If the Board, in its sole discretion, and, after notice and a hearing as provided in the Bylaws, determines an animal constitutes a nuisance or interferes with the quiet enjoyment of any resident, the Board may require the permanent removal of the animal. After making a reasonable attempt to notify the dog owner, the Association or any Owner may cause any unleashed dog found within the Common Area to be removed to a pound or animal shelter by calling the appropriate authorities.

7.6 **Garbage and Refuse Disposal:** All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, woodpiles or storage piles, shall be kept screened and concealed from view of other Units, streets and Common Areas.

7.7 **Exterior Installations:** No Owner shall install any satellite dishes or antennas (except as authorized by law), or machines, air conditioning units, or the like, on the exterior of any Condominium or install any of the same that protrude through the walls or the roof of any Condominium without the prior written consent of the Board.

7.8 **Right to Lease:** Any Owner may lease his or her Condominium. As used in this Article "lease" shall mean any and all agreements, including, but not limited to leases, subleases, or rental agreements, for the use or occupancy of any Condominium. Any Owner who wishes to lease his or her Condominium must comply with each of the following restrictions, and the lease will be subject to these restrictions whether they are included within the lease or not:

(a) All leases must be in writing and the lease must state that the tenancy is subject to the Governing Documents. The lease must be for the entire Condominium and not merely parts thereof, unless the Owner remains in residence. No lease shall be for a period of less than one (1) year. All Owners who lease their Condominiums shall promptly notify the Manager in writing of the names and telephone numbers of all tenants occupying such Condominium, and the address and telephone number where such Owner can be reached. A copy of the Governing Documents must be given by the Owner to the tenant prior to the inception of the lease. Each Owner shall be



responsible for compliance with the provisions of the Governing Documents by his or her tenants and shall pay the assessments or penalties imposed pursuant to the Governing Documents for a violation thereof by his or her tenant. The Owner shall be liable for any and all damages or costs incurred by the Association due to the tenants, their guests or pets.

(b) By becoming a tenant, each tenant agrees to be bound by the Governing Documents, and recognizes and accepts the rights and power of the Association to evict a tenant for any violation by the tenant of the Governing Documents. Any failure of the tenant to comply with the Governing Documents shall be a default under the lease, regardless of whether the lease so provides. In the event of any such default, the Owner immediately shall take all actions to cure the default including, if necessary, eviction of the tenant. The Association will give the Owner notice and a hearing as provided in the Bylaws before the Association may file for eviction.

(c) If any Owner, acting as a landlord, or tenant is in violation of the provisions of the Governing Documents, the Association may bring an action in its own name and/or in the name of the Owner to have the tenant evicted and/or to recover damages. If the court finds that the tenant has violated any of the provisions of the Governing Documents, the court may find the tenant guilty of unlawful detainer notwithstanding the fact that the Owner is not a plaintiff in the action and/or the tenant is not otherwise in violation of tenant's lease with the Owner/landlord. For purposes of granting a forcible detainer against the tenant, the Owners and their tenants agree that the lease was made for the express benefit of the Association. The remedy provided by this subsection is not exclusive and is in addition to any other remedies that the Association has. The Association may recover all its costs, including court costs and reasonable attorneys' fees, and such costs and fees shall also be enforceable by a reimbursement assessment.

**7.9 Architectural Control:** No person other than the Board or its duly authorized agent shall construct, reconstruct, refinish, or alter any improvement upon the Common Area. No Owner may make any modification to the Common Area or to his or her Unit that affects the exterior appearance of the Property without the prior written consent of the Board. An Owner shall not make structural modifications or alterations to any Unit or portion of the Common Area without the prior written consent of the Board. Nothing shall be done in any Unit or on the Common Area that will impair the structural integrity of any Condominium Building.

No landscaping of patios or yards visible from the street or from the Common Area shall be undertaken by any Owner until plans and specifications showing the nature, kind, shape and location of the materials shall have been submitted to and approved in writing by the Board.

Applications for architectural approval shall be submitted to the Manager. The Board may require that plans be prepared by an architect. The criteria for approval shall include uniformity of appearance, structural integrity, the effect on the maintenance obligations of the Association and the effect on any other Owner.

7.10 **Drapes:** That portion of all drapes, curtains, window coverings, shutters or blinds visible from the street or Common Areas shall be of colors, materials and patterns that are complimentary to the exterior color, as determined by the Board.

7.11 **Clothes Lines:** There shall be no outside laundering or drying of clothes.

7.12 **Power Equipment and Car Maintenance:** No power equipment, hobby shops, or car maintenance (other than emergency work) shall be permitted on the Property except with prior written approval of the Board and unless it complies with all applicable codes of the City of San Mateo. Approval shall not be unreasonably withheld and 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 similar objections.

7.13 **Liability of Owners for Damage to Common Area:** An Owner shall be liable to the Association for all damage to the Common Area or improvements thereon caused by such Owner or occupant of his or her Unit or guest or by Owner's pet, except for that portion of said damage, if any, fully covered by insurance. Liability of an Owner shall be established only after notice to the Owner and hearing before the Board.

7.14 **Basketball Standards:** No basketball or sports apparatus shall be permitted into the Common Area or attached to the exterior of any building. No freestanding sports apparatus are allowed on the Property unless they are less than five feet in height, and kept wholly within the Owner's patio or balcony.

7.15 **Parking Spaces; Storage:** The Property includes uncovered outside parking spaces. Some are designated as "Exclusive Use Common Area" on the Condominium Plan, and are reserved for the exclusive use of the Owners of the Units to which they are assigned. The remaining undesignated spaces shall be controlled by the Master Association, who may assign said spaces and charge fees therefor. The Board shall control the allocation and use of storage space in the garage and shall set and assess fees to be charged for the use thereof.

7.16 **Levee:** The Board shall adopt Rules for the use of the levee adjacent to the Property, and shall coordinate the enforcement of the same with the Master Association and the City of San Mateo. The Master Declaration sets forth rules and regulations with regard to public access along said levee.

7.17 **Building Identification:** All street addresses shall be clearly visible from the street. Numerals shall be a minimum of four (4) inches in height. All Units not facing on a street shall be identified in a manner acceptable to the Police Chief and Fire Chief of the City of San Mateo.

7.18 **Post Tension/Floor Slabs:** The foundation "floor slab" is designed using post tensioning cables. There is one foundation slab for both your neighbor and your structure. Do not cut, chip, drill or alter the foundation "floor slab" in any way. If one of the reinforcing members is

broken, the structural integrity of the foundation could be jeopardized and there is a possibility of serious injury to workers or damage to your neighbor's foundation. If at any time damage is caused to the foundation "floor slab", a qualified post tension foundation engineer must be contacted for appropriate repairs. In the event damage is caused to the foundation "floor slab" by an Owner, it is the responsibility of the Owner to bear the cost of making such repairs as are deemed necessary.

7.19 **Owner's Maintenance Duties:** Except for the portions of the Property that the Association is required to maintain and repair, each Owner shall, at his or her sole cost and expense, maintain and repair his or her Unit as set forth in Exhibit "B", keeping the same in good condition. Each Owner shall bear the cost of maintenance, repair and replacement of the following items within or serving such Owner's Unit: private patio floors, exterior and garage door locksets, interior surface of all perimeter and interior walls, ceilings, and floors, including carpeting, tile, wallpaper, paint or other covering, garbage disposals, hot water heaters, ranges, refrigerators, dishwashers, washing machines, dryers, light fixtures, and any and all other appliances of any nature whatsoever, the water heater serving such Unit, interior doors, window glass and screens, and sliding glass door glass, screens and locks, light bulbs, plumbing and other fixtures of any nature whatsoever located within the Unit, "built-in" features and decorative features and any furniture and furnishings. All electric utilities serving individual Units shall be separately metered and shall be the expense of each individual Unit Owner. Owners shall be responsible for the periodic cleaning of their chimney. Owners shall be responsible for the locksets for exterior doors, and the garage door opener. Each Unit Owner shall keep those portions of the Exclusive Use Common Area to which he or she has exclusive easement rights clean and neat. Each Owner shall have the exclusive right to paint, plaster, panel, tile, paper, or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his or her Unit. In the event an Owner fails to maintain the interior of his or her Unit, or Exclusive Use Common Area, in a manner that the Board deems necessary to preserve the appearance and value of the Property, the Board may notify Owner of the work required and request that it be done within sixty (60) days from the giving of such notice. In the event Owner fails to carry out such maintenance within said period, the Board may, following notice and hearing, cause such work to be done and may charge the cost thereof to such Owner.

## ARTICLE VIII INSURANCE

8.1 **Policies:** The Association shall obtain and maintain the following insurance:

8.1.1 A master hazard policy insuring 100% of the insurable replacement cost of all improvements, equipment and fixtures in the Property, including the Common Area and the Units as originally constructed, and any fixtures or equipment therein;

8.1.2 If obtainable, an occurrence version comprehensive general liability policy insuring the Association, its agents, the Owners and their respective family members, against liability incident to the ownership or use of the Common Area or any other Association owned or

maintained real or personal property; the amount of general liability insurance which the Association shall carry at all times shall be not less than \$3,000,000.00;

8.1.3 Workers' compensation insurance to the extent required by law (or such greater amount as the Board deems necessary). The Association shall obtain a certificate of insurance naming it as an additional insured in regard to workers' compensation claims from any independent contractor who performs any service for the Association, if the receipt of such a certificate is practicable;

8.1.4 Fidelity bonds or insurance covering officers, directors, and employees that have access to any Association funds;

8.1.5 Officers and directors liability insurance in at least the minimum amounts required by law;

8.1.6 Such other insurance as the Board in its discretion considers necessary or advisable.

8.1.7 The following endorsements should be included, if applicable:

- (a) changes in building codes, and demolition coverage (sometimes referred to as "ordinance or law endorsement");
- (b) inflation guard coverage;
- (c) "agreed-amount" endorsement (to eliminate a coinsurance problem);
- (d) replacement cost endorsement; and
- (e) primary coverage endorsement.

8.2 **Earthquake Insurance:** The Association shall obtain and maintain earthquake insurance to the extent required by law, and, if not, the Association shall obtain and maintain earthquake insurance to the full extent available (less any applicable deductible), unless alternate coverage is approved by the vote or written consent of a majority of a quorum of the Owners, or unless the Members fail to approve an assessment to pay for such coverage.

8.3 **Coverage:** The amount, term, and coverage of any policy required hereunder including the type of endorsements, the amount of the deductible, the named insureds, the loss payees, standard mortgage clauses, and notices of changes or cancellations shall satisfy the minimum requirements imposed for this type of Property by the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") or any successor thereto, unless the cost thereof is determined by the Board to be unreasonable. If the FNMA or FHLMC requirements conflict, the more stringent requirement shall be met. If FNMA

and FHLMC do not impose requirements on any policy required hereunder, the term, amount, and coverage of such policy shall be no less than that which is customary for similar policies on similar properties in the area. The Association shall periodically and not less than once every three (3) years review all insurance policies maintained by the Association to determine the adequacy of the coverage and to adjust the policies accordingly.

**8.4 Insurance Trustee:** Each Owner appoints the Association or any insurance trustee designated by the Board to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including, without limitation, representing the Owners in any proceeding, negotiation, settlement, or agreement.

**8.5 Waiver of Subrogation:** Any insurance maintained by the Association shall contain "waiver of subrogation" as to the Association and its officers, directors, and Members, the Owners and occupants of the Condominiums and Mortgagees, and, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. However, an Owner shall pay any deductible incurred by the Association due to the negligent or intentional act or omission of the Owner, his family, guests, tenants, or pets.

**8.6 Owner's Insurance:** All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors, and the Owners and occupants of the Condominiums, and Mortgagees and all Members are deemed to have waived subrogation rights as to the Association and/or other Members, whether or not their policies so provide. No Owner shall separately insure his or her Condominium against loss by fire or other casualty covered by any insurance carried by the Association. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under the Association's policies that results from the existence of such other insurance will be chargeable to the Owner who acquired other insurance. Insurance maintained by the Association does not cover the Owner or occupant's personal property improvements, or floor, ceilings and wall coverings and does not cover personal liability for damages or injuries occurring within the Unit. Each Owner shall insure his or her personal property against loss and obtain personal liability insurance. In addition, any improvements made by an Owner within his or her Unit may be separately insured by the Owner, but the insurance is to be limited to the type and nature of coverage commonly known as "improvements insurance". An Owner must deliver a copy of the insurance policies required herein to the Association within seven (7) days of receipt of a written request therefor.

**8.7 Failure to Insure:** The Association, and its directors, and officers, shall have no liability to any Owner or Mortgagee if, after a good faith effort, it is unable to obtain the insurance required hereunder, because the insurance is no longer available or, if available, the Members vote to approve alternative coverage, as permitted herein, or Members fail to approve any assessment increase needed to fund the insurance premiums. In such event, the Board immediately shall notify each Member and Eligible Mortgage Holder that the insurance will not be obtained or renewed.

ARTICLE IX  
DAMAGE OR DESTRUCTION; CONDEMNATION

9.1 **Damage to Single Unit:** If the Property is damaged by fire or other casualty which is insured against and said damage is limited to a single Unit, the insurance proceeds shall be paid to the Owner or Owners of such Unit, or the Mortgagees thereof as their respective interests appear, and such Owner or Mortgagees shall use the same to rebuild or repair such Unit substantially in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction and subject to such alterations or upgrades as maybe approved by the Board. 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 repair and rebuilding.

9.2 **Damage to Two or More Units or Common Area:** If such damage extends to two (2) or more Units or extends to any significant part of the Common Area, then and in that event, the improvement shall be repaired or reconstructed by the Association substantially in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction and subject to such alterations or upgrades as maybe approved by the Board, unless the cost of repair or reconstruction is more than seventy-five percent (75%) of the current replacement costs of all Common Area improvements, available insurance proceeds are not sufficient to pay for at least seventy-five (75%) of the cost of such repairs or reconstruction, and sixty-seven percent (67%) of the Total Voting Power of the Association and fifty-one percent (51%) of the Eligible Mortgage Holders vote against such repair and reconstruction.

9.3 **Procedures for Repair.**

9.3.1 If the improvement is to be repaired or reconstructed and the cost for repair or reconstruction is in excess of twenty five percent (25%) of the current replacement cost of all the Common Area improvements, the Board shall designate a construction consultant, a general contractor, or an architect for the repair or reconstruction. All insurance proceeds, Association monies allocated for the repair or reconstruction, and any borrowings by the Association for the repair or reconstruction shall be deposited with a commercial lending institution experienced in the disbursement of construction loan funds (the "depository") as selected by the Board. Funds shall be disbursed in accordance with the normal construction loan practices of the depository that require at a minimum that the construction consultant, general contractor, or architect certify within ten (10) days prior to any disbursement substantially the following:

- (a) That all of the work completed as of the date of such request for disbursement has been done in compliance with the approved plans and specifications;
- (b) That such disbursement request represents monies which are justly due to contractors, or other Persons (whose names and addresses shall be stated) who have rendered services or materials for the work and giving a brief description of such services and materials and

the principal subdivisions or categories thereof and the respective amounts paid or due to each of said Persons in respect thereof and stating the progress of the work up to the date of said certificate;

(c) That the sum then requested to be disbursed plus all sums previously disbursed does not exceed the costs of the work insofar as actually accomplished up to the date of such certificate;

(d) That no part of the cost of the services and materials has been or is being made the basis for the disbursement of any funds in any previous or then pending application; and

(e) That the amount held by the depository, after payment of the amount requested in the pending disbursement request, will be sufficient to pay in full the costs necessary to complete the repair or reconstruction.

9.3.2 If the cost of repair or reconstruction is twenty five percent (25%) or less of the current replacement cost of all the Common Area improvements, the Board shall disburse the available funds for the repair and reconstruction under such procedures as the Board deems appropriate under the circumstances.

9.3.3 The repair or reconstruction shall commence no later than six (6) months after the date of such damage or destruction and shall be completed no later than one year after commencement of construction subject to delays that are beyond the control of the party responsible for making the repairs. The Owner of the damaged or destroyed improvement immediately shall take such steps as may be reasonably necessary to secure any hazardous condition and to screen any unsightly views resulting from the damage or destruction.

#### 9.4 Procedures Without Repair.

9.4.1 If the improvements are not repaired or reconstructed in accordance with the foregoing, the Property shall be sold in its entirety under such terms and conditions as the Board deems appropriate. For the purpose of effecting a sale under this section, each Owner grants to the Association an irrevocable power of attorney to sell the entire Property for the benefit of the Owners, to terminate the Declaration and to dissolve the Association. In the event the Association fails to take the necessary steps to sell the entire Property as required hereunder within sixty (60) days following the date of a determination by the Owners not to rebuild, or if within one year following the date of damage or destruction the Owners have failed to make a determination to rebuild, any Owner may file a partition action as to the entire Property under California Civil Code Section 1359, or any successor statute, and the court shall order partition by sale of the entire Property and distribution of the sale proceeds as provided herein.

9.4.2 If the Property is sold, all available insurance and sales proceeds shall be disbursed among all Owners and their respective Mortgagees in proportion to the respective fair market values of their Condominiums as of the date immediately preceding the date of damage or destruction as determined by a qualified independent appraiser selected by the Board, after first

applying the proceeds to the cost of mitigating hazardous conditions on the Property, making provision for the continuance of public liability insurance to protect the interests of the Owners until the Property can be sold, and complying with all other applicable requirements of governmental agencies. In the event of a failure to agree on an appraiser, the appraiser shall be appointed by the then President of the San Mateo County Bar Association.

**9.5 Condemnation:** The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or part thereof. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the Owners and their Mortgagees as their interests may appear. In the event of an award for the taking of any Condominium in the Property by eminent domain, the Owner of such Condominium shall be entitled to receive the award for such taking, and after acceptance thereof he or she and his/her Mortgagee shall be divested of all interest in the Property. The remaining portion of the Property shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such taking and to readjust proportionately the percentages of undivided interest of the remaining Owners in the Common Area. Where the condemned Condominiums are not valued separately by the condemning authority or by the court, proceeds of condemnation shall be distributed among Owners and their respective Mortgagees according to the relative values of the Condominiums affected by the condemnation, said values to be determined by the method provided in Section 9.4.2.

If there is a substantial taking of the Property (more than fifty percent (50%) of all Property improvements), the Owners may sell the remaining Property with the vote or written consent of sixty-seven percent (67%) of the remaining Owners and the approval of fifty-one percent (51%) of their Eligible Mortgage Holders. For the purpose of effecting a sale under this section, each Owner grants to the Association an irrevocable power of attorney to sell the entire Property and to dissolve the Association. In the event the Association fails to take the necessary steps to repair and resurvey, or to sell the entire Property as permitted hereunder within sixty (60) days following the date of condemnation, any Owner may file a partition action as to entire Property under California Civil Code Section 1359, or any successor statute, and the court shall order partition by sale of the entire Property and distribution of the sale proceeds as provided herein. The proceeds from the partition sale shall be distributed to the Owners and their respective Mortgagees in proportion to the fair market values of their Condominiums as determined under the method described in Section 9.4.2.

## ARTICLE X RIGHTS OF FIRST LENDERS

**10.1 Rights of First Lenders:** All Owners who Mortgage their Condominium shall upon request inform the Association in writing of the document recording date and number and the name and address of the beneficiary of each Mortgage encumbering their Condominium.



No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall render invalid the lien of any First Mortgage, but all of said covenants, conditions and restrictions shall be binding on and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise. Where the Mortgagee of a First Mortgage of record or other purchaser of a Condominium obtains title to the same as a result of foreclosure of any such First Mortgage, such acquirer of title, his or her successor and assigns, shall not be liable for the assessments by the Association chargeable to such Condominium which became due prior to the acquisition of title to such Condominium by such acquirer, except for assessment liens recorded prior to the Mortgage. No amendment to the preceding sentence may be made without the consent of at least sixty-seven percent (67%) of the Total Voting Power of the Association, and the consent of fifty-one percent (51%) of the Eligible Mortgage Holders. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Owners including such acquirer, his or her successors or assigns. Notwithstanding any provision in the Governing Documents to the contrary, First Lenders shall have the following rights:

10.2 **Copies of Property Documents:** The Association shall make available to First Lenders, and to holders, insurers or guarantors of any First Mortgage, current copies of the Governing Documents, and the books, records, and financial statements of the Association. "Available" means available for inspection and copying, upon request, during normal business hours or under other reasonable circumstances. The Board may impose a fee for providing the foregoing which may not exceed the reasonable cost to prepare and reproduce the requested documents.

10.3 **Audited Statement:** Any holder, insurer or guarantor of a First Mortgage shall be entitled, on written request, to have an audited financial statement for the immediately preceding fiscal year, at its expense if one is not otherwise available. Such statement shall be furnished within one hundred twenty (120) days of the Association's fiscal year-end.

10.4 **Notice of Action:** Upon written request to the Association, identifying the name and address of the Eligible Mortgage Holder, Insurer or Guarantor, and the Condominium number or address, such Eligible Mortgage Holder, Insurer or Guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Condominium on which there is an First Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder, Insurer or Guarantor;

(b) Any default in performance of obligations under the Governing Documents or delinquency in the payment of assessments or charges owed by an Owner subject to a First Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder, Insurer or Guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Section 10.5.

The Association shall discharge its obligation to notify Eligible Mortgage Holders, Insurers or Guarantors by sending written notices required herein to such parties, at the address given on the current request for notice, in the manner prescribed by Section 11.5.

**10.5 Consent to Action:** Except as provided by statute or by other provision of the Governing Documents in case of substantial destruction or condemnation of the Property,

(a) The consent of sixty-seven percent (67%) of the Total Voting Power of the Association and the approval of fifty-one percent (51%) of the Eligible Mortgage Holders shall be required to terminate the legal status of the Property as a Condominium development; provided however, that if termination is for reasons other than substantial destruction or condemnation, the agreement of sixty-seven percent (67%) of the Eligible Mortgage Holders is required.

(b) The consent of sixty-seven percent (67%) of the Total Voting Power of the Association and the approval of fifty-one percent (51%) of Eligible Mortgage Holders shall be required to add or amend any material provisions of the Declaration which establish, provide for, govern, or regulate any of the following: (i) voting rights; (ii) increases on assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens; (iii) reductions in reserves for maintenance, repair and replacement of the Common Areas; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Areas, or rights to their use; (vi) convertibility of Units into Common Areas or vice versa; (vii) expansion or contraction of the Property or the addition, annexation, or withdrawal of the property to or from the Property; (viii) hazard or fidelity insurance requirements; (ix) imposition of any restrictions on the leasing of Condominiums; (x) imposition of any restrictions on an Owner's right to sell or transfer his or her Condominium; (xi) restoration or repair of the Property (after damage or partial condemnation) in a manner other than that specified in the Declaration; or (xii) any provisions that expressly benefit Mortgage Holders, Insurers or Guarantors.

(c) An Eligible Mortgage Holder, Insurer or Guarantor who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after the notice of the proposed addition or amendment, shall be deemed to have approved such request, provided the notice has been delivered to the Eligible Mortgage Holder, Insurer or Guarantor by certified or registered mail, return receipt requested.

(d) Except as provided by statute, or in case of condemnation or substantial loss to the Condominiums or Common Area, unless the holders of at least two-thirds (2/3) of the First Mortgagees (based on one (1) vote for each First Mortgage owned), or two-thirds (2/3) of the Total

Voting Power of the Association have given their prior written approval, the Association and/or the Owners shall not be entitled to:

(1) By act or omission, seek to abandon or terminate the Property as a condominium development;

(2) Change the pro rata interest or obligations of any individual Condominium for the purposes of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium in the Common Area; provided that no Owner's undivided interest in the Common Area may be changed without the consent of that Owner.

(3) Partition or subdivide any Condominium;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area. The granting of easements for public utilities or for other purposes consistent with the intended use of the Common Area by the Property shall not be deemed a transfer within the meaning of this clause;

(5) Use hazard insurance proceeds for losses to any improvements on Property (whether to Units or to Common Area) for other than the repair, replacement or reconstruction of such improvements, except as provided in Article IX.

10.6 **Right to First Refusal:** The right of an Owner to sell, transfer, or otherwise convey his or her Condominium shall not be subject to any right of first refusal or similar restriction.

10.7 **Distribution of Insurance or Condemnation Proceeds:** No provision of the Declaration gives an Owner, or any other party, priority over any rights of First Mortgagees in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Condominiums and/or Common Area.

## ARTICLE XI GENERAL PROVISIONS

11.1 **Non Discrimination:** No Owner shall, either directly or indirectly forbid or restrict the conveyance, encumbrance, leasing, mortgaging, or occupancy of their Condominium to any Person of a specified race, sex, adulthood, marital status, color, religion, ancestry, physical handicap, source of income, sexual orientation, or national origin.

11.2 **Interpretation:** The provisions of these restrictions shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation

of the Property as a Condominium development. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof.

11.3 **Gender, Number and Captions:** As used herein, the singular shall include the plural and masculine pronouns shall include feminine pronouns, where appropriate. The titles and captions of each paragraph hereof are not a part hereof and shall not affect the construction or interpretation of any part hereof.

11.4 **Term:** The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Condominium subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the then Owners of two-thirds of the Condominiums, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same.

11.5 **Notice:** Any notice permitted or required by the Governing Documents may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, first class or registered, postage prepaid, addressed to the person to be notified at the current address given by such person to the manager or Board, or addressed to the Condominium of such person if no address has been given to the Board or manager.

11.6 **Amendment:** This Declaration may be amended only by the vote or written consent of a majority of the Total Voting Power of the Association. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be certified in a writing executed and acknowledged by the president of Association and recorded in the Recorder's Office of the County of San Mateo. No amendment shall adversely affect the rights of the holder of any Mortgage of record prior to the recordation of such amendment.

11.7 **Enforcement:** Each Owner, tenant or occupant of a Condominium shall comply with the provisions of the Governing Documents and resolutions of the Board, all as lawfully amended from time to time, and failure to comply with such shall be grounds for an action to recover sums due, for damages, or for injunctive relief. Each Owner shall be responsible to the Association for compliance with the foregoing by his guests and lessees. The Association, or any Owner, shall have the right (but not the obligation) to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Governing Documents, and in such action shall be entitled to recover attorneys' fees and costs as ordered by the court. Only the Association can use self-help.

11.7.1 **Nonwaiver:** Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.7.2 **Violation and Nuisance:** Every action or omission whereby a covenant, condition or restriction of the Governing Documents is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association, or any Owner.

11.7.3 **Violation of Law:** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of these restrictions and subject to any or all of the enforcement procedures herein set forth.

11.7.4 **Remedies Cumulative:** Each remedy provided by these Restrictions are cumulative and not exclusive.

11.7.5 **Joint and Several Liability:** In the case of joint ownership of a Condominium, in any form, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners as set forth in or imposed by this Declaration shall be joint and several.

IN WITNESS WHEREOF, this Restated Declaration is executed by the President of the Association.

I hereby certify and declare under penalty of perjury, that the foregoing Restated Declaration has been approved by the percentage of Owners required by the Declaration. Executed at Foster City, California, on the 25th day of February 2004.

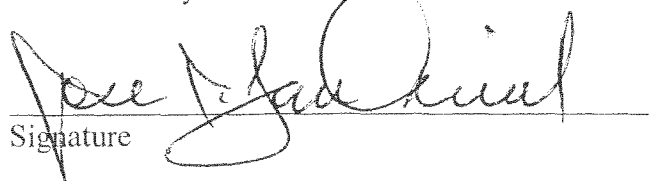
EDGEWATER ISLE NORTH HOMEOWNERS  
ASSOCIATION

By: Sheryl L. Mallitt  
President

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF SAN MATEO )

On Feb. 25, 2004, before me, JOSE J. SANGABRIEL a Notary Public, personally appeared SHERYL WALLET, President of THE EDGEWATER ISLE NORTH HOMEOWNERS ASSOCIATION, personally known to me or 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.

WITNESS my hand and official seal.

  
Signature

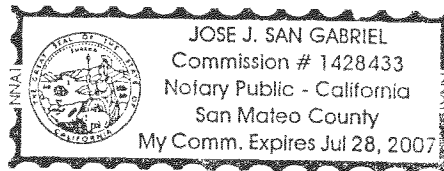


EXHIBIT "A"

ASSESSMENT PRORATION SCHEDULE

<u>UNIT TYPE</u>	<u>% PER UNIT TO TOTAL SQUARE FEET</u>
1	0.3128%
2	0.4547%
3	0.4613%
4	0.5480%
5	0.3697%

Insurance, paint reserves, roof and deck reserves will be charged based on a percentage ownership as listed above in the Common Area. All other expenses of the Common Area will be charged equally.

<u>Unit Address</u>	<u>Unit Type</u>
1402 Via Vista	1
1421 Via Vista	1
1436 Via Vista	1
1437 Via Vista	1
1485 Via Vista	1
1488 Via Vista	1
1502 Vista Del Sol	1
1518 Vista Del Sol	1
1534 Vista Del Sol	1
1550 Vista Del Sol	1
1566 Vista Del Sol	1
1584 Vista Del Sol	1
1600 Vista Del Sol	1
1601 Via Laguna	1
1602 Via Laguna	1
1612 Vista Del Sol	1

<u>Unit Address</u>	<u>Unit Type</u>
1614 Via Laguna	1
1621 Via Laguna	1
1628 Vista Del Sol	1
1630 Via Laguna	1
1637 Via Laguna	1
1644 Vista Del Sol	1
1646 Via Laguna	1
1653 Via Laguna	1
1660 Vista Del Sol	1
1666 Via Laguna	1
1669 Via Laguna	1
1676 Vista Del Sol	1
1682 Via Laguna	1
1685 Via Laguna	1
1700 Vista Del Sol	1
1716 Vista Del Sol	1
1732 Vista Del Sol	1
1748 Vista Del Sol	1
1761 Vista Del Sol	1
1777 Vista Del Sol	1
1904 Vista Cay	1
1905 Vista Cay	1
1920 Vista Cay	1
1921 Vista Cay	1
1936 Vista Cay	1
1953 Vista Del Mar	1
1985 Vista Del Mar	1
2021 Vista Del Mar	1
1405 Via Vista	2
1406 Via Vista	2
1409 Via Vista	2
1410 Via Vista	2
1422 Via Vista	2
1425 Via Vista	2
1426 Via Vista	2
1429 Via Vista	2
1440 Via Vista	2
1441 Via Vista	2
1444 Via Vista	2
1445 Via Vista	2



Unit AddressUnit Type

1457	Via Vista	2
1460	Via Vista	2
1461	Via Vista	2
1464	Via Vista	2
1473	Via Vista	2
1476	Via Vista	2
1477	Via Vista	2
1480	Via Vista	2
1489	Via Vista	2
1492	Via Vista	2
1493	Via Vista	2
1494	Via Vista	2
1506	Vista Del Sol	2
1510	Vista Del Sol	2
1538	Vista Del Sol	2
1542	Vista Del Sol	2
1570	Vista Del Sol	2
1574	Vista Del Sol	2
1616	Vista Del Sol	2
1618	Via Laguna	2
1620	Vista Del Sol	2
1622	Via Laguna	2
1625	Via Laguna	2
1629	Via Laguna	2
1632	Vista Del Sol	2
1634	Via Laguna	2
1636	Vista Del Sol	2
1638	Via Laguna	2
1657	Via Laguna	2
1661	Via Laguna	2
1664	Vista Del Sol	2
1668	Vista Del Sol	2
1670	Via Laguna	2
1674	Via Laguna	2
1689	Via Laguna	2
1693	Via Laguna	2
1720	Vista Del Sol	2
1724	Vista Del Sol	2
1752	Vista Del Sol	2
1756	Vista Del Sol	2
1781	Vista Del Sol	2

Unit AddressUnit Type

1785	Vista Del Sol	2
1909	Vista Cay	2
1913	Vista Cay	2
1924	Vista Cay	2
1928	Vista Cay	2
1941	Vista Del Mar	2
1945	Vista Del Mar	2
1957	Vista Del Mar	2
1961	Vista Del Mar	2
1973	Vista Del Mar	2
1977	Vista Del Mar	2
1989	Vista Del mar	2
1993	Vista Del Mar	2
2009	Vista Del Mar	2
2013	Vista Del Mar	2
2025	Vista Del Mar	2
2029	Vista Del Mar	2
2041	Vista Del Mar	2
2045	Vista Del Mar	2
1417	Via Vista	3
1434	Via Vista	3
1452	Via Vista	3
1522	Vista Del Sol	3
1526	Vista Del Sol	3
1554	Vista Del Sol	3
1558	Vista Del Sol	3
1588	Vista Del Sol	3
1592	Vista Del Sol	3
1602	Vista Del Sol	3
1604	Vista Del Sol	3
1605	Via Laguna	3
1606	Via Laguna	3
1609	Via Laguna	3
1610	Via Laguna	3
1617	Via Laguna	3
1641	Via Laguna	3
1645	Via Laguna	3
1648	Vista Del Sol	3
1650	Via Laguna	3
1652	Vista Del Sol	3
1662	Via Laguna	3

<u>Unit Address</u>	<u>Unit Type</u>
1673 Via Laguna	3
1677 Via Laguna	3
1680 Vista Del Sol	3
1684 Vista Del Sol	3
1686 Via Laguna	3
1690 Via Laguna	3
1698 Via Laguna	3
1704 Vista Del Sol	3
1708 Vista Del Sol	3
1736 Vista Del Sol	3
1740 Vista Del Sol	3
1765 Vista Del Sol	3
1769 Vista Del Sol	3
1908 Vista Cay	3
1912 Vista Cay	3
1925 Vista Cay	3
1929 Vista Cay	3
1937 Vista Cay	3
1940 Vista Cay	3
1944 Vista Cay	3
1952 Vista Cay	3
2051 Vista Del Mar	3
1654 Via Laguna	3
1413 Via Vista	4
1414 Via Vista	4
1430 Via Vista	4
1433 Via Vista	4
1448 Via Vista	4
1449 Via Vista	4
1465 Via Vista	4
1468 Via Vista	4
1481 Via Vista	4
1484 Via Vista	4
1497 Via Vista	4
1498 Via Vista	4
1514 Vista Del Sol	4
1530 Vista Del Sol	4
1546 Vista Del Sol	4
1562 Vista Del Sol	4
1580 Vista Del Sol	4
1596 Vista Del Sol	4

Unit AddressUnit Type

1608	Vista Del Sol	4
1613	Via Laguna	4
1624	Vista Del Sol	4
1626	Via Laguna	4
1633	Via Laguna	4
1640	Vista Del Sol	4
1642	Via Laguna	4
1649	Via Laguna	4
1656	Vista Del Sol	4
1658	Via Laguna	4
1665	Via Laguna	4
1672	Vista Del Sol	4
1678	Via Laguna	4
1681	Via Laguna	4
1688	Vista Del Sol	4
1694	Via Laguna	4
1697	Via Laguna	4
1712	Vista Del Sol	4
1728	Vista Del Sol	4
1744	Vista Del Sol	4
1760	Vista Del Sol	4
1773	Vista Del Sol	4
1789	Vista Del Sol	4
1916	Vista Cay	4
1917	Vista Cay	4
1932	Vista Cay	4
1933	Vista Cay	4
1948	Vista Cay	4
1949	Vista Del Mar	4
1965	Vista Del Mar	4
1981	Vista Del Mar	4
1997	Vista Del Mar	4
2017	Vista Del Mar	4
2033	Vista Del Mar	4
2049	Vista Del Mar	4
1401	Via Vista	5
1418	Via Vista	5
1453	Via Vista	5
1456	Via Vista	5
1469	Via Vista	5
1472	Via Vista	5

Unit AddressUnit Type

1969	Vista Del Mar	5
2005	Vista Del Mar	5
2037	Vista Del Mar	5
1937	Vista Del Mar	5
1965	Vista Del Mar	4
1981	Vista Del Mar	4
1997	Vista Del Mar	4
2017	Vista Del Mar	4
2033	Vista Del Mar	4
2049	Vista Del Mar	4
1401	Via Vista	5
1418	Via Vista	5
1453	Via Vista	5
1456	Via Vista	5
1469	Via Vista	5
1472	Via Vista	5
1969	Vista Del Mar	5
2005	Vista Del Mar	5
2037	Vista Del Mar	5
1937	Vista Del Mar	5

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EXHIBIT "B"

ASSOCIATION AND OWNER MAINTENANCE RESPONSIBILITIES

COMMON AREA:

<u>Item No.</u>	<u>Repair/Maintenance Item</u>	<u>Association</u>	<u>Owner</u>
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LANDSCAPING:

1.	Trees, shrubs and ground cover includes planting, trimming, removal and replacement	X	
2.	Streets, sidewalks and driveways	X	
3.	Fences (as-built)	X	
4.	Irrigation systems: Pipes, controls, valves and sprinkler heads. This also includes occasional cleaning, balancing and redirecting of sprinkler heads	X	
5.	Drainage Systems: All drainage designed to direct flow of water out of or away from buildings and foundations. This also includes cleaning and repair of gutters and downspouts	X	
6.	Retaining walls and erosion control	X	
7.	Mailboxes	X	

RECREATIONAL FACILITIES:

1.	Pool facilities: pool/spa equipment and outdoor furniture	X	
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CONDOMINIUM COMMON AREAS:

1.	Structural building features (foundations, bearing walls, sub-floor, columns, girders, beams, roofs, etc.)	X	
2.	Plumbing (pipes, valves) concealed within walls, ceilings and floors	X	

Item No.	Repair/Maintenance Item	Association	Owner
3.	“Clean out” of blocked sewage lines. This refers to sewage lines within the unit perimeter		X
4.	All hose bibs (exterior faucets, not including Restricted Common Area)	X	
5.	Electrical system, main panel and wiring concealed within walls, ceilings and floors that supplies power to built-in fixtures and outlets. Does not apply to owner-installed modifications.	X	
6.	Ducts, all as-built ducts located in walls, attic and underside of units	X	
7.	Exterior Mounted fire extinguishers	X	
8.	Roofing	X	
9.	Fireplace – structural elements of fireplace and chimney	X	
10.	Fireplace and chimney cleaning.		X
11.	Window assemblies, skylight assemblies and sliding glass door assemblies (as-built), when damage and deterioration is a result of normal wear	X	
12.	Window glass and screens and sliding glass door glass screens and locks		X
13.	Exterior stucco/wood painted surfaces	X	
14.	Residence numbering light fixtures	X	
15.	Utility doors	X	
16.	Porch/deck light fixtures, in front and rear locations.	X	
17.	Exterior light bulbs		X
18.	Exterior door bell button	X	
19.	Paved surfaces	X	

Item No.	Repair/Maintenance Item	Association	Owner
20.	Pest Control – all pest control as specifically defined by the Master Association contract with the Pest Control Company	X	

#### ENTRY DOORS

1.	Front Door entry repair/maintenance/replacement (Owner is responsible for identifying and requesting needed service).	X	
2.	Front entry door locks and keys		X

#### GARAGE DOORS

1.	Garage door repair/maintenance/replacement. Includes: structural frame and plywood panel. (Owner is responsible for identifying and requesting needed service).	X	
2.	Electronic control, i.e., garage door opener		X
3.	Painted finish	X	

#### UNIT INTERIORS

1.	Walls, floors and ceiling surfaces. This includes gypsum board patching/repair and applied finishes.		X
2.	Plumbing (pipes, fittings, valves) concealed within walls, ceilings and floors as originally constructed	X	
3.	Plumbing fixtures/connections. Caulking and routine maintenance of bathtubs, showers, toilets, sinks and spas.		X
4.	Plumbing hardware, i.e., faucets, showerheads, shower enclosures, drains, toilet paper holder, towel bars, etc. not concealed within walls, ceilings and floors; and hot water heaters wherever located.		X
5.	Electrical system, main panel and wiring concealed within walls, ceilings and floors that supplies power to built-in fixtures and original outlets. Does not apply to owner installed modifications.	X	



Item No.	Repair/Maintenance Item	Association	Owner
6.	Utility outlets and switches		X
7.	Utility outlet covers		X
8.	Communications cabling and components, i.e., telephone, television, antenna		X
9.	Appliances, i.e., stove, oven, microwave, garbage disposal		X
10.	Heating, ventilation and air conditioning. Repair, replacement and periodic cleaning of all equipment and registers, including ducts		X
11.	Air filters, i.e., furnace, range exhaust		X
12.	Insulation (original)	X	
13.	Insulation and weatherstripping (Owner upgrade)		X
14.	Smoke Detector (battery operated)		X
15.	Smoke Detectors (hard-wired ceiling detectors)	X	
16.	Interior room doors and interior access doors		X
17.	Built-in cabinets		X
18.	Baseboards		X
19.	Mirrors, i.e., wardrobe, vanity, medicine cabinet		X
20.	Window treatments (hardware and finish materials)		X
21.	Finish materials on all floors, ceilings and walls, i.e., carpet, vinyl, tile, wall covering, paneling, paint, etc.		X

Item No.	Repair/Maintenance Item	Association	Owner
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PRIVATE USE BALCONY DECKS AND GROUND FLOOR PATIOS

- |    |   |   |   |
|----|---|---|---|
| 1. | Routine non-structural maintenance required to maintain the balcony deck surface, railing or fence in good condition. This includes providing proper ventilation for plant containers, pots, etc. to minimize dry rot to wood surfaces. |   | X |
| 2. | Repair and replacement of balcony deck, framing, railing and fence as a result of normal wear.  | X |   |
| 3. | Maintenance, repair and replacement of patio floors   |   | X |
| 4. | The repair and replacement of the privacy walls surrounding the patios  | X |   |

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